



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 **Joshua Robert Travers**

Property address
(referred to as the "property" in this statement) **805/16 MASTERS STREET, NEWSTEAD QLD 4006**

Lot on plan description **805/SP267641**

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

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

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

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages. You should seek legal advice about your rights and obligations before signing the contract.						
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue to affect the property after settlement. ☒ Yes ☐ No Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: <table border="1" data-bbox="973 510 1489 694"> <tr> <td>» the start and end day of the term of the lease:</td><td>17/04/2026-15/4/2027</td></tr> <tr> <td>» the amount of rent and bond payable:</td><td>Rent:\$700pw, Bond: \$2800</td></tr> <tr> <td>» whether the lease has an option to renew:</td><td>NA</td></tr> </table> Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☒ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows: NA	» the start and end day of the term of the lease:	17/04/2026-15/4/2027	» the amount of rent and bond payable:	Rent:\$700pw, Bond: \$2800	» whether the lease has an option to renew:	NA
» the start and end day of the term of the lease:	17/04/2026-15/4/2027						
» the amount of rent and bond payable:	Rent:\$700pw, Bond: \$2800						
» whether the lease has an option to renew:	NA						
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> The property is subject to registered Building Management Statement No. 717044752 benefiting and burdening the lot. Otherwise, any statutory encumbrances or rights for water supply, sewerage, drainage or other Utilities						
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. ☒ Yes ☐ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) 17/04/2026 Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.						

Part 3 – Land use, planning and environment

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

Zoning	The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i> : Mixed Use (Inner City) Zone	
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.	☐ Yes ☒ No
	The lot is affected by a notice of intention to resume the property or any part of the property.	☐ Yes ☒ No
	<i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>	
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i> .	☐ Yes ☒ No
	The following notices are, or have been, given:	
	A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).	☐ Yes ☒ No
	A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).	☐ Yes ☒ No
	A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).	☐ Yes ☒ No
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <i>If Yes, a copy of the order or application must be given by the seller.</i>	
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).	
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.	
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.	

Part 4 – Buildings and structures

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

Swimming pool	There is a relevant pool for the property. If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme. Pool compliance certificate is given. OR Notice of no pool safety certificate is given.	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☐ No ☐ Yes ☐ No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years. <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>	☐ Yes ☒ No
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i>, section 246AG, 247 or 248 or under the <i>Planning Act 2016</i>, section 167 or 168. The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <i>If Yes, a copy of the notice or order must be given by the seller.</i>	☐ Yes ☒ No ☐ Yes ☒ No
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.	
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.	

Part 5 – Rates and services

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

Rates	Whichever of the following applies—
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: \$611.81 Date Range: 01/07/2026-30/09/2026
	OR
	The property is currently a rates exempt lot.** ☐
	OR
	The property is not rates exempt but no separate assessment of rates ☐ is issued by a local government for the property.

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

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

Water	Whichever of the following applies—
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: \$291.20 Date Range: 21/05/2026-19/08/2026
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: Date Range:

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

Part 6 – Community titles schemes and BUGTA schemes

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

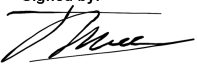
WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions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

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

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. ☒ Yes ☐ No (If Yes, complete the information below)
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. ☒ Yes Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. ☒ Yes ☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme ☐ Yes ☒ No (If Yes, complete the information below)
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. ☐ Yes ☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.

Signatures – SELLER

Signed by:

F9F8FE234A0D42D...

Signature of seller

Signature of seller

Joshua Robert Travers

Name of Seller

Name of Seller

2/10/2026

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



Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	51025278	Search Date:	16/09/2026 17:02
Date Title Created:	17/02/2016	Request No:	57662872
Previous Title:	51023495		

ESTATE AND LAND

Estate in Fee Simple

LOT 805 SURVEY PLAN 267641

Local Government: BRISBANE CITY

COMMUNITY MANAGEMENT STATEMENT 48316

REGISTERED OWNER

Dealing No: 723682960 19/11/2024

JOSHUA ROBERT TRAVERS

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19550013 (ESA 57)
2. BUILDING MANAGEMENT STATEMENT No 717044752 02/02/2016 at 13:45
benefiting and burdening the lot
3. MORTGAGE No 723682961 19/11/2024 at 14:14
CREDIT UNION AUSTRALIA LTD A.C.N. 087 650 959

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

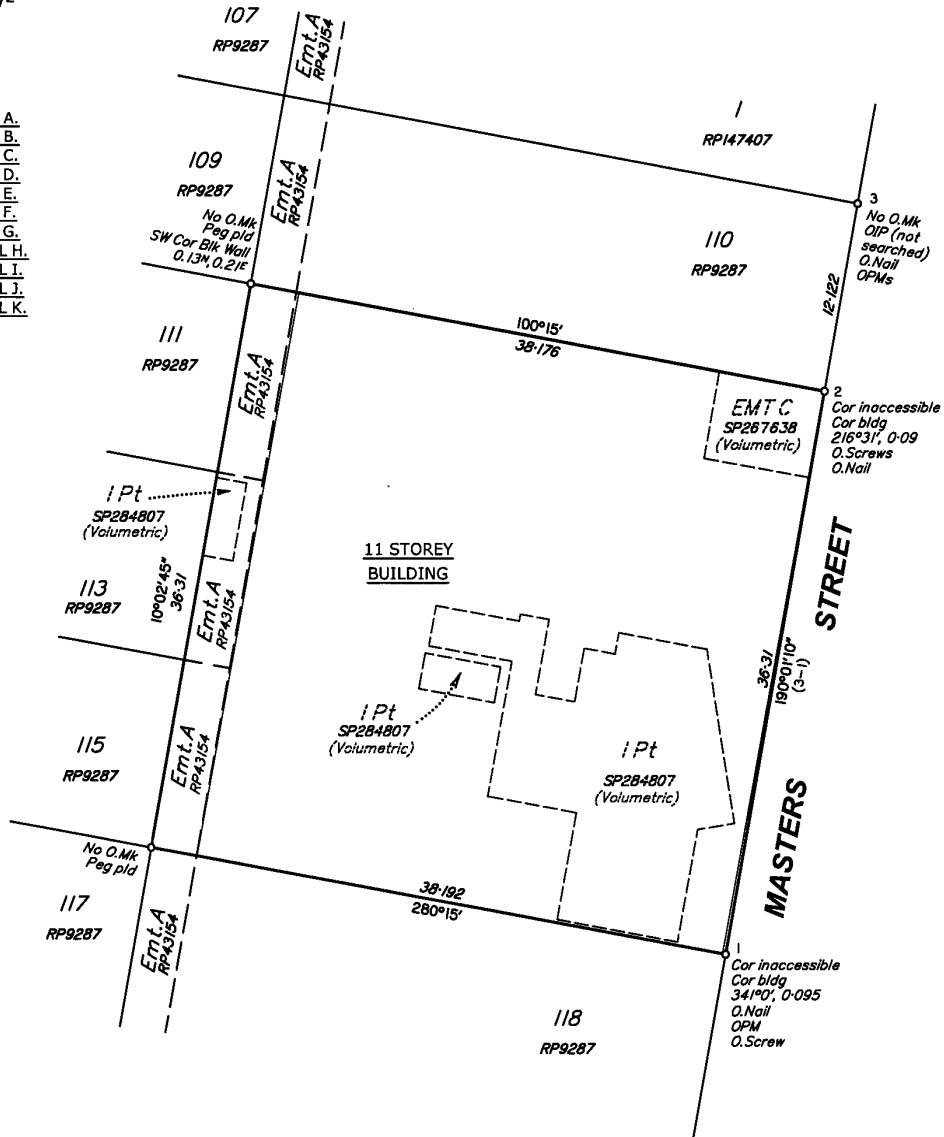
Land Title Act 1994; Land Act 1994
Form 21 Version 3

SURVEY PLAN

Sheet **1** of **13**

Area of Base Parcel
1386 m²

SEE SHEET 3 FOR LEVEL A.
SEE SHEET 4 FOR LEVEL B.
SEE SHEET 5 FOR LEVEL C.
SEE SHEET 6 FOR LEVEL D.
SEE SHEET 7 FOR LEVEL E.
SEE SHEET 8 FOR LEVEL F.
SEE SHEET 9 FOR LEVEL G.
SEE SHEET 10 FOR LEVEL H.
SEE SHEET 11 FOR LEVEL I.
SEE SHEET 12 FOR LEVEL J.
SEE SHEET 13 FOR LEVEL K.

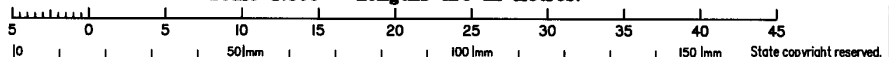


SEE SHEET 2 FOR REINSTATEMENT REPORT.

SEE SHEET 2 FOR REFERENCE MARK & PERMANENT MARK TABULATIONS.

SEE SHEET 2 FOR LATERAL ASPECT DIAGRAM.

Scale 1:300 - Lengths are in Metres.



Walter Consulting Group Pty Ltd (ACN 147 343 084) hereby certify that the land comprised in this plan was surveyed by the corporation, by Glenn Cameron HANTON, Registered Surveyor for whose work the corporation accepts responsibility, under the supervision of Rodney Bruce McGregor TANNER, Cadastral Surveyor and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 16-12-2015.

[Signature]
Director Authorised Delegate Date 17-12-2015

Plan of Lots 101-110, 201-210, 301-310, 401-410, 501-510, 601-610, 701-710, 801-805 & Common Property

Cancelling Lot 500 on SP284807

LOCAL GOVERNMENT: BRISBANE CITY LOCALITY: NEWSTEAD

Meridian: SP284807

Survey Records: No

Scale: **1:300**

Format: **BUILDING**



SP267641

717064386\$7013.00
11/02/2016 14:32**GC 400 NT****WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.**

5. Lodged by

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

1. Certificate of Registered Owners or Lessees.

t/We **RALPH LAUREN 57 PTY LTD ACN 079 745 056**
TRUSTEE UNDER INSTRUMENT 715275381, SPV BRISBANE
PTY LTD ACN 124 684 564, TRUSTEE UNDER INSTRUMENT
715 275 381, HALCORP DEVELOPMENTS NO 2 PTY LTD ACN
162 796 394 TENANT IN COMMON AS TENANTS IN COMMON

(Names in full)

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

* as Lessees of this land agree to this plan.

Signature of *Registered Owners *Lessees

RICK JEFFREY MCLAREN
 DIRECTOR
 HALCORP DEVELOPMENTS NO 2
 PTY LTD
 ACN 162 796 394

ROBERT JOHN JAMES
 SOLE DIRECTOR
 RALPH LAUREN 57 PTY LTD
 ACN 079 745 056
 AS TRUSTEE

STEVEN JOHN TITMUS
 DIRECTOR
 HALCORP DEVELOPMENTS
 NO 2 PTY LTD
 ACN 162 796 394

ROBERT JOHN JAMES
 SOLE DIRECTOR
 SPV BRISBANE PTY LTD
 ACN 124 684 564
 AS TRUSTEE

* Rule out whichever is inapplicable

2. Planning Body Approval.

* **Brisbane City Council**

hereby approves this plan in accordance with the:

%

SUSTAINABLE PLANNING ACT 2009

Dated this 10th day of February 2016

Authorised
Helen Nelson
Delegate

* Insert the name of the Planning Body.

Insert designation of signatory or delegation

% Insert applicable approving legislation.

3. Plans with Community Management Statement :

CMS Number : **48316**
 Name : **LUMIRA APARTMENTS**

4. References :

Dept File :
 Local Govt :
 Surveyor : **SB2948**

Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
51023495	Lot 500 on SP284807	101-110, 201-210, 301-310, 401-410, 501-510, 601-610, 701-710, 801-805, CP		

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
716244206	101-110, 201-210, 301-310, 401-410, 501-510, 601-610, 701-710, 801-805	

ENCUMBRANCE EASEMENT ALLOCATIONS

Easement	Lots to be Encumbered
601268965 (Easement A on RP43154)	CP
716805766 (Easement C on SP267638)	CP

Building Management Statement	Lots to be Encumbered	Lots to be Benefited
716805757	101-110, 201-210, 301-310, 401-410, 501-510, 601-610, 701-710, 801-805, CP	101-110, 201-210, 301-310, 401-410, 501-510, 601-610, 701-710, 801-805, CP

SP284807 TO BE REGISTERED AS A PRIOR
 ACTION TO REGISTRATION OF THIS PLAN.

Date of Development Approval: 15-04-2014

101-110, 201-210,
 301-310, 401-410,
 501-510, 601-610,
 701-710, 801-805, CP

ESA 57

Lots

Orig

7. Orig Grant Allocation :

8. Map Reference :
9543-33314

9. Parish :

NO LONGER USED

10. County :

NO LONGER USED

11. Passed & Endorsed :

By : **Walter Consulting Group Pty Ltd**
 Date : **17-10-2015** **13-01-16**
 Signed : **Markie**
 Designation : **Liaison Officer**

12. Building Format Plans only.

I certify that :

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

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

Markie 17-12-2015
 Cadastral Surveyor/Director * Date
 *delete words not required

13. Lodgement Fees :

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

14. Insert
 Plan
 Number

SP267641

REINSTATEMENT REPORT

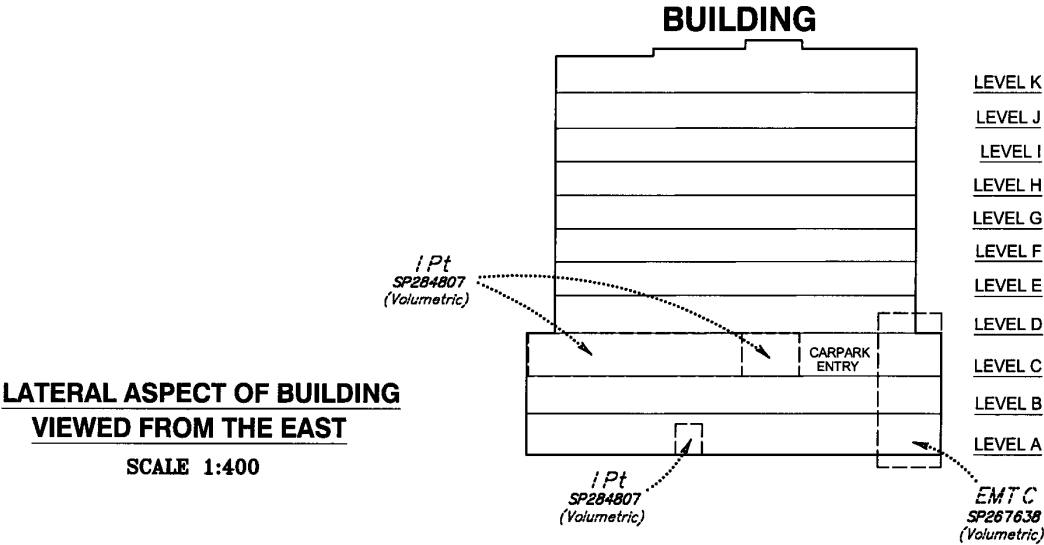
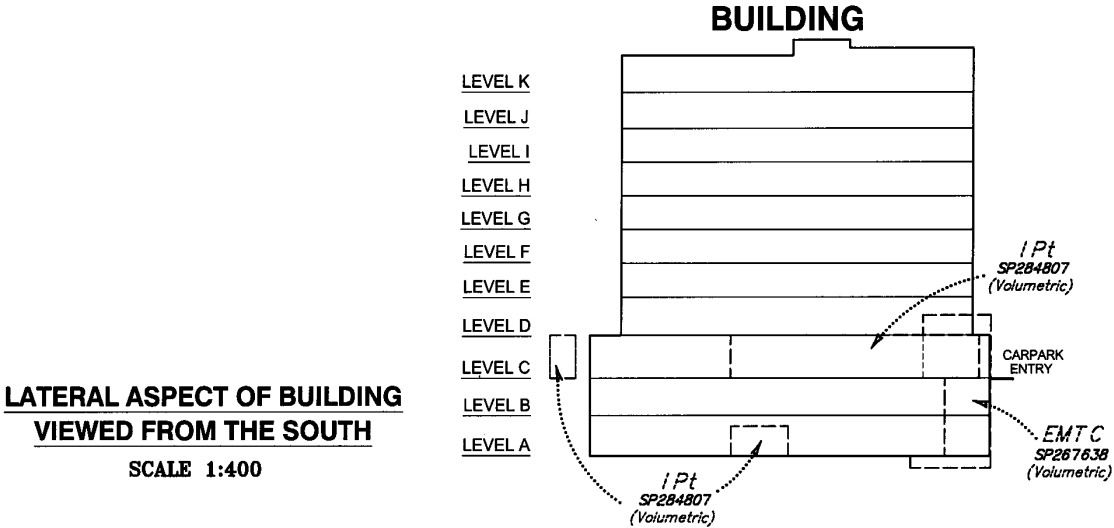
- Plans searched – SP267638, IS249040, SP284807
- Line 1-2-3 fixed by original marks off each station
- Deed bearings and distances measured along all boundaries and supported by occupation in the North-West corner of the lot (shown on SP267638 & SP284807)

REFERENCE MARKS

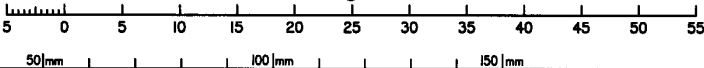
STN	TO	ORIGIN	BEARING	DIST
1	O.Nail in Bit	IS249040	39°48'	4.719
1	O.Screw in Kerb	SP267638	157°56'45"	26.025
2	O.Screw in Conc	IS249040	33°02'	1.362
2	O.Screw in Conc	IS249040	61°38'	2.069
2	O.Nail in Bit	SP267638	138°10'20"	17.497
3	OLP (not searched)	IS178755	93°33'25"	0.61
3	O.Nail in Bit	IS249040	185°27'	4.984

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO	TYPE
1-OPM	SP267638	128°57'55"	23.196	198349	
3-OPM	SP267638	68°22'25"	107.418	177451	
3-OPM	SP267638	51°10'15"	158.514	177452	



Scale 1:400 - Lengths are in Metres.



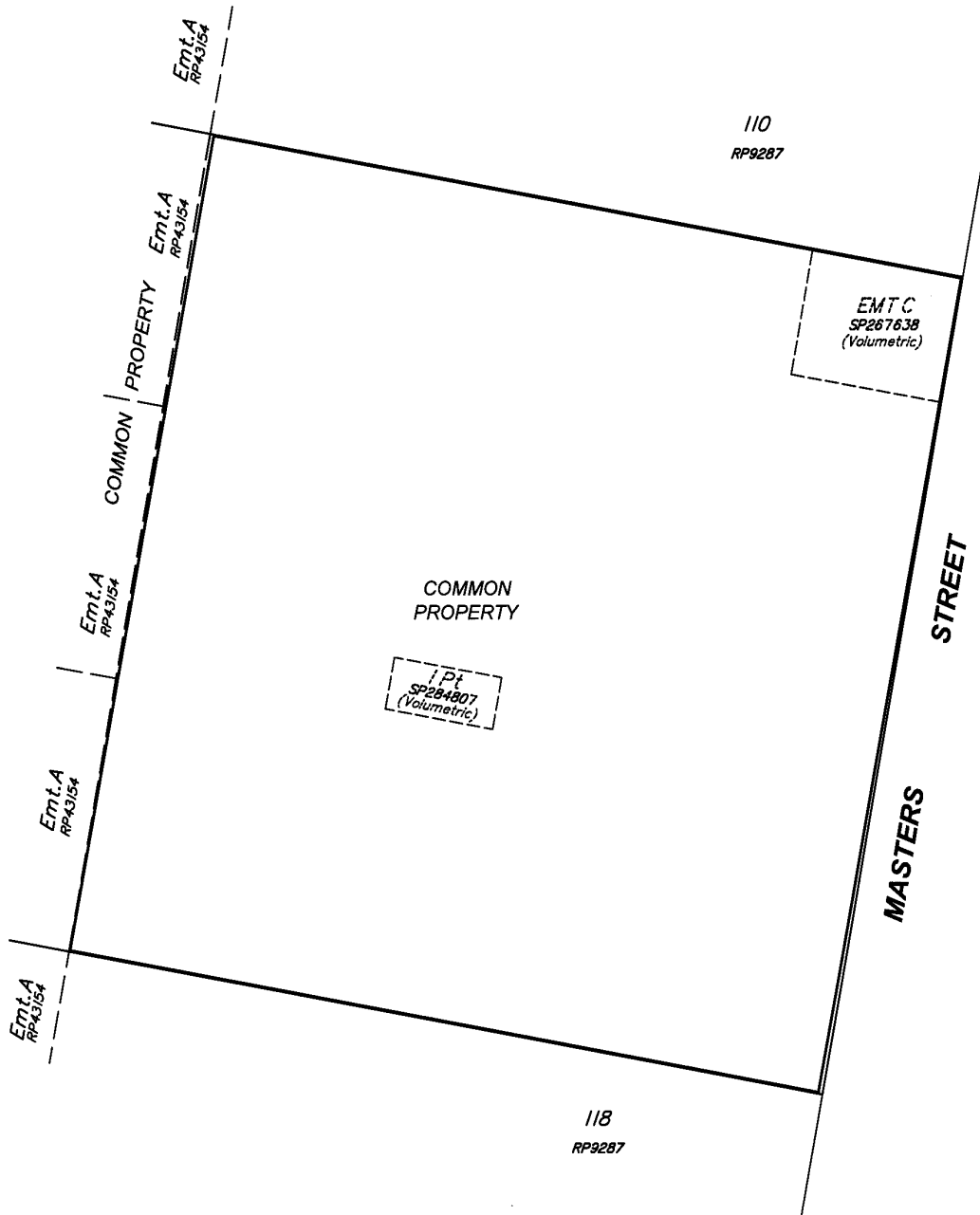
State copyright reserved.

Insert Plan Number **SP267641**

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

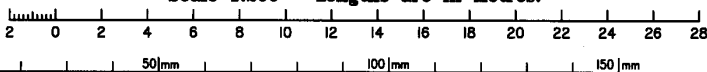
ADDITIONAL SHEET

Sheet 3 of 13



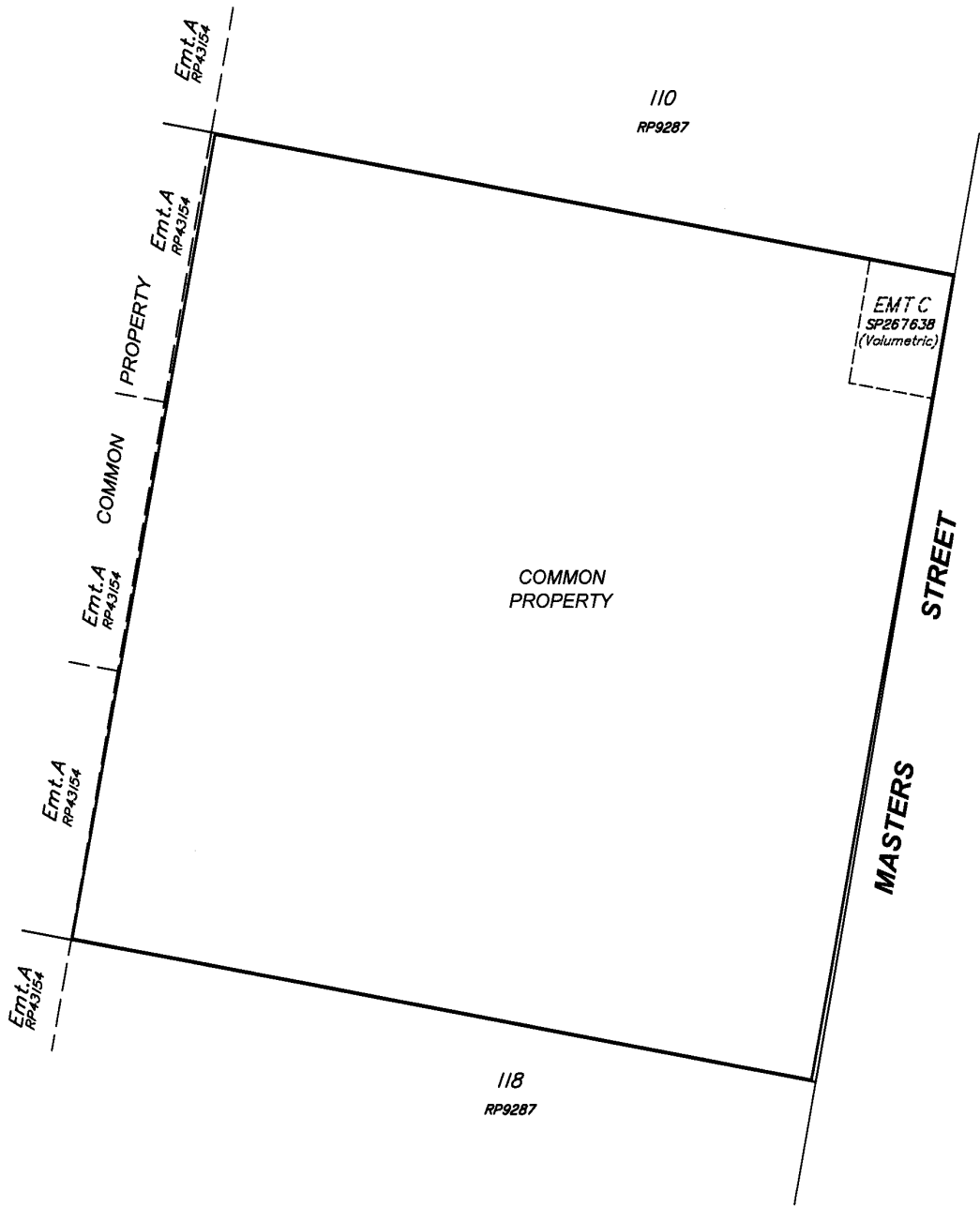
LEVEL A
SCALE 1:200

Scale 1:200 - Lengths are in Metres.



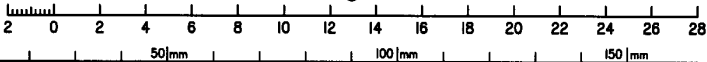
State copyright reserved.

Insert Plan Number **SP267641**



LEVEL B
SCALE 1:200

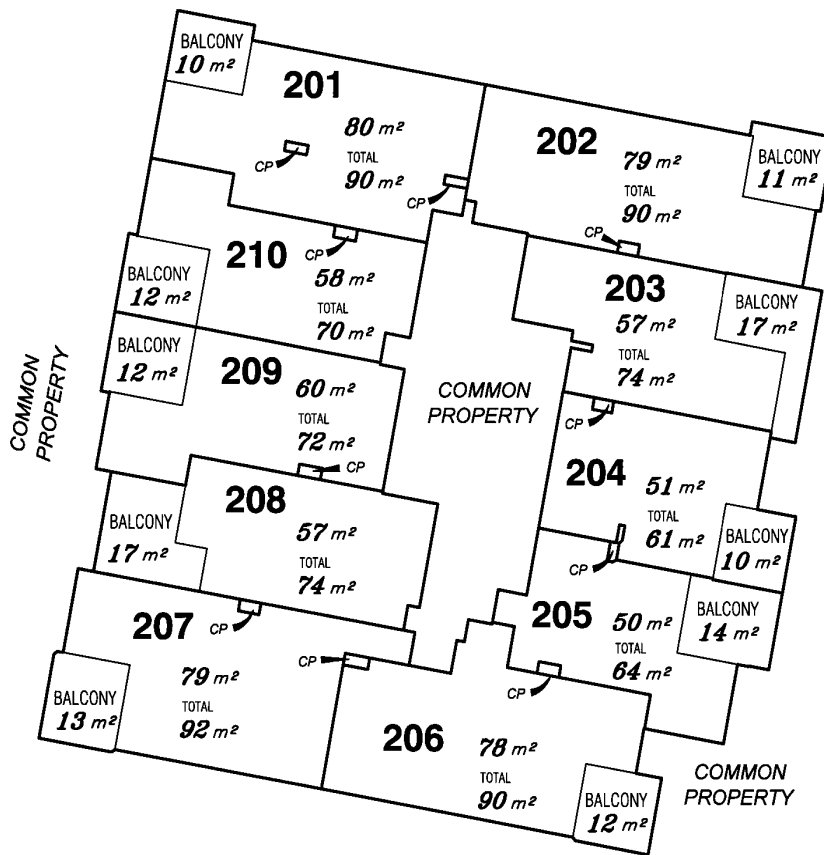
Scale 1:200 - Lengths are in Metres.



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Insert Plan Number **SP267641**

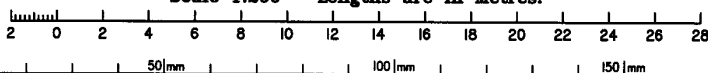
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Plan
Number **SP267641**



LEVEL E

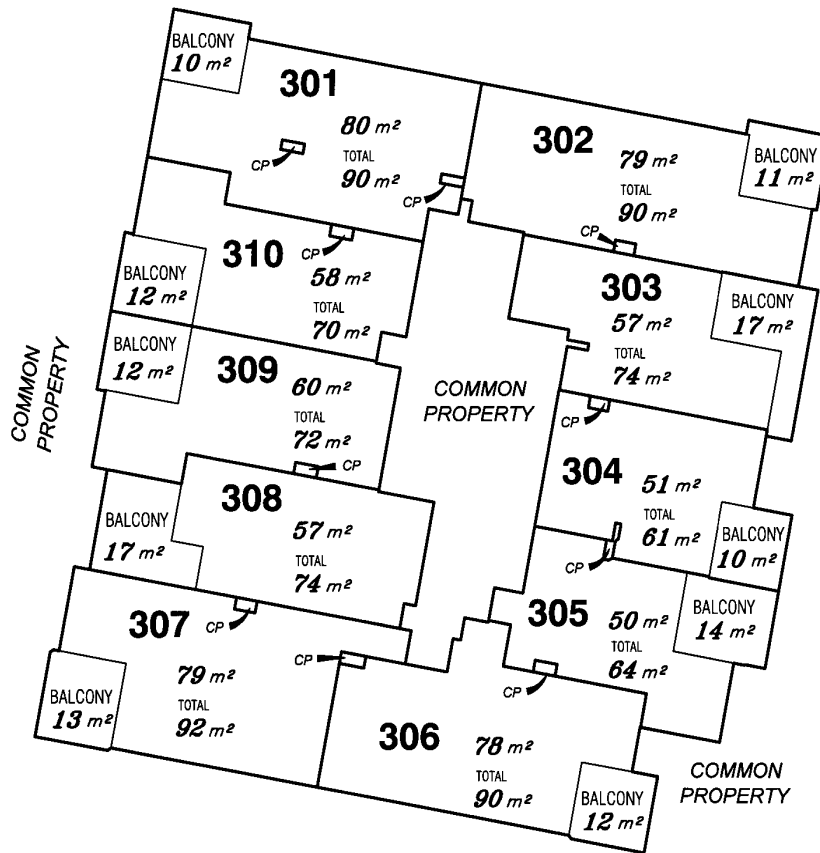
SCALE 1:200

Scale 1:200 - Lengths are in Metres.

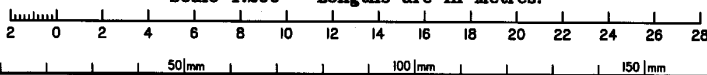


State copyright reserved.

Insert Plan Number **SP267641**

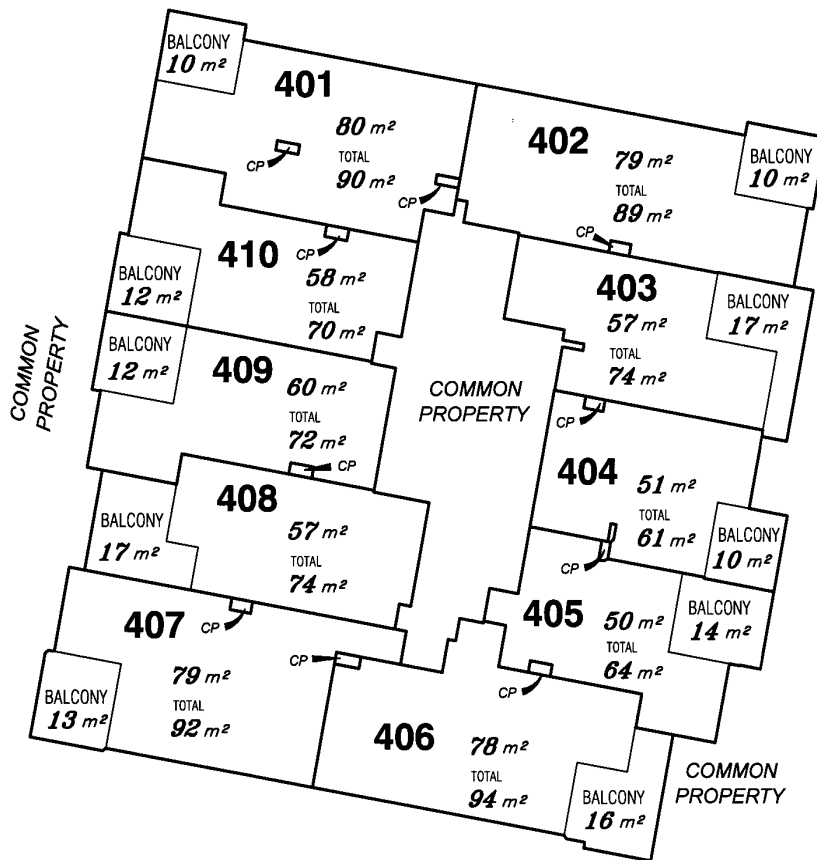


Scale 1:200 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP267641**



LEVEL G
SCALE 1:200

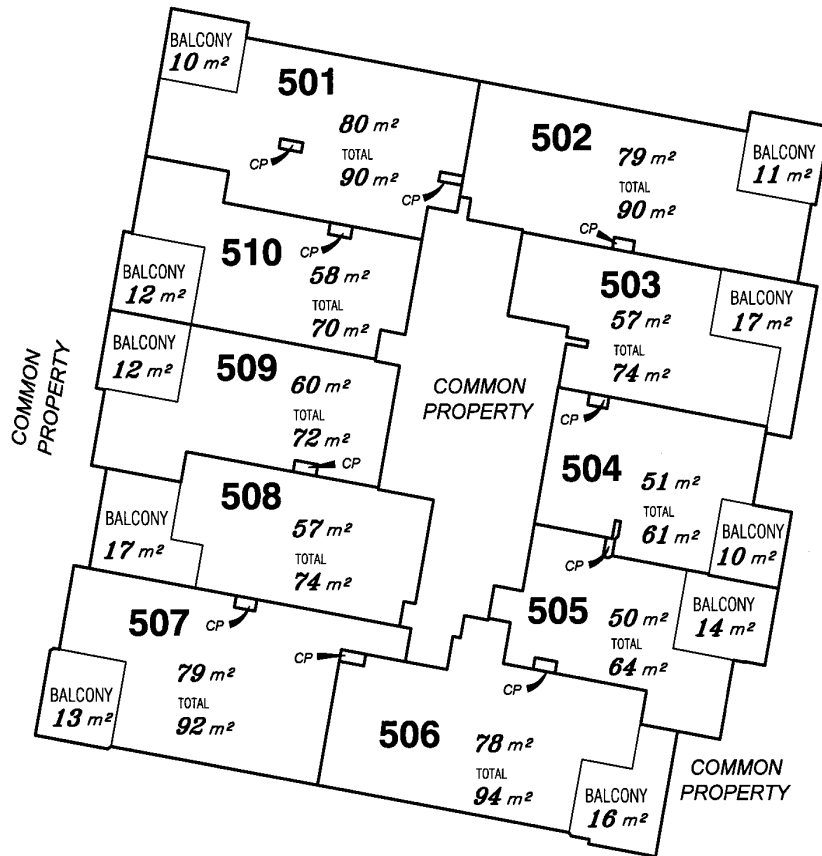
Scale 1:200 - Lengths are in Metres.

0 2 4 6 8 10 12 14 16 18 20 22 24 26 28

50mm 100mm 150mm

State copyright reserved.

Insert Plan Number **SP267641**



LEVEL H

SCALE 1:200

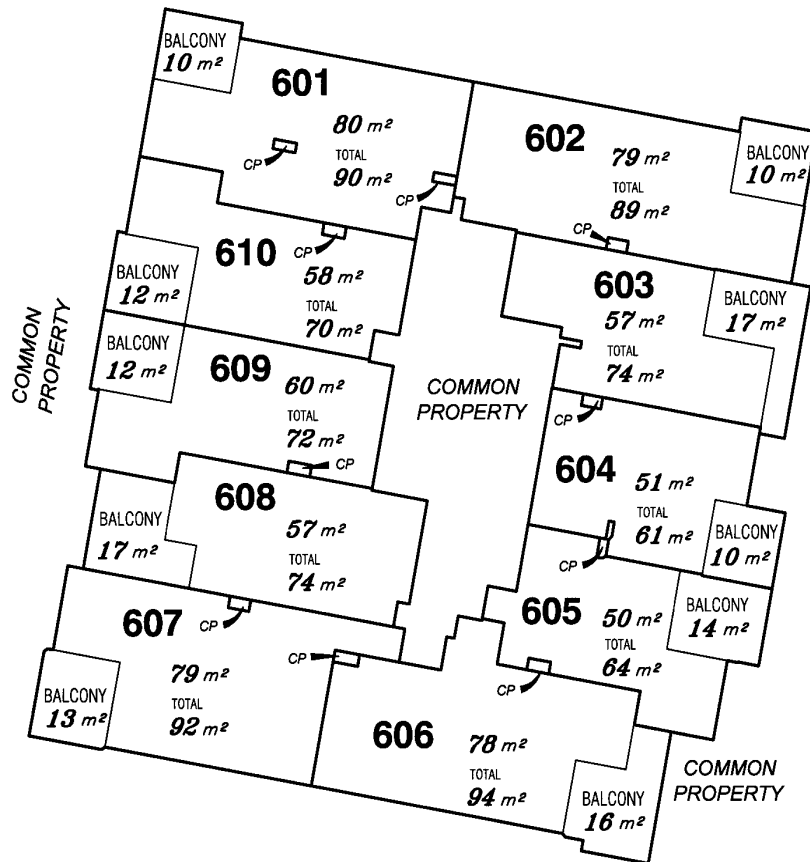
Scale 1:200 - Lengths are in Metres.

2 0 2 4 6 8 10 12 14 16 18 20 22 24 26 28

0 50mm 100mm 150mm

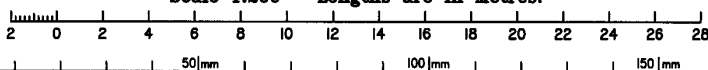
State copyright reserved.

Insert Plan Number **SP267641**



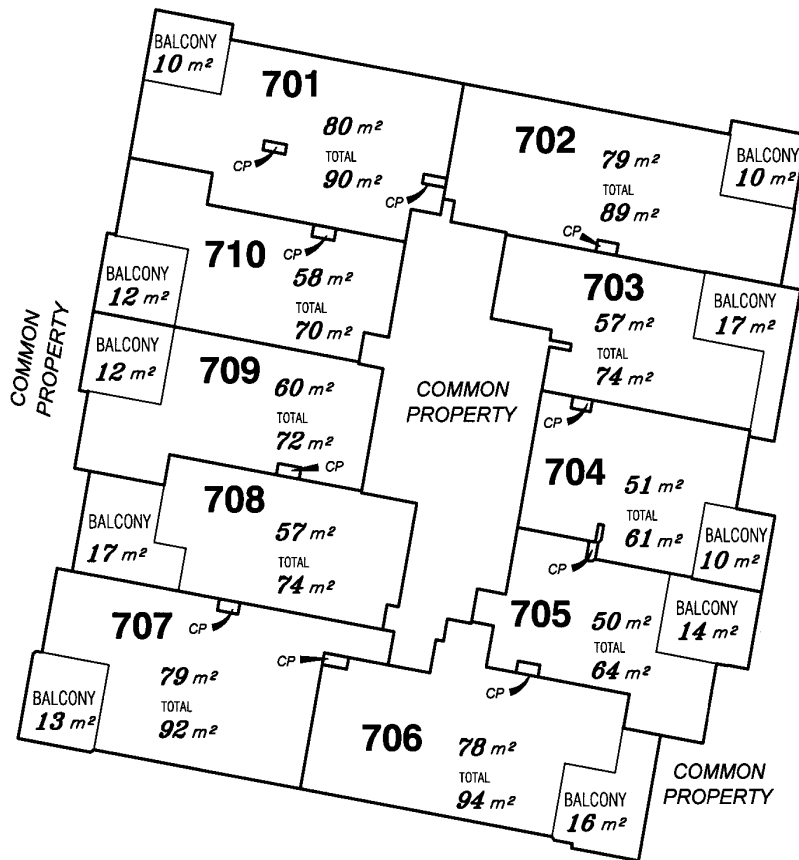
LEVEL I
SCALE 1:200

Scale 1:200 - Lengths are in Metres.



