



## *Form 2 Seller Disclosure Statement*

[disclosures@conveyancinggroup.com.au](mailto:disclosures@conveyancinggroup.com.au)  
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# Seller disclosure statement



Queensland  
Government

Property Law Act 2023 section 99

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

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

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

## This statement does not include information about:

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

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

## Part 1 – Seller and property details

Seller	MC Property QLD Pty Ltd ACN 678 965 270
Property address (referred to as the “property” in this statement)	Unit 10912, 8 Harbour Road, Hamilton QLD 4007
Lot on plan description	LOT 10912 on SP 224043

Community titles scheme or BUGTA scheme:	Is the property part of a community titles scheme or a BUGTA scheme:	
	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	<i>If <b>Yes</b>, refer to Part 6 of this statement for additional information</i>	<i>If <b>No</b>, 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

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

<b>Registered encumbrances</b>	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
<b>Unregistered encumbrances (excluding statutory encumbrances)</b>	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> to affect the property after <b>settlement</b>.</p> <p><b>Note</b>—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> <li>» the start and end day of the term of the lease: <input type="text" value="Insert date range"/></li> <li>» the amount of rent and bond payable: <input type="text" value="Insert amount of rent and bond"/></li> <li>» whether the lease has an option to renew: <input type="text" value="Insert option to renew information"/></li> </ul> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in <input type="checkbox"/> <b>Yes</b> writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any.</p> <p><b>Unregistered oral agreement (if applicable)</b></p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property</p> </div>
<b>Statutory encumbrances</b>	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; padding: 5px;"> <p>BUILDING MANAGEMENT STATEMENT No 714066856 16/09/2011 at 15:50 benefiting and burdening the lot</p> <p>AMENDMENT No 718395919 14/11/2017 at 13:00 BUILDING MANAGEMENT STATEMENT: 714066856</p> </div>
<b>Residential tenancy or rooming accommodation agreement</b>	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p>If <b>Yes</b>, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> <input type="text"/></p> <p><b>Note</b>—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

## Part 3 – Land use, planning and environment

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

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

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

## Part 5 – Rates and services

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

### Rates

#### Whichever of the following applies—

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

Amount:

Date Range:

OR

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

OR

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

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

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

### Water

#### Whichever of the following applies—

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

Amount:

Date Range:

OR

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

Amount:

Date Range:

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

## Part 6 – Community titles schemes and BUGTA schemes

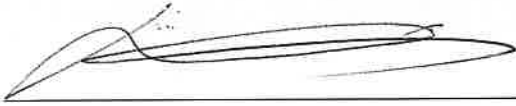
(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

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

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

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

## Signatures – SELLER



Signature of seller

Signature of seller

Michael John Pollard

Name of seller

Name of seller

18.2.2026

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



Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

<b>Title Reference:</b> 50858981	<b>Search Date:</b> 18/02/2026 16:17
<b>Date Title Created:</b> 04/10/2011	<b>Request No:</b> 55111849
<b>Previous Title:</b> 50857835	

#### ESTATE AND LAND

Estate in Fee Simple

LOT 10912 SURVEY PLAN 224043  
Local Government: BRISBANE CITY  
COMMUNITY MANAGEMENT STATEMENT 42979

#### REGISTERED OWNER

Dealing No: 723804390 15/01/2025  
MC PROPERTY QLD PTY LTD A.C.N. 678 965 270

#### EASEMENTS, ENCUMBRANCES AND INTERESTS

- Rights and interests reserved to the Crown by  
Deed of Grant No. 11967051 (POR 313)  
Deed of Grant No. 16970138 (Lot 523 on CP SL1979)  
Deed of Grant No. 16970139 (Lot 599 on CP SL2212)  
Deed of Grant No. 40053262 (Lot 650 on CP SL2212)  
Deed of Grant No. 40055515 (Lot 1 on SP 206759)
- BUILDING MANAGEMENT STATEMENT No 714066856 16/09/2011 at 15:50  
benefiting and burdening the lot
- AMENDMENT No 718395919 14/11/2017 at 13:00  
BUILDING MANAGEMENT STATEMENT: 714066856