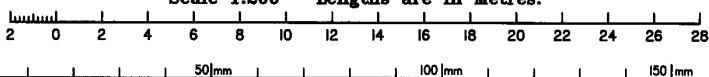
State copyright reserved.

Insert Plan Number **SP267641**



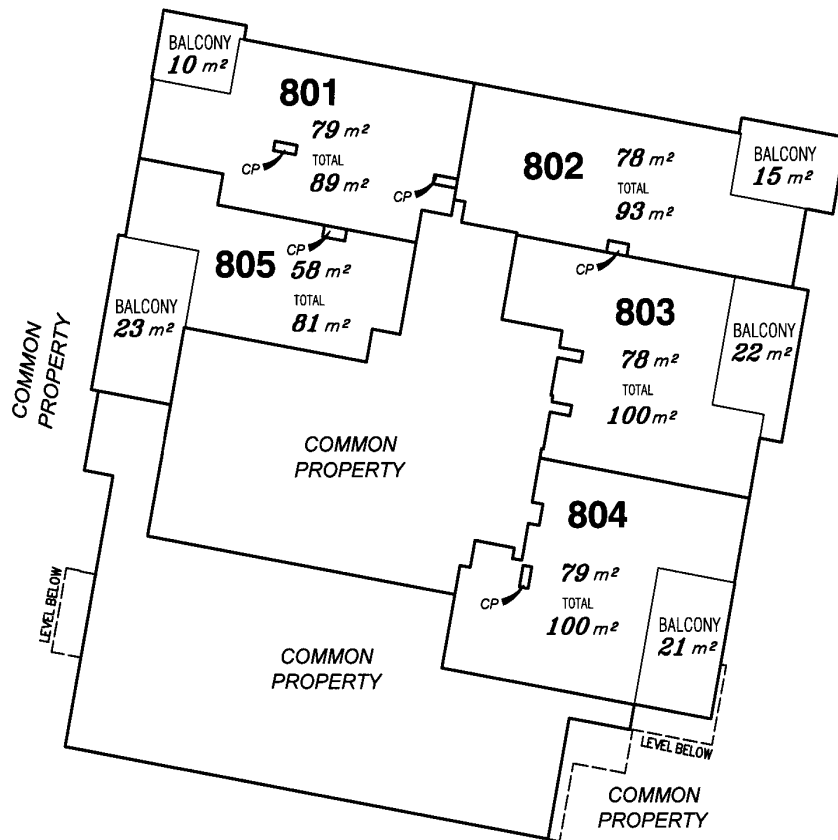
LEVEL J
SCALE 1:200

Scale 1:200 - Lengths are in Metres.



State copyright reserved.

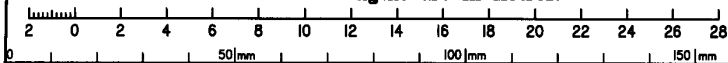
Insert Plan Number **SP267641**



LEVEL K

SCALE 1:200

Scale 1:200 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP267641**

Summary	
Last Bill Nett Amount Payable	\$611.80
Last Bill Due Date	03/08/2026
Balance Outstanding (to 30/09/2026)	\$0.00
Requested Information	
Request date	16/09/2026 17:04
Lot on Plan	L.805/SP.267641
Settlement Date	16/09/2026
The settlement date is used for interest calculation purposes only.	
Rate Account Details	
Rate Account Number	500000005351006
Real Property Description	L.805 SP.267641 PAR NTH BRISBANE 486/40566
Property Address(es)	LUMIRA APARTMENTS 805/16 MASTERS ST, NEWSTEAD QLD 4006
Last Bill Details	
Issue Date	03/07/2026
Due Date	03/08/2026
Billed Period	01/07/2026 - 30/09/2026
Opening Balance	\$0.00
Brisbane City Council Rates & Charges	\$546.81
State Government Charges	\$65.00
Gross:	\$611.81
Discount: (if payment received by 03/08/2026)	-\$0.01
Nett:	\$611.80
Subsequent to Bill	
Discount/Rounding Allowed	-\$0.01
Payment received - 02-AUG-2026	-\$611.80
Balance of payments or charges subsequent to bill:	-\$611.81
Balance Outstanding	
Balance Outstanding (to 30/09/2026)	\$0.00



GPO Box 2765
Brisbane Q 4001

General Enquiries **13 26 57**
Faults & Emergencies **13 23 64**
www.urbanutilities.com.au

23 September 2026

INFOTRACK PTY LTD INFOTRACK PTY LTD
PO BOX 10314
BRISBANE QLD 4000

SPECIAL WATER METER READING RESULTS

Account number 150011254617
Property address LUMIRA APARTMENTS 805 16 MASTERS STREET NEWSTEAD 4006
Your reference 208072202
Lot and plan(s) 805/SP267641

Email qldsearching@infotrack.com.au

Residential Charges – Special Water Meter Read Results

Please note: The consumption has been **estimated** for this property as the water meter was not accessible at the time of inspection.

Meter ABG26013
Meter Size = 20mm

	Last read		Special read	No. of days
Period from	19/08/2026	to	22/09/2026	34
Meter readings	00000731	to	00000735	
Total consumption =	4 kL			

Average daily water consumption = 118 L per day

Water Consumption Charges		
Tier 1 Usage	4 kL at \$1.048000	\$4.19
State Bulk Water Charge	4 kL at \$3.517000	\$14.06

Water Services		
19/08/2026 - 21/09/2026		
Water Service Charge	1 @ \$217.97 per annum	\$20.29
(\$217.97 / 365 days in year x 34 days)		

Sewerage Services		
19/08/2026 - 21/09/2026		
Sewerage Service Charge	1 @ \$769.08 per annum	\$71.63
(\$769.08 x 1 / 365 days in year x 34 days)		

Special Water Meter Reading Charges	\$110.17
--	-----------------

This consumption has been calculated for transfer of title purposes.
It is the vendor/purchaser's responsibility to verify the existence of a separate water supply to all individual properties created through subdivision. Queensland Urban Utilities does not issue accounts for part periods. The apportionment of water and sewerage charges for transfer of title purposes is calculated by the vendor, purchaser or their legal or other representatives and is the sole responsibility of the vendor and purchaser. Queensland Urban Utilities will not be liable for incorrect apportionment calculations. The outstanding charge shown above, if any, is the amount payable if a bill was to be issued for this customer account on the date of this special water meter reading. Queensland Urban Utilities does not warrant or guarantee that between the date of this special water meter reading and the date of settlement additional water charges will not be incurred. While Queensland Urban Utilities will use its best endeavour to process special water meter readings within four working days of the request date, it does not make any warranty or guarantee (express or implied) and Queensland Urban Utilities will not be liable (including without limitation, liability in negligence) for any loss (including consequential or indirect loss), damage or costs resulting from the processing of this request outside this timeframe.

These charges will appear on a future account**Prior Billed Charges**

Meter ABG26013
Meter Size = 20mm

	Prior Read		Prior Read	No. of days
Period from	21/05/2026	to	19/08/2026	90
Meter readings	00000720	to	00000731	
Total consumption =	11 kL			

Water Consumption Charges

Tier 1 Usage	5.01 kL at \$0.981000	\$4.91
Tier 1 Usage	5.99 kL at \$1.048000	\$6.27
State Bulk Water Charge	5.01 kL at \$3.517000	\$17.62
State Bulk Water Charge	5.99 kL at \$3.517000	\$21.06

Water Services

21/05/2026 - 30/06/2026

Water Service Charge	1 @ \$253.45 per annum	\$28.45
(\$253.45 / 365 days in year x 41 days)		

01/07/2026 - 18/08/2026

Water Service Charge	1 @ \$217.97 per annum	\$29.25
(\$217.97 / 365 days in year x 49 days)		

Sewerage Services

21/05/2026 - 30/06/2026

Sewerage Service Charge	1 @ \$716.02 per annum	\$80.40
(\$716.02 x 1 / 365 days in year x 41 days)		

01/07/2026 - 18/08/2026

Sewerage Service Charge	1 @ \$769.08 per annum	\$103.24
(\$769.08 x 1 / 365 days in year x 49 days)		

Prior Billed Charges**\$291.20****Account Balance at 23/09/2026****\$291.20**

This balance does not include the prior unbilled or special meter read charges not yet billed to the account. Please take into consideration the prior unbilled and special meter read charges when finalising settlement figures. Any recently paid monies may not have been processed to this account. Please note interest may accrue on overdue balances.

Infrastructure Charges

A Special Meter Read is separate to infrastructure charges. To find out more about legislated infrastructure charges, payable for new or altered connections to water and wastewater infrastructure, or if infrastructure charges already apply to your property in the charges register extract, please visit our website, <https://www.urbanutilities.com.au/development/help-and-advice/fees-and-services>

This consumption has been calculated for transfer of title purposes.

It is the vendor/purchaser's responsibility to verify the existence of a separate water supply to all individual properties created through subdivision. Urban Utilities does not issue accounts for part periods. The apportionment of water and wastewater charges for transfer of title purposes is calculated by the vendor, purchaser or their legal or other representatives and is the sole responsibility of the vendor and purchaser. Urban Utilities will not be liable for incorrect apportionment calculations. The outstanding charge shown above, if any, is the amount payable if a bill was to be issued for this customer account on the date of this special water meter reading. Urban Utilities does not warrant or guarantee that between the date of this special water meter reading and the date of settlement additional water charges will not be incurred. While Urban Utilities will use its best endeavour to process special water meter readings within four working days of the request date, it does not make any warranty or guarantee (express or implied) and Urban Utilities will not be liable (including without limitation, liability in negligence) for any loss (including consequential or indirect loss), damage or costs resulting from the processing of this request outside this timeframe.

	Biller Code: 112 144
	Ref: 10 1125 4617 0000 0
Telephone & Internet Banking – BPAY®	
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au	

Please see the BPAY reference details for the above account to be settled.

This consumption has been calculated for transfer of title purposes.

It is the vendor/purchaser's responsibility to verify the existence of a separate water supply to all individual properties created through subdivision. Urban Utilities does not issue accounts for part periods. The apportionment of water and wastewater charges for transfer of title purposes is calculated by the vendor, purchaser or their legal or other representatives and is the sole responsibility of the vendor and purchaser. Urban Utilities will not be liable for incorrect apportionment calculations. The outstanding charge shown above, if any, is the amount payable if a bill was to be issued for this customer account on the date of this special water meter reading. Urban Utilities does not warrant or guarantee that between the date of this special water meter reading and the date of settlement additional water charges will not be incurred. While Urban Utilities will use its best endeavour to process special water meter readings within four working days of the request date, it does not make any warranty or guarantee (express or implied) and Urban Utilities will not be liable (including without limitation, liability in negligence) for any loss (including consequential or indirect loss), damage or costs resulting from the processing of this request outside this timeframe.



Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference: 1048683

Date: 16/09/2026

Search Request reference: 208073466

Applicant details

Applicant: Hin Kwok

stephen@ensurelegal.com.au

Buyer: Sellers Disclosure

Search response:

Your request for a property search on Lot 805 on Plan SP267641 at 805/16 MASTERS STREET, NEWSTEAD QLD 4006 has been processed.

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

Note:

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

Disclaimer:

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

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

Privacy Statement:

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



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

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

InfoTrack PTY LTD
PO Box 10314 Adelaide St
Brisbane QLD 4001

Transaction ID: 51216440 EMR Site Id: 17 September 2026
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 805 Plan: SP267641
805/16 MASTERS ST
NEWSTEAD

EMR RESULT

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

CLR RESULT

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

ADDITIONAL ADVICE

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

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

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

Administering Authority

Demi Balmes

From: searches@qcat.qld.gov.au
Sent: Thursday, 17 September 2026 10:11 AM
To: InfoTrack QLD Property Services
Cc: searches@qcat.qld.gov.au
Subject: RE: QCAT Search & Copy - 26155

Importance: High

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Queensland Civil and Administrative Tribunal
Register of Proceedings

A request has been made for a copy of any part of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the *Queensland Civil and Administrative Tribunal Act 2009* that relates to the following name:

JOSHUA ROBERT TRAVERS

You have requested a search of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the Queensland Civil and Administrative Tribunal Act 2009. This search has been limited to proceedings related to neighbour disputes, being proceedings commenced under the following Acts: • Building Act 1975, Chapter 8, Part 2A (dividing fences that are also pool barriers) • Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 • Queensland Civil and Administrative Tribunal Act 2009, Chapter 2, Part 1, Division 2 (minor civil disputes for debt or liquidated demand of money related to dividing fences or trees)

A search has been conducted of the Register of Proceedings for that name. The Register of Proceedings does not contain any information relating to that name.

This information is current as at 4/9/2026.

Queensland Civil and Administrative Tribunal

Please think about the environment before you print this message.

This email and any attachments may contain confidential, private or legally privileged information and may be protected by copyright. You may only use it if you are the person(s) it was intended to be sent to and if you use it in an authorised way. No one is allowed to use, review, alter, transmit, disclose, distribute, print or copy this email without appropriate authority.

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It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defects or interferences by third parties or replication problems.

Case types / Tree and fence disputes / Tree orders register

Tree orders register

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

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

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

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

No results found.

Search for

Submit

Last updated: 24 March 2026

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

For Residential Tenancy Authority
advice or information go to
www.rta.qld.gov.au

Part 1 Tenancy Information

1.1 Lessor

Name/trading name	Joshua Travers
-------------------	----------------

Address

C/- Lvl 1, Suite 1 , Aspley QLD	4034
---------------------------------	------

1.2 Phone	Mobile	Email
0432638779	0432638779	pm2aspley@mcgrath.com.au

ABN (Optional)
60636028683

Note - Item 1.2 is optional.

2.1 Tenant/s

Tenant 1	Full name/s Lachlan Dowling		
Phone	Mobile	Email	
Emergency contact full name/s			
Emergency contact phone			
Emergency contact email			

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list
Item 2.2 is optional. See clause 48(4).

3.1 Lessor's agent If applicable. See clause 43

Full name/trading name	McGrath & Co REA Pty Ltd
------------------------	--------------------------

Address

Lvl 1, Suite 1	
Aspley QLD	4034

3.2 Phone	Mobile	Email
0732655348	0432638779	pm2aspley@mcgrath.com.au

ABN (Optional)
60636028683

Note - Item 3.2 is optional.

Notices may be given to (Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor

Email	Yes ☒	No ☐	pm2aspley@mcgrath.com.au
Text			
Message	Yes ☐	No ☒	

4.2 Tenant/s

Email	Yes ☒	No ☐	
Text			
Message	Yes ☒	No ☐	0437940747

4.3 Agent

Email	Yes ☒	No ☐	pm2aspley@mcgrath.com.au
-------	---	-----------------------------	--------------------------

Text

Message Yes ☒ No ☐ 0732655348

5.1 Address of the rental premises

805/16 Masters Street	
Newstead QLD	4006

5.2 Inclusions provided. For example, furniture or other household goods let with the premises. Attach list if necessary

PLEASE REFER TO THE ENTRY CONDITION REPORT

5.3 Details of current repair orders for the rental premises or inclusions

--

6.1 The term of the agreement is Fixed term agreement

6.2 Starting on 17/04/2026

6.3 Ending on 15/04/2027

see clause 4(2)

Fixed term agreements only.

For continuation of tenancy agreement, see clause 6

7 Rent \$ 700.00 per week

See clause 8(1)

8 Rent must be paid on the Friday day of each

week

Insert day. See clause 8(2)

Insert week, fortnight or month

9 Methods of rent payment Insert the ways the rent must be paid. See clause 8(3)(a)

a. Direct Debit:

Payment can be processed via OurProperty Payments through the OurTenant Portal/App

b. Credit/Debit card:

Payment can be processed via OurProperty Payments through the OurTenant Portal/App

c. Wallet:

Payment can be processed via OurProperty Payments.

d. Manual EFT:

Payment can be processed via OurProperty Payments.

e. Direct Debit Control:

Payment can be processed via OurProperty Payments.

f. Post Office:

Payment can be processed at an Australia Post office with a supplied barcode for each payment. Payment can be made by Cash or EFTPOS.

Note : Payment methods available and any associated charges are subject to change over the course of the lease.

10 Place of rent payment Insert where the rent must be paid. Item 10 is optional. See clause 8(6) to (8)

Via our tenant App/ web portal. Options are Direct Debit, Credit Card, EFT (Wallet) or Cash at Post Office
--

11 Day of last rent increase Insert the day the rent was last increased for the premises

17/04/2026

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

12 Rental bond amount \$ 2800.00

See clause 13

13.1 The services supplied to the premises for which the tenant must pay See clause 16

Electricity

Gas

Phone

Any other service that a tenant must pay: Other services including, but not limited to, Internet, Foxtel/Cable TV are to be paid by the tenant as the account holder, direct to the supplier.

13.2 Is the tenant to pay for water supplied to the premises See clause 17

Yes (Usage Only)

14 If the premises is not individually metered for a service under item 13.1, the apportionment of the cost of the service for which the tenant must pay

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity	Gas	Phone
100%	100%	100%

Any other service stated in item 13.1 See special terms (page 8)

100%

15 How services must be paid for Insert for each how the tenant must pay. See clause 16(d)

Electricity **As the account holder, direct to the supplier**

Gas **As the account holder, direct to the supplier**

Phone **As the account holder, direct to the supplier**

Any other service stated in item 13.1
See special terms (page 8)

Other services including, but not limited to, Internet, Foxtel/Cable TV are to be paid by the tenant as the account holder, direct to the supplier.

16 Number of persons allowed to reside at the premises

1

See clause 22

17.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? See

Yes

clause 22

17.2 Has the tenant been given a copy of the relevant by-laws See clause 23

Yes

18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

Electrical Repairs	Wired Electrical	Phone	0439377702
Plumbing Repairs	Plumbcore	Phone	0477666277
Other repairs	Emergency Phone	Phone	0434133285

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

☒ **Yes**

☐ **No - please provide lessor contact details below**

Name Phone

19 The type and number of pets approved by the lessor to be kept at the premises (See clauses 34 to 37)

Type Number

For more information on what is defined as a pet and working dog visit the RTA's Renting with pets webpage.

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

- (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the [Residential Tenancies and Rooming Accommodation Act 2008](#)

(the Act) with that number; and

(c) a reference to a numbered item is a reference to the item with that number in [part 1](#) of this agreement; and

(d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of general tenancy agreement - ss 52 and 54-56

(1) This part states, under section 55, the standard terms of a general tenancy agreement.

(2) The [Act](#) also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.

(3) The lessor and tenant may agree on other terms of this agreement (**special terms**).

(4) A duty or entitlement under the [Act](#) overrides a standard term or special term if the term is inconsistent with the duty or entitlement.

(5) A standard term overrides a special term if they are inconsistent.

(6) Any body corporate by-laws that apply to the occupation of the premises by the tenant, for the time being in force, are taken to be terms of this agreement.

(7) A breach of this agreement may also be an offence under the [Act](#).

Examples for subclause (7)-

- It is an offence for the lessor or lessor's agent to enter the premises in contravention of the rules of entry under sections 192 to 199.
- It is an offence if the tenant does not sign and return the condition report to the lessor or lessor's agent under section 65.

3 More than 1 lessor or tenant

(1) This clause applies if more than 1 person is named in item 1 or 2.

(2) Each lessor named in item 1 must perform all of the lessor's obligations under this agreement.

(3) Each tenant named in item 2-

(a) holds their interest in the tenancy-

- i. if a special term states the tenants are joint tenants-as a joint tenant; or
- ii. otherwise-as a tenant in common; and

(b) must perform all of the tenant's obligations under this agreement.

Division 2 Entering tenancy

4 Start of tenancy

(1) The tenancy starts on the day stated in item 6.2.

(2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report - s 65

(1) The lessor or lessor's agent must prepare, in the approved form, and sign a condition report for the premises.

(2) A copy of the condition report must be given to the tenant on or before the day the tenant occupies the premises under this agreement.

(3) If the tenant does not agree with the condition report, the tenant must mark the copy of the report in an appropriate way to show the parts the tenant disagrees with.

(4) The tenant must sign and return the copy of the condition report to the lessor or lessor's agent no later than 7 days after the later of the following days -

- (a) the day the tenant occupies the premises;
- (b) the day the tenant is given the copy of the condition report.

(5) After the copy of the condition report is returned to the lessor or lessor's agent by the tenant, the lessor or lessor's agent must make a copy of the condition report and return it to the tenant within 14 days.

(6) However, the lessor or lessor's agent does not have to prepare a condition report for the premises if -

(a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and

(b) in accordance with the [Act](#), a condition report was prepared for the premises for the earlier residential tenancy agreement.

(7) If a condition report is not prepared for this agreement because subclause (6) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement - s 70

(1) This clause applies if -

- (a) this agreement is a fixed term agreement; and
- (b) none of the following notices are given, or agreements or applications made, before the day the term ends (the **end day**) -
 - i. a notice to leave;
 - ii. a notice of intention to leave;
 - iii. an abandonment termination notice;
 - iv. a notice, agreement or application relating to the death of a sole tenant under section 324A;
 - v. a separate written agreement between the lessor and tenant under section 277(a) to end this agreement.

(2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

Note - For more information about certain notices, see the information statement.

7 Costs apply to early ending of fixed term agreement - s 357A

(1) This clause applies if -

- (a) this agreement is a fixed term agreement; and
- (b) the tenant ends this agreement before the term ends other than in a way permitted under the [Act](#).

(2) The tenant must pay the reletting costs under section 357A(3).

Note - For when the tenant may end this agreement early, see clause 40 and the information statement.

(3) This clause does not apply if, after experiencing domestic violence, the tenant ends the tenant's interest in this agreement under [chapter 5, part 1, division 3](#), subdivision 2A of the [Act](#).

For more information visit the Domestic violence in a rental property webpage on the RTA website.

Division 3 Rent

8 When, how and where rent must be paid - ss 83 - 85

(1) The tenant must pay the rent stated in item 7.

(2) The rent must be paid on the days stated in item 8.

(3) The rent must be paid -

- (a) in a way stated in item 9; or

Note - Under section 83, at least 2 ways for the tenant to pay the rent must be stated in this agreement.

- (b) in a way agreed after the signing of this agreement by -

- i. the lessor or tenant giving the other party a notice proposing a way; and
- ii. the other party agreeing to the proposal in writing; or

(c) if the lessor or lessor's agent intends to change the way rent is paid to a way that is not stated in item 9 and no way is agreed to after the signing of this agreement - in a way the lessor or lessor's agent proposes by notice to the tenant under section 84A.

(4) The lessor or lessor's agent must give the tenant a notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.

(5) Also, the lessor or lessor's agent must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.

(6) If a place is stated in item 10, the rent must be paid at the place.

(7) If, after the signing of this agreement, the lessor gives a notice to the tenant stating a place, or a different place, for payment of rent and the place is reasonable, the rent must be paid at the place while the notice is in force.

(8) If no place is stated in item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

- the lessor's address for service
- the office of the lessor's agent

9 Rent in advance - s 87

The lessor or lessor's agent may require the tenant to pay rent in advance only if the payment is not more than -

- (a) for a periodic agreement - 2 weeks rent; or
- (b) for a fixed term agreement - 1 month rent.

Note - Under section 87(2), the lessor or lessor's agent must not require payment of rent under this agreement in a period for which

rent has already been paid.

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state -
 - (a) the amount of the increased rent; and
 - (b) the day from when the rent is payable; and
 - (c) the day the rent was last increased for the premises.
- (3) The day from when the increased rent is payable must not be earlier than the later of the following -
 - (a) 2 months after the day the notice is given;
 - (b) 12 months after the last rent increase for the premises in accordance with section 93.
- (4) Subject to an order of the tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if -
 - (a) the rent is increased in compliance with this clause and the [Act](#); and
 - (b) the increased rent is not payable earlier than 12 months after the last rent increase for the premises in accordance with section 93; and
 - (c) the increase in rent does not relate to -
 - (i) compliance of the premises with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about rent increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order reducing or setting aside the amount of the proposed increase if the tenant believes the increase -
 - (a) is excessive; or
 - (b) is not payable under clause 10.
- (2) However, the application must be made -
 - (a) within 30 days after the tenant receives the notice; and
 - (b) if this agreement is a fixed term agreement - before the term of this agreement ends.

12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.

Note - For information about the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in item 12, the tenant must pay to the lessor or lessor's agent the bond -
 - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments - by instalments; or
 - (c) otherwise - when the tenant signs this agreement.

Note - There is a maximum rental bond that may be required. See sections 112(1) and 146 and the information statement.
- (2) The lessor or lessor's agent must, within 10 days of receiving the rental bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The rental bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example - The lessor may claim against the rental bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

Note - For how to apply to the authority or tribunal for the rental bond at the end of the tenancy, see sections 125 to 141 and the information statement.

14 Increase in rental bond - s 154

- (1) The tenant must increase the rental bond if -
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after -
 - i. this agreement started; or
 - ii. if the bond has been increased previously, following a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the notice is given to the tenant.

Division 5 Outgoings

15 Outgoings - s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge for the premises.
Examples -
body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if -
 - (a) the lessor is the State; and
 - (b) rent is not payable under this agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

- The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if -
- (a) the tenant enjoys or shares the benefit of the service; and
 - (b) the service is stated in item 13.1; and
 - (c) either -
 - i. the premises are individually metered for the service; or
 - ii. item 14 states how the tenant's apportionment of the cost of the service is to be worked out; and
 - (d) item 15 states how the charge may be recovered by the lessor from the tenant.
- Note - Section 165(3) limits the amount the tenant must pay.*

17 Water service charges - ss 164,166 and 166A

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
 - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) item 13.2 states that the tenant must pay for water supplied to the premises
- (2) However, the tenant does not have to pay an amount -
 - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.
Note - For details about water efficiency, see the information statement.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of water consumption charges documents within 4 weeks after the lessor receives the documents.
- (6) The tenant must pay the amount of the water consumption charge to the lessor within 4 weeks after the lessor gives the tenant copies of the water consumption charges documents about the incurring of the amount.
- (7) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the water consumption charges document about the amount payable to the relevant water supplier.
- (8) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.

- (9) The tenant may be required to pay an amount, calculated for a partial billing period under section 166A, using -
- (a) a meter reading for the premises recorded in a condition report; and
 - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant; and
 - (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (10) In this clause -

water consumption charge , for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

Note - If there is a dispute about how much water (or any other service charge) the tenant should pay for, the lessor or tenant may attempt to resolve the dispute by conciliation.

water consumption charges document means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

Division 6 Rights and obligations during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments -

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence.

19 Vacant possession and quiet enjoyment- ss 182 and 183

(1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

Editor's note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

20 Lessor's right to enter the premises - ss 192-199

The lessor or lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

21 Tenant's use of premises - ss 10 and 184

- (1) The tenant may use the premises -
- (a) only as a place of residence; or
 - (b) mainly as a place of residence and for another use allowed under a special term.

- (2) The tenant must not -
- (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance -

- using paints or chemicals on the premises that go onto or cause odours on adjoining land
- making loud noises
- allowing large amounts of water to escape onto adjoining land

- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Number of occupants allowed

No more than the number of persons stated in item 16 may reside at the premises.

23 Body corporate by-laws - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -

- (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
- (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

Subdivision 2 Standard of premises

24 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
- (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (e) the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
- (2) While the tenancy continues, the lessor must -
- (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and
 - (d) keep any common area included in the premises clean; and
 - (e) ensure the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
- (3) However, the lessor is not required to comply with subclause(1) (c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
- (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - (d) the non-standard items are not a risk to health or safety; and
 - (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -

non-standard items means the fixtures attached to the premises and inclusions supplied with the premises stated in item 5.2.

premises include any common area available for use by the tenant with the premises.

25 Tenant's obligations generally - s 188

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.
- For more information visit the Domestic violence in a rental property webpage on the RTA website.

Subdivision 3 The dwelling

26 Fixtures or structural changes - ss 207 - 209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if -
- (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
 - (b) the lessor agrees to the request; and
 - (c) for body corporate premises - the body corporate agrees to the request; and
 - (d) the fixture is attached, or structural change is made, in accordance with the lessor's agreement.
- Note* -Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.
- (2) The lessor must -
- (a) decide the request -
 - (i) within 28 days after receiving the request; or
 - (ii) if the premises are not body corporate premises - within a longer period, if agreed to by the tenant and lessor; and

- (b) advise the tenant of the lessor's decision; and
- (c) if the lessor agrees to the request and the premises are body corporate premises -
 - (i) state that the lessor's agreement is subject to agreement by the body corporate; and
 - (ii) give the request to the body corporate within 28 days after receiving the request; and
 - (iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.
- (3) If the lessor agrees to the request, the lessor must give the tenant an agreement that -
 - (a) is in writing; and
 - (b) describes the nature of the fixture or structural change; and
 - (c) states any conditions of the agreement, including any conditions given by the body corporate.

Examples of conditions -

- i. that the tenant must maintain the fixture in a particular way
 - ii. that the tenant must remove the fixture and must repair damage caused by removing the fixture
 - iii. that the lessor must compensate the tenant for the fixture if the tenant can not remove it
- (4) The tenant must comply with any conditions of the agreement given by the lessor or body corporate.
- (5) In this clause -
 - body corporate premises** means premises -
 - (a) that are part of a body corporate scheme; and
 - (b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

27 Action by lessor for breach of lessor's agreement about fixture or structural change - s 209A

- (1) This clause applies if -
 - (a) the tenant attaches a fixture, or makes a structural change, to the premises; and
 - (b) the lessor's agreement is given under section 208 to attach the fixture or make the structural change; and
 - (c) the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.
- (2) The lessor may -
 - (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach and treat the fixture or structural change as an improvement to the premises for the lessor's benefit.

28 Supply of locks and keys - s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, give 1 of the tenants, a key for each lock that -
 - (a) secures an entry to the premises; or
 - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

29 Changing locks - ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if -
 - (a) the other party to this agreement agrees to the change; or
 - (b) the lessor or tenant has a reasonable excuse for making the change; or
 - (c) the lessor or tenant believes the change is necessary because of an emergency; or
 - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant -
 - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
For more information visit the Domestic violence in a rental property webpage on the RTA website.
 - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes a lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
 - (a) the other party agrees to not being given the key; or
 - (b) the tribunal orders that the key not be given to the other party
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to

any other person without the tenant's agreement or a reasonable excuse.

(6) The right of the lessor or tenant to change a lock under this clause is subject to a body corporate law or a body corporate by-law that applies to the premises.

Subdivision 4 Damage and repairs

30 Meaning of emergency and routine repairs - ss 214 and 215

- (1) **Emergency repairs** are works needed to repair any of the following -
- (a) a burst water service or serious water service leak;
 - (b) a blocked or broken lavatory system;
 - (c) a serious roof leak;
 - (d) a gas leak;
 - (e) a dangerous electrical fault;
 - (f) flooding or serious flood damage;
 - (g) serious storm, fire or impact damage;
 - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
 - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - (j) a fault or damage that makes the premises unsafe or insecure;
 - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the premises;
 - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a tenant in gaining access to, or using, the premises.
- (2) Also, **emergency repairs** are works needed for the premises to comply with the prescribed minimum housing standards.
- (3) **Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either -
- (a) in item 18; or
 - (b) in a notice given by the lessor to the tenant.
- (2) The notice must state -
- (a) the name and telephone number of the nominated repairer; and
 - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if -
- (a) the lessor has given the tenant a telephone number of the lessor; and
 - (b) the lessor gives notice to the tenant that the lessor is to arrange for emergency repairs to be made to the premises.

32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to the lessor if -
- (a) there is no nominated repairer for the repairs; or
 - (b) a nominated repairer for the repairs is not the tenant's first point of contact; or
 - (c) a nominated repairer for the repairs is the tenant's first point of contact but the tenant has been unable to contact the repairer after making reasonable efforts.
- (4) If the premises need emergency repairs and there is a nominated repairer of the lessor for the repairs, the notice must be given to the repairer if -
- (a) the repairer is the tenant's first point of contact; or
 - (b) the repairer is not the tenant's first point of contact but the tenant has been unable to contact the lessor after making reasonable efforts.
- (5) Despite clause 48, a notice under this clause does not need to be written.
- (6) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.
For more information visit the Domestic violence in a rental property webpage on the RTA website.

33 Emergency repairs arranged by tenant - ss 218 and 219

(1) The tenant may arrange for a suitably qualified person to make emergency repairs of the premises or apply to the tribunal under section 221 for orders about the repairs if -

- (a) the tenant has been unable to notify the lessor or nominated repairer of the need for the repairs; or
- (b) the repairs are not made within a reasonable time after notice is given.

Note - Section 219A also provides that the lessor's agent may arrange for emergency repairs.

(2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.

Note - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

34 Keeping pets and other animals at premises - ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 19.

Notes -

1 If item 19 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.

2 For additional approvals to keep a pet at the premises, see clause 36.

(4) An authorisation to keep a pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters -

- (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
- (b) a change in the lessor or lessor's agent;
- (c) for a working dog - the retirement of the dog from the service the dog provided as a working dog.

(5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples -

1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.

2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

35 Tenant responsible for pets and other animals - s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises caused by the pet or other animal.
- (3) Damage to the premises caused by the pet or other animal is not fair wear and tear.

36 Request for approval to keep pet - ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state -

- (a) whether the lessor approves or refuses the tenant's request; and
- (b) if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and

Note - See clause 37 for limitations on conditions of approval to keep a pet at the premises.

- (c) if the lessor refuses the tenant's request-

- (i) the grounds for the refusal; and
- (ii) the reasons the lessor believes the grounds for the refusal apply to the request.

(4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -

- (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
- (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;

(c) keeping the pet is likely to cause damage to the premises that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;

(d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;

- (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 37 - the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if -
- (a) the lessor does not comply with subclause (2); or
 - (b) the lessor's response does not comply with subclause (3).

37 Conditions for approval to keep pet at premises - s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions -
- (a) relate only to keeping the pet at the premises; and
 - (b) are reasonable having regard to the type of pet and the nature of the premises; and
 - (c) are stated in the written approval given to the tenant under clause 36(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable -
- (a) if the pet is not a type of pet ordinarily kept inside - a condition requiring the pet to be kept outside at the premises;
 - (b) if the pet is capable of carrying parasites that could infest the premises - a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - (c) if the pet is allowed inside the premises - a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition -
- (a) would have the effect of the lessor contravening section 171 or 172; or
 - (b) would, as a term of this agreement, be void under section 173; or
 - (c) would increase the rent or rental bond payable by the tenant; or
 - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

38 General - ss 238 and 240

- (1) Subject to clause 39, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if
- (a) the lessor agrees in writing to the transfer or subletting; or
 - (b) the transfer or subletting is made under an order of the tribunal.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

39 State assisted lessors or employees of lessor - s 237

- (1) This clause applies if -
- (a) the lessor is the State; or
 - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - (c) the tenant's right to occupy the premises is given under the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends

40 Ending of agreement - s 277

- (1) This agreement ends only if -
- (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or

(c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or

(d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or

(e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or

(f) the tribunal makes an order terminating this agreement.

(2) Also, this agreement ends for a sole tenant if -

(a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or

Note - See [chapter 5, part 1, division 3](#), subdivision 2A of the [Act](#) for the obligations of the lessor and tenant relating to a notice ending tenancy interest.

(b) the tenant dies.

Note - See section 324A for when this agreement ends if a sole tenant dies.

41 Condition premises must be left in - s 188

(1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

Examples of what may be fair wear and tear -

- i. wear that happens during normal use
- ii. changes that happen with ageing

(2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

For more information visit the Domestic violence in a rental property webpage on the RTA website.

42 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

43 Tenant's forwarding address - s 205

(1) When handing over possession of the premises, the tenant must, if the lessor or lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or lessor's agent the tenant's new residential address.

(2) However, subclause (1) does not apply if -

(a) the tenant has a reasonable excuse for not telling the lessor or lessor's agent the new address; or

(b) after experiencing domestic violence, the tenant ended the tenant's interest in this agreement, under [chapter 5, part 1, division 3](#), subdivision 2A of the [Act](#).

For more information visit the Domestic violence in a rental property webpage on the RTA website.

44 Exit condition report - s 66

(1) The tenant must, on or before the day this agreement ends, prepare and sign a condition report for the premises in the approved form.

Note - For the approved form for the condition report, see the information statement.

(2) As soon as practicable after this agreement ends, the tenant must give 1 copy of the condition report to the lessor or lessor's agent.

Example of what might be as soon as practicable - when the tenant returns the keys for the premises to the lessor or lessor's agent

(3) The lessor or lessor's agent must, within 3 business days after receiving the copy of the condition report-

(a) sign the copy; and

(b) if the lessor or lessor's agent does not agree with the report - show the parts of the report the lessor or lessor's agent disagrees with by marking the copy in an appropriate way; and

(c) if the tenant has given a forwarding address to the lessor or lessor's agent - make a copy of the report and return it to the tenant at the address.

(4) The lessor or lessor's agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

45 Goods or documents left behind on premises - ss 363 and 364

(1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.

(2) The lessor may not treat belongings left behind as the lessor's own property but must deal with them under sections 363 and 364.

Division 9 Miscellaneous

46 Supply of goods and services - s 171

- (1) The lessor or lessor's agent must not require the tenant to buy goods or services from the lessor, the lessor's agent or a person nominated by the lessor or lessor's agent.
- (2) Subclause (1) does not apply to -
 - (a) a requirement about a service charge; or
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 37; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

47 Lessor's agent - s 206

- (1) The name and address for service of the lessor's agent is stated in item 3.
- (2) Unless a special term provides otherwise, the lessor's agent may -
 - (a) stand in the lessor's place in any application to the tribunal by the lessor or tenant; or
 - (b) do any thing else the lessor may do, or is required to do, under this agreement.

Note - See also [sections 24](#) and [25](#).

48 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
 - (2) A notice from the tenant to the lessor may be given to the lessor's agent.
 - (3) A notice may be given to a relevant party -
 - (a) by giving it to the relevant party personally; or
 - (b) if an address for service for the relevant party is stated in item 1, 2 or 3 - by leaving it at the address or sending it by prepaid post as a letter to the address; or
 - (c) if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2 or 3 and item 4 indicates that a notice may be given by that type of electronic communication - by sending it by electronic communication to the electronic address in accordance with the [Electronic Transactions \(Queensland\) Act 2001](#).
- Examples of types of electronic communication* - email, facsimile, text message
- (4) If no address for service is stated in item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
 - (5) A relevant party may change their address for service or electronic address only by giving notice to each other relevant party of their new address for service or a new electronic address.
 - (6) On the giving of a notice of a new address for service or new electronic address for a relevant party, the address for service or electronic address stated in the notice is taken to be the relevant party's address for the relevant item in this agreement.
 - (7) A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.
 - (8) Unless the contrary is proved -
 - (a) a notice left at an address for service is taken to have been received by the person to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by electronic communication to an electronic address is taken to have been received by the recipient -
 - (i) if the type of electronic communication is email - when the email enters the recipient's email server; or
 - (ii) if the type of electronic communication is facsimile - when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or
 - (iii) otherwise - at the time stated in the [Electronic Transactions \(Queensland\) Act 2001](#), section 24.
 - (9) In this clause -

relevant party means -

 - (a) the lessor; or
 - (b) the tenant; or
 - (c) if there is an agent of the lessor - the lessor's agent.