#### ADMINISTRATIVE ADVICES

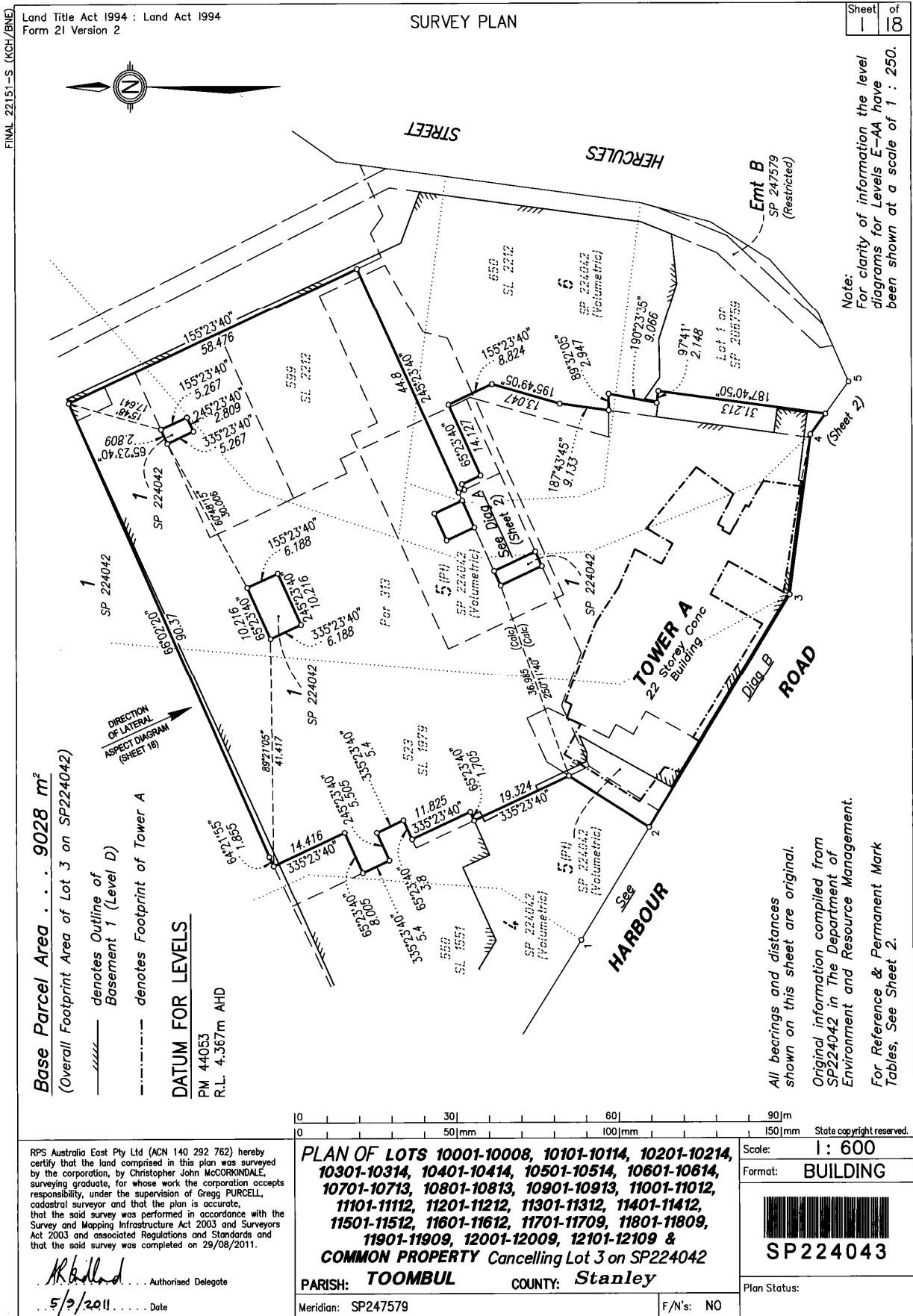
NIL

#### 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 2

**SURVEY PLAN**

Sheet of  
 1 18

FINAL 22151-S (KCH/BNE)



Note:  
 For clarity of information the level diagrams for Levels E-AA have been shown at a scale of 1 : 250.

All bearings and distances shown on this sheet are original.  
 Original information compiled from SP224042 in The Department of Environment and Resource Management.  
 For Reference & Permanent Mark Tables, See Sheet 2.

RPS Australia East Pty Ltd (ACN 140 292 762) hereby certify that the land comprised in this plan was surveyed by the corporation, by Christopher John McCORKINDALE, surveying graduate, for whose work the corporation accepts responsibility, under the supervision of Gregg PURCELL, 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 Surveys Act 2003 and associated Regulations and Standards and that the said survey was completed on 29/08/2011.

*R. Kellard* . . . . . Authorized Delegate  
 . . . . . 5/9/2011 . . . . . Date





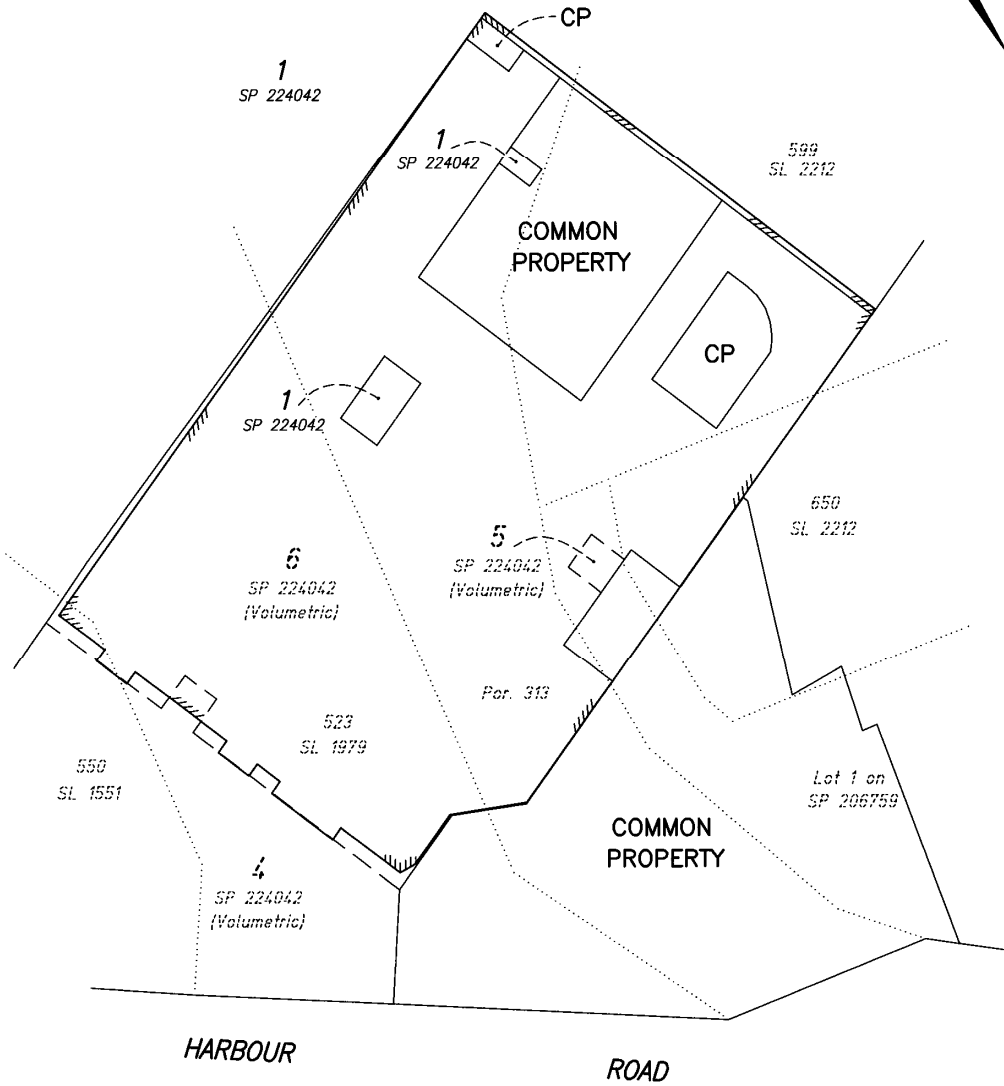
FINAL 22151-1 (KCH/BNE)