Part 3 Special terms Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

Addendum - Special Terms

These terms are in addition to the Standard Terms and only form part of this Agreement provided they do not conflict with the Act or the Standard Terms and the parties have agreed to the Special Terms.

1 Condition of Premises

The lessor shall ensure, as part of its obligations under Clause 25 of the Standard Terms, the premises are in a reasonable state of repair and are free from vermin at the commencement of the Tenancy.

2 Care of Premises

The Tenant agrees:

- (a) Not to do anything that involves painting, marking or defacing the premises internally or externally or using nails, screws or adhesives without the prior written consent of the Lessor.
- (b) To place all household rubbish in the bin provided by the local authority and put the bin out for collection on the designated day for collection and remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place.
- (c) Not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or to do anything that might damage or block the plumbing drainage or sewerage system servicing the premises.
- (d) Not to affix any television antenna to the premises.
- (e) Not to hang washing, or other articles anywhere but in areas provided or designated for this purpose.
- (f) To maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the premises.
- (g) Not to construct and/or use a portable wading pool, spa or such other regulated pool/s that:
 - (1) is capable of being filled with water to a depth of more than 300mm; or
 - (2) has a volume of more than 2000L; or
 - (3) has a filtration system.

Such pools as described above are considered regulated pools under the *Building Act 1975* and require compliant pool fencing and/or pool barriers.

- (h) To only operate any machinery, plant or equipment on the premises in accordance with the lessor's or manufacturer's instructions.
- (i) Not to maliciously or negligently damage the premises or any part of the premises.
- (j) Not to alter or remove any fixture or inclusion of the premises or add any lock or security device without the lessor's agreement, and in such case to provide the lessor / lessor's agent with a copy of the key or access codes.
- (k) To, in respect to smoke alarms in the premises:
 - (1) test each smoke alarm at least once every 12 months of the tenancy by:
 - (a) pressing a button or other device on the smoke alarm to indicate whether the alarm is capable of detecting smoke; or
 - (b) testing the alarm in the way stated in the Information Statement.
 - (2) replace, in accordance with the Information Statement, each battery that is spent or that the Tenant is aware is almost spent.
 - (3) advise the lessor / lessor's agent as soon as practicable when the tenant is aware a smoke alarm has failed or is about to fail
 - (4) clean each smoke alarm as stated in the information statement at least once every 12 months of the tenancy
 - (5) not remove or do anything that would reduce the effectiveness of a smoke alarm
- (l) To replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
- (m) To keep the premises free of rodents, cockroaches and other vermin and to notify the lessor promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- (n) To replace any light bulbs and fluro tubes that have blown during the term of the tenancy.
- (o) To at all times during the term of the tenancy, comply with the terms of this General Tenancy Agreement including Addendum - Special Terms.
- (p) Where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.

3 Pets

The Tenant agrees:

- (1) The tenant may not keep pets on the premises other than:
 - (a) In accordance with Item 17 of Part 2 Standard Terms, Subdivision 5 Pets and this Clause 3; or
 - (b) Subsequent to the entering into this agreement where written permission is given by the lessor, such permission being subject to the terms of this agreement.

(2) The tenant agrees at all times to:

- (a) Keep the pets under control, particularly in respect of noise.
 - (b) Maintain the cleanliness and health of the pets including appropriate vaccination.
 - (c) Keep all areas, where the pet/s are allowed, clean and parasite free.
 - (d) Abide by any body corporate by-laws and laws, by-laws and regulations of any competent authority or local council in relation to pets.
 - (e) Keep any cats indoors at night.
 - (f) Where the premises are part of a body corporate, restrain pets when in any common areas of the property by way of a leash or similar restraint device.
 - (g) Regularly remove pet droppings in an appropriate manner.
 - (h) Dispose of any deceased pets' bodies in an appropriate manner and in accordance with all local government by-laws or guidelines where applicable.
- (3) The tenant warrants that it has inspected the fences at the start of the tenancy and found them to be adequate to enclose the pet/s.
- (4) If during the tenancy the fences are found to be inadequate to enclose the pets:
- (a) The tenant must promptly remove the pet/s from the premises until the fence is repaired; and
 - (b) Report the inadequacy or damage to the lessor/lessor's agent.
- (5) If the tenant breaches any of the conditions of this Clause 3 and such breach is not rectified within 14 days of the tenant being given a notice to rectify, the tenant will be required to remove the pet/s from the premises.
- (6) Any further instruction from the lessor in relation to Pets will be included in Part 3 Special terms.

4 During Occupancy

The Tenant agrees:

- (1) The tenant agrees that only the persons nominated in Addendum - Additional Items - Item (B) or as specified on the Application for Tenancy, and their children up to the maximum number of persons authorised under this agreement, are to reside on the premises. Approval must be sought from the lessor / lessor's agent for any other persons to reside on the premises during the tenancy.
- (2) The tenant is aware that the lessor / lessor's agent may maintain possession of a set of keys to the premises.
- (3) The tenant may not grant other person's a licence to occupy or use the whole or part of the premises for the tenant's commercial gain, whether by written or verbal agreement with the other person/s, without the lessor's consent having been first obtained. The lessor must act reasonably.

5 End of Occupancy

The tenant will on vacating the premises:

- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
- (b) On the last day of the tenancy have all carpets cleaned to a professional standard similar to the standard as provided by the lessor/lessor's agent at the start of the tenancy.
- (c) Fair wear and tear accepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the Tenant's pets.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the lessor.
- (e) Leave the premises (including the grounds) in a neat and tidy condition
- (f) Fumigate as reasonably required if pets have been on the premises.
- (g) Provide written evidence of compliance with the requirements of Addendum - Special Terms - Clause 5 (b), (c) and (f) to the lessor / lessor's agent on or before vacating.
- (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

6 Breach of Tenancy

Note: Section 429 of the Act states: If there is a dispute between the lessor and tenant about (this) Agreement, either party may apply to the tribunal for an order and the tribunal may make any order it considers appropriate, to resolve the dispute.

(1) The lessor having, where appropriate, taken reasonable steps to mitigate its losses, may claim from the tenant any reasonable costs or expenses incurred by the lessor arising from or as a result of:

- (a) the acts or omissions of the tenant, its guest or invitees other than invitees permitted to enter the Premises for the purpose of carrying out works as authorised by the lessor or lessor's agent in accordance with this agreement.
- (b) the tenant's failure to comply with the tenant's obligations under the Act or this agreement.

(2) If at the end of the tenancy the tenant is in breach of any of its obligations under this tenancy agreement the lessor may rectify such breach and claim the cost of such rectification from the rental bond or the tenant, subject to the provisions of the Act.

(3) Should the agreement be terminated by the tenant or by a tenant's breach of the agreement before the ending date of this Agreement:

(a) the tenant agrees to pay reasonable costs (re-letting and advertising costs) in accordance with Clause 7 of the Standard Terms of this agreement and continue to fulfill their obligations under this agreement until another General Tenancy Agreement is entered into by the lessor / lessor's agent for the Premises or until the tenant's General Tenancy Agreement expires, whichever is sooner.

(b) the tenant may be liable to pay any loss of rent incurred by the lessor in re-letting the Premises where the lessor/ lessor's agent has taken reasonable steps to reduce or minimize rental losses.

7 Insurance/Indemnity

(1) The tenant will not by act or omission do anything which would cause any increase in the premium of any insurance the lessor may have over the premises (or their contents) or cause such insurance policy to be invalidated.

(2) The tenant shall be responsible for insuring the tenants own property.

8 Liability Statement

Except in the case where the lessor and/or the lessor's agent have been negligent or fail to comply with obligations under the Act, neither the lessor or the lessor's agent (acting with the lessor's authority) will be liable for any loss or damage suffered by the tenant or other persons on the premises with respect to either person or property AND the tenant indemnifies the lessor and/or the lessor's agent against all liability with respect to injury or damage to the tenant or other persons or the property of either occurring on the premises as a result of any act or omission by the tenant or others on the premises with the consent of the tenant. Note: The provisions of Section 429 allow either party to apply to the Tribunal in case of a dispute.

9 Interpretation

For the purposes of this agreement Premises, where mentioned shall mean the premises, fixtures and inclusions, if any.

10 Notice of Rent Increases

In the case of a fixed term agreement the tenant agrees, if a rent increase is stated in Addendum - Additional Items - Item (C):

(a) subject to Clause 10 of the Standard Terms, the rental may be increased before the term ends and such increase shall be as set out in Addendum - Additional Items - Item (C).

(b) Notice must be given by the lessor / lessor's agent not less than two months prior to the rent increase commencement date advising of a rental increase and the date of such increase.

Note: In case of a disagreement, the provisions of Clause 11 of the Standard Terms may be applicable.

11 Provision of Documents

The parties agree to the delivery and service of documents or other communication via electronic means including SMS text messaging, emailing or other forms of electronic communication where such information has been provided by a party in this Agreement.

12 Inspections

(1) The tenant will permit the lessor / lessor's agent, on entering the Premises in accordance with Clause 20 (routine inspections) of the Standard Terms, to photographically record the condition of the Premises. The photos will be used to compare with photos taken in preparation of the Entry Condition Report provided to the tenant at the start of the Tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the lessor / lessor's agent require photos of the Premise for any purpose other than as outlined above the lessor / lessor's agent must obtain the tenant's written authorisation.

(2) Reasonable care will be taken to avoid such photographic records including details of the tenant's personal property and effects.

13 Privacy Statement

(1) The lessor's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988*) and where required maintain a Privacy Policy.

(2) The Privacy Policy outlines how the lessor's agent collects and uses personal information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.

(3) You as the tenant agree the lessor's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:

- (a) the lessor of the Premises to which this Tenancy Agreement applies; and/or
 - (b) (subject to the provisions of Chapter 9 of the Act) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the lease and if applicable listing tenancy agreement breaches; and/or
 - (c) tradespeople and similar contractors engaged by the lessor / lessor's agent in order to facilitate the carrying out of works with respect to the Premises; and/or
 - (d) the lessor's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the lessor's agent relating to the administration of the Premises and use of the lessor's agent's services; and/or
 - (e) Body Corporates
- (4) Without provision of certain information the lessor's agent may not be able to act effectively or at all in the administration of this Agreement.
- (5) The tenant has the right to access such personal information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (6) The lessor's agent will provide (where applicable), on request, a copy of its Privacy Policy.

14 Telephone

Subscription to telephone and internet services will be the responsibility of, and at the cost to, the Tenant.

15 Special Terms

The parties confirm that no legal advice as to the Standard Terms or Special Terms was provided by the lessor's agent. Any Special Terms or Clauses were inserted at the specific request of a relevant party to this Agreement. No warranty is given by the lessor's agent and legal advice should be sought.

Addendum A

Change of Details

The Tenant will keep the Agent updated with any change of personal details previously provided to the Agent including mobile numbers and email addresses.

Blinds and Curtains Cords

The Tenant confirms where curtains and blinds in the premises are fitted with tie downs and tension devices it is the Tenant's responsibility to ensure curtain or blind cords are always kept secured. Where in compliance with consumer legislation a label is attached to a cord or chain warning of potential danger of unsecured cord or chains (Swing Tag) the tenant must ensure the Swing Tag is not removed and notify the agent if it is removed.

Air Conditioning Filters and Exhaust Fans

The Tenant/s agree to clean the air conditioner filters, ceiling fans and exhaust fans every 6 months and upon vacating the Premises.

Agent's Entry

The Agent, having complied with the requirements of the Act, may enter the Premises to:

- (1) carry out quarterly inspections of the Premises by a representative of the Agent
- (2) check that any breaches of the tenancy have been rectified
- (3) through itself or its authorised tradespeople, enter the Premises to carry out maintenance and repairs And if the Tenant/s are not present, the Agent is authorised to enter the Premises using its own keys.

Break In

The Tenant will, in the case of a break in, immediately contact the police and then promptly advise the Lessor/Agent.

Care of Premises

In accordance with Addendum - Special Terms Clause 2(a), BluTack and other similar products are not to be used on any interior or exterior surface of the Premises without prior written approval from the Lessor.

Carpets

For a tenancy of 12 months or more, notwithstanding the provisions of Addendum - Special Terms Clause 5(b), carpets are to be cleaned from time to time as reasonably instructed by the Lessor/Agent. All marks and stains should be removed promptly.

Gas Bottle

Where bottled gas is used the Tenant will maintain the supply and at the conclusion of the tenancy leave not less than one full cylinder upon vacating the Premise and will, at that time, provide written evidence of compliance to the Agent.

Grass Clippings

Addendum - Special Terms 2(f) is amended to read as follows:

To maintain all garden areas including watering trees and other plants, mowing the lawn, removing from the Premises garden rubbish (including pet waste and grass clippings) and keeping plants free from pests and disease.

Keys - Collection and Return

The parties agree and the Tenants acknowledge keys can only be collected and returned between the times set out in Addendum - Additional Items - Item (E).

Keys - Loss and Replacement

The Tenant will be responsible for all costs associated with the loss or replacement of keys, locks or security devices and services of a locksmith if required.

Operation Manuals

All operation manuals relating to the Premises and contents are owned by the Lessor and must remain in the Premises at the end of the tenancy.

Pest Control

(1) The Lessor having at the commencement of this Agreement had the Premises fumigated against pest and vermin by a licensed pest controller, the Tenant agrees to, at the conclusion of the tenancy, hand over the Premises fumigated to a similar standard.

(2) The Tenant agrees to provide written evidence of compliance of this requirement to the Lessor/ Lessor's Agent on or before vacating.

Photos - Condition Reports

Photos accompanying Condition Reports form part of the Condition Reports.

Property Use

The Tenant(s) confirm and agree, in accordance with Clause 21 of the Standard Terms of this Agreement, the Premises shall only be used as a place of residence by the Tenant. Use of the Premises for business purpose, without the written consent of the Lessor/ Lessor's Agent first had and obtained, is prohibited. Any such consent will be entirely at the discretion of the Lessor.

Receipt of Documents - Including Inventory Report

(1) The Tenant acknowledges having received a form 17a upon signing the Tenancy Agreement for the Premises.

(2) The Tenant acknowledges having received a form 1a Condition Report for completion and return to the Lessor in accordance with Clause 5(3) of the Standard Terms of this Agreement.

Repairs and Maintenance - Notify Agent of Incomplete / Unsatisfactory Works

Where required maintenance has been carried out, the Tenant will notify the Agent by email if in the Tenant's opinion the works are unsatisfactory or incomplete.

Repairs and Maintenance - Written Notice

The Tenant agrees and confirms all notices made in compliance with Clause 32 of the Standard Terms must be in writing and in Our Tradie www.ourtradie.com.au (emergencies excepted).

Smoke Alarms - Maintenance Company Employed

Notwithstanding the provisions of Addendum - Special Terms Clause 2(k) the Lessor confirms and acknowledges it will contract with APM to attend the Premises for the purpose of carrying out smoke alarm maintenance at the Lessor's cost, 1 times per year.

Smoking - House

No smoking by any Tenant or guest is permitted in the indoor areas of the Premises nor shall the Tenant leave around the Premises, debris arising from smoking.

Tradesperson Callout Where Tenant is Responsible

If the Tenant/s requests the services of a tradesperson to carry out repairs on the Premises and there is no fault found or the fault is found to have been caused by the Tenant/s or their guests or the Tenant's own property, the Tenant/s acknowledge and agree it will be responsible for payment of the fees charged by such tradesperson.

Water Usage Charge - Tenant to Pay

- (1) The premises being water efficient and Item 12.2 and Clause 17(1) of the Standard Terms applying, the Tenant is required to pay the water consumption charges for the premises.
- (2) Water meter readings as at the date of commencement of the tenancy will be recorded on the Entry Condition Report and subsequently in the Routine Condition Reports (quarterly during the term of the tenancy) and finally on the Exit Condition Report.
- (3) The readings having been made by the Agent the invoice amount will be calculated at the applicable rate charged by the relevant local authority from time to time.
- (4) The Agent will forward to the Tenant every 3 months an invoice for payment of the water consumption charges.
- (5) The Tenant must make payment of the invoiced amount in accordance with Clause 17(5) of the Standard Terms.

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. Do not send to the RTA - give this form to the tenant/s, keep a copy for your records.

Addendum - Additional Items

This Addendum - Additional Items page can be used to list information that does not fit in the fields provided in Part 1 Tenancy Details of the Standard RTA Form 18a.

Address for service (if different from address of the premises in Item 5.1)

Name(s) of Person(s) authorised to reside on Premises

Lachlan Dowling

Rent Increase See Clause 10 of the Standard Terms and Clause 10 of Addendum - Special Terms

Rent Increase: ☐ Applicable

Pool Safety Certificate Requirements(complete if there is a swimming pool and/or spa for use by the Tenant/s or on the Premises)

Key collection and return

Instructions for returning keys upon vacating:

Must be returned to McGrath Aspley office during business operating hours

 **Other languages:** You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8.30am to 5.00pm).

Signature of tenant 1

Print name

Lachlan Dowling

Signature



Date

26/03/2026

IP: 122.150.205.127 | Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) Ap

Signature of lessor/agent

Name/trading name

McGrath & Co REA Pty Ltd

Signature



Date

26/03/2026

Tenant CheckList

S.No	CheckList Name	Checked By	Checked From	Checked On
1	RTA Pocket Guide	Lachlan Dowling	122.150.205.60/Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) Ap	26/03/2026 06:03
2	POCKET GUIDE FOR TENANTS (Form 17a)	Lachlan Dowling	122.150.205.60/Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) Ap	26/03/2026 06:03
3	I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I ACCEPT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS	Lachlan Dowling	122.150.205.60/Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) Ap	26/03/2026 06:03

Additional Document Attachments

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QUEENSLAND LAND REGISTRY
Land Title Act 1994

BUILDING MANAGEMENT STATEMENT

Form 32 Version 2
Page 1 of 41**717044752****\$169.00**

02/02/2016 13:45

GC 450

Lodger (Name, address & phone number)

Hickey Lawyers
PO Box 5559
GOLD COAST MAIL CENTRE Q 9726
(07) 5574 1000Lodger
Code

GC49

1. Registered Owners

Ralph Lauren 57 Pty Ltd ACN 079 745 056 trustee under instrument 715275381, SPV Brisbane Pty Ltd ACN 124 684 564 trustee under instrument 715275381, Halcorp Developments No 2 Pty Ltd ACN 162 796 394

2. Lot on Plan Description of affected land

County

Parish

Title Reference

LOT 1 ON SP284807

NORTH BRISBANE

STANLEY

[To Issue from 284807]

LOT 500 ON SP284807

NORTH BRISBANE

STANLEY

[To Issue from 284807]

3. Execution

The registered owners of the lots referred to in item 2 reciprocally grant and agree to the terms and conditions of the Building Management Statement contained in the attached schedule

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer

Execution Date

Signature of Registered Owner

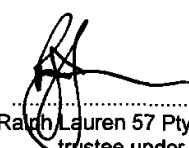
.....signature

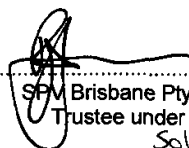
22/12/2015

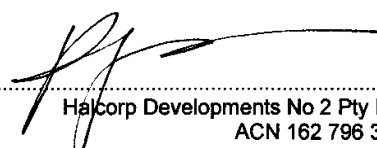
.....full name

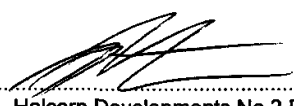
.....qualification

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)


 Ralph Lauren 57 Pty Ltd ACN 079 745 056
 trustee under instrument 715275381
 Sole Director/Secretary


 SPV Brisbane Pty Ltd ACN 124 684 564
 Trustee under instrument 715275381
 Sole Director / Secretary


 Halcorp Developments No 2 Pty Ltd
 ACN 162 796 394
 Director


 Halcorp Developments No 2 Pty Ltd
 ACN 162 796 394
 Director

Title Reference [TO ISSUE]

1. ABOUT THIS BMS

1.1 Understanding this Document

- 1.1.1 In this document there are words and terms in bold. They are defined in the dictionary in clause 19.
- 1.1.2 To assist in understanding this document there are rules of interpretation set out in the interpretation provisions of clause 18.
- 1.1.3 There are plans annexed to this **BMS** that identify certain areas regulated by this **BMS**.
- 1.1.4 There is a table of contents at the end of this **BMS**.
- 1.1.5 There is an annexure which sets out the rights and obligations of the parties to the **BMS** in relation to specific areas and facilities. The parties are bound by the terms and conditions set out in Annexure 1.

1.2 Parties to this BMS

- 1.2.1 Upon registration there will be only one party to this **BMS** which shall be the **original registered owner**.
- 1.2.2 Initially, this **BMS** shall apply to 2 lots being the **commercial lot** (volumetric lot) and the **residential lot** (standard lot).
- 1.2.3 The **original registered owner** (or a successor in title) intends to register a survey plan and a community management statement to establish a community titles scheme over the **residential lot**. If a community titles scheme is established over the **residential lot**, references in this **BMS** to the **residential lot owner** shall mean the residential body corporate.

1.3 The Complex

- 1.3.1 The 2 lots to which this **BMS** will initially apply will have different uses.
- 1.3.2 The **complex** will include the **commercial lot** and the **residential lot**. The **complex** will be a newly constructed building to be known as Lumira Apartments. In general terms, the **commercial lot** comprise the front corner of the ground floor and part of the basement of the **building**.
- 1.3.3 The **residential lot** will contain the balance of the **complex** and the land not contained in the **commercial lot** which includes (without limitation) parts of the basement carpark, part of the ground floor and the residential floors above.
- 1.3.4 The **residential lot** is the standard format remainder lot. The **residential lot** will contain an estimated 75 separate lots and common property in a community titles scheme. It is intended that there be a caretaker and a letting agent for the **residential lot**. Some of the lots may be amalgamated or reconfigured.

1.4 Reason for BMS

- 1.4.1 The **BMS** is analogous to reciprocal easements with management covenants between the **residential lot owner** and the **commercial lot owner**.
- 1.4.2 This **BMS** is an instrument by which the **owners** agree to reciprocal provisions that benefit and burden their lots. This **BMS** is intended to provide for the supply of **utility services**, access, support and shelter and insurance arrangements. It may also contain provisions for a range of administrative matters.
- 1.4.3 The terms of this **BMS** are intended to co-ordinate the development and operation of the **residential lot** and the **commercial lot** as one building.

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1.5 Not to affect Statutory Rights

The terms of this **BMS** shall not affect the statutory easement rights that exist from time to time between the owners of lots in any community title scheme.

2. SUPPLY OF SERVICES

2.1 Supply of utility services

Each **owner** grants to the other **owners** the right for the free and uninterrupted supply of **utility services** and other services or supplies to and from each **owner's lot** through, under, over and along the **utility infrastructure** of each lot.

2.2 Access for maintenance and repair of utility infrastructure

2.2.1 Each **owner** grants to the other **owners** the right for a service contractor appointed by an **owner** or the **management group** to enter onto each **owner's lot** with equipment, materials and supplies for:

2.2.1.1 the maintenance and repair of the utility infrastructure;

2.2.1.2 changing utility infrastructure in accordance with clause 2.4;

2.2.1.3 adding utility infrastructure in accordance with clause 2.5; and

2.2.1.4 anything else on any lot (for example, where access to the lot (or part of it) can only be gained from another lot).

2.2.2 A person exercising their rights under this clause 2.2 must cause as little damage and inconvenience as is possible and must immediately repair any damage caused to an **owner's lot**.

2.2.3 An **owner** occupier of other property exercising their rights under this clause 2.2 must ensure that all service contractors engaged for these works must have the appropriate public liability insurance.

2.3 No interference

Owners and others bound by this **BMS** must not interfere with the **utility infrastructure** or the supply of **utility services**, unless authorised in writing by the **management group**, a term of this **BMS** or by a relevant law.

2.4 Changing utility infrastructure

2.4.1 If it will or is likely to affect another **owner**, an **owner** may only relocate **utility infrastructure** within an **owner's lot** with the written consent of the **management group**. The **original owner** may relocate **utility infrastructure** within any lot without the consent of the **management group** if the relocation of such **utility infrastructure** is reasonably necessary for the further development of the **complex** being undertaken by the **original owner**.

2.4.2 The **management group** must not unreasonably withhold or delay giving consent if the granting of such consent does not materially affect the other **lot owner**.

2.4.3 If an **owner** relocates **utility infrastructure** in its lot without the **management group** having made a determination as to the apportionment of costs of relocation (if any) then the **owner** relocating the **utility infrastructure** shall be solely responsible for the costs of relocating the **utility infrastructure**.

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- 2.4.4 The exercise by an **owner** of rights under this clause 2.4 must not unreasonably interfere with the use or enjoyment of the **utility services** by an **owner** or an occupier of another lot.

2.5 Adding utility Infrastructure

- 2.5.1 If it is reasonably necessary for the overall benefit of the **complex** or a **lot**, an **owner** may install additional **utility infrastructure** in the **complex**.
- 2.5.2 The exercise by an **owner** of rights under this clause must not unreasonably interfere with the use and enjoyment of an **owner** or occupier's use of a **lot**. If the additional **utility infrastructure** is being installed in another **owner's** lot, the **owner** installing the additional **utility infrastructure** must obey the reasonable directions of the **lot owner** in which the additional **utility infrastructure** is being installed.
- 2.5.3 The **owner** installing the additional **utility infrastructure** must, in relation to the additional **utility infrastructure**:-
- 2.5.3.1 subject to clause 2.5.4, indemnify the **lot owner** in which the additional **utility infrastructure** is being installed from all liability and costs in connection with the additional **utility infrastructure**; and
- 2.5.3.2 make good any damage caused to an **owner's** lot by the installation of the additional **utility infrastructure**.
- 2.5.4 If the additional **utility infrastructure** would not be classified as **shared facilities**, then the cost of installing the additional **utility infrastructure** is to be borne solely by the **owner** of the **lot** who enjoys the benefit of the additional **utility infrastructure**. If the additional **utility infrastructure** is classified as **shared facilities**, then the cost of installing the additional **utility infrastructure** shall be apportioned as determined by the **management group** but if the **management group** cannot unanimously agree on the apportionment of costs within a reasonable time any **owner** may refer the matter to dispute resolution in accordance with clause 11.
- 2.5.5 For the purposes of this clause 2.5, installing additional **utility infrastructure** shall include enhancing the capacity of existing **utility infrastructure**.

2.6 Metering

The **owners** must, at their cost, install any appropriate metering (or similar equipment) to record the supply of **utility services** to their respective **lots**. The **owners** installing metering for these purposes are responsible for any future repairs and ongoing maintenance.

2.7 Connection to External Sewerage Infrastructure

- 2.7.1 The following terms apply to those sewerage lines within the **complex** that provide sewage drainage to volumetric lots through another **lot** before discharge in to the external sewerage infrastructure operated by a service provider. These lines are shown on the sewerage diagram attached to this **BMS** as Annexure 3:
- 2.7.1.1 these sewerage lines will be considered the joint property of all members of the **management group** and are not the property of the local government or other service providers;
- 2.7.1.2 the local government/service provider will not be responsible for any maintenance or repair of these sewer lines upstream of the connection point to the infrastructure operated by the local government/service provider, shown on the plan in Annexure 3;
- 2.7.1.3 the **owner** of each **lot** is responsible for the maintenance of the identified sewerage line contained within that **owners** lot;

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- 2.7.1.4 each **owner** grants to the other **owners** the right for a service contractor appointed by the relevant **owner** (and other persons authorised by the **owner**) to enter onto each **owners lot** with equipment, materials and supplies for the maintenance and repair of the jointly owned sewerage lines as required under this clause. The person exercising this right must cause as little damage and inconvenience as is possible and must immediately repair any damage caused to an **owners lot**;
- 2.7.1.5 costs for **maintenance and repair** of these lines are the responsibility of the members of the **management group**. Those costs are to be shared between the **lot owners** based on the number of pedestals within the **lot**. In any emergency, the costs may initially be borne by any member of the **management group** and that member may obtain reimbursement from the other members of the **management group**.

3. ACCESS

3.1 Access through lots generally

- 3.1.1 An **owner** must allow another **owner** to access their **lot** where:-
- 3.1.1.1 this **BMS** provides for a right of access;
- 3.1.1.2 access is needed to repair another **lot**;
- 3.1.1.3 access is needed to use or enjoy a **shared facility** which the second mentioned **owner** has the right to use or enjoy under this **BMS**;
- 3.1.1.4 to comply with or carry out obligations imposed under this **BMS**;
- 3.1.1.5 to protect a **lot** from some emergency, danger or hazard; or
- 3.1.1.6 a person needs to escape from a danger, hazard or there is an emergency.
- 3.1.2 A person exercising rights under clause 3.1.1 must cause as little damage and inconvenience as is possible in the circumstances and must immediately repair any damage caused to a **lot** or the property of the **owner** of the **lot**.
- 3.1.3 Except as otherwise stated in this **BMS**, a person bound by this **BMS** who exercises rights of access under this clause 3.1 and incurs costs, must pay the costs associated with exercising the rights of access.

3.2 No interference

Owners and others bound by this **BMS** must not unreasonably interfere with or restrict the rights of access and use created by this **BMS** and must ensure that the rights of way created by this **BMS** are not impeded except as specifically allowed under this **BMS**.

3.3 Parking in vehicle access areas

An **owner** or occupier or those authorised by them must not impede traffic and must not park any portion of a vehicle in a vehicular access area other than in nominated parking areas.

3.4 Owner to maintain and repair

Except as otherwise stated in this **BMS**, an **owner** must carry out **maintenance and repair** of all pedestrian and vehicular access areas in an **owner's lot**. This does not necessarily mean the **owner** is solely responsible for the costs of **maintenance and repair**. The costs of **maintenance and repair** are apportioned and the delegation of the **maintenance and repair** obligations are detailed under Annexure 1 and the terms of this **BMS**.

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3.5 No interference during maintenance and repair

An **owner** effecting **maintenance and repairs** to a pedestrian or vehicle access area must do so expeditiously and must minimise interference with the use and enjoyment of them.

4. SHARED FACILITIES

4.1 Annexure

Annexure 1 deals with the use of **shared facilities** and identifies:-

- 4.1.1 those parts of the **complex** and those services which may be shared by other **owners** within the **complex**;
- 4.1.2 which **lots** have the benefit of those areas or services;
- 4.1.3 the nature of the rights granted;
- 4.1.4 any conditions applying to the rights granted;
- 4.1.5 who has the responsibility to operate, and carry out **maintenance and repair** of, the relevant **shared facilities**; and
- 4.1.6 how the costs for operation, **maintenance and repair** of the **shared facilities** are to be shared.

4.2 How Annexure applies

Annexure 1 forms part of this **BMS** and binds the people bound by this **BMS** as if it was contained in the body of this **BMS**. By way of an example of how the contents of the Annexure apply (and are to be interpreted), the first item in the Annexure means that:-

- 4.2.1 the **owners** and occupiers of all the **commercial lot** and **residential lots** are entitled to use Shared Area "1" as identified on the plan;
- 4.2.2 the **residential lot owners**, as owners of part of Shared Area "1, grant to the **owner** and occupiers of the **commercial lot** (and all other persons authorised by them) the right to pass and re-pass over that part of Shared Area "1 for the purpose of pedestrian access to and from the benefited lots;
- 4.2.3 the rights granted are subject to any special conditions set out under the "Conditions Applying to Rights" column detailed in the Annexure;
- 4.2.4 the **residential lot owner** has the obligation to ensure that Shared Area "1 (and all things within that area) are:
 - 4.2.4.1 maintained in good condition and repair;
 - 4.2.4.2 kept clean and tidy at all times; and
 - 4.2.4.3 operated properly and efficiently.
- 4.2.5 the costs of energy, maintenance and capital expenditure (each of which is defined in the notes at the Annexure) incurred in respect of Area "A" are to be paid by the **residential lot owner** and by the **commercial lot owner** in the proportions detailed in the Annexure.

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4.3 Items in Annexure

The other items in Annexure 1 apply in the same way as set out in clause 4.2 taking account of the relevant information set opposite that item.

4.4 Rights granted in common

Unless provided to the contrary, all rights granted under Annexure 1 are granted in common with all others having the same rights.

4.5 Shared costs

4.5.1 The **shared costs** are payable within 14 days of request by the **owner** of the relevant lot who incurs, or is liable for, those costs. The request must be accompanied by reasonable details of the calculation of the costs, including any appropriate invoices.

4.5.2 Where any improvement is made to a **shared facility** which does not benefit a particular lot (even if the **owner** or occupier of the lot has the right to use the **shared facility**), the relevant **owner** is not required to contribute to any **shared costs** relating to that improvement.

4.5.3 If there is any dispute about whether an improvement is of benefit to a lot, any **owner** may refer it for determination under clause 11.

4.5.4 For the avoidance of doubt, if a **shared facility** has not been constructed at the date of this **BMS**, the **shared costs** are not payable until the **shared facility** has been installed or built and is operational.

4.6 Maintenance responsibility etc

Where an **owner** has responsibility for the operation, **maintenance and repair** of a **shared facility** (including renewals and replacements of the whole or any part of it) the **owner** must:-

4.6.1 carry out its responsibilities promptly, diligently and in accordance with the usual industry standards, all applicable laws and consistent with the high quality and standard of the **complex**;

4.6.2 only engage reputable and suitably qualified and appropriately insured contractors to enable it to fulfil its responsibilities; and

4.6.3 have available for inspection by any **owner** of a benefited lot in respect of the relevant **shared facility**, at reasonable times and on reasonable notice, any records or other things relevant to the performance of its responsibilities.

4.7 Maintenance of services and facilities

The **management group** may make and publish rules and take any action reasonably necessary to ensure that the **utility services**, **utility infrastructure**, the **shared facilities** and the **complex** are maintained to a high standard.

4.8 Redundant shared facility

4.8.1 If a **shared facility** becomes redundant the **management group** may:-

4.8.1.1 remove it or close it off; and

4.8.1.2 make good that part of the **complex** where it is located.

4.8.2 A redundant **shared facility** may only be removed or closed off with the consent of the **owners** having the use of it but those **owners** must not unreasonably withhold consent.

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4.9 Additional shared facilities

- 4.9.1 The **management group** may, from time to time, prepare a schedule of additional **shared facilities** and a cost sharing schedule for the additional **shared facilities** and provide a copy of it to all **members**.
- 4.9.2 All **owners** will be bound by any schedule of additional **shared facilities** and any additional schedule of cost sharing arrangements in respect of such additional **shared facilities** from the time that the **management group** approves them as if such additional schedules formed part of Annexure 1 to this **BMS**.
- 4.9.3 Notwithstanding clauses 4.9.1 and 4.9.2, if the creation of additional **shared facilities** is required in connection with the further development of the **complex** being undertaken by the **original owner**, then the **original owner** may prepare a schedule of additional **shared facilities** and a cost sharing schedule for the additional **shared facilities** and provide a copy of it to all **members**. All **owners** will be bound by any schedule of additional **shared facilities** and any additional schedule of costs sharing arrangements in respect of such additional **shared facilities** from the time that the **original owner** notifies all **members** as if such additional schedules form part of Annexure 1 to this **BMS**.

4.10 Amended shared facilities and shared costs

- 4.10.1 An **owner** may request in writing that the **management group** agree to change:-
- 4.10.1.1 the **shared facilities**; and
- 4.10.1.2 the **shared costs**, and in particular, the proportion paid by an **owner**.
- 4.10.2 Subject to 4.10.3, if the **management group** agrees by unanimous resolution to any request in clause 4.10.1, it will be effective from the date decided by the **management group**. A copy of the unanimous resolution must be held with the other records kept by the **management group**.
- 4.10.3 Despite anything else in this **BMS**, where an **owner** does not contribute to the **shared costs** for a **shared facility**, it is not entitled to vote on any change related to the relevant **shared costs** or **shared facility**.
- 4.10.4 An **owner** who is dissatisfied with the decision of the **management group** following a request under clause 4.10.1, may refer the matter for determination under clause 11.

5. SUPPORT AND SHELTER

5.1 Right to support and protection

Each **owner** grants to all other **owners** a right of subjacent and lateral support and protection from the **owner's lot** including any party walls or structures for the purpose of supporting, upholding and maintaining an **owner's lot**.

5.2 Right to shelter and protection

Each **owner** grants to all other **owners** a right of shelter and protection from the **owner's lot** for the purpose of giving shelter and protection to an **owner's lot**.

5.3 Access for maintenance and repairs

Each **owner** grants to the other **owners** the right for service contractors appointed by the relevant **owner** at reasonable times and upon reasonable written notice, or without notice in the case of emergency, to enter onto each **owner's lot** with equipment, materials and supplies for the **maintenance and repair** of any part of the **lot** including any party walls or structures supporting, upholding, sheltering or maintaining

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part of the **complex** in an **owner's lot** or otherwise to remedy any failure to maintain the rights of support and shelter granted by this **BMS**.

5.4 No interference with support and shelter

Owners and others bound by this **BMS** must not interfere with the rights of support and shelter created by this **BMS** and must ensure that the rights of support and shelter created by this **BMS** are protected at all times.

5.5 Encroachments

The **owners** consent to any minor projections or encroachments from a **lot** over the boundary of another **lot** so long as the projection or encroachment does not unreasonably interfere with the use of the **lot** subject to the projection or encroachment.

6. INSURANCE

6.1 Obligation to insure

All **owners** must arrange insurance in accordance with this **BMS**.

6.2 Management group to obtain insurance

6.2.1 Subject to clause 6.2.2, unless the **owners** agree differently (and that agreement is in writing) the **owners** authorise the **residential lot owner** to obtain insurance for the **complex** (including the **lots** and **shared facilities**) in the names and noting the interests of each **owner** and each **owner's** mortgagee if requested. The interests of each owner will be apportioned in accordance with clause 6.5.1.

6.2.2 The **management group** may agree that the **owners** take out separate insurance policies for their respective **lots** but they must be with the same insurance company.

6.3 Type of insurance

A policy of insurance obtained by or agreed to by the **management group** must:-

6.3.1 cover **damage**;

6.3.2 cover costs incidental to the reinstatement or replacement of the insured buildings, **lots** and **shared facilities** including the cost of removing debris and the fees of architects and other professional advisers;

6.3.3 provide for the reinstatement of the **complex**, **lots** and **shared facilities** (including removal of debris and preparation of the site) to their condition when new;

6.3.4 be placed with an Australian insurer authorised to write general insurance business under the Insurance Act 1973 (Commonwealth) as amended or replaced from time to time;

6.3.5 include machinery breakdown insurance;

6.3.6 include a professional indemnity liability policy for **members** of the **management group**; and

6.3.7 include a **public liability** cover for a sum not less than that nominated by the **management group**.

6.4 Inspection of policy

The **management group** must if requested by an **owner** produce for inspection a copy of the policy and a premium payment receipt or acknowledgment.