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

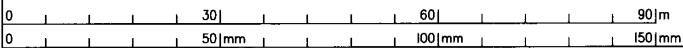
ADDITIONAL SHEET

Sheet 3 of 18

**LEVEL B**  
Scale 1 : 600



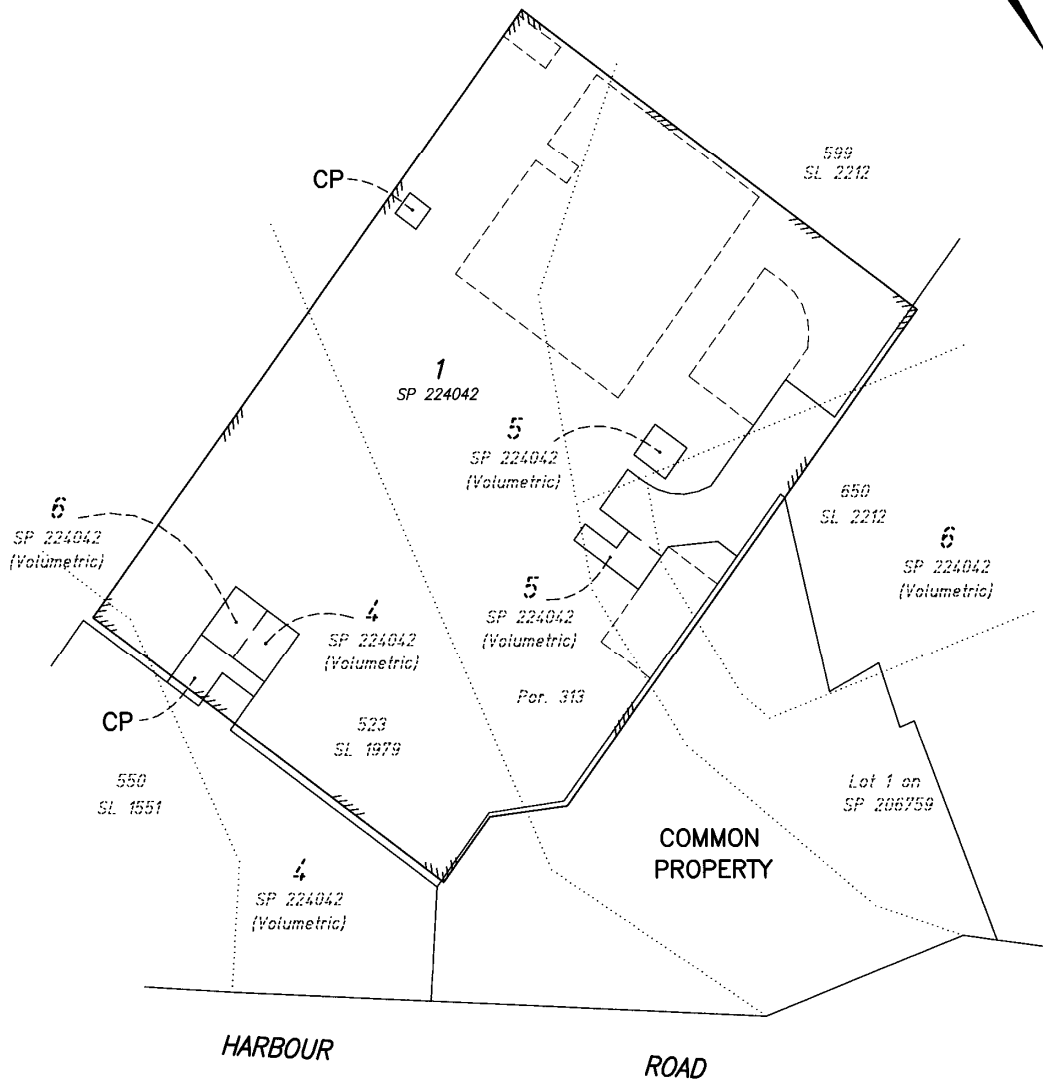
CP denotes Common Property  
 // denotes Outline of Basement



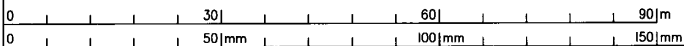
State copyright reserved.