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6.5 Division of costs of insurance

- 6.5.1 Subject to clauses 6.5.2 and 6.5.3, each **owner** must pay that **owner's** share of the insurance premium for the insurance obtained by either the **residential lot owner** or the **management group** (as the case may be) under clause 6.2.1 in the shares decided by the **management group** from time to time taking into account the replacement value of the **lots** and the extent of the risk. Each **owner** must pay that **owner's** share of the insurance premium within 14 days of demand.
- 6.5.2 If the cost of the insurance increases due to:
- 6.5.2.1 the use of a lot; or
- 6.5.2.2 any claim made by a visitor to a lot
- the **owner** of the relevant lot must pay for the increase.
- 6.5.3 Any excess payable for an insurance claim must be paid by the **owner** of the lot from which the claim arose or to which the claim related.
- 6.5.4 If the **management group** cannot decide the shares referred to in clause 6.5.1 within 21 days of the matter being referred to it in writing by an **owner**, then:
- 6.5.4.1 any **owner** may request the President of the Queensland Law Society to nominate a reputable insurance or loss assessor (Nominee) to prepare an independent risk assessment report to determine each **owner's** share of the insurance premium;
- 6.5.4.2 the **owners** may make written or verbal submissions to the Nominee;
- 6.5.4.3 the Nominee will act as an expert and his decision will be final and binding upon the parties;
- 6.5.4.4 if the Nominee fails to make a decision within 45 days of the date the matter is referred to him then any **owner** may request the President of the Queensland Law Society to nominate another person (New Nominee) to determine the matter in place of the Nominee;
- 6.5.4.5 all costs incurred in the determination shall be borne as decided by the Nominee or New Nominee and, failing a decision in that regard, equally by the **owners**.

6.6 Owner's insurance

Each **owner** must and if an owner is a body corporate the body corporate must:-

- 6.6.1 insure against public liability for the each **owner's** lot (or the body corporate scheme land) for a sum not less than that nominated by the **management group** or \$20,000,000, whichever is the greater;
- 6.6.2 take out any other insurances reasonably required by the **management group** or required by law;
- 6.6.3 place the insurance with an Australian insurer authorised to write general insurance business under the Insurance Act 1973 (Commonwealth) as amended or replaced from time to time;
- 6.6.4 if requested by the **management group** produce a certificate of currency and a premium payment receipt or acknowledgment;
- 6.6.5 maintain all policies of insurance; and

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6.6.6 not do or omit to do anything which may allow the insurer to refuse a claim under an insurance policy an **owner** takes out.

6.7 General conditions of insurance

Any insurance of a **lot** required by this **BMS** may be part of a blanket insurance program maintained or caused to be maintained by an **owner**, so long as the limit of insurance is not less than that require by this **BMS**.

6.8 Management group may insure lots

The **management group** may effect any insurance that an **owner** fails to put in place after being given reasonable notice to do so. The insurance may be effected in the name of and at the expense of the **owner** failing to comply.

6.9 Lot owner to pay for insurance

An **owner** must promptly repay the **management group** effecting the insurances for all premium costs and expenses incurred under clause 6.8.

7. MANAGEMENT GROUP

7.1 Establishment

The **owners** must establish a **management group** within 30 days of registration of this **BMS** (or such longer period as they unanimously decide).

7.2 Membership of management group

7.2.1 The initial **members** of the **management group** will be:

- 7.2.1.2 the **owners** of the **commercial lots**; and
- 7.2.1.4 the **owner** of the **residential lot**.

7.2.2 One or more new **members** may be admitted to the **management group** if they are the owner of a **lot** in the **complex** or a **body corporate** within the **complex** and:

- 7.2.2.1 all existing **members** of the **management group** agree; or
- 7.2.2.2 the **original owner** nominates that **owner** as a **member** of the **management group** and gives notice of such nomination to each other **member** of the **management group**.

7.2.3 If a **lot** is subdivided and becomes a community titles scheme, the **body corporate** for that scheme will become the **member** in place of the **owners** of the **lots** comprising the scheme land.

7.3 Owner's representative

7.3.1 Each **owner** must appoint a **representative** to represent that **owner** on the **management group**.

7.3.2 A **representative** on the **management group** shall be the only person entitled to act on behalf of that **owner** and exercise the powers of that **owner** in the **management group** (including the power to convene meetings of the **management group**, receive notices from the **management group** and refer a **dispute** to dispute resolution under the terms of this **BMS**).

7.3.3 A decision or action of a **representative** shall bind the relevant **owner**.

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7.3.4 Each **member** of the **management group** must give to all other **members** contact details for its **representative** including address, telephone number, fax number and such other information that is reasonably requested.

7.4 **Alternative representative or proxy**

A **representative** may appoint an alternate representative or appoint a proxy to attend and vote on its behalf at meetings of the **management group**. Any appointment must be in writing and evidence of the appointment provided to the **management group** prior to the meeting.

7.5 **Functions**

The **management group** must:

- 7.5.1 fulfil the obligations and duties given to it under this **BMS**;
- 7.5.2 fairly and reasonably administer and manage the **complex** and **shared facilities** for the benefit of **owners**;
- 7.5.3 operate and effect **maintenance and repair** to the **complex** and **shared facilities** where required under this **BMS**;
- 7.5.4 appoint and control service contractors necessary to effect **maintenance and repair** to the **utility services**, **utility infrastructure**, the **complex** and **shared facilities** where required by this **BMS**;
- 7.5.5 fairly enforce this **BMS**;
- 7.5.6 act reasonably in anything it does under this **BMS**;
- 7.5.7 prepare budgets and accounts where required;
- 7.5.8 police compliance by **owners** with their obligations under this **BMS**;
- 7.5.9 effect insurances required by this **BMS** on behalf of the relevant **owners**;
- 7.5.10 decide costs contributions to be made by **owners** in accordance with this **BMS**; and
- 7.5.11 do anything else the **owners** unanimously decide.

7.6 **Powers of management group**

In carrying out its functions, the **management group** may on behalf of (jointly) the **owners**:

- 7.6.1 enter into service contracts;
- 7.6.2 employ service contractors;
- 7.6.3 carry out the work required to operate and effect **maintenance and repair** to the **utility services**, **utility infrastructure**, the **complex** and **shared facilities**;
- 7.6.4 modify, substitute or extend the **shared facilities**;
- 7.6.5 close down or remove the **shared facilities**;
- 7.6.6 delegate any or all of its functions to a **manager** and/or **secretary** and/or treasurer;
- 7.6.7 supervise the **manager**;

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- 7.6.8 simultaneously with the **manager**, carry out any of the functions delegated to the **manager**;
- 7.6.9 borrow or raise money and give security for the repayment of those monies;
- 7.6.10 open and operate a bank account; and
- 7.6.11 do anything else authorised by this **BMS**.

7.7 Term of management group

The **management group** ceases on extinguishment of this **BMS**.

7.8 Appointment of manager

The **management group** may appoint a **manager**. If it does so the engagement must:

- 7.8.1 be in writing;
- 7.8.2 state the functions the **manager** is authorised to carry out;
- 7.8.3 state the functions it delegates to the **manager**;
- 7.8.4 require the **manager** to have all licenses required by law;
- 7.8.5 say how the **manager** is to be paid for the **manager's** services;
- 7.8.6 contain provisions concerning the circumstances in which the **manager** may be removed and provisions concerning dispute resolution between the **management group** and **manager**;
- 7.8.7 state that the engagement of the **manager** is by the **management group** on behalf of (jointly) the **owners**; and
- 7.8.8 state that the costs of the engagement of the **manager** are to be shared equally between the **owners**.

7.9 Removal of Manager or Dispute with Manager

- 7.9.1 The **management group** may remove a **manager**. A **manager** may also be removed pursuant to a decision of an **adjudicator**.
- 7.9.2 If the **management group** and the **manager** are in dispute in respect of a matter, either the **management group** or the **manager** may refer it to be resolved in accordance with the dispute resolution provisions of this **BMS** as if the dispute was a **dispute**.

7.10 Appointment of Secretary

The **management group** may appoint a **secretary**. If it does so the engagement must:

- 7.10.1 be in writing;
- 7.10.2 state the functions the **secretary** is authorised to carry out;
- 7.10.3 state the functions it delegates to the **secretary**;
- 7.10.4 require the **secretary** to have all licenses required by law;
- 7.10.5 say how the **secretary** is to be paid for its services;

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- 7.10.6 contain provisions concerning the circumstances in which the **secretary** may be removed and provisions concerning dispute resolution between the **management group** and **secretary**;
- 7.10.7 state that the **secretary** is engaged by the **management group** on behalf of (jointly) the **owners**; and
- 7.10.8 state that the costs of the engagement of the **secretary** are to be shared equally between the **owners**.

7.11 Removal of Secretary or Dispute with Secretary

- 7.11.1 The **management group** may remove a **secretary**. A **secretary** may also be removed pursuant to a decision of an **adjudicator**.
- 7.11.2 If the **management group** and the **secretary** are in dispute in respect of a matter, either the **management group** or **secretary** may refer it to be resolved in accordance with the dispute resolution provisions of this **BMS** as if the dispute was a **dispute**.

7.12 Management group's right to access the complex

In an emergency, the **management group** may do or cause to be done anything in the **complex** or a **lot** which has not been done or done properly by an **owner**.

7.13 Service contractors may enter lots

If the **management group** acts in accordance with the previous sub-clause the **management group** may authorise service contractors to enter the **complex** or a **lot** and remain in it for so long as is necessary and at the expense of the **owner** of the **lot**.

7.14 Service contractor's liability

If the **management group** authorises a service contractor to exercise rights under the previous sub-clause, the **management group** does not incur any liability for damage arising out of the exercise of any rights under the previous sub-clause other than for damage caused maliciously or negligently.

7.15 Responsibility for actions of management group

The **owners** shall be jointly responsible and liable for the actions of the **management group**. Where a **representative** acts outside the authority of the **management group**, the relevant **owner** will be responsible for the actions of that **representative**. The **owners** shall, unless otherwise agreed, bear equally all costs, damages, loss, expenses, levies, taxes and any other liability incurred by the **management group** on their behalf. The **owners** shall each have a right of contribution against the other with respect to any amounts paid by such an **owner** that are in excess of their share.

7.16 Management group agent for owners

The **management group** acts on behalf of and as agent of the **owners** jointly.

8. MEETINGS

8.1 First Meeting

8.1.1 Within 30 days of registration of this **BMS** the **management group** must meet at a date and time convenient to the **owners**. If the **owners** cannot agree on a convenient time the meeting must be held between 9.00 am and 4.00 pm on a **business day** and at a place on the Gold Coast nominated by the party responsible for registering this **BMS**.

8.1.2 At the first meeting, the **management group** must resolve:

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- (i) The costs percentage to be shared between **owners** under clause 12.1 of this agreement;
- (ii) The contribution to be levied by the **management group** pursuant to clause 12.2 of this agreement;
- (iii) And approve the insurance policy procured for the **complex** pursuant to clause 6.2 of this agreement.

8.2 Election of Chairperson

At its first meeting the **management group** must elect by simple majority of **representatives** present a chairperson from the **owners' representatives**.

8.3 Term as Chairperson

A person elected as chairperson holds that position until he resigns or the **management group** elects another chairperson.

8.4 Chairing Meetings

If the chairperson is not present at a meeting of the **management group** the **representatives** present must appoint one of them or the **manager** to chair that meeting.

8.5 No Casting Vote

The chairperson of the **management group** does not have any casting vote.

8.6 Minimum number of meetings

The **management group** must meet at least once every twelve months.

8.7 Annual meeting

One meeting each year (called the "annual meeting") must be held within 3 months of the anniversary of the previous meeting.

8.8 Management group to decide frequency of meeting

The **management group** may decide to hold meetings more frequently.

8.9 Requested meetings

The **management group** must meet if a **representative** asks it to do so by giving a written notice to the **secretary**, or if there is no **secretary**, to each other **representative**. A meeting must be held within 21 days of the **management group's** receipt of a request to call it.

8.10 Notice for meeting

A meeting of the **management group** is called by giving fourteen (14) days written notice of the meeting and an agenda to **owners** provided that if all **representatives** agree, notice of the meeting may be waived.

8.11 Agenda for meeting

The agenda for a meeting must state the issues to be considered and decided on at a meeting. The **management group** may also consider and decide other issues raised at the meeting if all **members** of the **management group** agree.

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8.12 Form of Meeting

A meeting of the **management group** may be held by telephone or other form of communications device.

8.13 Quorum

A quorum for a **management group** meeting is all of the **representatives** in person or by their alternative representative or their proxy. If a meeting is called and there is not a quorum within 30 minutes of the time scheduled to start the meeting, the meeting must be adjourned to be held at the same place, on the same day and at the same time, in the next week. If at the adjourned meeting a quorum is again not present within 30 minutes of the time scheduled to start the adjourned meeting, the **representatives** present (whether in person or by their alternative representative or their proxy) form a quorum.

8.14 Voting

Unless specifically stated otherwise in this **BMS**, all decisions of the **management group** are to be decided by **unanimous resolution** with each **representative** having one vote. If there is a deadlock in the **management group**, a **representative** may refer the matter to be voted on to be resolved in accordance with the dispute resolution provisions of this **BMS** as if the matter was a dispute.

8.15 Validity of resolution

A resolution is a valid resolution even if no formal meeting is held but all **representatives** sign a document agreeing to the resolution.

8.16 Entitlement to vote

A **representative** may only vote if that **representative's owner** has paid all amounts due under this **BMS**.

8.17 Records

The **management group** must take accurate minutes of its meetings and accurate records of all decisions it makes.

8.18 Distribution of minutes

The **management group** must distribute minutes of its meetings to the **representatives** within twenty-one (21) **business days** after a meeting.

8.19 Records kept for 7 years

Agendas, minutes, motions, financial records and other records must be kept by the **management group** for 7 years.

8.20 Inspection of records

An **owner** or an occupier of any lot may inspect the records by:

8.20.1 applying in writing to the **management group**; and

8.20.2 paying a reasonable inspection fee fixed by the **management group**.

8.21 Time for inspection of records

The **management group** must allow an **owner** requiring an inspection to inspect the records at a reasonable time within 10 **business days** of an application being made and the inspection fee being paid.

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8.22 Removal or copying of records

An **owner** must not remove the records unless the **management group** agrees but an **owner** may take extracts from or a copy of these records at the **owner's** cost.

9. ADMINISTRATION

9.1 Management Group Rules

The **management group** may make rules and security arrangements concerning the **complex, shared facilities** and any other areas over which **owners** and others have rights of access or support and shelter. Rules made by the **management group** will be invalid to the extent that they are inconsistent with the terms of this **BMS** and any relevant law. **Owners** shall comply with rules and security arrangements made by the **management group** under this **BMS** until revoked or amended by a resolution of the **management group**.

9.2 Maintenance of services and facilities

The **management group** may make and publish rules and must take any action reasonably necessary to ensure that the **utility services, utility infrastructure, the complex and shared facilities** are maintained to a high standard.

10. ARCHITECTURAL AND LANDSCAPING STANDARDS

10.1 Management group may agree on standards

The **management group** may agree upon the architectural and landscaping standards for the **complex**. The **original owner**, or any other person nominated by the **original owner**, is not bound by any architectural landscaping standards.

10.2 Owners may request standards

An **owner** may request the **management group** to determine and publish architectural and landscaping standards for the **complex**.

10.3 Provision of standards

The **management group** must provide a copy of the architectural and landscaping standards to an **owner** on request.

10.4 Owners to comply

An **owner** must comply with all architectural and landscaping standards under this **BMS**.

10.5 Management group consent

10.5.1 It is intended that the architectural, landscaping and signage standards for the **complex** are to be kept to a high standard in keeping with the intention that the **complex** have a reputation as a high quality residential and commercial building. Subject to any specific provisions to the contrary, no additional signage may be erected or displayed on **shared facilities** by an **owner** unless the **owner** first obtains the written consent of the **management group**. The **management group** must not withhold consent to signage that is:-

- (i) within the signage standards set by the **management group**; or
- (ii) where signage is required for safety, warnings, reasonable directions and where required by law; or
- (iii) given the consent of by the **original owner**.

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10.5.2 This clause 8.5 shall not apply to the **original owner** with respect to signage for the marketing, letting and sale of **lots** in the **complex**. This clause does not apply to all signage erected prior to the date of this agreement by the **original owner**, including all signage on the **residential lot** or any **commercial lot**.

10.5.3 The **management group** shall not unreasonably withhold its consent to signage required by the **commercial lot owners** and to advertise the letting and sale of premises and the businesses carried out on the **commercial lots** provided the signage is within the signage standard plan (if any) that is included in the development approval for the **complex**.

10.5.4 The occupier of the manager's unit in the **residential lot** is permitted to erect and maintain sign to advertise the business of letting units in the residential scheme, vacancies and its trading name. The owner of the manager's unit must keep the sign in good condition and pay for all fees and outgoings for the sign including electricity to illuminate the sign.

11. DISPUTE RESOLUTION

11.1 Section does not apply to debts

The provisions of this clause do not apply to the recovery of liquidated debts (but to remove any doubt the provisions of this clause do apply to the apportionment of costs and expenses between **owners**).

11.2 Notice of dispute

If a **dispute** exists, a **representative** may give a notice of it called a **dispute notice**.

11.3 Form of notice

A **dispute notice** must:-

- 11.3.1 be in writing;
- 11.3.2 state the name and address of each **owner** involved in the **dispute**;
- 11.3.3 state in detail the grounds of the **dispute**;
- 11.3.4 be accompanied by sufficient information or materials dealing with the **dispute**; and
- 11.3.5 be served upon each **owner** involved in the **dispute**, the **management group**, the **manager** and the **secretary**.

11.4 Adjudication

11.4.1 After service of a **dispute notice** the **owners** involved must correspond with each other and make a genuine attempt to resolve the **dispute**. If the **dispute** is not resolved within 7 days of the **dispute notice** being given, an **owner** involved in the **dispute** may give an **adjudication notice** to refer the **dispute** to adjudication.

11.4.2 An **adjudication notice** must:

- 11.4.2.1 be in writing;
- 11.4.2.2 state the name and address of each **owner** involved in the **dispute**; and
- 11.4.2.3 be served upon each **owner** involved in the **dispute**, the **management group**, the **manager** and the **secretary**.

11.4.3 Appointment of adjudicator

If the relevant **owners** cannot agree on an **adjudicator** within 7 days after an **adjudication notice** is given, an **owner** may request the President for the time being of the Queensland Law Society Incorporated to:

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11.4.3.1 appoint a person who has the qualifications, experience or standing appropriate for acting as an **adjudicator** for the **dispute** and; and

11.4.3.2 tell the parties the fee or expected fee to be paid for the adjudication.

11.5 Functions of adjudicator

An **adjudicator** acting under this section:

11.5.1 acts as an expert and not as an arbitrator;

11.5.2 must investigate the **dispute** and may interview persons whom the **adjudicator** considers helpful in resolving the issues raised by the **dispute notice** and may inspect documents and collect information for that purpose;

11.5.3 must observe the rules of natural justice;

11.5.4 must act as quickly as is consistent with a fair and proper consideration of the **dispute**;

11.5.5 is not bound by the rules of evidence;

11.5.6 must determine the **dispute** within one month of being appointed; and

11.5.7 must give a decision and written reasons for the decision within 14 days of determining the **dispute**.

11.6 Adjudicator's decision binding

To the extent that it is not contrary to law, the decision of an **adjudicator** is final and binding on the parties to the **dispute** but the decision of an **adjudicator** does not operate to stop final determination of the **dispute** in a court of competent jurisdiction.

11.7 Costs of Adjudication

The **owners** involved in the **dispute** must share equally the costs of the **adjudicator** unless the **adjudicator** orders otherwise.

11.8 Each party's costs

Subject to clause 11.7, **owners** must pay their own costs in connection with a **dispute**, **dispute notice**, **adjudication notice** and adjudication.

12. COST CONTRIBUTIONS

12.1 Costs

12.1.1 Except where otherwise provided, the **management group** will decide the costs be paid by the **owners** to cover:

12.1.1.1 the cost of performing the **management group's** functions under this **BMS**;

12.1.1.2 the cost to undertake **maintenance and repair** of, install, decommission or replace the **utility services**, **utility infrastructure**, the **complex** and **shared facilities** (provided that only those **members** of the **management group** who benefit from or have located on their land the relevant **utility services**, **utility infrastructure** or **shared facilities** will be entitled to vote in respect of cost sharing arrangements associated with such particular **utility service**, **utility infrastructure** or **shared facilities**); and

12.1.1.3 other costs.

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12.1.2 Except where otherwise provided, the costs to be paid by the **owners** will be determined on a user pays basis. That is, taking into account the use of the relevant **owner** (and persons authorised by it), the consequent costs generated by such use and such other reasonable things that, in all the circumstances, are considered appropriate. To remove doubt, and by way of example, if only one **owner** benefits from a **utility service** provided by particular **utility infrastructure** (say, a satellite dish), that **owner** will be liable for all costs (direct and indirect) relating to such **utility service** and **utility infrastructure** that provides such **utility service**.

12.1.3 Where the apportionment of costs cannot, for any reason, be decided under 12.1.2, any owner may refer the matter for determination under the dispute resolution provisions of this **BMS**.

12.2 Contributions levied by Management Group

The **management group** may:

12.2.1 fix, on the basis of its budget for a year (or on the application of user pays) contributions to be levied on **owners** for that year;

12.2.2 decide the number of instalments; and

12.2.3 fix the date on or before which payment of such instalment is required.

12.3 Notice of payment due

At least 30 days (or such other period agreed upon by the **management group**) before an instalment must be paid the **management group** must give an **owner** written notice of:

12.3.1 the total amount of the contribution levied on the **owner**;

12.3.2 the amount of the instalment to be paid; and

12.3.3 the date by which the instalment must be paid.

12.4 Recovery of Debts

The **management group** may recover unpaid amounts and interest and all recovery costs as a debt.

12.5 Interest on unpaid amounts

An **owner** who fails to pay any money due to the **management group** must pay interest on the arrears from the day on which payment was due until the date it is paid at the rate 20% per annum calculated daily, or at an amount otherwise resolved by the **management group**.

12.6 Calculation of interest

Interest will be calculated on daily balances.

12.7 Management Group to establish funds

The **management group** may establish and keep an administrative fund and a capital works fund.

12.8 Bank Account

The **management group** may establish a bank account for receipts to and payments from each fund.

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12.9 Payments to Administrative Fund

The **management group** may pay into its administrative fund any amounts received by it that is not required to be paid to the capital works fund.

12.10 Payments to Capital Works Fund

The **management group** may pay all other monies it receives to the capital works fund.

12.11 Use of Administrative Fund

The administrative fund may be applied towards the day to day expenses of operating and maintaining **shared facilities**, administrative and other costs that are not capital works fund costs.

12.12 Use of Capital Works Fund

All other spending of the **management group** must be met from the capital works fund. The sinking fund payment of a party to the **management group** may be adopted in calculating the contributions in place of a capital works fund. The party to the **management group** may require reimbursement for accumulated funds on shared areas or **shared facilities**. This matter may be agreed by a sinking fund forecast stating the differentiated costs of the **commercial lots** in the **management group** or as otherwise determined by the **management group**.

12.13 Control of Money and Spending

The **management group** must not incur an expense or make a payment greater than \$1,000.00 (or such other amount that the **management group** decides) unless:

- 12.13.1 the expenditure is authorised by a meeting of the **management group**; or
- 12.13.2 an **adjudicator** acting under the dispute resolution provisions authorises payment of the expense; or
- 12.13.3 an emergency occurs and the expense is less than \$5,000.00 (or such other amount that the **management group** decides); or
- 12.13.4 it is necessary to comply with a statutory order or notice given to the **owners**; or
- 12.13.5 it is necessary to comply with a judgement or order of a court.

12.14 Investment of Surplus

The **management group** may invest surplus funds in a bank account in an interest bearing deposit with its banker and any interest earned must be paid to the fund from which the surplus funds were withdrawn.

12.15 Accounts and audits

The **management group** must keep proper accurate accounting records (if required by the **management group**) and may:

- 12.15.1 prepare for each financial year a statement of accounts showing income and expenditure for the financial year;
- 12.15.2 have the accounts audited by an auditor;
- 12.15.3 give a copy of the audited accounts to each **owner** with the notice of annual meeting.

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13. TERMINATION

13.1 Termination of BMS

The **BMS** may be terminated if:

- 13.1.1 the **owners** by **unanimous resolution** decide to terminate it; and
- 13.1.2 to the extent necessary for the effective termination of the **BMS**, agreement about termination issues is entered into between:
 - 13.1.2.1 all **owners**; and
 - 13.1.2.2 each lessee under a registered or short term lease in respect of whole or part of the **complex**; and
- 13.1.3 any other relevant provisions of the Land Title Act 1994 are complied with.

13.2 Statement of extinguishment

If clause 13.1 is satisfied, the **owners** must prepare and sign a statement of extinguishment of the **BMS** as required under the Land Title Act 1994 which must be lodged in the Department of Natural Resources and Mines.

13.3 Procedure upon extinguishment

Upon extinguishment of this **BMS**:

- (a) any **management group** bank account must be closed;
- (b) the **owners** become entitled to the credit balance of any administrative fund and capital works fund in proportion to their contributions under clause 12.2; and
- (c) the assets and liabilities shall vest severally in the **owners** in the same proportions.

13.4 Continuing current contracts

Upon extinguishment of this **BMS** all current service contracts relating to the **shared facilities** and the **complex** under the **BMS** must be maintained by the **owners** during the remaining terms of them.

13.5 Costs of current contracts on termination

Owners must contribute to the cost of the service contracts in the proportions determined by the **management group** for the payment of contributions.

13.6 Keeping records

Administrative, financial and other records maintained by the **management group**, **secretary** or the **manager** must be returned to the **owners** who must delegate one of their number to be their custodian who must retain the records for 7 years from the date of extinguishment.

13.7 Costs of keeping records

The **owners** must fix and contribute equally to the costs of the custodian appointed.

14. CONTINUING APPLICATION OF EXISTING BRISBANE CITY COUNCIL DEVELOPMENT PERMITS

Not applicable.

Title Reference [TO ISSUE]

15. GENERAL

15.1 BMS - rights run with ownership

If a lot is subdivided or amalgamated in whole or in part:

- 15.1.1 the benefit of all rights created by this **BMS** will be annexed to and run with any new lots created; and
- 15.1.2 the burden of the obligations created by this **BMS** will be annexed to and run with any new lots created.

15.2 New Building Management Statement

If this **BMS** is required to be extinguished and a new building management statement is required to be registered to reflect any change in the titling of any lot, each **owner** shall, if required, sign an extinguishment of this **BMS** and the new building management statement in the same form as this **BMS** (except for any change in titling of a lot and any other consequent changes). Each **owner** shall also cause their mortgagee to consent to such extinguishment and new building management statement and shall also, within 7 days of signing an extinguishment of this **BMS** or a new building management statement produce any duplicate certificate of title on issue in respect of their lot to the Department of Natural Resources and Mines for cancellation to allow the extinguishment of this **BMS** and/or new building management statement to register.

15.3 Non-interference

An **owner** and any person bound by this **BMS** must not interfere with a right given under this **BMS**.

15.4 Owners and others to comply

All **owners** must comply and must ensure their servants, contractors, agents, tenants, invitees and licensees comply with this **BMS**.

15.5 Obligations

Owners must act reasonably and in good faith in pursuing and ensuring the observance of the aims and objectives of this **BMS**. Others bound by this **BMS** must act reasonably and in good faith to ensure the observance by them of any obligation on them under this **BMS** and must act reasonably in pursuing the aims and objectives of this **BMS**.

15.6 Not unreasonably interfere or affect

Notwithstanding any other provision of this **BMS**, in exercising a right pursuant to this **BMS**, the person exercising the right:

- 15.6.1 must not unreasonably or adversely affect or interfere with the use or enjoyment of an occupier of all or part of a lot;
- 15.6.2 must use its reasonable endeavours to minimise any disruption or inconvenience to an **owner** or occupier's use and enjoyment of a lot, licensed area or other part of the **complex**;
- 15.6.3 if this **BMS** entitles a person to enter part of the **complex** leased to or licensed to another person, the person:
 - 14.6.3.1 must give reasonable written notice to the **owner** and occupier of the relevant area before entering; and
 - 14.6.3.2 must comply with the security or other arrangements or requirements ordinarily applying for persons entering such area,

SCHEDULE**Title Reference [TO ISSUE]**

provided clause 15.6.3.1 does not apply if the need for the entry is, or is in the nature of, an emergency.

15.7 Indemnity

An **owner** must indemnify other **owners** and the **management group** from and against all actions, claims, suits, proceedings, costs and expenses for any loss, damage, injury or death to any person or any public or private property arising directly or indirectly from the exercise by the **owner** or any person claiming under that **owner** or their servants, agents, invitees or licensees of the rights and licences established in this **BMS**.

15.8 Details to be given

Owners must advise each other and the **management group** of the following and any changes from time to time:

- 15.8.1 address for service;
- 15.8.2 telephone number;
- 15.8.3 facsimile number;
- 15.8.4 emergency contact telephone number;
- 15.8.5 the **owner's representative**; and
- 15.8.6 the **representative's** telephone number.

15.9 How notice to be given

A notice required or permitted to be given under this **BMS** must be in writing. It may be given:

- 15.9.1 by personal delivery to the addressee; or
- 15.9.2 by leaving it at the last known address of the addressee; or
- 15.9.3 be sent by pre-paid ordinary post to the last known address of the addressee; or
- 15.9.4 sent to the last known facsimile number of the addressee.

15.10 When notice is given

A notice is taken to be given:

- 15.10.1 on the second **business day** after posting (if sent by post);
- 15.10.2 on the **business day** a facsimile is sent if it is sent by 5:00pm, but otherwise on the next **business day**, unless the sender is aware the transmission is impaired.

15.11 Body Corporate

Where the context permits, upon establishment of a community titles scheme, for the purposes of this **BMS**, the **body corporate** of the community titles scheme will be treated as the **owner** of all lots in the community titles scheme.

16. FUTURE DEVELOPMENT**16.1 Potential for Further Development**

Each **owner** acknowledges that a lot may be developed or further developed.

Title Reference [TO ISSUE]

16.2 Interference to be Minimised

Such development or further development may cause temporary interference or disturbance to an **owner's** or occupier's use and enjoyment of a lot including a **shared facility** or shared structure. In undertaking any development, an **owner** shall comply with clause 16.3.

16.3 Reference to Dispute Resolution

If an **owner** or occupier of a lot in the **complex** believes that its use and enjoyment of its lot is being substantially interfered with because of development being undertaken on another lot in the **complex**, the **owner** must refer the matter as a **dispute** in accordance with the dispute resolution procedure in this **BMS**.

16.4 Further Development by Original Owner

Notwithstanding anything in this **BMS** each **owner** acknowledges and agrees that the **original owner** or an entity nominated by the **original owner** may develop or further develop a lot in a manner such that:

- 16.4.1 additional lots are created out of such lots which require separate identification under this **BMS**; or
- 16.4.2 such lots are amalgamated with existing lots under this **BMS**; or
- 16.4.3 there is the identification of new areas, or a change to existing areas, including **shared facilities** and the terms and conditions applicable to such areas; or
- 16.4.4 there is the identification of new easement rights and the terms and conditions applicable to such easement rights.

For example, part of the **residential** lot may be excised and created as a separate lot for commercial purposes.

16.5 Extinguishment or Amendment of BMS

If clause 16.4 applies, upon a request from the **original owner** each **owner** shall either:

- 16.5.1 sign an extinguishment of this **BMS** and a new building management statement; or
- 16.5.2 sign an amendment of this **BMS**,

in a form required by the **original owner** to reflect such further development and shall cause its mortgagee to consent to the extinguishment and new building management statement or amendment. Each **owner** shall also, within 7 days after a request from the **original owner** produce any duplicate certificate of title on issue in respect of their lot to the Department of Natural Resources and Mines for cancellation to allow the instrument of extinguishment or amendment or the new building management statement to register. The terms of the new building management statement or amendment shall be on terms reasonably required by the **original owner** to give effect to the proposed development or further development. The party instigating the change shall pay each **owner's** reasonable costs and expenses in complying with this sub-clause.

16.6 Power of Attorney

To further secure the rights of the **original owner** under clauses 16.4 and 16.5, each **owner**, for valuable consideration which they acknowledge receiving, irrevocably appoints each director and secretary of the **original owner** as its attorney to:

- 16.6.1 sign an amendment of this **BMS**;
- 16.6.2 sign an extinguishment of this **BMS**; or

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16.6.3 sign a new building management statement in respect of the complex,
on behalf of that **owner** and to register such document in the Department of Natural Resources and Mines.

16.7 Registration of Power of Attorney

The **original owner** may register this **BMS** as a power of attorney at any time and the **original owner** may ratify and confirm any power when exercised under clause 16.6 as attorney and agent for an **owner**.

16.8 Consent to Further Development

If this **BMS** confers on an **owner** a right of access through another **owner's** lot to enable access to the first mentioned **owner's** lot, then if the consent of the second mentioned **owner** is required to an application made by the first mentioned **owner** (being an application in respect of the use or development of the first mentioned **owner's** lot) because of the ownership of the access-way by the second mentioned **owner**, then provided that the development applied for is not inconsistent with the right of access, the second mentioned **owner** shall, within 14 days of a written request from the first mentioned **owner**, provide any necessary form of consent (as owner of the land upon which access is required) to the application of the first mentioned **owner**.

16.9 Lot owner's rules

An **owner** may make rules and security arrangements for a **lot** concerning the use and operation of improvements, pedestrian access, vehicular access and other access-ways within its **lot** but may not make rules that restrict or interfere with a right granted under this **BMS**. Any rules made by an **owner** that adversely affect another **owner** or occupier may be referred to dispute resolution by any **representative** as a **dispute**.

17. AMENDMENT

17.1 Amendment

17.1.1 Subject to clause 14, this **BMS** may be amended if the **owners** by **unanimous resolution** decide to amend it.

17.1.2 If clause 17.1.1 is satisfied, the **owners** must prepare and sign a statement of amendment of the **BMS** as required under the Land Title Act 1994 which must be lodged in the Department of Natural Resources and Mines.

17.1.3 If clause 17.1.1 is satisfied, each **owner** shall cause its mortgagee to consent to the amendment of this **BMS** and shall also, at its cost, within 7 days of the signing of the amendment of this **BMS** produce any duplicate certificate of title on issue in respect of their **lot** to the Department of Natural Resources and Mines for cancellation to allow the instrument of amendment to register.

18. INTERPRETATION

18.1 Interpretation

In this **BMS**:-

18.1.1 headings are for convenience and do not affect the interpretation of this **BMS**;

18.1.2 the singular includes the plural and vice versa;

18.1.3 a reference to a gender includes all genders;

18.1.4 a reference to a statute, regulation, proclamation, ordinance or by-law includes all variation, consolidations or replacement of them;

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18.1.5 a reference to an officer of an association or board or body which has ceased to exist include the most senior officer of the organisation established in place of the association or body to serve substantially the same purpose; and

18.1.6 words in bold have the meanings given them in the Dictionary of this **BMS**.

19. DICTIONARY

In this **BMS**:

- (a) **adjudicator** means the person appointed under clause 11.4;
- (b) **adjudication notice** means a notice given for the purposes of clause 11.4;
- (c) **body corporate** means a body corporate for a community titles scheme;
- (d) **BMS** means this building management statement;
- (e) **business day** means a day on which banks in Gold Coast are open for business;
- (f) **commercial lot** means Lot 1 on SP 284807 and any lots derived from that lot from time to time;
- (g) **complex** means the complex to which this BMS applies known as Lumira Apartments and includes all the **commercial lot** and the **residential lot**;
- (h) **Council** means the local council in the city that the **complex** is located;
- (i) **damage** means, for coverage under insurance required to be put in place under this **BMS**:-
 - (i) earthquake, explosion, fire, lightning, storm, tempest, flood and water damage; and
 - (ii) glass breakage; and
 - (iii) damage from Impact, malicious act and riot;
- (j) **dispute** means a state of affairs where the **owners** cannot reach agreement;
- (k) **dispute notice** means a notice given under clause 11.2;
- (l) **lot** means a lot as defined in the Land Title Act which is a lot in the **complex** to which this **BMS** applies and where relevant includes the common property of a **body corporate**;
- (m) **maintenance and repair** means cleaning, maintaining, inspecting, repairing, replacing, altering and renewing;
- (n) **manager** means the manager appointed under clause 7.8;
- (o) **management group** means the management group established under clause 7.1;
- (p) **member** means a member of the **management group**;
- (q) **operating costs** means the direct and indirect costs of operation and includes the costs of management and administration;
- (r) **original owners** mean Ralph Lauren 57 Pty Ltd ACN 079 745 056 as trustee under Instrument 715275381, SPV Brisbane Pty Ltd ACN 124 684 564 as trustee under Instrument 715275381 and Halcorp Developments No 2 Pty Ltd ACN 162 796 394 as trustee under Instrument 715275381 or another party nominated by them (and if a nomination is made that nominee shall be the **original owners** in lieu of the nominator until such time as the nominee nominates another party);

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- (s) **owner** means the owner of a lot from time to time and where relevant includes a **body corporate**;
- (t) **plan** means the plan or plans in Annexure 2;
- (u) **representative** means an **owner's** representative on the **management group** appointed under clause 7;
- (v) **residential lot** means at the date of registration of this **BMS** with the Queensland Land Registry lot 500 on SP 284807;
- (w) **secretary** means the professional secretary appointed under clause 7;
- (x) **shared costs** means the cost of operating, and carrying out **maintenance and repair**, of a **shared facility**;
- (y) **shared facilities** are the shared access, building services, communal facilities, machinery, equipment generators and services back up equipment (if any) and other things in the **complex** which are for the use of the **owners** and occupiers of two or more **lots**. The term includes the facilities listed in appendix 1 and any additional shared facilities nominated by the **management group** under clause 4.9. Without limiting the generality of the foregoing shared facilities includes:
- all services, areas, facilities, machinery and equipment that more than one **owner** is entitled or intended to use under this **BMS** which may include, the main switch room if it services more than one lot, any garbage collection/storage area that services more than one lot, fire control room, fire exit signs, fire pump room, plant room, car park exhaust fan room, fire control panel, booster pumps, fire alarms, any gas meter room which services the **commercial lot** and the **residential lot**, any main communication room that services the **residential lot** and the **commercial lot**, basement stairs, fire stairs, fire escapes and fire egress, fire equipment that is for use by the **residential lot** and the **commercial lot**; and
- any other areas or parts of the **utility infrastructure** shared by the **residential lot** and the **commercial lots** for which use may be needed from time to time;
- shared access ways including entrance ways, pathways, entrance halls, landings, passages, passenger and goods lifts, escalators, stairways, driveways, roadways or other reasonable areas which are designated by the **management group** as shared access ways from time to time or designated as such in this **BMS**;
- shared **structures** of the building which form a common boundary between the lots or which provide support, protection or shelter between the lots or structures where the benefit or enjoyment of the structure accrues to a lot;
- (z) **unanimous resolution** means a resolution of the **management group** which all **members** vote in favour of except those **members** that are not entitled to vote under the **BMS**;
- (aa) **utility infrastructure** means cables, wires, pipes, sewers, drains, ducts, conduits, laser and optical fibres, and electronic data or impulse communication, transmission or reception systems and any other equipment or means by which **lots** are supplied with **utility services**;
- (bb) **utility services** means:-
- water reticulation or supply;
 - gas reticulation or supply;
 - electricity supply;
 - air-conditioning;
 - a telephone service;

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- a computer, data or television service;
- a sewer system;
- drainage;
- a system for the removal or disposal of garbage or waste;
- any other system or service designed to improve the amenity or enhance the enjoyment of lots;
- irrigation; and
- security system.

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Annexure 1

PART A – Shared Areas and Facilities

Location/ Area	Description of Area	Benefited Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance/Operating Responsibility
Shared Area 1	Pedestrian Access Way	commercial lot	Pedestrian access to and from the benefited lots for the owners and occupiers and others permitted by them.	All owners and occupiers of the benefited lots must keep the area clean and tidy and comply with all rules and regulations imposed by the owner of the area.	Energy, maintenance, repair and capital	commercial lot residential lot	owner of residential lot (or residential body corporate)
Shared Area 2	Driveway on residential lot	commercial lot	Non-exclusive right of vehicular and pedestrian access over the area to and from the benefited lot for the owners and occupiers and employees of the owners and occupiers.	All owners and occupiers of the benefited lots must keep the area clean and tidy and comply with all rules and regulations imposed by the owner of the area.	Energy, maintenance, repair and capital	commercial lot residential lot	owner of residential lot (or residential body corporate)
Shared Area 3	Car park loading bay	commercial lot	Non-exclusive right of vehicular and pedestrian access over the area and the right to park motor vehicles on that part of the area designated for car parking for the purposes of loading bay uses.	All owners and occupiers of the benefited lots must keep the area clean and tidy and comply with all rules and regulations imposed by the owner of the area.	Energy, maintenance, repair and capital	commercial lot residential lot	owner of residential lot (or residential body corporate)
Shared Area 4	Driveway on residential lot	commercial lot	Non-exclusive right of vehicular and pedestrian access over the area to and from the benefited lots for the owners and occupiers and others permitted by them.	All owners and occupiers of the benefited lots must keep the area clean and tidy and comply with all rules and regulations imposed by the owner of the area.	Energy, maintenance, repair and capital	commercial lot residential lot	owner of residential lot (or residential body corporate)

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Location/ Area	Description of Area	Benefited Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance/Operating Responsibility
Shared Area 5	Pedestrian Access Way	residential lot	Pedestrian access to and from the benefited lots for the owners and occupiers and others permitted by them.	All owners and occupiers of the benefited lots must keep the area clean and tidy and comply with all rules and regulations imposed by the owner of the area.	Energy, maintenance, repair and capital	commercial lot residential lot 50% 50%	owner of commercial lot
Shared Area 6	Pedestrian Access Way	commercial lot	Pedestrian access to and from the benefited lots for the owners and occupiers and others permitted by them.	All owners and occupiers of the benefited lots must keep the area clean and tidy and comply with all rules and regulations imposed by the owner of the area.	Energy, maintenance, repair and capital	commercial lot residential lot 2% 98%	owner of commercial lot

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PART B – Shared Building Services

Shared Facility		Benefited Lots		Nature of Right		Shared Cost		Method of Apportioning Costs		Maintenance/Operating Responsibility	
Carpark ventilation	All lots which require such service			Right to shared use of service		Energy Maintenance Capital		To be determined in accordance with clause 12.1		Owner of lot on which the part of the shared service is located.	
Emergency generator or other generators.	All lots which require such service			Right to shared use of service		Energy Maintenance Capital		To be determined in accordance with clause 12.1		Owner of lot on which the part of the shared service is located.	
Security Access System (CCTV and swipe card system)	All lots which require such service			Right to shared use of service		Energy Maintenance Capital		To be determined in accordance with clause 12.1		Owner of lot on which the part of the shared service is located.	
Electrical substation (including ventilation)	All lots which require such service			Right to shared use of service		Energy Maintenance Capital		To be determined in accordance with clause 12.1		Owner of lot on which the part of the shared service is located.	
Electrical Infrastructure	All lots which require such service			Right to shared use of service		Energy Maintenance Capital		To be determined in accordance with clause 12.1		Owner of lot on which the part of the shared service is located.	
Main Switchroom (including ventilation)	All			Right to shared use of service		Maintenance or failure		To be determined in accordance with clause 12.1		Owner of lot on which the part of the shared service is located.	
Sprinkler pumps (for residential towers)	All lots which require such service			Right to shared use of service		Energy Maintenance Capital		To be determined in accordance with clause 12.1		Owner of lot on which the part of the shared service is located.	
Sprinkler incoming water supply	All lots which require such service			Right to shared use of service		Maintenance Capital		To be determined in accordance with clause 12.1		Owner of lot on which the part of the shared service is located.	
Incoming pipe mains water and pumps	All lots which require such service			Right to shared use of service		Maintenance Capital		User pays basis (based on usage measured from flow meters to be installed)		Owner of lot on which the part of the shared service is located.	
Shared sewerage infrastructure	All lots which require such service			Right to shared use of service		Maintenance Capital		To be determined in accordance with clause 12.1		Owner of lot on which the part of the shared service is located.	

SCHEDULE

Title Reference [TO ISSUE]

Shared Facility	Benefited Lots	Nature of Right	Shared Cost	Method of Apportioning Costs	Maintenance/Operating Responsibility
Shared stormwater infrastructure and pumps	All lots which require such service	Right to shared use of service	Maintenance Capital	To be determined in accordance with clause 12.1	Owner of lot on which the part of the shared service is located.
Hydrant pumps and tanks, including water tanks on residential lot	All lots which require such service	Right to shared use of service	Energy Maintenance Capital	To be determined in accordance with clause 12.1	Owner of lot on which the part of the shared service is located.
Irrigation tank and pumps for landscaping	All lots which require such service	Right to shared use of service	Energy Maintenance Capital	To be determined in accordance with clause 12.1	Owner of lot on which the part of the shared service is located.
Telephone MDF	All	Right to shared use of service	Maintenance Capital	User pays basis (based on number of lines out)	
Greasetraps	All lots which require such service	Right to shared use of service	Energy Maintenance Capital	To be determined in accordance with clause 12.1	Owner of lot on which the part of the shared service is located.

Notes to Appendix

- Basis for Apportionment of Costs

Area Basis means the shared facility cost for the relevant shared facility is apportioned based on the gross floor area of each lot benefiting from that shared facility expressed as a percentage of the total gross floor area of all of the lots benefiting.

Number of Lots Basis means the relevant shared cost will be apportioned between the lots based on the number of registered lots within each lot from time to time.

Number of Car Spaces Basis means the shared facility cost for the relevant shared facility is apportioned based on the number of car spaces in the building available for use by each lot benefiting from that shared facility expressed as a percentage of the total number of car spaces available in the building for all of the lots so benefiting. A tandem car bay is treated as 2 car spaces.

User Pays Basis means the shared facility cost for the relevant shared facility is apportioned based on a meter (or similar equipment) which records the use of the shared facility (or the thing supplied by it) by the owners of the relevant lot.

- Shared Costs

Energy means electricity and other energy costs incurred in the operation of the shared facility.

Maintenance means periodic maintenance and repairs including cleaning and servicing, testing and replacement of minor parts (eg light bulbs) and includes a proportion of the management fee paid by an owner for maintenance of the relevant facility.

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Capital means the cost of capital items including renewal and replacements of the shared facility (or any parts of it).

• **Method of Apportioning Costs**

In this appendix, the method of apportioning costs is determined by applying the method of apportioning costs as noted in the appendix to all Benefited Lots and the Owner of the Shared Area or Facility.

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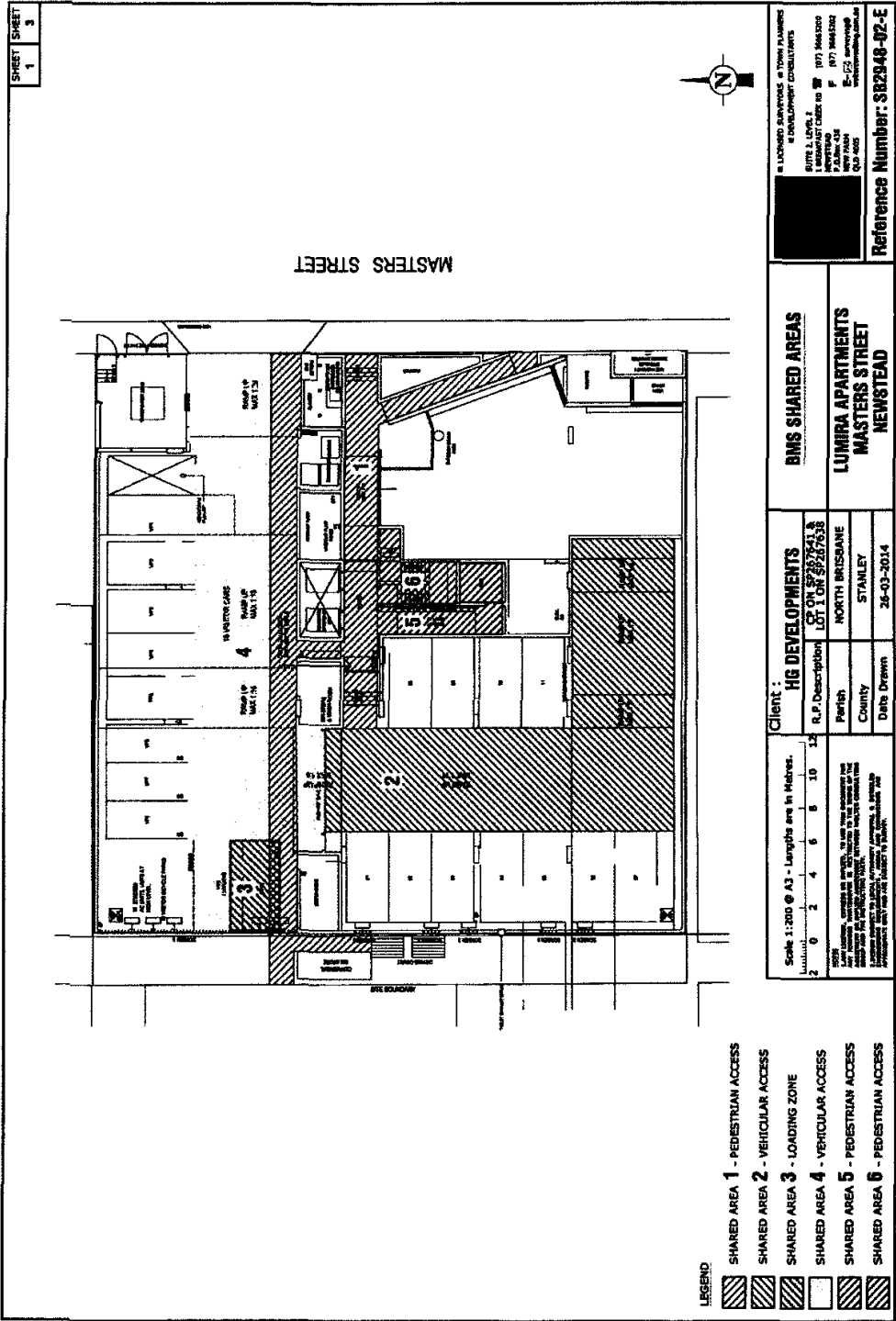
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**Annexure 2 –
Plan**

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Queensland Heritage Register

Information about places in the Queensland Heritage Register is maintained by the Department of the Environment, Tourism, Science and Innovation (DETSI) under the *Queensland Heritage Act 1992*.

Search



Filtering geographically, [reset](#) view to see all results



How to Search

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02 October 2026

LUMIRA APARTMENTS CTS 48316
Registered for GST

ABN 24 324 661 492

Tax Invoice

Infotrack Pty Limited
PO Box 10314 Adelaide St
BRISBANE QLD 4000

Ref

Re Lot 805 LUMIRA APARTMENTS CTS 48316

Fee 86.95 Paid

Above Fee includes GST

BCCM

Form 33

Department of Justice

Body corporate certificate

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

This form is effective from 1 August 2025

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

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

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

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

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

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 02/10/2026

Becoming an owner

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

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

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

How to get more information

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

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

Contacting the body corporate

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

Name and number of the community titles scheme

Lumira Apartments

CTS No. **48316**

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: **Lisa Scott**

Phone: **(07) 3620 0600**

Company: **Ernst Body Corporate Mgt BNE**

Email: **brisbane@ebcm.com.au**

Accessing records

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

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **805**

Plan type and number: **SP267641**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Accommodation

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

Yes

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

Yes

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

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
11/02/16	ALL	Maintenance, Car space,	Planter boxes, Storage Areas By-Law 36, 37, 38, 39 as per Schedule E

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: **721**

Total contribution schedule lot entitlements for all lots: **53,758**

Interest schedule

Interest schedule lot entitlement for the lot: **486**

Total interest schedule lot entitlements for all lots: **40,566**

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 **805** for the current financial year: \$ **4,336.31**

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

Discount for on-time payments (if applicable): **20** %

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/02/26 to 30/04/26	01/02/26	1,014.30	811.44	30/01/26
01/05/26 to 31/07/26	01/05/26	1,014.30	811.44	04/05/26
01/08/26 to 31/10/26	01/09/26	1,153.89	923.11	02/09/26
01/11/26 to 31/01/27	01/11/26	1,153.82	923.06	
01/02/27****30/04/27	01/02/27	1,084.10	867.28	
01/05/27****31/07/27	01/05/27	1,084.10	867.28	
			Amount overdue	Nil
			Amount Unpaid including amounts billed not yet due	\$1,153.82

Sinking fund contributions

Total amount of contributions (before any discount) for lot **805** for the current financial year: \$ **2,455.74**

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

Discount for on-time payments (if applicable): **20** %

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/02/26 to 30/04/26	01/02/26	459.64	367.71	30/01/26
01/05/26 to 31/07/26	01/05/26	459.64	367.71	04/05/26
01/08/26 to 31/10/26	01/09/26	768.23	614.58	02/09/26
01/11/26 to 31/01/27	01/11/26	768.23	614.58	
01/02/27****30/04/27	01/02/27	613.93	491.14	
01/05/27****31/07/27	01/05/27	613.93	491.14	
			Amount overdue	Nil
			Amount Unpaid including amounts billed not yet due	\$768.23

Special contributions - Administrative Fund (IF ANY)

Date determined: **08/07/26** (Access the body corporate records for more information).

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

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
				Amount overdue
				Nil
				Amount Unpaid including amounts billed not yet due
				Nil

Special contributions - Sinking Fund (IF ANY)

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

Total amount of contributions (before any discount) Nil

Number of instalments: 0 (outlined below)

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

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

Due date	Amount due	Amount due if discount applied	Paid
			Amount overdue
			Nil
			Amount Unpaid including amounts billed not yet due
			Nil

Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance	01/02/26 to 31/07/26	01/09/26	268.66	268.66	02/09/26
Insurance	01/08/26 to 31/01/27	01/12/26	268.61	268.61	

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
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No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	Nil
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$1,922.05)	Nil

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

Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
4 x Lounge Chairs	Furniture & Fittings	09/10/15	HG Developments	\$0.00	\$0.00	\$18,200.00
1 x Lounge Table Small		1 small table broken 2017				
2 x Lounge Table Large						
3 x Dining Tables	Furniture & Fittings	09/10/15	HG Developments	\$0.00	\$0.00	\$11,064.00
6 x Dining Benches						
3 x Covers for Dining Sets						
9 x Urn (Pot Planters)	Furniture & Fittings	09/10/15	HG Developments	\$0.00	\$0.00	\$2,025.00
1 x Lenovo G50 Laptop	Office Equipment	01/04/16		\$0.00	\$0.00	\$650.00

Insurance

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

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

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

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING BUP CHUBB	93213429	45,167,000.00	61,821.99	31/01/27	\$5,000 all claims or as excess (2) Refer policy schedule
COMMON CONTENTS BUP CHUBB	93213429	451,670.00	Included	31/01/27	\$5,000 or as excess (2) refer building
LEGAL LIABILITY CHUBB	93213429	20,000.00	7,093.48	31/01/27	\$5,000
OFFICE BEARERS CHUBB	93213429	1,000,000.00	Included	31/01/27	\$5,000
VOLUNTARY WORKERS CHUBB	93213429	200,000/2,000	Included	31/01/27	7 Days
CATASTROPHY INS. CHUBB	93213429	6,842,801.00	Included	31/01/27	\$5,000 or as excess (2) refer building
CRIME INSURANCE CHUBB	93213429	100,000.00	Included	31/01/27	\$5,000
LOSS RENT/TEMP ACCOM CHUBB	93213429	4,901,942.00	Included	31/01/27	\$5,000 or as excess (2) refer building
WORK HEALTH & SAFETY CHUBB	93213429	150,000.00	Included	31/01/27	\$5,000
AUDIT EXPENSES CHUBB	93213429	30,000.00	Included	31/01/27	\$1,000

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

Yes - Name of caretaking service contractor engaged: LRS Business Investment Pty Ltd

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

Yes - Name of authorised letting agent: LRS Business Investment Pty Ltd

Embedded network electricity supply

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

No

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

Body corporate authority

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

Name/s Ernst Body Corporate Mgt BNE

Positions/s held Body Corporate Manager

Date 02/10/2026

Signature/s Josh Haplasca

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

Lumira Apartments CTS 48316

16 Masters Street Newstead Qld 4006

BALANCE SHEET

AS AT 02 OCTOBER 2026

	ACTUAL 02/10/2026	ACTUAL 31/01/2026
<u>OWNERS FUND</u>		
Administrative Fund	(17,193.62)	21,147.58
Sinking Fund	375,285.25	579,095.98
Bms Fund	2,200.36	0.00
<u>TOTAL</u>	<u>\$ 360,291.99</u>	<u>\$ 600,243.56</u>

THESE FUNDS ARE REPRESENTED BY

CURRENT ASSETS

Cash At Bank	67,370.17	11,112.48
Cash Management A/C (Mbl)	80,380.16	128,822.04
Term Deposit 1	209,200.00	200,000.00
Term Deposit 3	219,478.87	219,478.87
Term Deposit 4	53,128.66	51,128.15
Interest Receivable	0.00	12,678.36
Prepaid Expenses	0.00	63,702.86
Sundry Debtors	0.00	224.52
Levies - Billed Not Due	143,308.15	109,897.54
Levies - Prepayments	0.00	8,647.98
Levies - In Arrears	1,523.20	0.00
Other Arrears	440.47	933.73
Secondary Debtors	(421.67)	(421.67)
<u>TOTAL ASSETS</u>	<u>774,408.01</u>	<u>806,204.86</u>

LIABILITIES

G S T Clearing Account	(1,267.00)	(7,627.11)
P A Y G Clearing Account	(3,627.65)	(3,568.39)
Creditors	228,045.44	12,695.31
Accrued Expenses	0.00	16,398.14
Advance Discounts	0.00	(17,757.17)
Levies - Billed Not Due	130,280.13	99,906.86
Levies - Prepayments	(0.03)	7,861.76
Levies - In Advance	60,685.13	98,051.90
<u>TOTAL LIABILITIES</u>	<u>414,116.02</u>	<u>205,961.30</u>

NET ASSETS

<u>\$ 360,291.99</u>	<u>\$ 600,243.56</u>
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Lumira Apartments CTS 48316

16 Masters Street Newstead Qld 4006

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2026 TO 02 OCTOBER 2026

	ACTUAL 01/02/26-02/10/26	BUDGET 01/02/26-31/01/27	%	ACTUAL 01/02/25-31/01/26
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	215,716.32	293,924.41	73.39	274,996.72
Discount - Admin Fund	(47,995.44)	(58,784.88)	81.65	(52,561.43)
Interest On Overdue Levies	212.35	0.00		398.11
<u>TOTAL ADMIN. FUND INCOME</u>	167,933.23	235,139.53		222,833.40
<u>EXPENDITURE - ADMIN. FUND</u>				
Audit Fees	0.00	2,400.00	0.00	2,350.00
Bank Charges	11.63	30.00	38.77	27.91
Bms Administration	(176.40)	0.00	0.00	0.00
Bms Expenses	22,291.73	10,500.00	212.30	4,769.41
Bms - Reimb. Commercial Lots	(2,850.29)	(2,000.00)	142.51	(421.79)
Caretaking Agreement	80,969.48	121,932.20	66.41	116,125.91
Cleaning - General	650.00	0.00		0.00
Cleaning - Carpets	2,813.63	1,000.00	281.36	2,631.81
Cleaning - Material	0.00	100.00	0.00	0.00
Cleaning - Windows	0.00	6,552.00	0.00	6,240.00
Consultants Fees	4,725.00	2,000.00	236.25	0.00
Electricity - Community	8,647.54	14,613.42	59.18	13,284.93
Fees & Permits	287.27	316.16	90.86	304.00
Insur. - Premium	63,807.82	51,939.34	122.85	45,678.24
Insur.Premium Reimb.(Building)	(20,386.22)	(40,770.65)	50.00	(35,897.22)
Insur. - Claim Excess Paid	0.00	0.00	0.00	5,000.00
Insur. - Stamp Duty - No Gst	5,703.91	4,688.70	121.65	4,033.60
Insurance Claim Paid	(1,254.00)	0.00	0.00	8,870.00
Insur. - Claim Refund	0.00	0.00	0.00	(8,870.40)
Electronic Records	1,449.33	1,618.44	89.55	1,541.38
Legal Exp. - General	844.05	1,500.00	56.27	3,324.00
P P & O - General	577.98	0.00		0.00
P P & O - Fixed Contract	6,029.00	5,669.80	106.34	5,399.81
Returning Officer-Gen. Meeting	0.00	601.36	0.00	572.73
R & M - Building	2,505.18	5,000.00	50.10	7,787.60
R & M - Electrical	0.00	1,000.00	0.00	0.00
R & M - Fire Services Contract	0.00	5,868.29	0.00	5,588.85
R & M - Fire Equipment	9,144.84	5,000.00	182.90	7,239.04
R & M - Gardens & Grounds	0.00	1,000.00	0.00	909.21
R & M - Keys & Locks	67.71	200.00	33.86	502.58
R & M - Lifts	0.00	500.00	0.00	736.00
R & M - Lifts - Contract	9,466.19	14,553.59	65.04	13,860.57
R & M - Pest Control	0.00	1,000.00	0.00	0.00
R & M - Plumbing	756.18	4,000.00	18.90	7,780.05
R & M - Security Equipment	(8,027.77)	0.00	0.00	0.00
Secretarial - Admin	7,538.57	8,072.53	93.39	8,063.24
Secretarial - Additional	4,096.65	5,000.00	81.93	8,192.46

Lumira Apartments CTS 48316

16 Masters Street Newstead Qld 4006

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2026 TO 02 OCTOBER 2026

	ACTUAL	BUDGET	%	ACTUAL
	01/02/26-02/10/26	01/02/26-31/01/27		01/02/25-31/01/26
Tax Fee - Income Tax	0.00	375.00	0.00	375.00
Tax Fee (Bas)	825.00	1,100.00	75.00	1,100.00
Water Rates	4,782.86	8,584.08	55.72	8,175.32
Workplace Legislat. Compliance	977.56	992.75	98.47	945.48
Prior Year Adjustment	0.00	0.00	0.00	(375.11)
<u>TOTAL ADMIN. EXPENDITURE</u>	206,274.43	244,937.01		245,844.61
<u>SURPLUS /(DEFICIT)</u>	<u>\$ (38,341.20)</u>	<u>\$ (9,797.48)</u>		<u>\$ (23,011.21)</u>
Opening Admin. Balance	21,147.58	21,147.58	100.00	44,158.79
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ (17,193.62)</u>	<u>\$ 11,350.10</u>		<u>\$ 21,147.58</u>

Lumira Apartments CTS 48316

16 Masters Street Newstead Qld 4006

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2026 TO 02 OCTOBER 2026

	ACTUAL 01/02/26-02/10/26	BUDGET 01/02/26-31/01/27	%	ACTUAL 01/02/25-31/01/26
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	114,382.42	166,452.48	68.72	124,611.00
Discount - Sinking Fund	(25,880.50)	(27,742.08)	93.29	(23,447.80)
Interest Received - Sink Fund	12,758.63	0.00		13,370.71
Interest Accrued Sf	(12,678.36)	0.00	0.00	12,678.36
Interest Received - Ato	5.78	0.00		24.13
<u>TOTAL SINKING FUND INCOME</u>	88,587.97	138,710.40		127,236.40
<u>EXPENDITURE - SINKING FUND</u>				
Bms Expenses	3,800.00	0.00		4,685.00
Bms Reimb - Commercial Lots	(899.20)	0.00	0.00	(93.70)
Building	7,764.16	0.00		109,464.24
Doors & Windows	8,050.00	0.00		0.00
Electrical General	1,420.00	0.00		3,639.00
Gardens	0.00	0.00	0.00	4,500.00
<u>INCOME TAX SF</u>				
Income Tax - Payg S.F	3,210.74	0.00		3,336.01
Income Tax - Payg Provision	0.00	0.00	0.00	455.60
Painting / Wall Covering	267,333.00	267,400.00	99.97	3,000.00
Plumbing	1,720.00	21,000.00	8.19	17,588.86
Security System / Equipment	0.00	0.00	0.00	13,928.31
<u>TOTAL SINK. FUND EXPENDITURE</u>	292,398.70	288,400.00		160,503.32
<u>SURPLUS/(DEFICIT)</u>	<u>\$ (203,810.73)</u>	<u>\$ (149,689.60)</u>		<u>\$ (33,266.92)</u>
Opening Sinking Fund Balance	579,095.98	579,095.98	100.00	612,362.90
<u>SINKING FUND BALANCE</u>	<u>\$ 375,285.25</u>	<u>\$ 429,406.38</u>		<u>\$ 579,095.98</u>

Lumira Apartments CTS 48316

16 Masters Street Newstead Qld 4006

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2026 TO 02 OCTOBER 2026

	ACTUAL 01/02/26-02/10/26	BUDGET 01/02/26-31/01/27	%	ACTUAL 01/02/25-31/01/26
<u>BMS FUND</u>				
<u>INCOME - BMS FUND</u>				
Reimb. - Commercial Lots	2,149.85	2,000.00	107.49	515.49
Reimb. - Residential Lot	22,342.24	10,500.00	212.78	8,938.92
<u>TOTAL INCOME BMS FUND</u>	24,492.09	12,500.00		9,454.41
<u>EXPENDITURE - BMS FUND</u>				
Bms Carpark	2,353.71	5,000.00	47.07	2,275.00
Bms Consultants Fees	1,073.64	0.00		0.00
Insur. Premium	1,973.44	1,449.84	136.11	0.00
Bms Insurance - Stamp Duty	176.41	99.83	176.71	0.00
Bms Fire Equipment	0.00	2,425.15	0.00	2,020.96
Bms Pest Control	0.00	332.72	0.00	0.00
Bms Pumps & Tanks	2,952.00	2,500.00	118.08	4,478.45
Bms Security Equipment	13,142.53	250.00	5,257.01	0.00
Bms Secretarial	620.00	411.00	150.85	680.00
<u>TOTAL EXPENSES BMS FUND</u>	22,291.73	12,468.54		9,454.41
<u>SURPLUS/DEFICIT BMS FUND</u>	\$ 2,200.36	\$ 31.46		\$ 0.00
<u>BALANCE BMS FUND</u>	\$ 2,200.36	\$ 31.46		\$ 0.00



GOLD COAST
Level 21, 50 Cavill Avenue
Surfers Paradise, QLD 4217
t. +61 7 5519 2900
e. qld@smartercommunities.com.au
ABN 87 010 209 784

BRISBANE
HQ South Level 2,
520 Wickham St. Fortitude Valley, QLD 4006
t. +61 7 3620 0600
e. qld@smartercommunities.com.au
ABN 87 010 209 784

LUMIRA APARTMENTS CTS 48316

ABN 24 324 661 492

STATEMENT

Statement Period			
01 Feb 25 to 02 Oct 26			
A/c Number	75		
Lot Number	805	Unit Number	

Transfer Date: 19/11/24

Last Certificate Issued: 24/09/26

Page Number

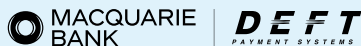
Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward			1,435.80	-1,435.80
01/02/25	Administrative Fund	01/02/25 to 30/04/25	I0006061	1,064.34		-371.46
01/02/25	Sinking Fund	01/02/25 to 30/04/25	I0006136	371.46		0.00
20/03/25	Administrative Fund	01/05/25 to 31/07/25	I0006211	1,064.34		1,064.34
20/03/25	Sinking Fund	01/05/25 to 31/07/25	I0006286	371.46		1,435.80
02/05/25	Receipt	Administrative Fund	R0002801		851.47	584.33
02/05/25	Receipt	Sinking Fund	RA002801		297.17	287.16
02/05/25	Discount	Admin Discount	RB002801		212.87	74.29
02/05/25	Discount	Sink Discount	RC002801		74.29	0.00
18/07/25	Administrative Fund	01/08/25 to 31/10/25	I0006361	964.19		964.19
18/07/25	Sinking Fund	01/08/25 to 31/10/25	I0006436	547.74		1,511.93
21/08/25	Receipt	Administrative Fund	R0002878		771.35	740.58
21/08/25	Receipt	Sinking Fund	RA002878		438.19	302.39
21/08/25	Discount	Admin Discount	RB002878		192.84	109.55
21/08/25	Discount	Sink Discount	RC002878		109.55	0.00
22/09/25	Administrative Fund	01/11/25 to 31/01/26	I0006511	964.19		964.19
22/09/25	Sinking Fund	01/11/25 to 31/01/26	I0006586	547.74		1,511.93
22/09/25	Insurance	01/02/25 to 31/07/25	I0006661	236.54		1,748.47
More details on next page...				\$6,132.00	\$4,383.53	\$1,748.47
Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: \$1,922.05	
0.00	0.00	0.00	0.00	1,922.05	Date Paid	Amount Paid



www.stratapay.com/ddr
Ref: 9753 3000 9

Direct Debit: Make auto payments directly from your nominated bank account.

All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 135 610 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay.



Biller Code: 96503
Ref: 234848638 1000 0000 759

Mobile & Internet Banking - BPAY®
Make this payment from your preferred bank account
BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518



In Person: Pay in-store at Australia Post by cheque or EFTPOS
All cheques must be made payable to: **BODY CORPORATE FOR LUMIRA APARTMENTS CTS 48316**

LOT/UNIT

Lot 805/ Unit

STRATAPAY REFERENCE NO.

9753 3000 9

DUE DATE

LUMIRA APARTMENTS

MANAGED BY

EBCM

AMOUNT

\$1,922.05



*496 234848638 10000000759

LUMIRA APARTMENTS CTS 48316

ABN 24 324 661 492

STATEMENT

Statement Period			
01 Feb 25 to 02 Oct 26			
A/c Number	75		
Lot Number	805	Unit Number	

Page Number

Date	Type	Details	Reference	Debit	Credit	Balance
22/10/25	Insurance	01/08/25 to 31/01/26	I0006736	236.54		1,985.01
04/11/25	Receipt	Administrative Fund	R0003000		771.35	1,213.66
04/11/25	Receipt	Sinking Fund	RA003000		438.19	775.47
04/11/25	Receipt	Insurance	RB003000		236.54	538.93
04/11/25	Discount	Admin Discount	RC003000		192.84	346.09
04/11/25	Discount	Sink Discount	RD003000		109.55	236.54
02/12/25	Receipt	Insurance	R0003031		236.54	0.00
18/12/25	Administrative Fund	01/02/26 to 30/04/26	I0006811	1,014.30		1,014.30
18/12/25	Sinking Fund	01/02/26 to 30/04/26	I0006886	459.64		1,473.94
30/01/26	Receipt	Administrative Fund	R0003087		811.44	662.50
30/01/26	Receipt	Sinking Fund	RA003087		367.71	294.79
30/01/26	Discount	Admin Discount	RB003087		202.86	91.93
30/01/26	Discount	Sink Discount	RC003087		91.93	0.00
20/03/26	Administrative Fund	01/05/26 to 31/07/26	I0006961	1,014.30		1,014.30
20/03/26	Sinking Fund	01/05/26 to 31/07/26	I0007036	459.64		1,473.94
04/05/26	Receipt	Administrative Fund	R0003175		811.44	662.50
04/05/26	Receipt	Sinking Fund	RA003175		367.71	294.79
04/05/26	Discount	Admin Discount	RB003175		202.86	91.93
04/05/26	Discount	Sink Discount	RC003175		91.93	0.00
20/07/26	Administrative Fund	01/08/26 to 31/10/26	I0007111	1,153.89		1,153.89
20/07/26	Sinking Fund	01/08/26 to 31/10/26	I0007186	768.23		1,922.12
20/07/26	Insurance	01/02/26 to 31/07/26	I0007261	268.66		2,190.78
02/09/26	Receipt	Administrative Fund	R0003257		923.11	1,267.67
02/09/26	Receipt	Sinking Fund	RA003257		614.58	653.09
02/09/26	Receipt	Insurance	RB003257		268.66	384.43
02/09/26	Discount	Admin Discount	RC003257		230.78	153.65
02/09/26	Discount	Sink Discount	RD003257		153.65	0.00
21/09/26	Administrative Fund	01/11/26 to 31/01/27	I0007336	1,153.82		1,153.82
21/09/26	Sinking Fund	01/11/26 to 31/01/27	I0007411	768.23		1,922.05
				\$13,429.25	\$11,507.20	\$1,922.05

CONTRACTS REGISTER

LUMIRA APARTMENTS CTS 48316

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

3/20-24 Manufacturer Drive Molendinar Qld 4214	Inspection & Testing of the Fire Protection System & Equip		\$5,206.00 + GST per annum	01/01/25	1 year	Roll over every year	Y					
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Ernst Body Corporate Management Pty Ltd

HQ South, Level 2 520 Wickham Street Foxtel Valley Qld 4006			As per agreement	24/04/24	3 years		Y					
	Supply of Cable TV		No cost to Body Corporate	07/03/16	Until further notice							

Harvey's Towing Service

3820 Mount Lindesay Highway Park Ridge, QLD 4125			Payment to be made directly from the owner or driver of the unauthorised vehicle that is towed	08/12/25	Ongoing							
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Kone

40 Campbell Street Bowen Hills Qld 4006 Under warrenty until Mar 17	Maintenance of Lift		\$13,112.00 inclusive of GST per annum	01/03/22	5 year	Auto rollover cancelled						
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LRS Business Investment Pty Ltd

1/8 Masters Street NEWSTEAD QLD 4006	Caretaking / Letting Duties		\$97,468.50 pa + GST + CPI	01/03/16	15 yrs	10 + 5						
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Metered Energy Holdings Pty Ltd

540 Logan Road Greenslopes Qld	Provision of Utiltiy Services & on Supply of Electricity & Gas		As per meterage	01/03/16	10 years		Y		02/03/26			
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LUMIRA APARTMENTS CTS 48316
Statement Pursuant to Section 206 (2) (c)

A. Deciding Contribution Schedule Lot Entitlements (CSLE)

1. Pursuant to section 46(7) of the Body Corporate and Community Management Act 1997 (BCCM Act) the contribution schedule lot entitlements ("CSLE") for the community titles scheme have been decided using the relativity principle.
2. Under the relativity principle the lot entitlements must clearly demonstrate the relationship between the lots in the community titles scheme by reference to one or more particular relevant factors.
3. Section 46A(3) of the BCCM Act states that a relevant factor (as referred to in paragraph 2 above) may, and may only, be any of the following:
 - (a) how the community titles scheme is structured;
 - (b) the nature features and characteristics of the lots;
 - (c) the purposes for which the lots are used;
 - (d) the impact the lots may have on the costs of maintaining the common property;
 - (e) the market values of the lots.
4. Individual contribution schedule lot entitlements for the community titles scheme were decided by reference to the following factors:
 - (a) the structure of the scheme
 - (b) the nature, features and characteristics of the lots in the community titles scheme;
 - (c) the purpose for which the lots are used;
 - (d) the impact the lots may have on the costs of maintaining the common property; and
 - (e) the market values of the lots.

and, in having reference to these factors, it was determined that there shall be a variation, ranging from a minimum of 600 to a maximum of 800, in the contribution schedule lot entitlements for the community titles scheme for the lots used for residential purposes.
5. When allocating the lot entitlements to be included in the CSLE, each of the above factors stated above impacts on the allocation in the following ways:

Structure of the Scheme

6. The scheme is not part of a Layered scheme and does not have missed use lot, therefore the structure of the scheme does not affect the CSLE.
7. Different lot in the scheme utilise common property to a greater extent depending upon their location in the scheme. For example some lots do not have access to or, because of their location, do not use the lifts as much as other lots.

Nature, Features and Characteristics of the Lots in the Scheme

8. The Body Corporate is part of a building format plan and is responsible for the repair and maintenance of common property within the scheme. This includes the recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of lots in the scheme increase the burden that the lot places on the Body Corporate expenditure for maintenance, cleaning and repair of the common property on the following basis:
 - (a) The level of the building in which the lot is situated : Additional entitlements are added depending on the level of the building in which the lot is located. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls, and other mechanical plant.
 - (b) Gross Floor Area of the lot. Additional entitlements are added depending on the size of the lot . The larger the lot the greater demand on the support and shelter costs;
 - (c) Not all lots are expected to have the same number of occupants: Larger lots that can cater for a greater number of occupants have the potential to place a greater burden on common property and additional entitlements are added to reflect this.

The Impact the Lots have on the Costs of Maintaining the Common Property

9. The factors listed in paragraph 8 *Nature, Features and Characteristics of the Lots* have been assessed as having an impact on the Body Corporate costs for the maintenance, cleaning and repair of the common property and additional entitlements are added to reflect this.

The Purposes for which the Lots are Used

10. Each of the lots in the scheme is used for residential purposes and consequently this factor does not contribute to any differences in the lot entitlements.

The Market Value of the Lots

11. The base CSLE for the scheme have been decided using the market value of the lot.

B. Deciding Interest Schedule Lot Entitlements (*ISLE*)

The interest schedule lot entitlements for lots in the community titles scheme reflect the respective market values of the lots and are calculated using the market value principle.

LUMIRA APARTMENTS CTS 48316

**REGISTER OF IMPROVEMENTS ON COMMON
PROPERTY FOR WHICH INDIVIDUAL LOT OWNERS
ARE RESPONSIBLE**

1. By-Laws

The following by-laws may potentially relate to improvement/s on the common property that the lot owner will be liable to maintain.

By-Laws relating to exclusive use:

<u>By-Law No.</u>	<u>Relevant Lots</u>	<u>Subject of By-Law</u>
36	Per Schedule C	Exclusive Use Areas
37	Per Schedule C	Allocation of Exclusive Use – Car Space
38	Per Schedule C	Exclusive Use – Planter Boxes
39	Per Schedule C	Exclusive Use – Storage Areas

By-Laws other than exclusive use By-Laws:

43	All	Bulk Supply of Electricity & Reticulated Hot Water & Other Utilities
----	-----	--

2. Agreements

The following agreements may potentially relate to improvements on the common property that the lot owner is liable to maintain.

NIL



Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 27 February 2026

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	Body Corporate for Lumira Apartments CTS 48316	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	93213429	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 31 January 2026, Local Standard Time
	To:	4.00pm on 31 January 2027, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	16 Masters Street, Newstead QLD 4006	

Limits of Liability

Section 1: Property Damage Insurance	Buildings and Common Property	AUD 32,679,615
	Common Contents	AUD 326,796
	Catastrophe	AUD 4,950,962
Section 2: Machinery Breakdown Insurance	AUD 25,000	
Section 3: Consequential Loss Insurance	AUD 4,901,942	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 42,859,315	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	Personal Injury	AUD 20,000,000 in respect of any one Occurrence
	Property Damage	AUD 20,000,000 in respect of any one Occurrence
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate Period of Insurance	
Section 7: Management Committee Liability Insurance	AUD 1,000,000 in the aggregate Period of Insurance	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate Period of Insurance

All the values on this Certificate of Currency are correct as at 27 February 2026 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:



Eric Pineda
Strata Underwriter

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 44
Duty Imprint

Priv
Colle

used to maintain publicly searchable records. For more information see
the Department's website.

724758007

Number

EC 470 \$116.04

16/03/2026 11:43:11

ICE USE ONLY

is authorised by legislation and is

Client No: 1052167

Duties Act 2001

Transaction No: _____

Duty Paid \$ _____

Exempt ☐

UTI \$ _____

Signed _____

Date ____/____/____

1. Nature of request

REQUEST TO RECORD NEW COMMUNITY
MANAGEMENT STATEMENT FOR LUMIRA
APARTMENTS COMMUNITY TITLES SCHEME
48316

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

MAHONEYS
GPO Box 3311
Brisbane Qld 4001
E-mail: info@mahoneys.com.au
Tel: 07 3007 3777 Ref: 34643

**Lodger
Code**

BE 2763

2. Lot on Plan Description

COMMON PROPERTY OF LUMIRA
APARTMENTS COMMUNITY TITLES
SCHEME 48316

Title Reference

51025203

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR LUMIRA APARTMENTS COMMUNITY TITLES SCHEME 48316

4. Interest

NOT APPLICABLE

5. Applicant

BODY CORPORATE FOR LUMIRA APARTMENTS COMMUNITY TITLES SCHEME 48316

6. Request

I hereby request that the New Community Management Statement deposited herewith which amends Schedule C be recorded as the New Community Management Statement for Lumira Apartments Community Titles Scheme 48316.