Insert Plan Number **SP224043**

**LEVEL C**  
Scale 1 : 600



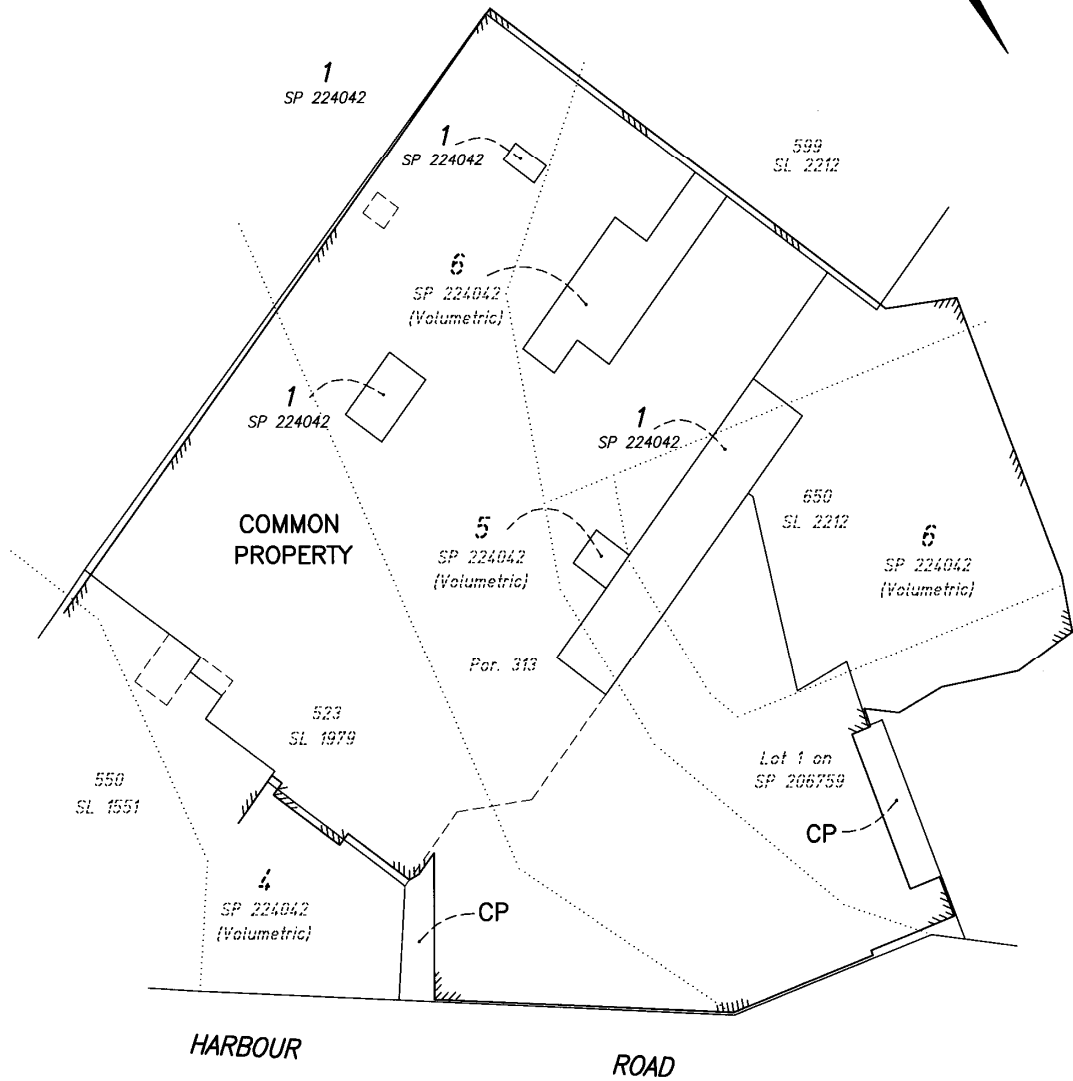
CP denotes Common Property  
 // denotes Outline of Basement  
 --- denotes Outline of Level Below



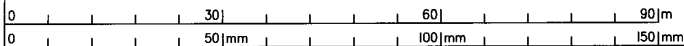
State copyright reserved.

Insert Plan Number **SP224043**

**LEVEL D**  
Scale 1 : 600



CP denotes Common Property  
 // denotes Outline of Basement  
 --- denotes Outline of Level Below

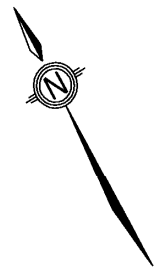
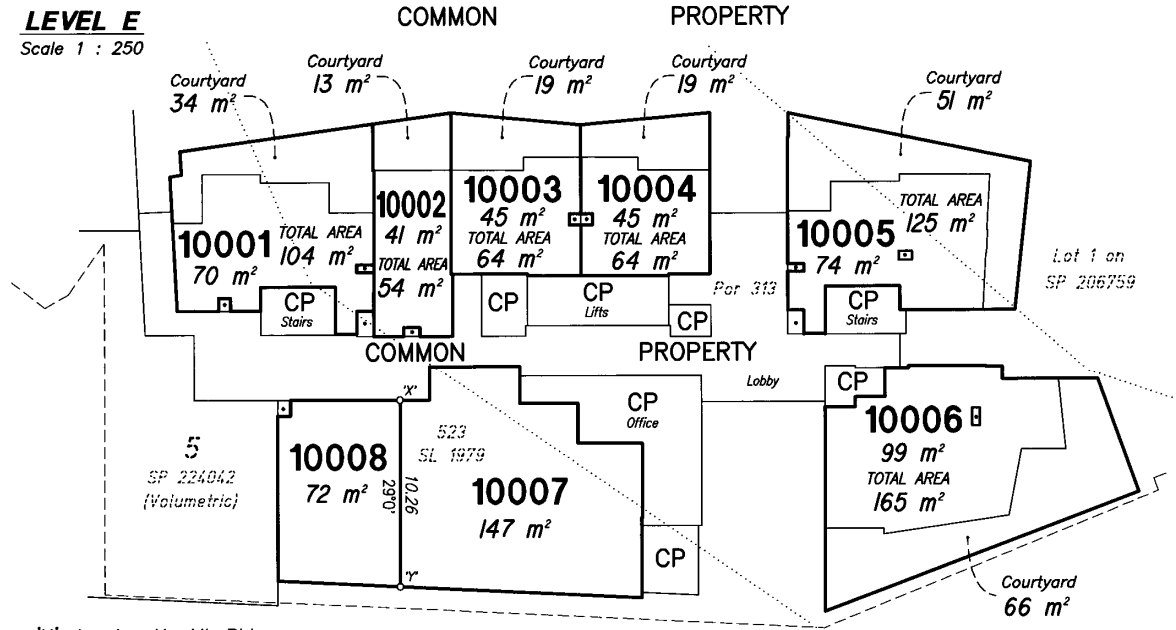


State copyright reserved.

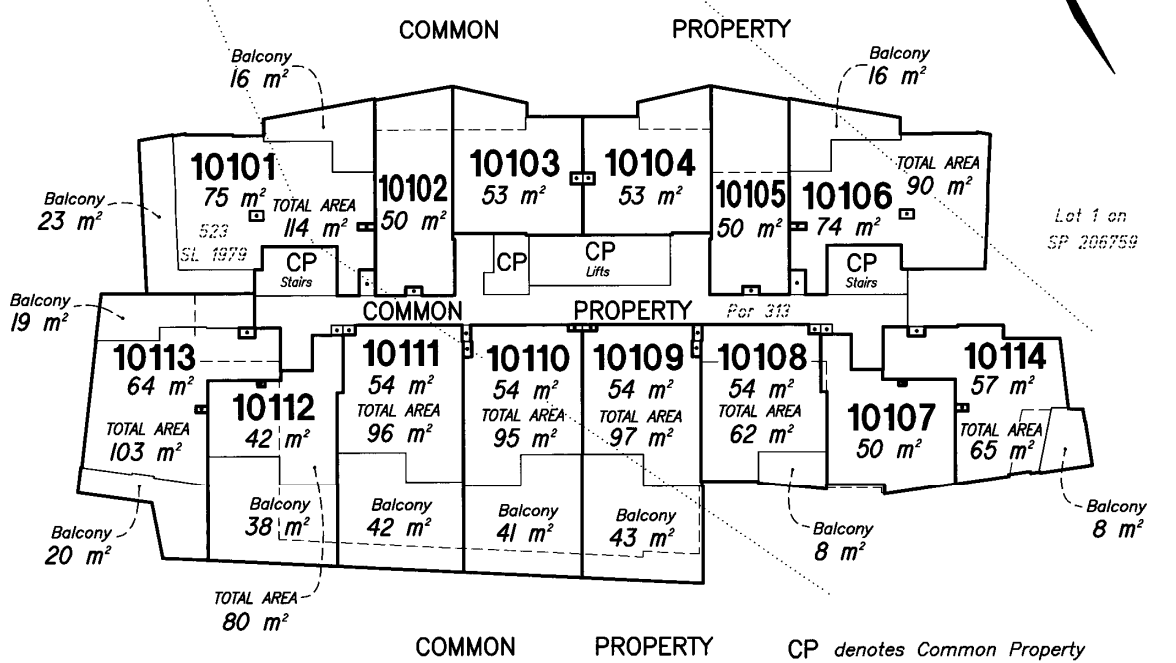
Insert Plan Number **SP224043**

FINAL 22151-1 (KCH/BNE)