7. Execution by applicant

Name:..... **MARK SMALL**

Authority:..... **CHARMAN**
Body Corporate for Lumira Apartments CTS 48316

24/02/2026

Execution Date

Applicant's or Solicitor's Signature

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

48316

THIS STATEMENT IS TO BE DEPOSITED WITH:
THE FORM 18C (IF NO EXEMPTION TO THE
PLANNING BODY CMS NOTATION APPLIES).

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

Office use only
CMS LABEL NUMBER

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

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

1. Name (including number) of CTS

LUMIRA APARTMENTS COMMUNITY TITLES
SCHEME 48316

2. Regulation module

ACCOMMODATION MODULE

3. Name of body corporate

BODY CORPORATE FOR LUMIRA APARTMENTS COMMUNITY TITLES SCHEME 48316

4. Scheme Land

Lot on Plan Description

See ENLARGED PANEL

Title Reference

See ENLARGED PANEL

5. Name and address of original owner

NOT APPLICABLE

**6. Reference to plan lodged with this statement
(if applicable)**

NOT APPLICABLE

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

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

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

*If there is no exemption, a Form 18C must be deposited with the Request to record the CMS.

8. Consent of body corporate

See Form 20 – BCCM Execution

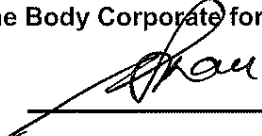
Privacy Statement

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

BCCM EXECUTION / RELEVANT CERTIFICATE

1. Community Titles Scheme (CTS) Name	CTS Number
Lumira Apartments Community Titles Scheme	48316
2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Accommodation Module	New CMS

3. Execution by the Body Corporate for the above Scheme*

Signature 	Signature 
Signer Name <u>MARK FRANCIS SMALL</u>	Signer Name <u>LISA ANNE SCOTT</u>
Signer Authority <u>CHAIRPERSON</u>	Signer Authority <u>OLM</u>
Entity (if applicable) _____	Entity (if applicable) _____
Execution Date <u>24/02/2026</u>	Execution Date <u>3/3/2026</u>

*By executing above the Body Corporate confirms it is in compliance with Section 96 of the *Body Corporate and Community Management Act 1997*.

When this Form should be used:

This form should be used for the execution by a Body Corporate of any Titles Instrument other than a Form 14.

Guidance

Please refer to Parts [45-2060] to [45-2081] of the Land Title Practice Manual for guidance on completion and execution of this form and refer to Part 45 generally for further guidance on titles instruments involving Community Titles Schemes. Some brief guidance on the completion of Item 3 has been included below for the quick reference of those who are already familiar with executions of titles instruments by a Body Corporate.

Signer Authority Guidance:

Representative of a Registered Owner means a natural person (individual) whose name is recorded on the body corporate's roll as the representative of the registered owner of a lot that is included in the scheme – Refer to Part [45-2070-1] of the Land Title Practice Manual.

Registered Owner – Individual means a natural person (individual) who is the registered owner of a lot that is included in the scheme. If a lot is owned by 2 or more people, it is acceptable for only one of the registered owners to sign the relevant certificate – Refer to Part [45-2070-2] of the Land Title Practice Manual.

Registered Owner - Corporation means the officeholder of the position of 'Director' or 'Secretary' for the corporate entity that is the registered owner of the lot. It is acceptable for only one office holder (Director or Secretary) of a Corporate Entity to execute on behalf of the Corporation in this instance, as by doing so they confirm they are signing as Agent on behalf of the Corporation and hold the requisite authority to do so – Refer to Part [45-2070-4] of the Land Title Practice Manual. The name and A.C.N of the corporation must be included in the 'Entity' field.

Body Corporate Manager under Chapter 3, Part 5 means a Body Corporate Manager appointed under Chapter 3, Part 5 of the respective Module Regulations to perform the functions of the body corporate committee. This is applicable only to Standard Module, Small Schemes Module and Accommodation Modules. This type of body corporate manager should not be confused with the more common type of body corporate manager that assists with the administration of the body corporate - Refer to Part [45-2070-5] of the Land Title Practice Manual.

Person specified as Signatory in the Body Corporate resolution authorising the transaction means the person identified (by name) and specifically authorised in the body corporate resolution, as the person who should execute the instrument. By signing in this way, the person signing confirms that they are one and the same person as is specified in the resolution to sign the instrument and that they have the authority to sign it. A copy of the resolution is not required to be deposited with this form to confirm this authority – Refer to Part [45-2060] of the Land Title Practice Manual.

Constructing Authority - Authorised Officer means the officer for the Constructing Authority that is authorised to execute on behalf of the Body Corporate pursuant to Section 12A of the *Acquisition of Land Act 1967* and Section 51 or 51A of the *Body Corporate and Community Management Act 1997*. The name of the Authorised Officer must be completed in the 'Signer Name' field, and the name of the Constructing Authority e.g. 'Department of Transport and Main Roads' must be entered into the 'Entity' section – Refer to Part [45-2068] of the Land Title Practice Manual.

ENLARGED PANEL

4. Scheme Land

Lot on Plan Description	Title Reference
Common Property of Lumira Apartments Community Titles Scheme 48316	51025203
Lot 101 on SP 267641	51025204
Lot 102 on SP 267641	51025205
Lot 103 on SP 267641	51025206
Lot 104 on SP 267641	51025207
Lot 105 on SP 267641	51025208
Lot 106 on SP 267641	51025209
Lot 107 on SP 267641	51025210
Lot 108 on SP 267641	51025211
Lot 109 on SP 267641	51025212
Lot 110 on SP 267641	51025213
Lot 201 on SP 267641	51025214
Lot 202 on SP 267641	51025215
Lot 203 on SP 267641	51025216
Lot 204 on SP 267641	51025217
Lot 205 on SP 267641	51025218
Lot 206 on SP 267641	51025219
Lot 207 on SP 267641	51025220
Lot 208 on SP 267641	51025221
Lot 209 on SP 267641	51025222
Lot 210 on SP 267641	51025223
Lot 301 on SP 267641	51025224
Lot 302 on SP 267641	51025225
Lot 303 on SP 267641	51025226
Lot 304 on SP 267641	51025227
Lot 305 on SP 267641	51025228
Lot 306 on SP 267641	51025229
Lot 307 on SP 267641	51025230
Lot 308 on SP 267641	51025231
Lot 309 on SP 267641	51025232
Lot 310 on SP 267641	51025233
Lot 401 on SP 267641	51025234
Lot 402 on SP 267641	51025235
Lot 403 on SP 267641	51025236
Lot 404 on SP 267641	51025237
Lot 405 on SP 267641	51025238
Lot 406 on SP 267641	51025239
Lot 407 on SP 267641	51025240
Lot 408 on SP 267641	51025241
Lot 409 on SP 267641	51025242
Lot 410 on SP 267641	51025243
Lot 501 on SP 267641	51025244
Lot 502 on SP 267641	51025245

ENLARGED PANEL

Lot on Plan Description	Title Reference
Lot 503 on SP 267641	51025246
Lot 504 on SP 267641	51025247
Lot 505 on SP 267641	51025248
Lot 506 on SP 267641	51025249
Lot 507 on SP 267641	51025250
Lot 508 on SP 267641	51025251
Lot 509 on SP 267641	51025252
Lot 510 on SP 267641	51025253
Lot 601 on SP 267641	51025254
Lot 602 on SP 267641	51025255
Lot 603 on SP 267641	51025256
Lot 604 on SP 267641	51025257
Lot 605 on SP 267641	51025258
Lot 606 on SP 267641	51025259
Lot 607 on SP 267641	51025260
Lot 608 on SP 267641	51025261
Lot 609 on SP 267641	51025262
Lot 610 on SP 267641	51025263
Lot 701 on SP 267641	51025264
Lot 702 on SP 267641	51025265
Lot 703 on SP 267641	51025266
Lot 704 on SP 267641	51025267
Lot 705 on SP 267641	51025268
Lot 706 on SP 267641	51025269
Lot 707 on SP 267641	51025270
Lot 708 on SP 267641	51025271
Lot 709 on SP 267641	51025272
Lot 710 on SP 267641	51025273
Lot 801 on SP 267641	51025274
Lot 802 on SP 267641	51025275
Lot 803 on SP 267641	51025276
Lot 804 on SP 267641	51025277
Lot 805 on SP 267641	51025278

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 101 on SP267641	738	623
Lot 102 on SP267641	733	623
Lot 103 on SP267641	682	458
Lot 104 on SP267641	672	447
Lot 105 on SP267641	673	447
Lot 106 on SP267641	764	640
Lot 107 on SP267641	751	629
Lot 108 on SP267641	682	433
Lot 109 on SP267641	696	453
Lot 110 on SP267641	693	453
Lot 201 on SP267641	716	612
Lot 202 on SP267641	716	623
Lot 203 on SP 267641	688	466
Lot 204 on SP267641	679	455
Lot 205 on SP267641	680	455
Lot 206 on SP267641	716	623
Lot 207 on SP267641	717	612
Lot 208 on SP267641	689	442
Lot 209 on SP267641	687	436
Lot 210 on SP267641	685	436
Lot 301 on SP267641	723	620
Lot 302 on SP267641	723	631
Lot 303 on SP267641	695	475
Lot 304 on SP267641	687	464
Lot 305 on SP267641	688	464
Lot 306 on SP267641	723	631
Lot 307 on SP267641	724	620
Lot 308 on SP267641	696	449
Lot 309 on SP267641	694	444
Lot 310 on SP267641	693	444
Lot 401 on SP267641	731	629
Lot 402 on SP267641	731	640
Lot 403 on SP267641	703	482
Lot 404 on SP267641	694	471
Lot 405 on SP267641	695	471
Lot 406 on SP267641	731	640
Lot 407 on SP267641	732	629
Lot 408 on SP267641	704	458
Lot 409 on SP267641	702	453
Lot 410 on SP267641	700	453
Lot 501 on SP267641	738	636
Lot 502 on SP267641	738	647
Lot 503 on SP 267641	710	491

Lot on Plan	Contribution	Interest
Lot 504 on SP267641	702	480
Lot 505 on SP267641	703	480
Lot 506 on SP267641	738	647
Lot 507 on SP267641	739	636
Lot 508 on SP267641	711	466
Lot 509 on SP267641	709	460
Lot 510 on SP267641	708	460
Lot 601 on SP267641	745	645
Lot 602 on SP267641	745	656
Lot 603 on SP267641	718	499
Lot 604 on SP267641	709	488
Lot 605 on SP267641	710	488
Lot 606 on SP267641	745	656
Lot 607 on SP267641	747	645
Lot 608 on SP267641	719	475
Lot 609 on SP267641	717	469
Lot 610 on SP267641	715	469
Lot 701 on SP267641	753	653
Lot 702 on SP267641	753	664
Lot 703 on SP267641	725	508
Lot 704 on SP267641	716	497
Lot 705 on SP267641	718	497
Lot 706 on SF27641	753	664
Lot 707 on SP267641	754	653
Lot 708 on SP267641	726	482
Lot 709 on SP267641	724	477
Lot 710 on SP267641	722	477
Lot 801 on SP267641	751	662
Lot 802 on SP267641	750	673
Lot 803 on SP267641	750	673
Lot 804 on SP267641	750	673
Lot 805 on SP267641	721	486
TOTALS	53758	40566

A. Deciding Contribution Schedule Lot Entitlements (CSLE)

- Pursuant to section 46(7) of the *Body Corporate and Community Management Act 1997* (BCCM Act) the contribution schedule lot entitlements ("CSLE") for the community titles scheme have been decided using the relativity principle.
- Under the relativity principle the lot entitlements must clearly demonstrate the relationship between the lots in the community titles scheme by reference to one or more particular relevant factors.
- Section 46A(3) of the BCCM Act states that a relevant factor (as referred to in paragraph 2 above) may, and may only, be any of the following:
 - how the community titles scheme is structured;
 - the nature, features and characteristics of the lots;

- (c) the purposes for which the lots are used;
- (d) the impact the lots may have on the costs of maintaining the common property;
- (e) the market values of the lots.

4. Individual contribution schedule lot entitlements for the community titles scheme were decided by reference to the following factors:

- (a) the structure of the scheme
- (b) the nature, features and characteristics of the lots in the community titles scheme;
- (c) the purpose for which the lots are used;
- (d) the impact the lots may have on the costs of maintaining the common property; and
- (e) the market values of the lots,

and, in having reference to these factors, it was determined that there shall be a variation, ranging from a minimum of 600 to a maximum of 800, in the contribution schedule lot entitlements for the community titles scheme for the lots used for residential purposes.

5. When allocating the lot entitlements to be included in the CSLE, each of the above factors stated above impacts on the allocation in the following ways:

Structure of the Scheme

- 6. The scheme is not part of a Layered scheme and does not have mixed use lot, therefore the structure of the scheme does not affect the CSLE.
- 7. Different lots in the scheme utilise common property to a greater extent depending upon their location in the scheme. For example some lots do not have access to or, because of their location, do not use the lifts as much as other lots.

Nature, Feature and Characteristics of the Lots in the Scheme

- 8. The Body Corporate is part of a building format plan and is responsible for the repair and maintenance of common property within the scheme. This includes the recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of lots in the scheme increase the burden that the lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis:
 - (a) The level of the building on which the lot is situated. Additional entitlements are added depending on the level of the building in which the lot is located. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls, and other mechanical plant;
 - (b) Gross Floor Area of the lot. Additional entitlements are added depending on the size of the lot. The larger the lot the greater demand on the support and shelter costs;
 - (c) Not all lots are expected to have the same number of occupants. Larger lots that can cater for a greater number of occupants have the potential to place a greater burden on common property and additional entitlements are added to reflect this.

The Impact the Lots have on the Costs of Maintaining the Common Property

- 9. The factors listed in paragraph 8 Nature, Features and Characteristics of the Lots have been assessed as having an impact on the Body Corporate costs for the maintenance, cleaning and repair of the common property and additional entitlements are added to reflect this.

The Purpose for which the Lots are Used

10. Each of the lots in the scheme are used for residential purposes and consequently this factor does not contribute to any differences in the lot entitlements.

The Market Value of the Lots

11. The base CSLE for the scheme have been decided using the market value of the lot.

B. Deciding Interest Schedule Lot Entitlements (ISLE)

The interest schedule lot entitlements for lots in the community titles scheme reflect the respective market values of the lots and are calculated using the market value principle.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Not applicable.

SCHEDULE C	BY-LAWS
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Administrative by-laws

1 Definitions and interpretation

- 1.1 In these by-laws the following terms have the meanings ascribed to them unless the context otherwise requires:

Term	Assigned meaning
Act	the <i>Body Corporate Community Management Act 1997</i> (Qld).
Alter	the erection of a building, a structural change or a non-structural change of any kind, the carrying out of any works or the causing of any damage.
Approved Booking	a booking request by an Owner or Occupier that is approved in writing by the Body Corporate. The Body Corporate may impose conditions of any approval under an Approved Booking, which may include, but are not limited to, timeframes of use, condition of Common Property upon the end of the booking and requiring measures to avoid Unreasonable Noise.
Body Corporate	the body corporate established upon the registration of the Scheme.
Body Corporate Asset	items of real or personal property acquired by the Body Corporate, other than property that is incorporated into and becomes part of the Common Property, and may consist of any property an individual is capable of acquiring.
Caretaking Service Contractor	a service contractor for the Scheme who is also a letting agent for the Scheme.
Common Property	Scheme Land that is not included in a Lot.
Cosmetic Nature	means Alterations of a minor nature that are for decorative or adornment purposes. For example, Alterations of a Cosmetic Nature: - includes the hanging of artwork, painting a wall or changing of a light fixture; and - do not include Alterations that:

	• create any risk of damage or interference with the building or another Occupier; or • require a third party tradespersons to be engaged to carry out the Alteration; • require the use of power tools and equipment; or • include the replacement of flooring or stairs, or changes the configuration of a Lot (or Alterations of a similar nature).
Guide, Hearing or Assistance Dog	a guide, hearing or assistance dog pursuant to the <i>Guide, Hearing and Assistance Dogs Act 2009</i> (Qld).
Hard Flooring	timber, tiles, vinyl, marble or any other equivalent material.
Inside Area	in relation to a Lot or exclusive use area, an area that is not an Outside Area.
Letting Agent	a person conducting the business of acting as agent of an Owner for securing, negotiating or enforcing leases or occupancies for a Lot.
Lot	a lot in the Scheme.
Occupier	any person that occupies a Lot, including an Owner if the Owner occupies a Lot.
Outside Area	includes any of the following areas: a balcony, a courtyard, a patio or a verandah.
Owner	an owner of a Lot.
Prescribed Area	a floor area that is situated directly above a habitable area (which does not include common property recreation areas, kitchens or bathrooms).
Scheme	the scheme identified in this community management statement.
Scheme Land	a Lot or Common Property within the Scheme.
Smoke	to have control over an ignited smoking product or inhale through a personal vaporiser or hookah.
Unreasonable Noise	noise that creates a nuisance, hazard or interferes unreasonably with the use or enjoyment of a Lot or the Common Property.
Vehicle	cars, motorbikes, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, segways, skateboards, rollerblades or any other equivalent means of transportation.
Visitor	a person invited onto Scheme Land by an Owner, Occupier or Visitor.

1.2 In the interpretation of these by-laws unless the context otherwise requires:

- (a) words and expressions defined in clause 1.1 or elsewhere have the meaning ascribed to them;
- (b) terms not defined in clause 1.1 or elsewhere but which are defined in the Act have the meanings given to them in the Act;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) clause headings are inserted for convenience only and are not to be used in the interpretation or construction of these by-Laws;

- (e) words importing any gender include all other genders;
- (f) words importing the singular include the plural and vice versa;
- (g) a reference to a clause is a reference to a clause of these by-laws;
- (h) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;
- (i) a reference to anything (including, but not limited to, any right) includes a part of that thing but nothing in this clause implies that performance of part of an obligation constitutes performance of the obligation;
- (j) a reference to a statute, regulation, proclamation, ordinance, standard, or by-law includes all statutes, regulations, proclamations, ordinances, standards or by-laws varying, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (k) where these by-laws say that something can or must be done by the Body Corporate then that thing may be done by the Committee unless there is a legal restriction on the Committee doing so;
- (l) all by-laws must be constructed so as to be valid, legal and enforceable in all respects. If any by-law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid, or enforceable as may be reasonable in the circumstances so as to give valid operation of a partial character. If any such by-law cannot be read down, it is deemed void and severed and the remaining by-laws are not in any way affected or impaired;
- (m) these by-laws must be read in conjunction with the Owner's and Occupier's obligations under the Act.

2 Applicability to visitors

- 2.1 Occupiers must take reasonable steps to ensure that their Visitors comply with these by-laws on the basis that the by-laws apply to Visitors to the extent that the by-laws apply to the Occupier.

3 Occupier details

- 3.1 Owners must provide the Body Corporate with the name and service address of any Occupier and Letting Agent for their Lot.

Regulating conduct and interferences

4 Nuisances

- 4.1 Owners and Occupiers must:

- (a) not use or permit the use of a Lot, Body Corporate Asset or the Common Property in a way that:
 - (i) causes a nuisance;
 - (ii) causes a hazard; or
 - (iii) interferes unreasonably with the use or enjoyment of another Lot or the Common Property;
- (b) communicate with the Body Corporate, Body Corporate contractors, Owners or Occupiers in a way that is reasonable; and
- (c) ensure that when the Lot is used, sufficient floor coverings are installed in the Lot to prevent the transmission of Unreasonable Noise from the Lot.

5 Smoking

- 5.1 Owners and Occupiers must not Smoke on Scheme Land unless the smoking is in:
- (a) an Inside Area forming part of their:
 - (i) Lot; or
 - (ii) exclusive use area; and
 - (b) a way that does not cause a nuisance, hazard or unreasonable interference with another person's use and enjoyment of the Common Property or a Lot.

6 Parking and Vehicles

- 6.1 An Owner, Occupier or Visitor must not, without the written approval of the Body Corporate:
- (a) use a Vehicle in a way which creates a hazard; or
 - (b) park a Vehicle on the Common Property except if the parking is:
 - (i) by a Visitor in a designated visitor car park; or
 - (ii) authorised in an exclusive use by-law.
- 6.2 An Owner or Occupier must provide to the Body Corporate the details of any Vehicles used by an Owner or Occupier on Scheme Land, including the registration number of the Vehicle.
- 6.3 A Visitor who parks in the designated visitor car park must display a notice on its Vehicle which includes:
- (a) the Visitor's contact details, including a phone number, email and postal address; and
 - (b) the full name and lot number of the Owner or Occupier who the Visitor is visiting.

Note – an Owner or Occupier's Vehicle can be towed from the Common Property if parked in contravention of these by-laws without the Body Corporate being first required to send a contravention notice or make a dispute resolution application.

7 Works

Requirement for approval

- 7.1 An Owner or Occupier must not, without the written approval of the Body Corporate, Alter:
- (a) the Common Property;
 - (b) a Body Corporate Asset; or
 - (c) their Lot unless the works are of a Cosmetic Nature that:
 - (i) does not affect another Lot or the Common Property; or
 - (ii) are not visible from another Lot, the Common Property or from outside the Scheme .

Conditions of approval

- 7.2 The Body Corporate may impose conditions of any approval under this by-law, which may include, but are not limited to:

- (a) the improvement must be substantially in accordance with the plans and specifications provided to the Body Corporate detailing the way the Owner or Occupier is to Alter the Lot or Common Property;
- (b) the way that the Owner or Occupier Alters the Lot or Common Property must be:
 - (i) carried out by suitably qualified persons in accordance with any building requirements;
 - (ii) carried out as soon as reasonably practicable;
 - (iii) carried out in a way that does not cause a nuisance or unreasonable interference with Occupiers of other lots; and
 - (iv) suitably insured; and
- (c) the owner of the Lot must maintain any works in a good and structurally sound condition;
- (d) if the Alteration relates to Hard Flooring in a Prescribed Area:
 - (i) prior to the installation of the Hard Flooring, advice must be sought from a recognised acoustic consulting company to (**Initial Advice**):
 - (A) obtain advice as to:
 - i. suitable floor treatments to ensure that any Hard Flooring does not cause an unreasonable interference or nuisance to another Occupier (**Installation Requirements**); and
 - ii. the level of floor impact isolation rating required to ensure the Hard Flooring does not cause an unreasonable interference or nuisance to another Occupier (**Minimum Standard**); and
 - (B) determine the current level of floor impact isolation rating for the floor (**Current Standard**);
 - (ii) the Owner or Occupier must provide the Body Corporate a copy of the Initial Advice;
 - (iii) any Hard Flooring must be installed with materials so as not to cause an unreasonable interference or nuisance to another Occupier and include the Installation Requirements;
 - (iv) any Hard Flooring must meet the following requirements after the Hard Flooring is installed (**Required Standard**):
 - (A) for areas where Hard Flooring already exists – a floor impact isolation rating of at least the greater of:
 - i. the Minimum Standard; or
 - ii. the Current Standard; or
 - (B) for areas where Hard Flooring does not presently exist – a floor impact isolation rating of at least the Minimum Standard; and
 - (v) upon completion of the Hard Flooring installation:
 - (A) the Hard Flooring shall be further tested to ensure that Required Standard has been met (**Final Test**); and
 - (B) the Owner or Occupier must provide the Body Corporate the results of the Final Test.

8 Use of Lots

- 8.1 An Owner or Occupier must not, without the written approval of the Body Corporate, use their Lot:
- (a) for anything other than the purpose that the Lot was designed for; or
 - (b) if the owner or occupier of the Lot is not the Caretaking Service Contractor, in a way which competes with the Caretaking Service Contractor.

9 Obstruction

- 9.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) obstruct the Common Property or a Body Corporate Asset;
 - (b) place items on, or use for storage, the Common Property or a Body Corporate Asset; or
 - (c) exclusively use the Common Property without an authorising exclusive use by-law.

10 Auctions

- 10.1 An Owner must not, without the written approval of the Body Corporate, carry out an auction on their Lot or the Common Property.

11 Garage sale

- 11.1 An Occupier must not, without the written approval of the Body Corporate, carry out a garage sale on their Lot or the Common Property.

12 Body Corporate contractors

- 12.1 An Owner or Occupier must not, without the written approval of the Body Corporate, provide instructions to contractors of the Body Corporate.

13 Animals

Requirement for approval

- 13.1 An Owner or Occupier must not bring or keep an animal in their Lot or the Common Property:
- (a) without the written approval of the Body Corporate; or
 - (b) unless:
 - (i) the Owner or Occupier is a person with a disability under the *Guide, Hearing and Assistance Dogs Act 2009* (Qld);
 - (ii) the Owner or Occupier relies on a Guide, Hearing or Assistance Dog; and
 - (iii) the animal is a Guide, Hearing or Assistance Dog.

Conditions of approval

- 13.2 The Body Corporate may impose conditions of any approval under this by-law, which may include, but are not limited to the conditions set out in this by-law.
- 13.3 If an Owner or Occupier brings or keeps an animal in their Lot or the Common Property, unless approved to the contrary by the Body Corporate:

- (a) the animal must be kept within the Lot and not allowed to roam the Common Property;
- (b) the Owner or Occupier must ensure that when passing through Common Property, the animal is suitably restrained or carried;
- (c) the Owner or Occupier must immediately pick up and dispose of any waste left by the animal on the Common Property;
- (d) the animal must be registered with the council, if the animal is a type that allows council registration; and
- (e) the animal must carry an identification tag with the Owner or Occupier's details.

14 Waste

14.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) leave waste on the Common Property other than in a designated waste bin designed for keeping the type of waste being disposed of;
- (b) overfill a designated waste bin; or
- (c) dispose of waste in a way which is not adequately bagged; or
- (d) dispose of waste in a way which is not placed in a securely fastened and sufficiently durable bag, so as to reach the garbage bin without breaking open;
- (e) deposit any of the following items into any garbage chute:
 - (i) glass;
 - (ii) cardboard;
 - (iii) boxes (e.g. pizza boxes, delivery boxes);
 - (iv) long items (i.e. over 30cm length);
 - (v) blankets, bedding, linens;
 - (vi) styrofoam packaging, foam beads, packing peanuts.

15 Letterbox

15.1 An Owner or Occupier must not, without the written approval of the:

- (a) Body Corporate, use or interfere with a letterbox designated for the Body Corporate; or
- (b) other relevant Lot Occupier, use or interfere with a letterbox designated for another Lot.

16 Access keys

16.1 An Owner or Occupier must:

- (a) not, without the written approval of the Body Corporate:
 - (i) interfere or tamper with or copy an access key for the Common Property or a Lot; or
 - (ii) use an access key for which they are not authorised to use; and.
- (b) notify the Body Corporate if they lose possession of an access key for which they are authorised to use.

17 Use of utility infrastructure

- 17.1 An Owner or Occupier shall not, without the prior approval of the Body Corporate, use or interfere with any utility infrastructure.

Note – this includes the use of electrical outlets located on the Common Property.

Structure of the scheme

18 Building Management Statement

- 18.1 An Owner or Occupier must not, without the written approval of the Body Corporate, do anything which places the Body Corporate in breach of the building management statement that the Body Corporate is a party to.

Facilities

19 Barbecue area

Booking

- 19.1 An Owner or Occupier must not, without an Approved Booking, use the barbecue area to the exclusion of other Owners and Occupiers.

Without a booking

- 19.2 An Owner or Occupier may use the barbecue area on the conditions that the use does not:
- (a) conflict with an Approved Booking;
 - (b) exclude other Owners and Occupiers unless the use is consistent with an Approved Booking;
 - (c) cause damage to the surface, fixtures or fittings of the barbecue area;
 - (d) cause a nuisance or an unreasonable interference; and
 - (e) leave the area unclean and untidy after use.

20 Bicycle racks

- 20.1 An Owner or Occupier may use the bicycle rack on the conditions that the use:
- (a) does not prevent other Owner's or Occupier's bicycles from being removed from the bicycle rack;
 - (b) does not exceed the capacity of bicycle storage;
 - (c) is not for an unreasonable frequency or duration that would unreasonably exclude other Owners and Occupiers from using the bicycle rack;
 - (d) does not cause damage to the bicycle rack;
 - (e) does not cause damage to other Owner's or Occupier's bicycles; and
 - (f) is for the intended purpose of a bicycle rack.

21 Rooftop recreation area

21.1 Booking

An Owner or Occupier must not, without an Approved Booking, use the rooftop recreation area to the exclusion of other Owners and Occupiers.

21.2 Without a booking

An Owner or Occupier may use the rooftop recreation area on the conditions that the use does not:

- (a) occur outside the hours of 7:00am and 10:00pm, unless otherwise approved in writing by the Body Corporate;
- (b) conflict with an Approved Booking;
- (c) exclude other Owners and Occupiers unless the use is consistent with an Approved Booking;
- (d) cause damage to the surface, fixtures or fittings of the rooftop area;
- (e) cause a nuisance or an unreasonable interference; and
- (f) leave the area unclean and untidy after use.

22 Vegetable Garden

22.1 An Owner or Occupier may use the common property vegetable garden area on the conditions that:

- (a) the use does not cause any lasting damage to the garden or any plants;
- (b) an unreasonable amount of plant or fruit is not taken which would preclude others from making use of the vegetable garden;
- (c) the use ensures that Owners, Occupiers and Visitors are appropriately supervised having regard to the age and capability of the Owner, Occupier and Visitor; and
- (d) the Owner or Occupier does not bring an animal into the garden area.

Exclusive use

23 Exclusive use Areas

23.1 Grant of Exclusive Use

- (a) The Owners of lots identified in Schedule E are entitled to exclusive use areas indicated in that schedule and as identified on sketch plan which is attached to this Community Management Statement.
- (b) The Original Owner may allocate Common Property to Owners for exclusive use purposes and any allocation will be effective if:-
 - (i) the allocation is made within 12 months of the date of recording of the CMS that first included this By-Law; and
 - (ii) details of the allocation are notified to the Body Corporate.

23.2 Maintenance of Exclusive Use

- (a) The Owner or Occupier must maintain and keep any area of common property that they have exclusive use of in a neat and tidy condition including keeping all plants or grass properly tendered and watered. If the Owner or Occupier fails in this duty, By-Laws 23.2(d) and 23.2(d).
- (b) An Owner or Occupier of a Lot will:
 - (i) be responsible for the proper maintenance and decoration of the Lot;
 - (ii) maintain in good condition and repair any improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or any part of the Lot) and, where appropriate, will not use building materials and external finishes other than of the same colour and type as those comprised in such improvements without the prior written consent of the Body Corporate;
 - (iii) maintain the interior of the Lot in a clean condition and take all practical steps to prevent infestation by vermin or insects; and
 - (iv) maintain in good condition and repair and keep clean any part of the Common Property which the Owner has the exclusive use of including any hot water system or air conditioning condenser unit servicing the Owner's Lot which may be located in that area, but excluding any fences located on the Common Property.
- (c) The Body Corporate may give written notice to an Owner or Occupier of a Lot requiring that:
 - (i) the Improvements be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or any part of the Lot); and
 - (ii) the obligations under By-Law 23.2(b) must be complied with, and if such notice has not been complied with to the reasonable satisfaction of the Body Corporate within 14 days of the date of that notice, the Body Corporate may, in its absolute discretion, cause the obligations under By-Law 23.2(b) to be carried out in accordance with the notice and the Owner or Occupier (as the case may be) must pay the costs incurred or payable by the Body Corporate on demand.
- (d) An Owner or Occupier of a Lot will allow the Body Corporate and the servants and contractors of the Body Corporate access to the Lot and the Improvements at all reasonable times for the purpose of inspection and carrying out works under By-Law 23.2(c)(ii) provided that the Body Corporate gives the Owner or Occupier reasonable notice of its intention to enter upon the relevant Lot and carry out works.

23.3 Conditions of the grant

- (a) This grant of exclusive use and enjoyment is made subject to the Owner allowing the Body Corporate, the Body Corporate and its properly appointed agents access at all reasonable times to the exclusive use space for any proper purpose.
- (b) An Owner or Occupier of a Lot must not park any Motor Vehicle upon the Common Property unless the exclusive use of that part of the Common Property has been allocated or licensed to the Owner or Occupier respectively of the Lot for that purpose.
- (c) An Owner or Occupier must not fence or otherwise obstruct access to any exclusive use area.

23.4 Revocation of Allocation

- (a) The Original Owner or its agent may revoke an allocation of an exclusive use area provided the revocation is accompanied by the consent of the Owner of the Lot having the benefit of the exclusive use area.

24 Allocation of Exclusive Use - Car space

- 24.1 This exclusive use By-Law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the Common Property to which this exclusive use By-Law shall apply ("an authorised allocation").

- 24.2 The parts of the Common Property to be allocated under this exclusive use By-Law shall be allocated for the purposes of car parking.
- 24.3 This By-Law may attach to a Lot on the basis of an authorised allocation. The Occupier of each Lot for the time being to which this By-Law attaches, shall have exclusive use to the rights and enjoyment of the area of Common Property allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.
- 24.4 The Body Corporate shall ensure that details of the areas of Common Property over which exclusive use has been granted and the applicable Lot shall be recorded in Schedule E and defined on a plan in a Community Management Statement.
- 24.5 The car space exclusive use areas granted under this By-Law are to be used for car parking only and shall not create or allow a nuisance to be created upon such area.
- 24.6 Each Owner shall be responsible for keeping their exclusive use car space clean from litter, residues marks and oil. However the Body Corporate shall otherwise remain responsible for the maintenance, operating costs and upkeep of the exclusive use car space areas.
- 24.7 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an Occupier, enter upon such exclusive use car space area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Building, the Common Property, the Lot or an adjoining Lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.
- 24.8 An Owner of a Lot may grant to another person who is not an Owner or Occupier of a Lot in the Community Titles Scheme a licence to use that Owners exclusive use car space provided that:
- (a) the relevant Owner engages the party who undertakes the management and letting services in respect of the Community Titles Scheme to manage and control the use of the relevant Owners exclusive use car space by the licensee; and
 - (b) the relevant licensee agrees to be bound by the By-Laws of the Community Titles Scheme (as they are amended from time to time).
- 24.9 The Original Owner or the Original Owner's agent (whichever authorised the allocation) may revoke the allocation, but only with the written consent of the Lot Owner with the benefit of the allocation.

25 Exclusive Use - Planter Boxes

- 25.1 This exclusive use by-law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the Common Property to which this exclusive use by-law shall apply ("a planter box authorised allocation"). The parts of the Common Property to be allocated under this exclusive use by-law shall be allocated for the purposes of planter boxes.
- 25.2 This by-law may attach to a lot on the basis of a planter box authorised allocation. The Occupier of the Lot for the time being to which this by-law attaches, shall have exclusive use to the rights and enjoyment of the area of Common Property allocated by way of a planter box authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.
- 25.3 The details of the areas of Common Property over which exclusive use has been granted and the applicable lot are recorded in Schedule E and defined on a plan attached to this Community Management Statement.
- 25.4 The owner of the lot shall be responsible for maintaining the plants in the exclusive use planter boxes in a healthy stated, including watering and fertilising plants regularly to keep the plants in the planter box in a healthy state, subject to any applicable lawful restrictions. The plants in the planter boxes must not be removed unless they die, are not healthy in appearance or they jeopardise or are likely to jeopardise the structural integrity of the planter box. Plants in the planter boxes must be replaced with a plant or species of plant approved by the Body Corporate Committee from time to time.
- 25.5 The Body Corporate, the Manager and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon such exclusive use planter box area (or part thereof) for the purpose of

inspecting the same or for carrying out works or effecting maintenance to the plants in the planter boxes and the plants themselves.

- 25.6 The Original Owner or the Original Owner's agent (whichever authorised the allocation) may revoke the allocation, but only with the written consent of the lot owner with the benefit of the allocation.
- 25.7 If an occupier fails to comply with this by-law and the Body Corporate must take remedial action, the costs of the remedial action must be by the relevant owner and occupier.

26 Exclusive Use - Storage Areas

- 26.1 This exclusive use by-law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the Common Property to which this exclusive use by-law shall apply ("a storage authorised allocation"). The parts of the Common Property to be allocated under this exclusive use by-law shall be allocated for the purposes of storage.
- 26.2 This by-law may attach to a lot on the basis of a storage authorised allocation. The occupier of the lot for the time being to which this by-law attaches, shall have exclusive use to the rights and enjoyment of the area of Common Property allocated by way of a storage authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.
- 26.3 The details of the areas of Common Property over which exclusive use has been granted and the applicable lot are recorded in Schedule E and defined on a plan attached to this Community Management Statement.
- 26.4 The Occupier with the right to the exclusive use area shall comply with the terms of any by-law restricting the storage of flammable liquids, gases or other materials with respect to the storage space.
- 26.5 The Owner of the lot shall be responsible for keeping the exclusive use storage space clean and in a neat and tidy condition and shall be responsible for the maintenance, operating costs and upkeep of the exclusive use storage space area and any locker, cage or enclosure on the storage space.
- 26.6 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon such exclusive use storage space area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Building, the common Property, the lot or an adjoining lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.
- 26.7 The Original Owner or the Original Owner's agent (whichever authorised the allocation) may revoke the allocation, but only with the written consent of the lot owner with the benefit of the allocation.
- 26.8 The Owner of the Lot with the right to an exclusive use storage space area may install a locking device to secure the storage space. However the Body Corporate, Caretaker or their agents may access the storage space area in the event of an emergency.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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1. Utility Infrastructure

- (a) the Original Owner may at any time enter on to the Scheme Land (or any part of it), the Common Property and any lot in the Scheme to undertake works of any kind necessary or incidental to establishing utility infrastructure and utility services (and connections thereto) including the following works:
 - A. excavation and general earthworks;
 - B. the construction of Common Property areas (including roads);
 - C. the construction on the Common Property of such improvements and facilities as may be considered necessary by the Original Owner to establish utility infrastructure and utility services and connections thereto; and
 - D. the construction of services infrastructure whether public or private including but without limiting the generality thereof connections for sewerage, gas, electricity, telephone, fibre optics or any other lawful service available to the public,

all of which are collectively called the Utility Infrastructure Works.
- (b) The Original Owner may bring upon the Scheme Land any machinery, tools, equipment, vehicles and workman to facilitate the carrying out of the Utility Infrastructure Works.
- (c) The Original Owner shall use reasonable endeavours to ensure that the Utility infrastructure Works will be carried out in a manner which minimises (so far as is practicable) the inconveniences (if any) caused to the Body Corporate or to the owners and occupiers of lots in this Scheme.
- (d) The Body Corporate and each Owner and Occupier of lots in this Scheme may not object or claim compensation against the Original Owner in respect of any noise, dust, traffic or nuisance of any type which may arise in connection with the Utility Infrastructure Works.
- (e) The Body Corporate and each Owner and Occupier of lots in this Scheme agrees that the Original Owner shall be entitled to free and uninterrupted access over and to the Common Property and to any lot to carry out and undertake the Utility Infrastructure Works.
- (f) The expressions "Utility Infrastructure" and "Utility Services" shall have the same meaning assigned to them in the Act as amended as time to time. The expression the "Original Owner" means the party identified in Item 5 of this Community Management Statement together with any successor or assign of any undeveloped part of the Scheme Land.

2. Statutory Easements

Each lot and Common Property in the Scheme is affected by the following statutory easements:

- (a) easement for lateral or subjacent support under Section 115N of the *Land Title Act 1994 Qld*;
- (b) easement for utility services and utility infrastructure in accordance with Section 115O of the *Land Title Act 1994 Qld*;
- (c) easement for utility services and utility infrastructure in accordance with Section 115P of the *Land Title Act 1994 Qld*;
- (d) easement for shelter in accordance with Section 115Q of the *Land Title Act 1994 Qld*;
- (e) easement for projections in accordance with Section 115R of the *Land Title Act 1994 Qld*;
- (f) easement for maintenance of building close to boundary in accordance with Section 115S of the *Land Title Act Qld*.

Title Reference 51025203

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3. Service Location Diagrams

A Services Location Diagram is attached to this CMS and marked "SLD".

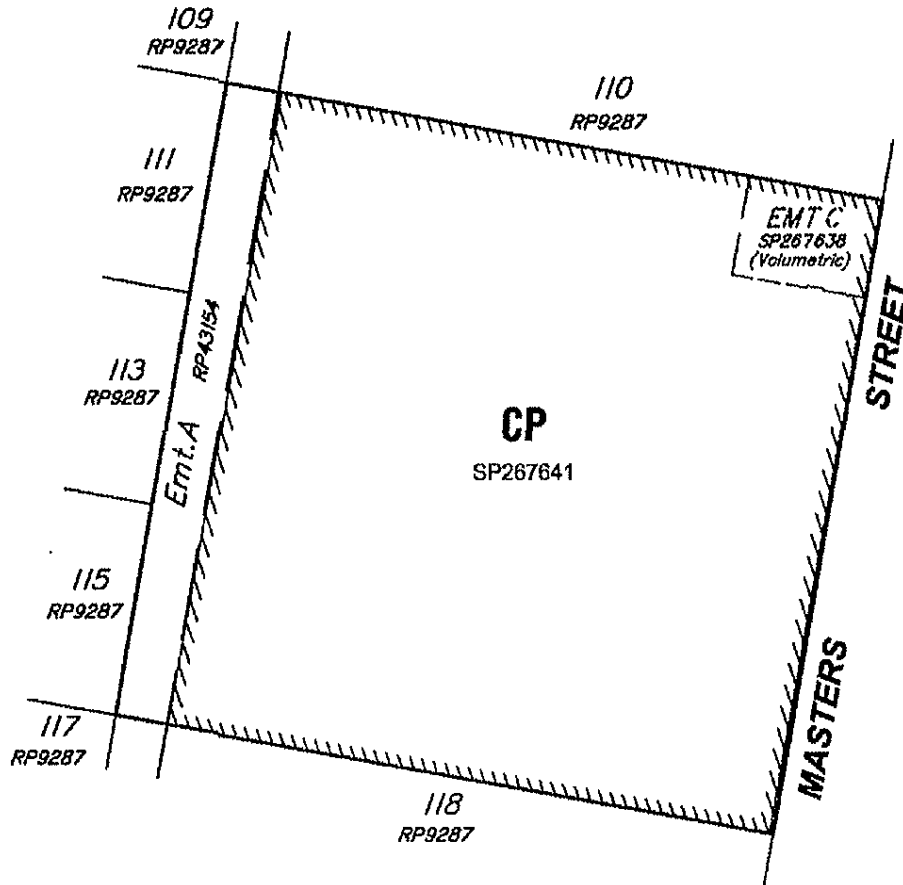
Lumira Apartments CTS 48316

"SLD"

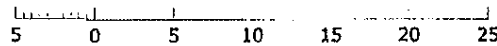
SKETCH PLAN LUMIRA APARTMENTS CTS MASTERPLAN

Sheet 1 of 7

SEE SHEET 2 FOR SEWER
SEE SHEET 3 FOR STORMWATER
SEE SHEET 4 FOR WATER
SEE SHEET 5 FOR TELECOMMUNICATION
SEE SHEET 6 FOR ELECTRICITY
SEE SHEET 7 FOR GAS



Scale 1:400 @ A4 - Lengths are in Metres.



NOTES: SERVICES ON THIS PLAN HAVE BEEN SHOWN IN ACCORDANCE WITH SECTION 70 OF THE BCOM ACT FROM INFORMATION SUPPLIED BY OTHERS. SERVICE LOCATIONS ARE INDICATIVE ONLY.

SHEET 1 OF 7 SHEETS

LEGEND	
— v — v —	Water
— s — s —	Sewerage
— w — w —	Electricity
— SW — SW —	Stormwater
— wv — wv —	Roofwater
— g — g —	Gas Line
— t — t —	Telstra Line
* Power Pole	o* Light Pole
☒ Gully Trap	
☒ Stormwater MH Lid	
☒ Roofwater MH Lid	
☒ Fire Hydrant	
☒ Sewer MH Lid	

SERVICE LOCATION DIAGRAM

Plan of Lots 101-110, 201-210, 301-310, 401-410, 501-510, 601-610, 701-710, 801-805 & Common Property

PROJECT :

LUMIRA APARTMENTS CTS

LOCALITY: NEWSTEAD

LOCAL AUTH: BCC

CLIENT :

HG DEVELOPMENTS

MAP : 9543-33314

DRAWN : KB / 09-12-2015

FILE : SB2948_04_A_SLD.dwg

CHECKED : BW / 09-12-2015



■ LICENSED SURVEYORS ■ TOWN PLANNERS
■ DEVELOPMENT CONSULTANTS

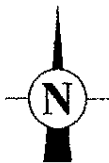
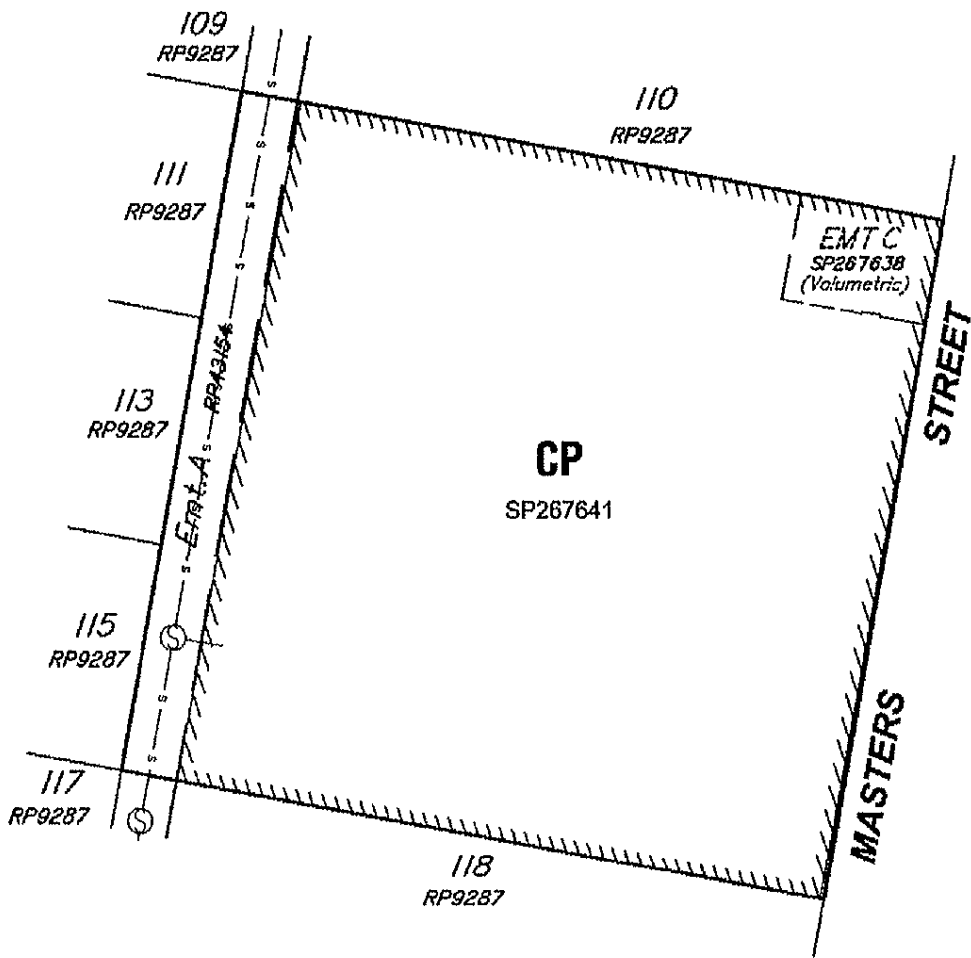
SUITE 2, LEVEL 2
1 BREAKFAST CREEK RD
NEWSTEAD
P.O. Box 436
NEW FARM
QLD 4005
(07) 36665200
(07) 36665202
E: surveying@hgdevelopments.com.au
W: hgdevelopments.com.au

Plan Number : **SB2948-04-A**

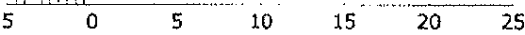
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SKETCH PLAN
LUMIRA APARTMENTS CTS - SEWER

Sheet	of
2	7



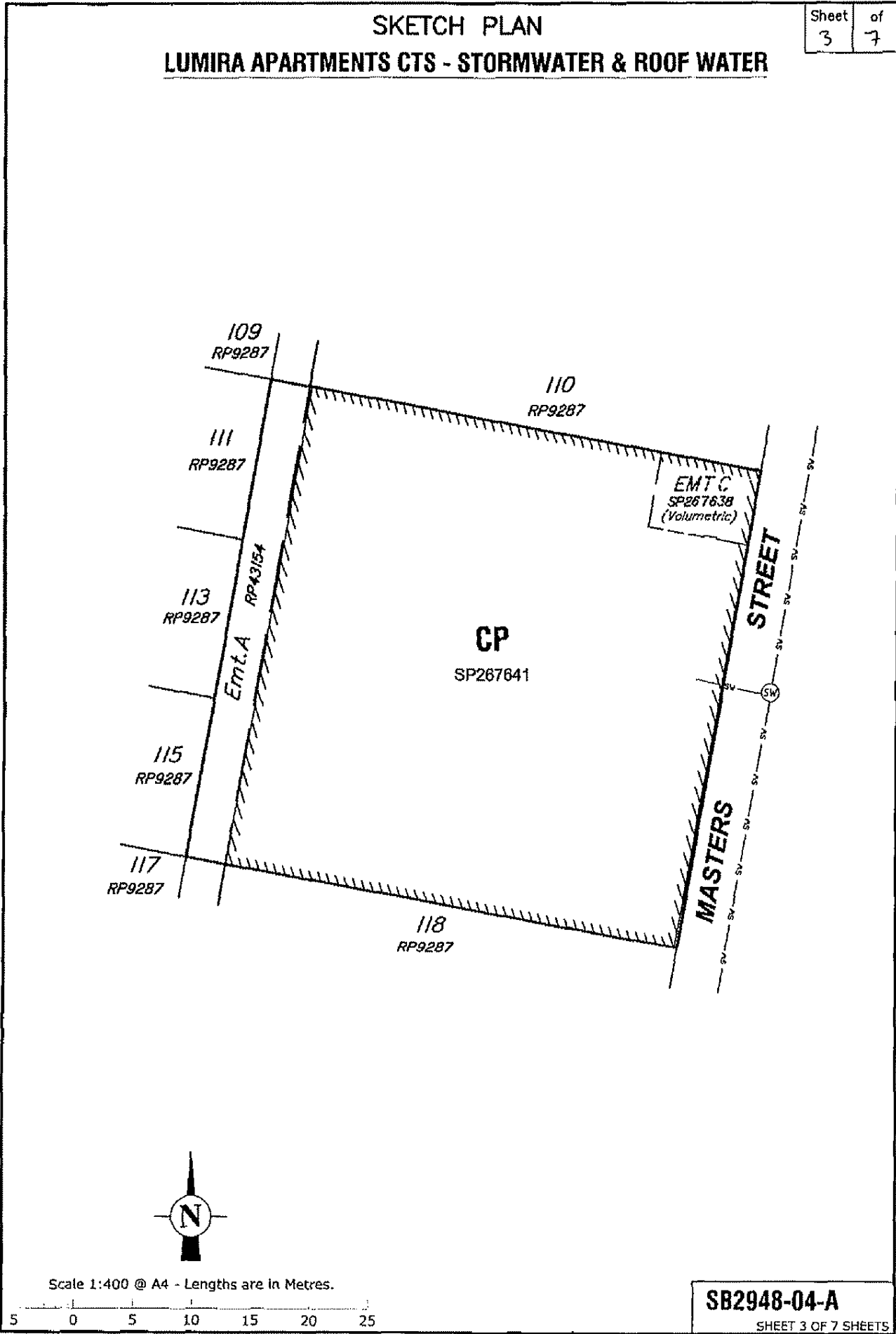
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SB2948-04-A

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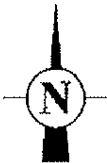
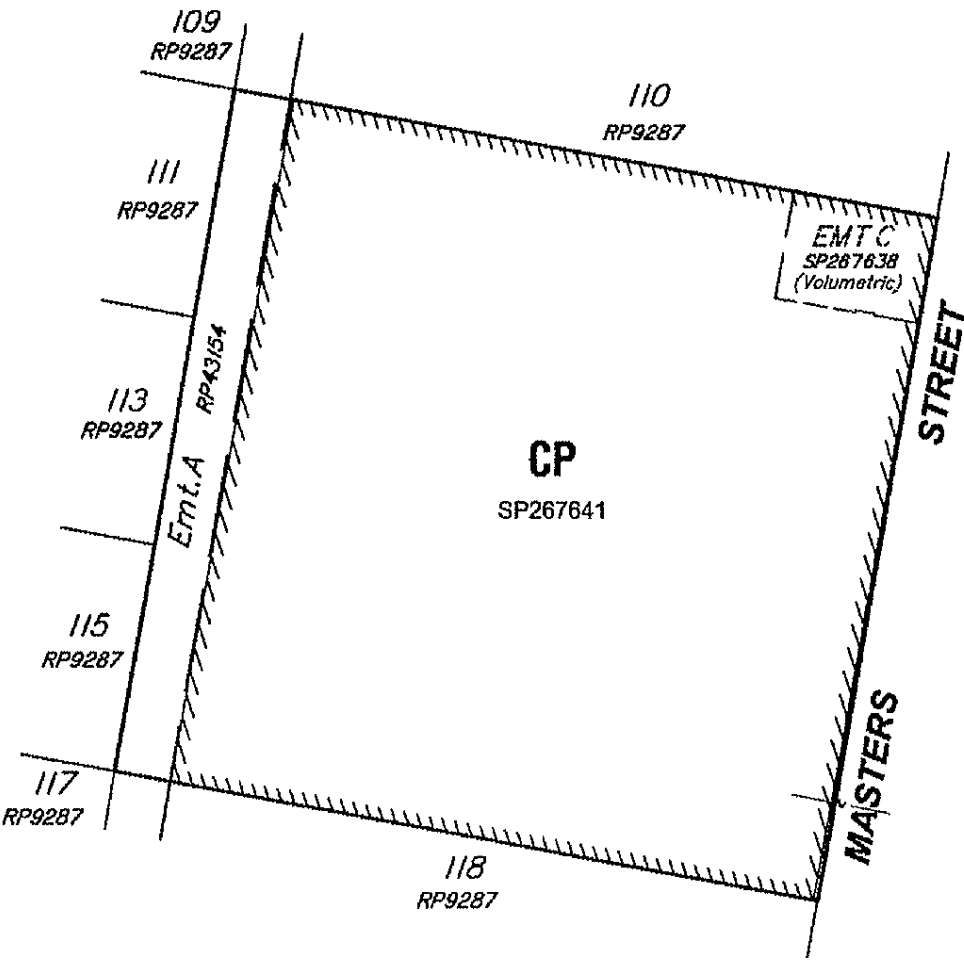
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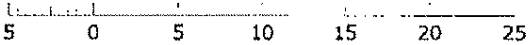
Lumira Apartments CTS 48316

SKETCH PLAN
LUMIRA APARTMENT CTS - WATER

Sheet	of
4	7



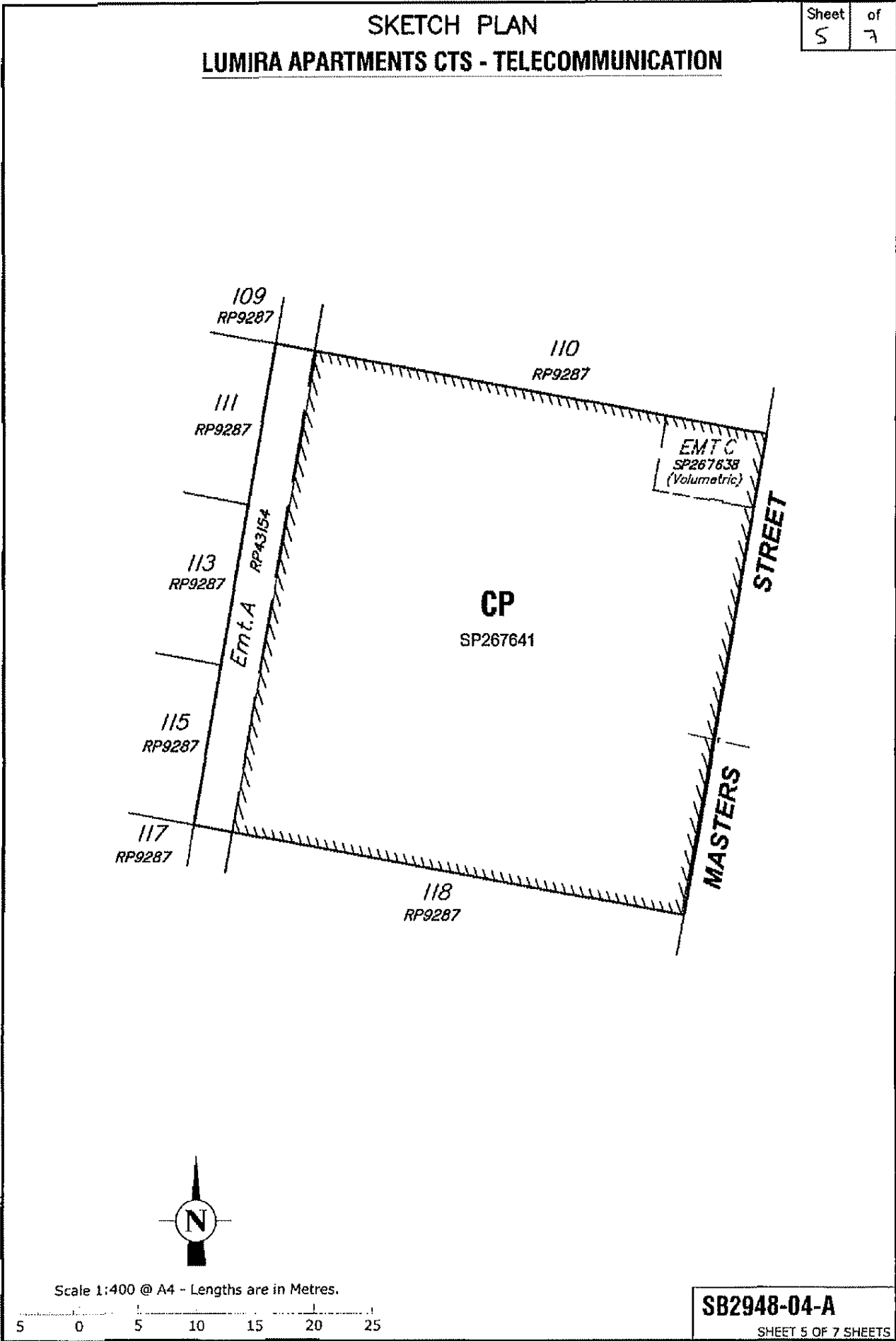
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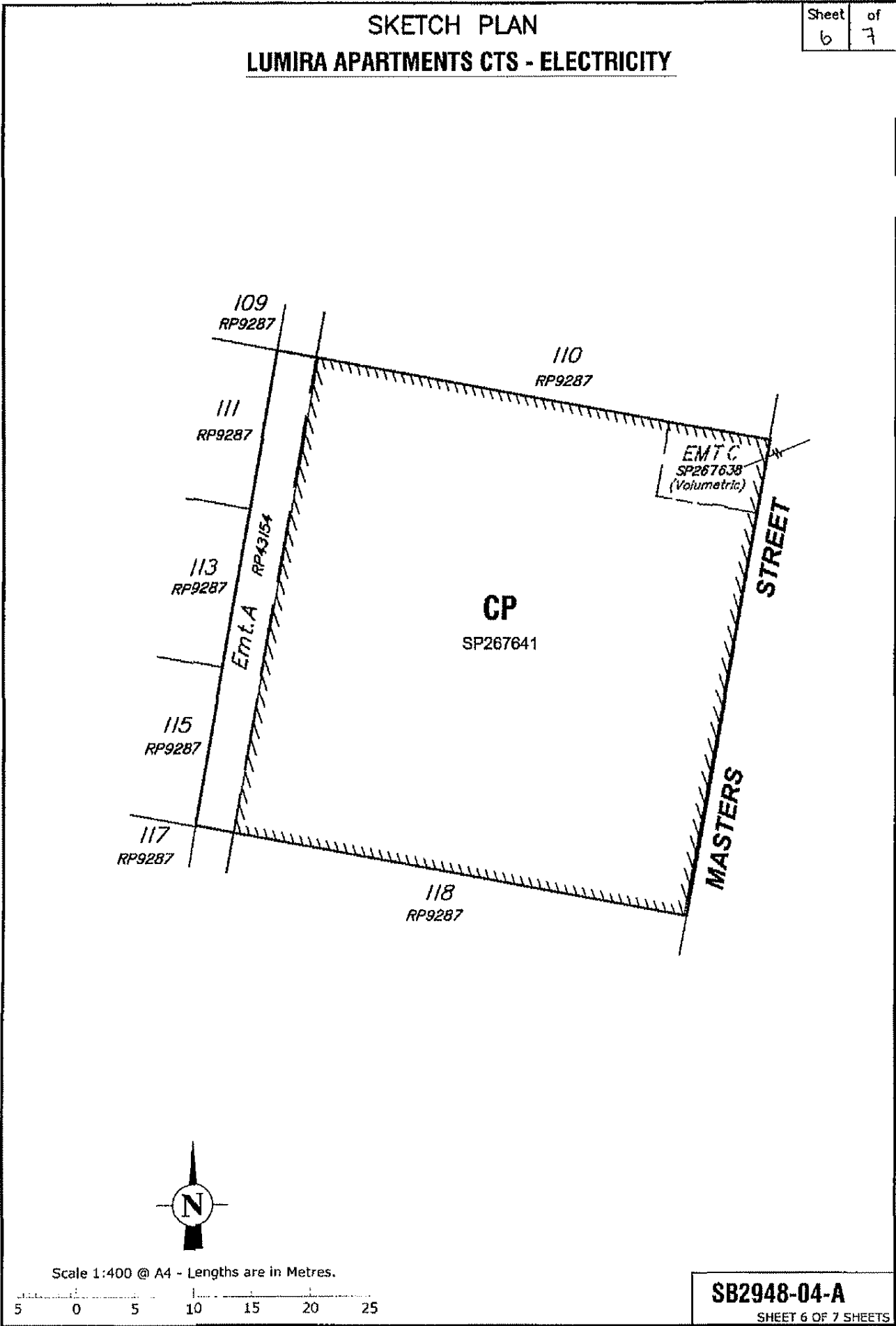
SB2948-04-A

SHEET 4 OF 7 SHEETS

Lumira Apartments CTS 48316



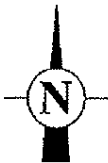
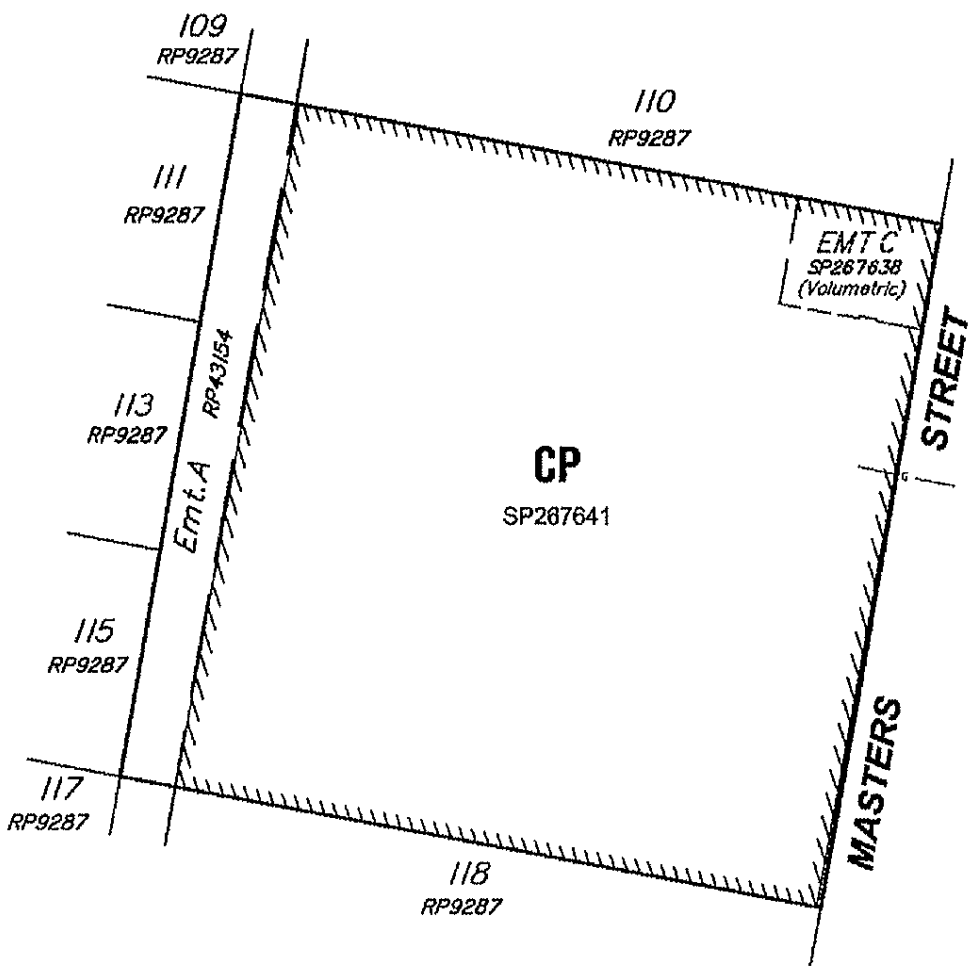
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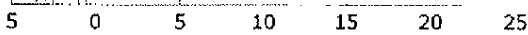
Lumira Apartments CTS 48316

SKETCH PLAN
LUMIRA APARTMENTS CTS - GAS

Sheet	of
7	7



Scale 1:400 @ A4 - Lengths are in Metres.



SB2948-04-A
SHEET 7 OF 7 SHEETS

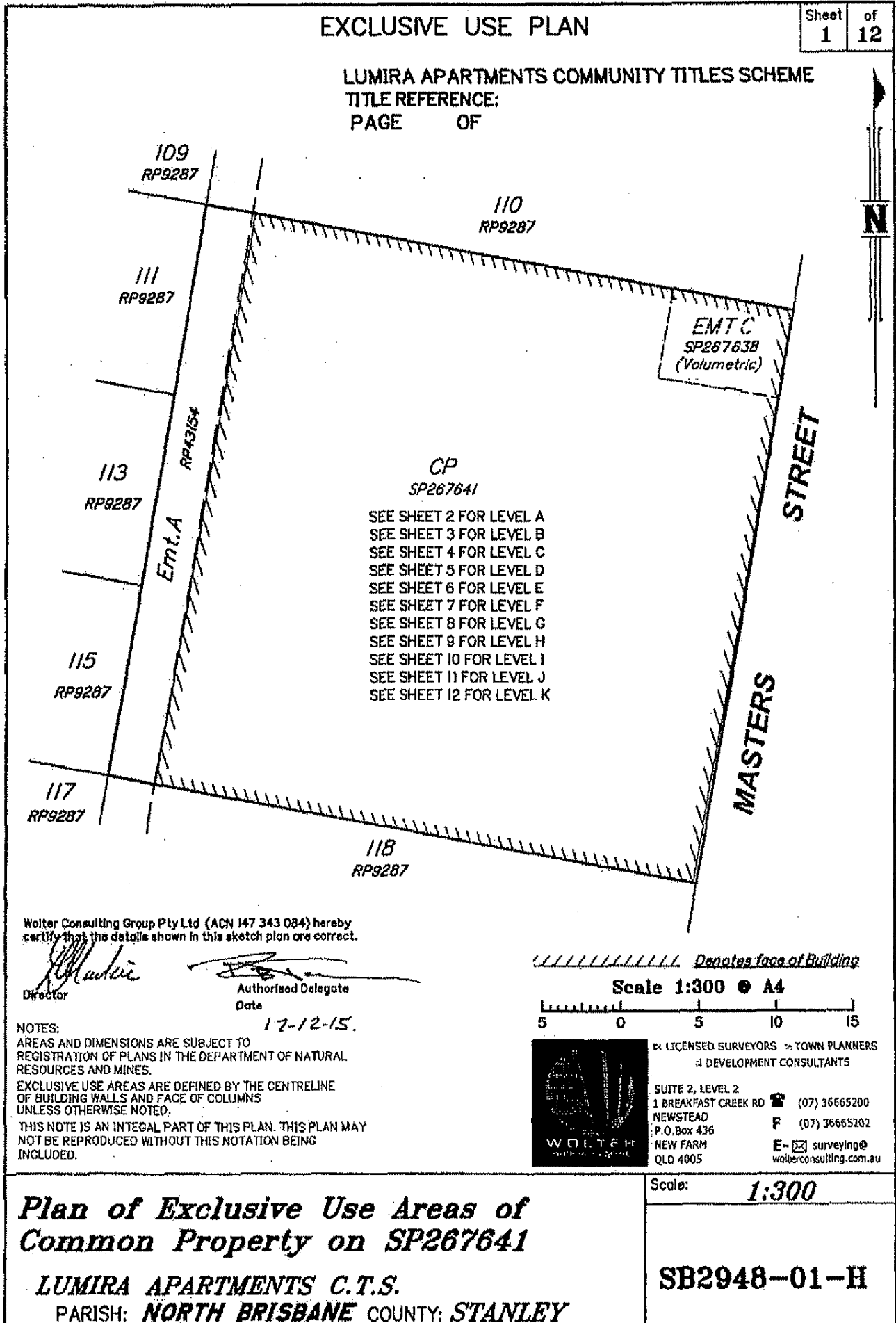
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Lot	Car Space	Storage Space	Planter Box
Lot 101 on SP267641	Area C59 on Exclusive Use Plan attached		
Lot 102 on SP267641	Area C58 on Exclusive Use Plan attached		Area P102 on Exclusive Use Plan attached
Lot 103 on SP267641	Area C73 on Exclusive Use Plan attached		Area P103 on Exclusive Use Plan attached
Lot 104 on SP267641	Area C12 on Exclusive Use Plan attached		
Lot 105 on SP267641	Area C40 on Exclusive Use Plan attached		Area P105 on Exclusive Use Plan attached
Lot 106 on SP267641	Area C57 on Exclusive Use Plan attached		Area P106 on Exclusive Use Plan attached
Lot 107 on SP267641	Area C56 on Exclusive Use Plan attached		
Lot 108 on SP267641	Area C46 on Exclusive Use Plan attached		
Lot 109 on SP267641	Area C15 on Exclusive Use Plan attached		
Lot 110 on SP267641	Area C49 on Exclusive Use Plan attached		
Lot 201 on SP267641	Area C63 on Exclusive Use Plan attached		
Lot 202 on SP267641	Area C62 on Exclusive Use Plan attached	Area S21 on Exclusive Use Plan attached	
Lot 203 on SP 267641	Area C52 on Exclusive Use Plan attached		
Lot 204 on SP267641	Area C51 on Exclusive Use Plan attached		
Lot 205 on SP267641	Area C50 on Exclusive Use Plan attached		
Lot 206 on SP267641	Area C61 on Exclusive Use Plan attached	Area S22 on Exclusive Use Plan attached	
Lot 207 on SP267641	Area C60 on Exclusive Use Plan attached		
Lot 208 on SP267641	Area C43 on Exclusive Use Plan attached		
Lot 209 on SP267641	Area C45 on Exclusive Use Plan attached		
Lot 210 on SP267641	Area C42 on Exclusive Use Plan attached		
Lot 301 on SP267641	Area C67 on Exclusive. Use Plan attached		
Lot 302 on SP267641	Area C66 on Exclusive Use Plan attached		
Lot 303 on SP267641	Area C36 on Exclusive		
Lot 304 on SP267641	Area C37 on Exclusive Use Plan attached		
Lot 305 on SP267641	Area C68 on Exclusive Use Plan attached		
Lot 306 on SP267641	Area C65 on Exclusive Use Plan attached	Area S31 on Exclusive Use Plan attached	
Lot 307 on SP267641	Areas C64 and C79 on Exclusive Use Plan attached	Area S32 on Exclusive Use Plan attached	
Lot 308 on SP267641	Area C14 on Exclusive Use Plan attached		
Lot 309 on SP267641	Area C44 on Exclusive Use Plan attached		
Lot 310 on SP267641	Area C13 on Exclusive Use Plan attached		

Lot	Car Space	Storage Space	Planter Box
Lot 401 on SP267641	Area C24 on Exclusive Use Plan attached		
Lot 402 on SP267641	Area C23 on Exclusive Use Plan attached	Area S41 on Exclusive Use Plan attached	
Lot 403 on SP267641	Area C09 on Exclusive Use Plan attached		
Lot 404 on SP267641	Area C10 on Exclusive Use Plan attached		
Lot 405 on SP267641	Area C11 on Exclusive Use Plan attached		
Lot 406 on SP267641	Area C22 on Exclusive Use Plan attached	Area S42 on Exclusive Use Plan attached	
Lot 407 on SP267641	Area C39 on Exclusive Use Plan attached		
Lot 408 on SP267641	Area C33 on Exclusive Use Plan attached		
Lot 409 on SP267641	Area C34 on Exclusive Use Plan attached		
Lot 410 on SP267641	Area C35 on Exclusive Use Plan attached		
Lot 501 on SP267641	Area C28 on Exclusive Use Plan attached		
Lot 502 on SP267641	Area C27 on Exclusive Use Plan attached	Area S51 on Exclusive Use Plan attached	
Lot 503 on SP 267641	Area C48 on Exclusive Use Plan attached		
Lot 504 on SP267641	Area C47 on Exclusive Use Plan attached		
Lot 505 on SP267641	Area C74 on Exclusive Use Plan attached		
Lot 506 on SP267641	Area C26 on Exclusive Use Plan attached	Area S52 on Exclusive Use Plan attached	
Lot 507 on SP267641	Area C25 on Exclusive Use Plan attached		
Lot 508 on SP267641	Area C04 on Exclusive Use Plan attached		
Lot 509 on SP267641	Area C05 on Exclusive Use Plan attached		
Lot 510 on SP267641	Area C72 on Exclusive Use Plan attached		
Lot 601 on SP267641	Area C29 on Exclusive Use Plan attached		
Lot 602 on SP267641	Area C30 on Exclusive Use Plan attached		
Lot 603 on SP267641	Area C55 on Exclusive Use Plan attached		
Lot 604 on SP267641	Area C54 on Exclusive Use Plan attached		
Lot 605 on SP267641	Area C53 on Exclusive Use Plan attached		
Lot 606 on SP267641	Area C31 on Exclusive Use Plan attached		
Lot 607 on SP267641	Area C32 on Exclusive Use Plan attached	Area S61 on Exclusive Use Plan attached	
Lot 608 on SP267641	Area CO1 on Exclusive Use Plan attached		
Lot 609 on SP267641	Area C06 and Area C78 on Exclusive Use Plan attached	Area S62 on Exclusive Use Plan attached	
Lot 610 on SP267641	Area CO3 on Exclusive Use Plan attached		
Lot 701 on SP267641	Area C21 on Exclusive Use Plan attached		
Lot 702 on SP267641	Area C20 on Exclusive Use Plan attached	Area S71 on Exclusive Use Plan attached	
Lot 703 on SP267641	Area C38 on Exclusive Use Plan attached		

Lot	Car Space	Storage Space	Planter Box
Lot 704 on SP267641	Area CO2 on Exclusive Use Plan attached		
Lot 705 on SP267641	Area C07 on Exclusive Use Plan attached		
Lot 706 on SP267641	Area C19 on Exclusive Use Plan attached	Area S72 on Exclusive Use Plan attached	
Lot 707 on SP267641	Area C18 on Exclusive Use Plan attached		
Lot 708 on SP267641	Area C17 on Exclusive Use Plan attached		
Lot 709 on SP267641	Area C16 on Exclusive Use Plan attached		
Lot 710 on SP267641	Area C41 on Exclusive Use Plan attached		
Lot 801 on SP267641	Area C69 on Exclusive Use Plan attached		
Lot 802 on SP267641	Area C70 on Exclusive		
Lot 803 on SP267641	Area C71 on Exclusive Use Plan attached	Area S81 on Exclusive Use Plan attached	
Lot 804 on SP267641	Area C76 on Exclusive Use Plan attached		Area P804 on Exclusive Use Plan attached
Lot 805 on SP267641	Area C75 on Exclusive Use Plan attached		

Lumira Apartments CTS 48316



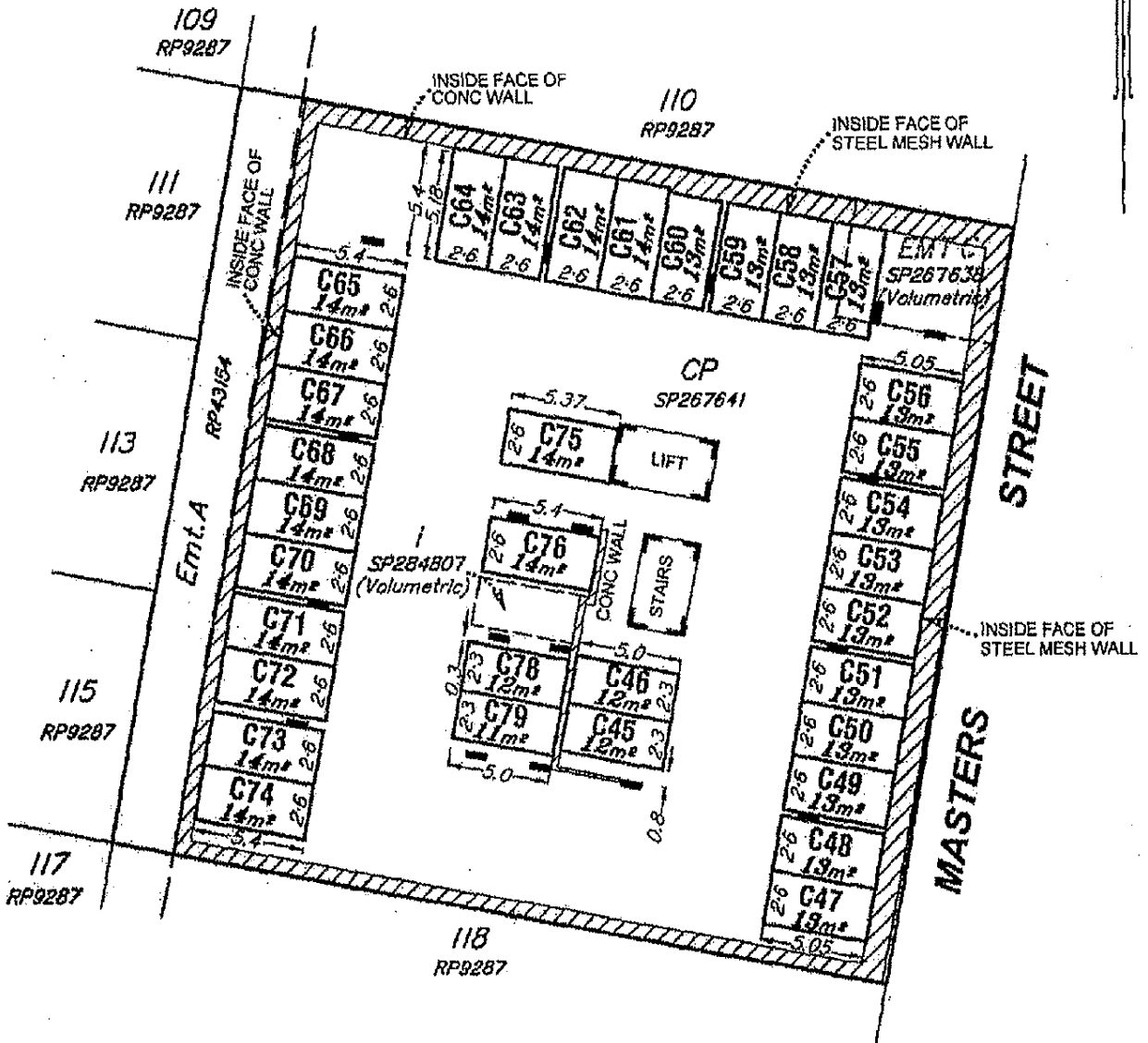
Lumira Apartments CTS 48316

EXCLUSIVE USE PLAN

Sheet 2 of 12

LUMIRA APARTMENTS COMMUNITY TITLES SCHEME

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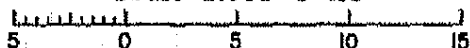