**LEVEL E**  
Scale 1 : 250

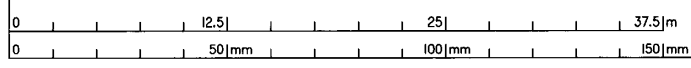


'X' denotes No Mk Pld (Inside Wall), Screw in S Face of Conc Blk Wall Pld 0.095S, SE Cor Conc Blk Walls 1.59E, 0.95S  
'Y' denotes Cen Face Conc Column 0.07N

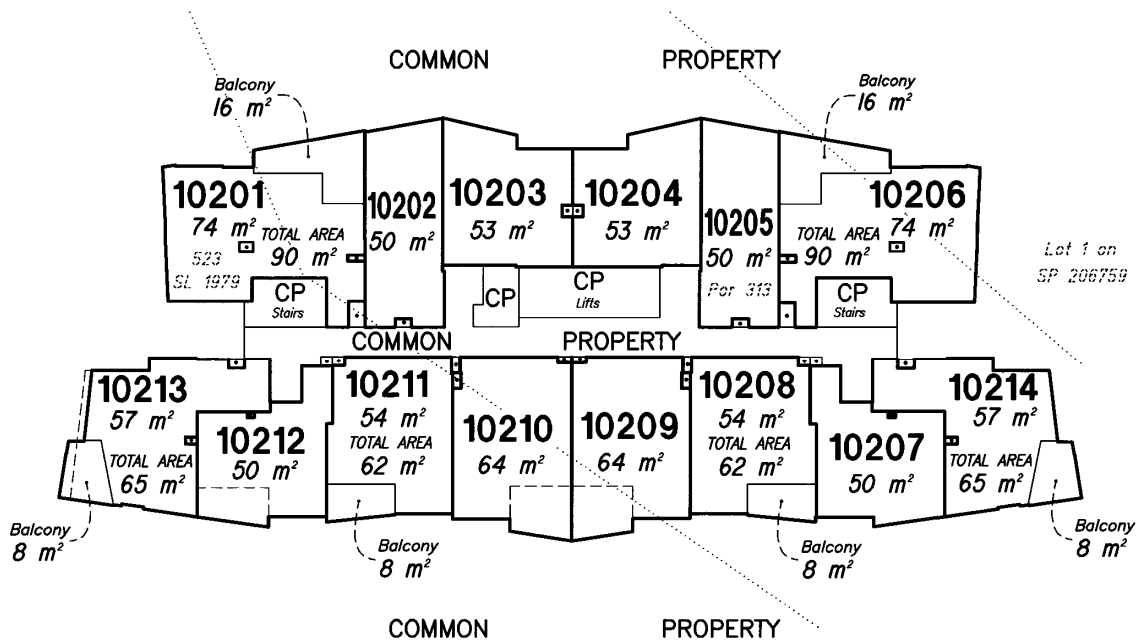


CP denotes Common Property  
 □ denotes Common Property (Duct)  
 --- denotes Outline of Level Below