- C - Denotes Carpark
- P - Denotes Planter Box
- S - Denotes Storage

////// Denotes face of Building/Wall
 == Denotes column

LEVEL A

Scale 1:300 • A4



SB2948-01-H

Lumira Apartments CTS 48316

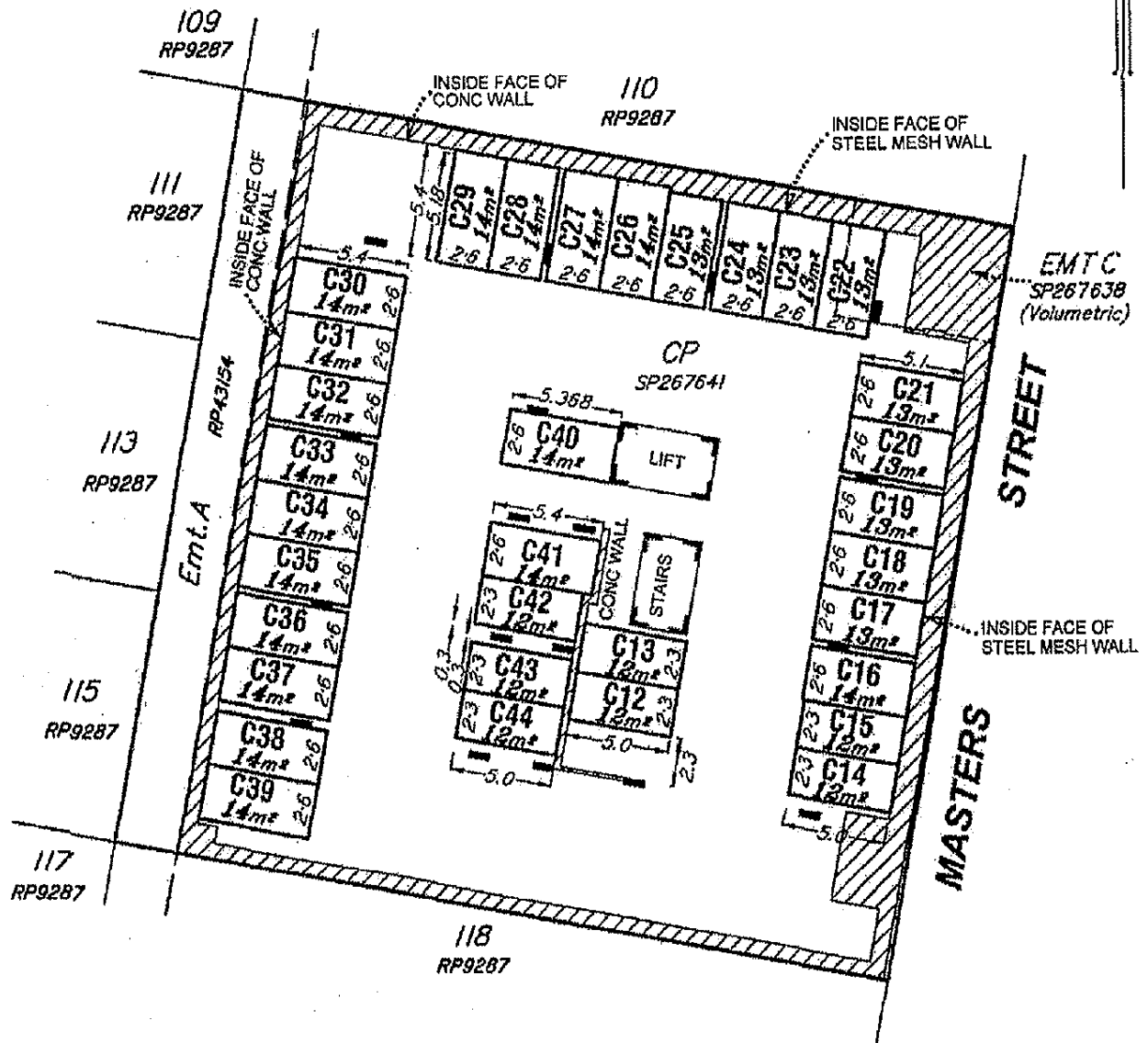
EXCLUSIVE USE PLAN

Sheet 3 of 12

LUMIRA APARTMENTS COMMUNITY TITLES SCHEME

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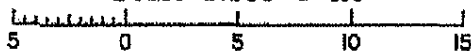


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- P - Denotes Planter Box
- S - Denotes Storage

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 — Denotes column

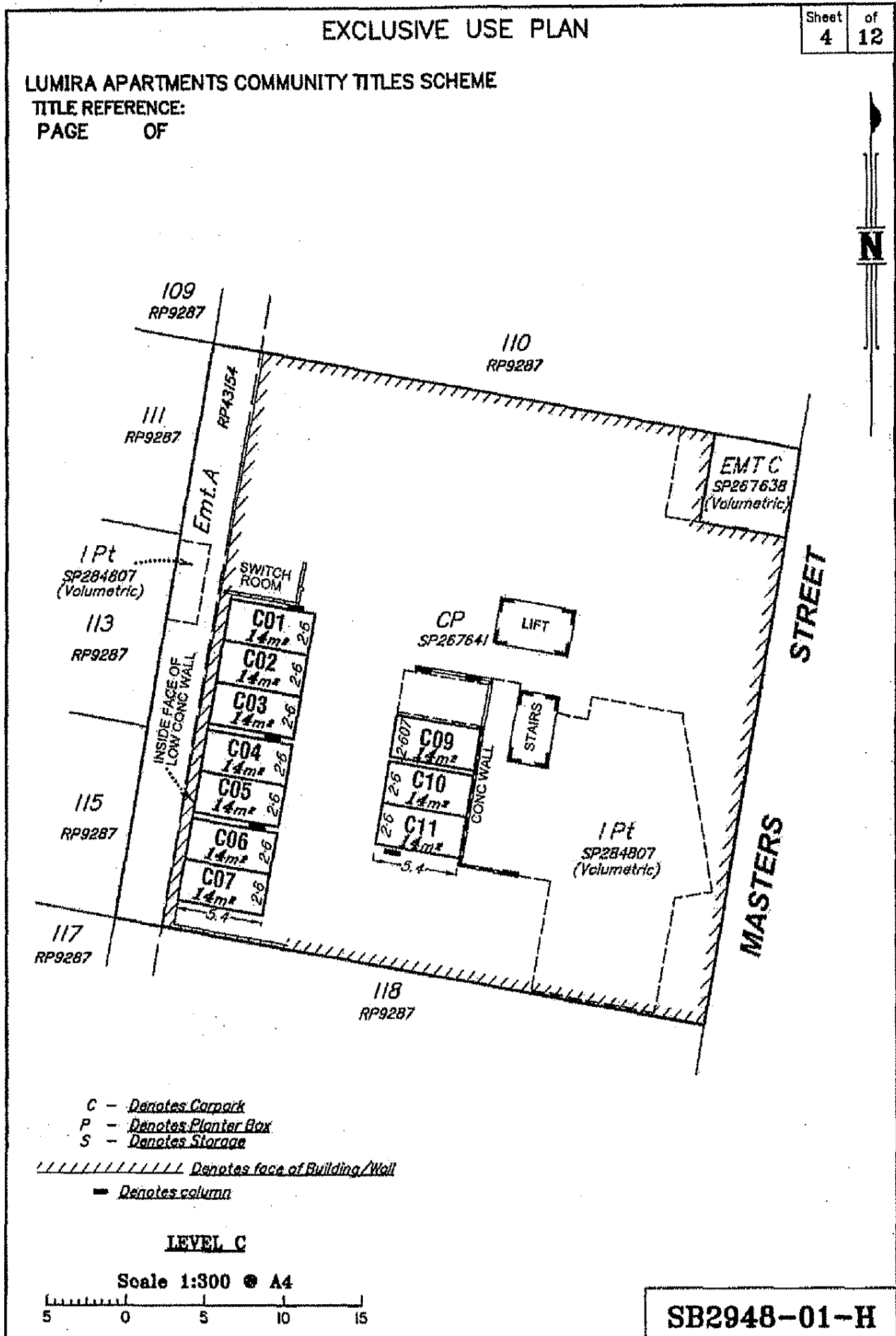
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Lumira Apartments CTS 48316



Lumira Apartments CTS 48316

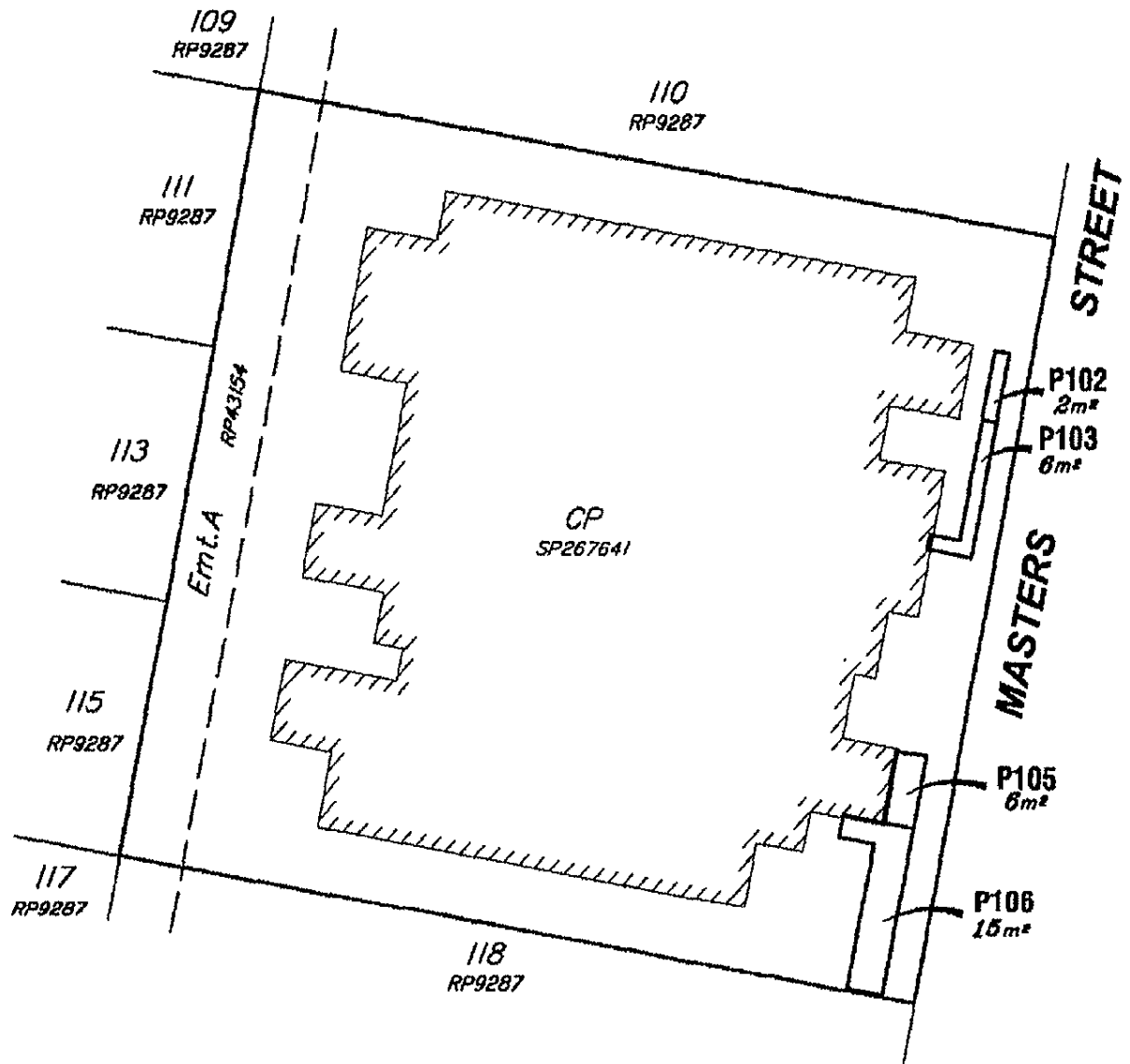
EXCLUSIVE USE PLAN

Sheet 5 of 12

LUMIRA APARTMENTS COMMUNITY TITLES SCHEME

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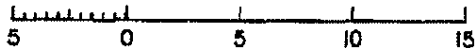
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- P - Denotes Planter Box
- S - Denotes Storage

////// Denotes face of Building/Wall

— Denotes column

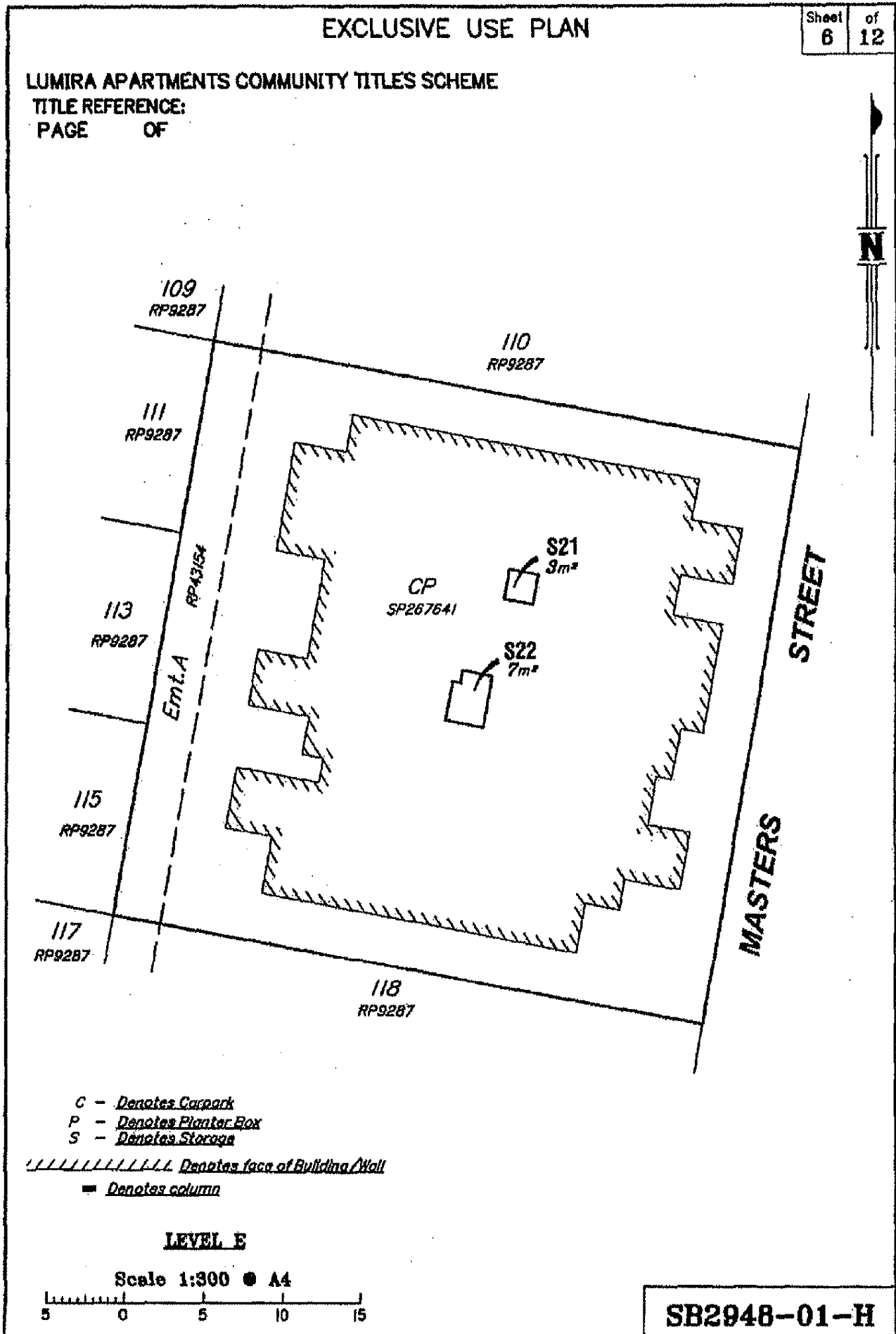
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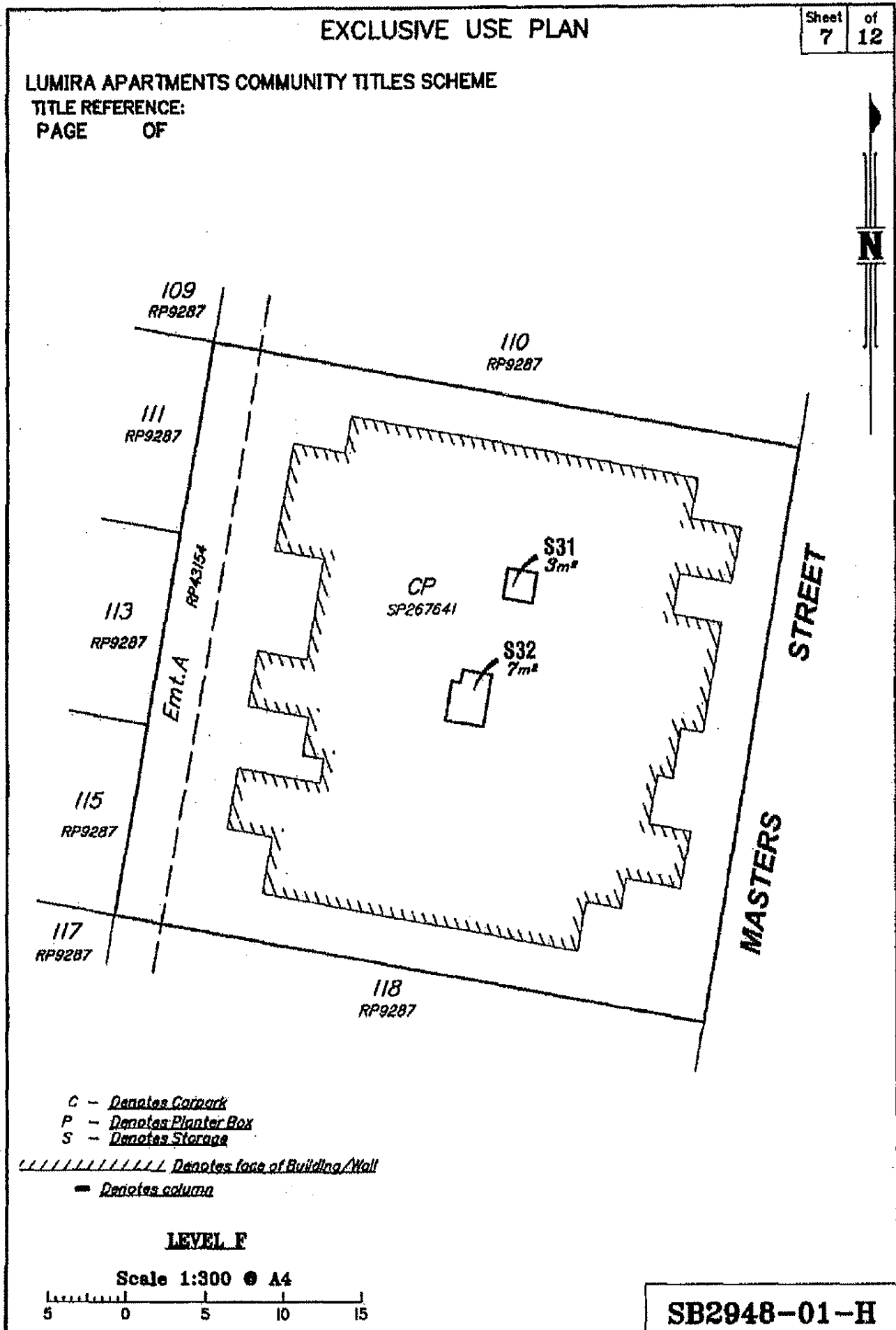


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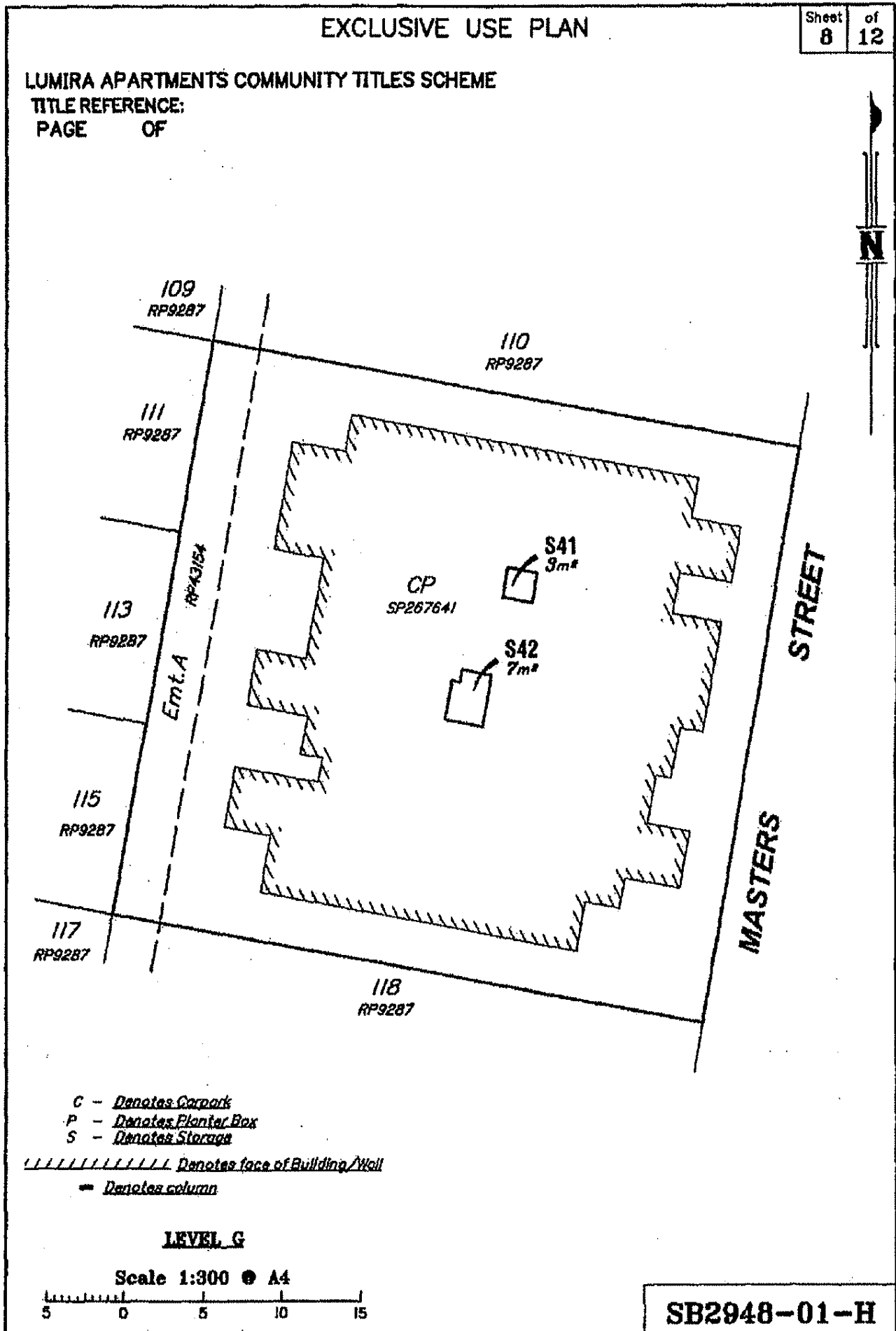
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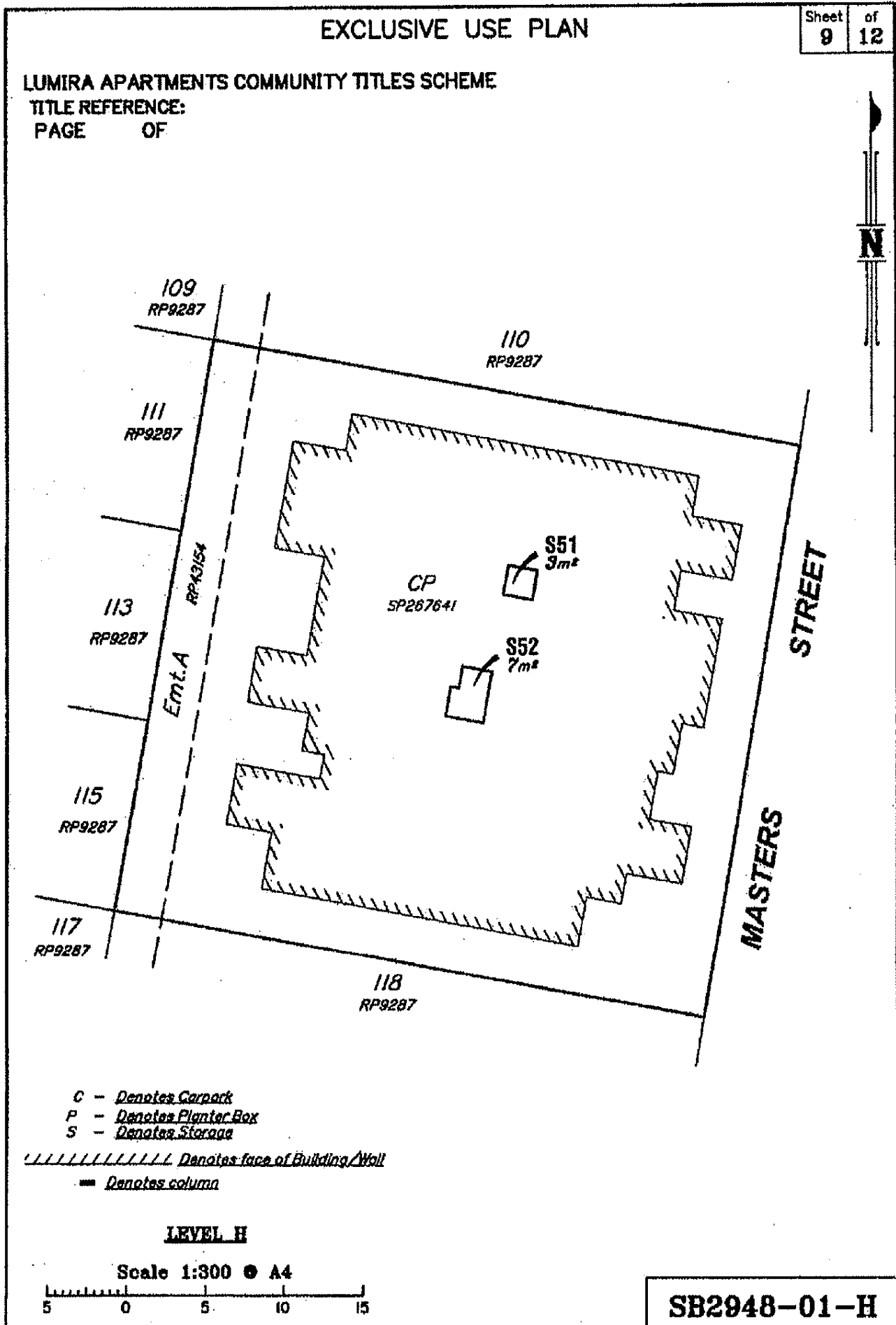
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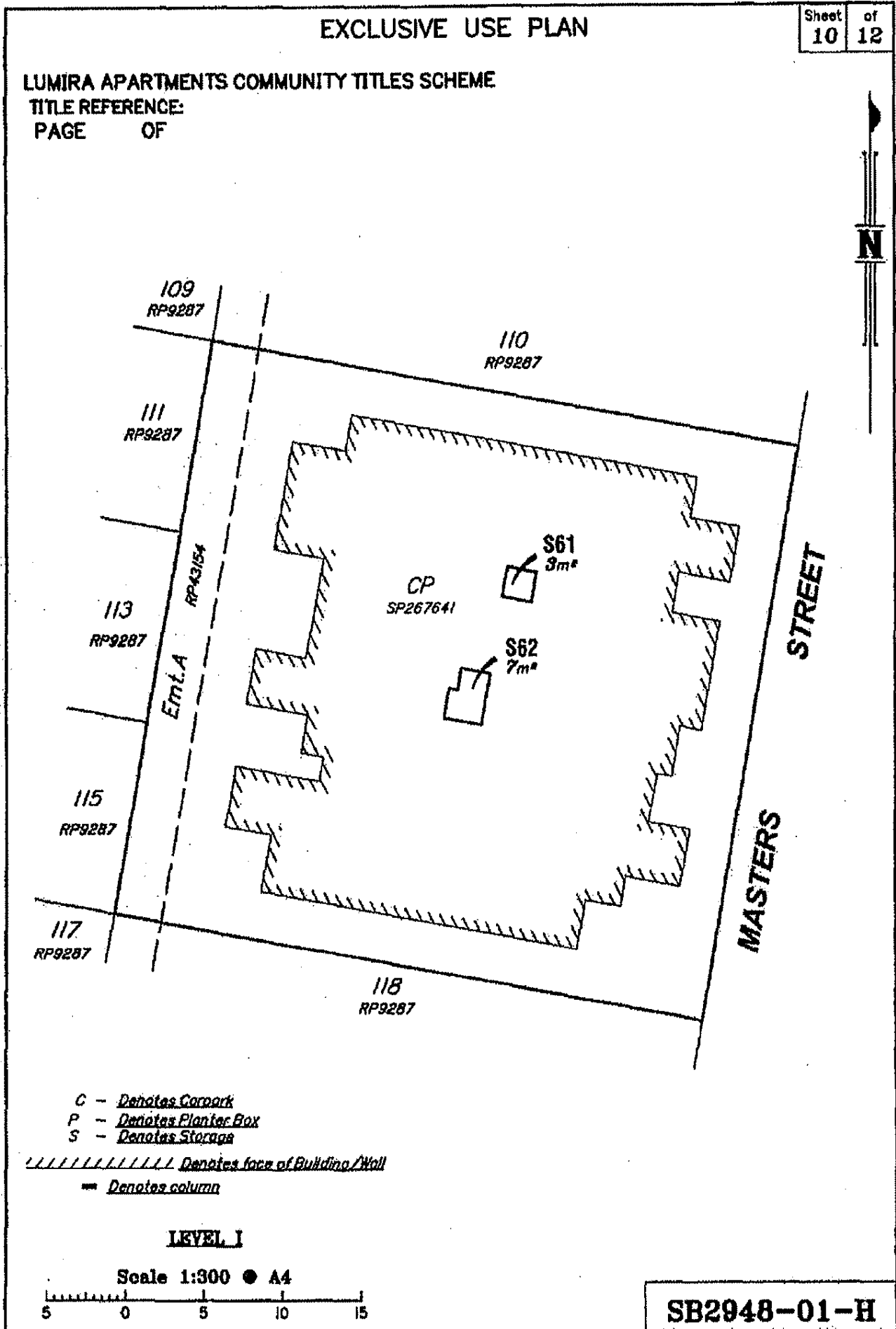
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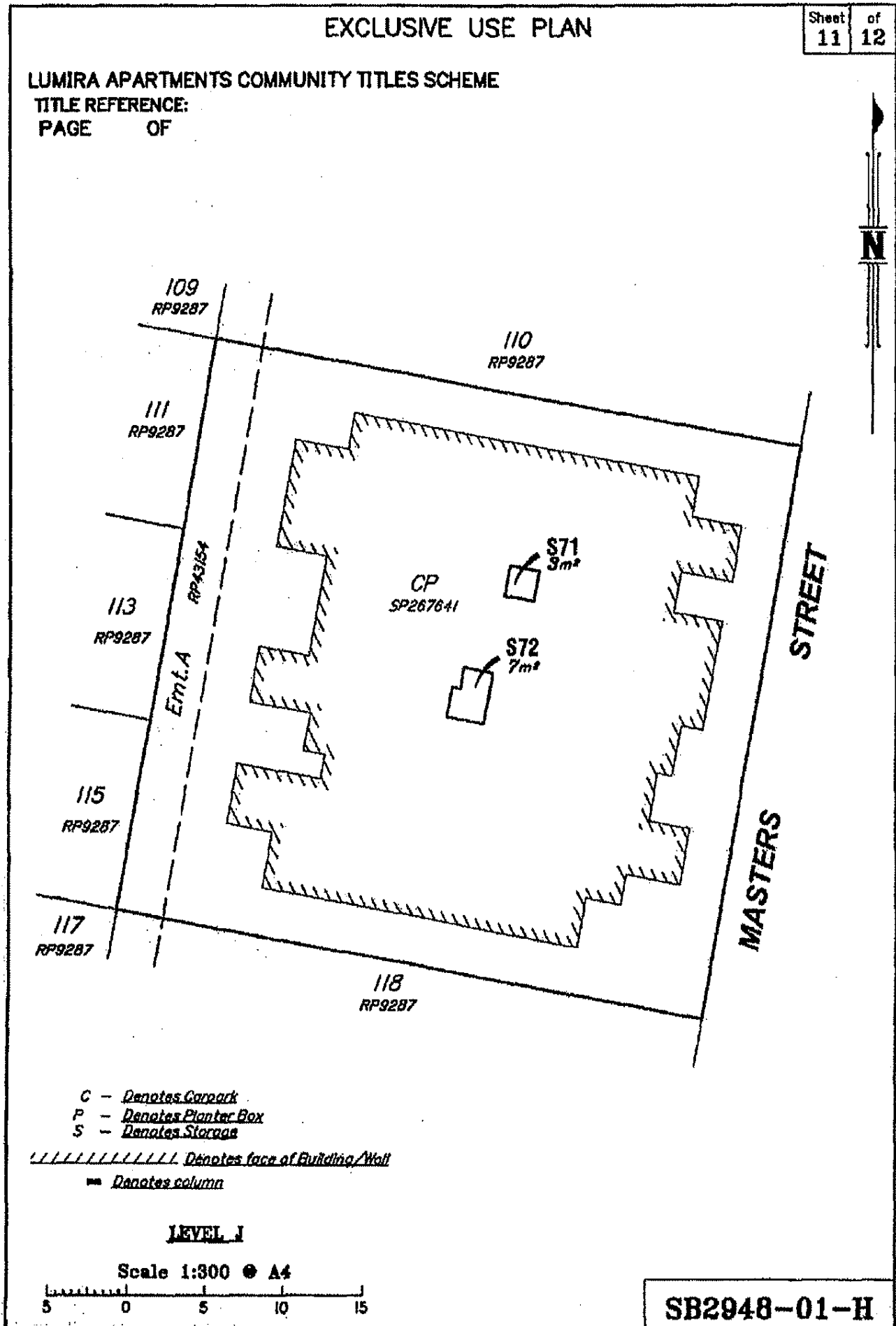
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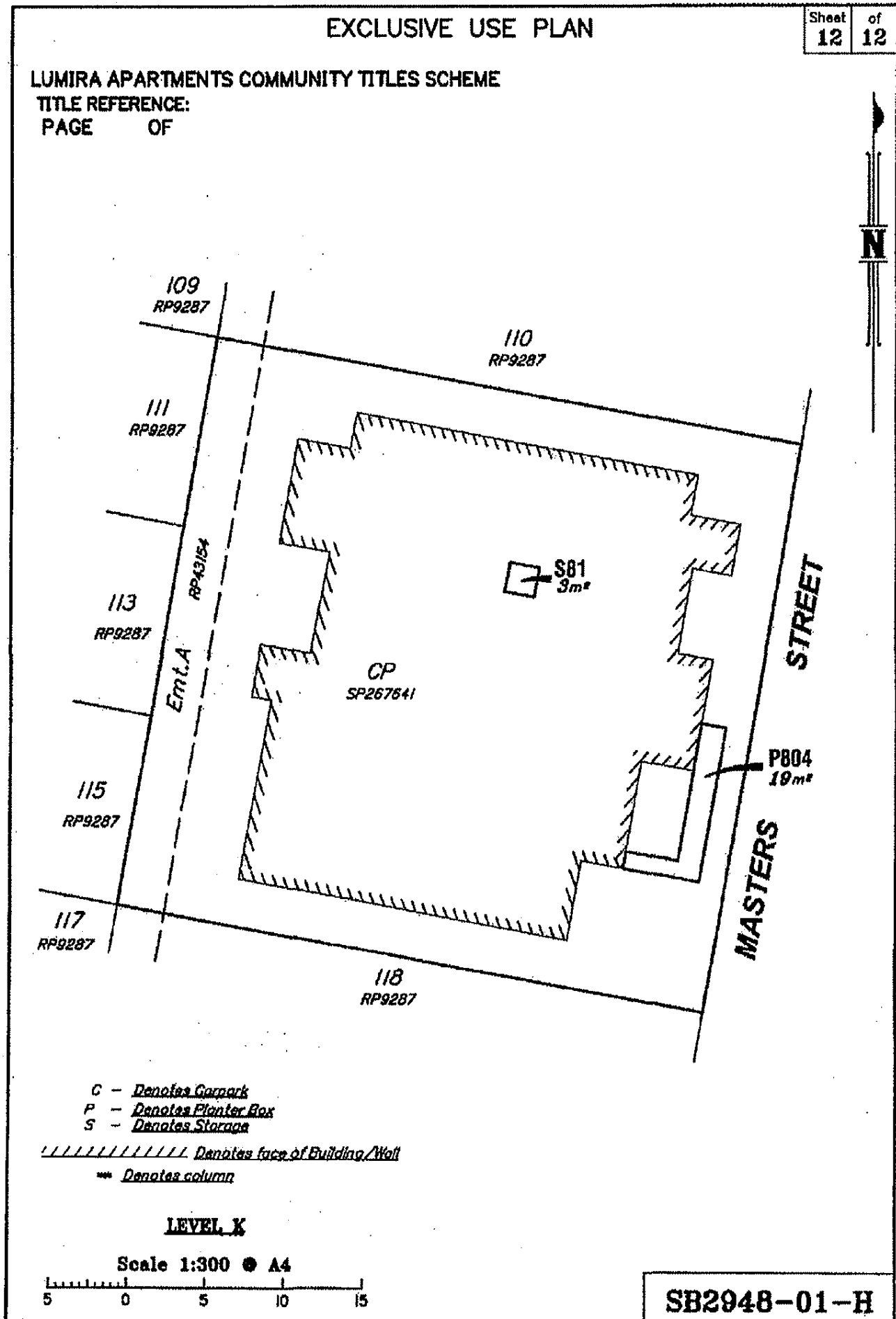
Lumira Apartments CTS 48316



Lumira Apartments CTS 48316



Lumira Apartments CTS 48316





Owner builder register

Lot/Plan number ▼

805

SP 267641



You can search by owner builder number, name, lot/plan number or address.

[Glossary of terms](#)

Sorry, no matching items found.

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Phone: 139 333

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support](#)[FAQ](#)[Maintenance](#)

Cultural acknowledgement

We pay our respects to the Aboriginal and Torres Strait Islander ancestors of this land, their spirits and their legacy. The foundations laid by these ancestors — our First Nations peoples — give strength, inspiration and courage to current and future generations towards creating a better Queensland.

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Queensland Government