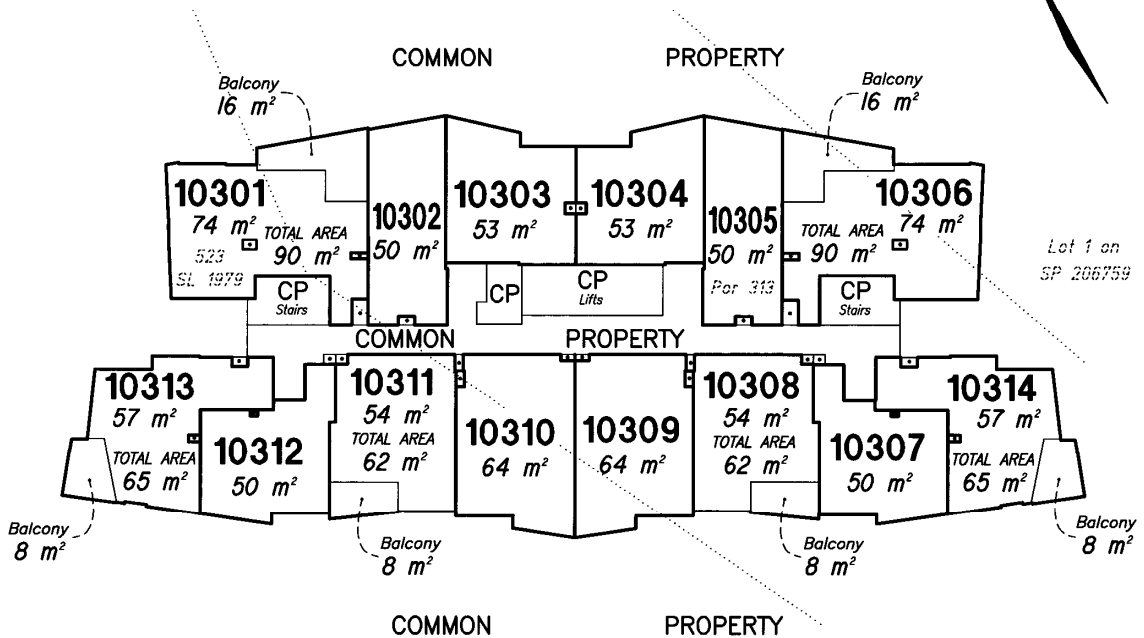
**LEVEL F**  
Scale 1 : 250





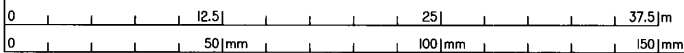


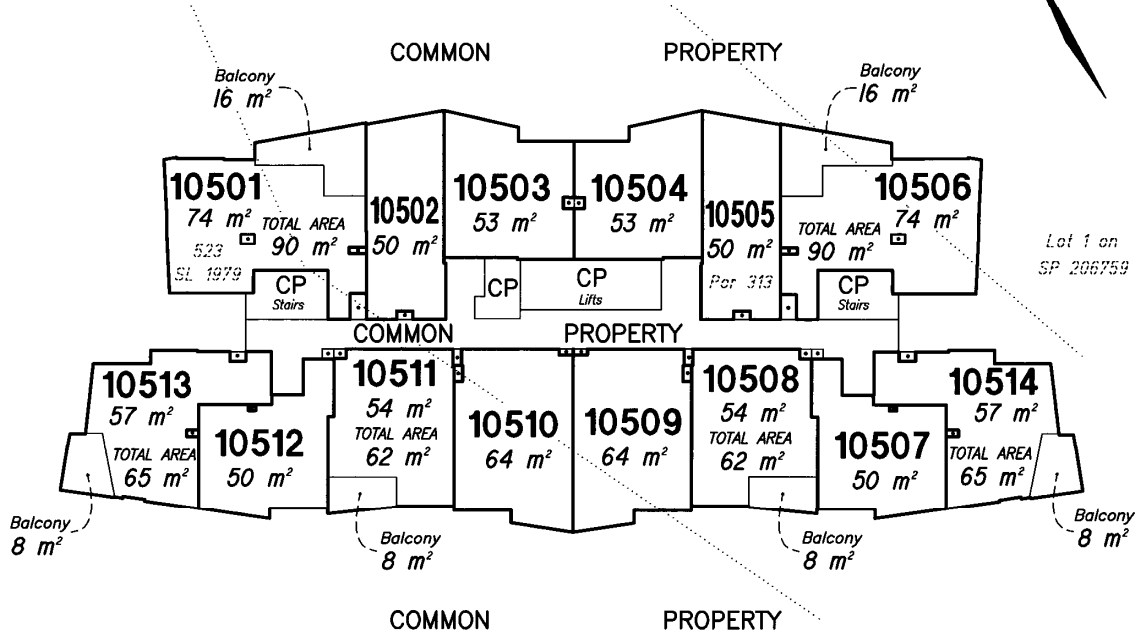
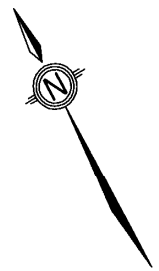
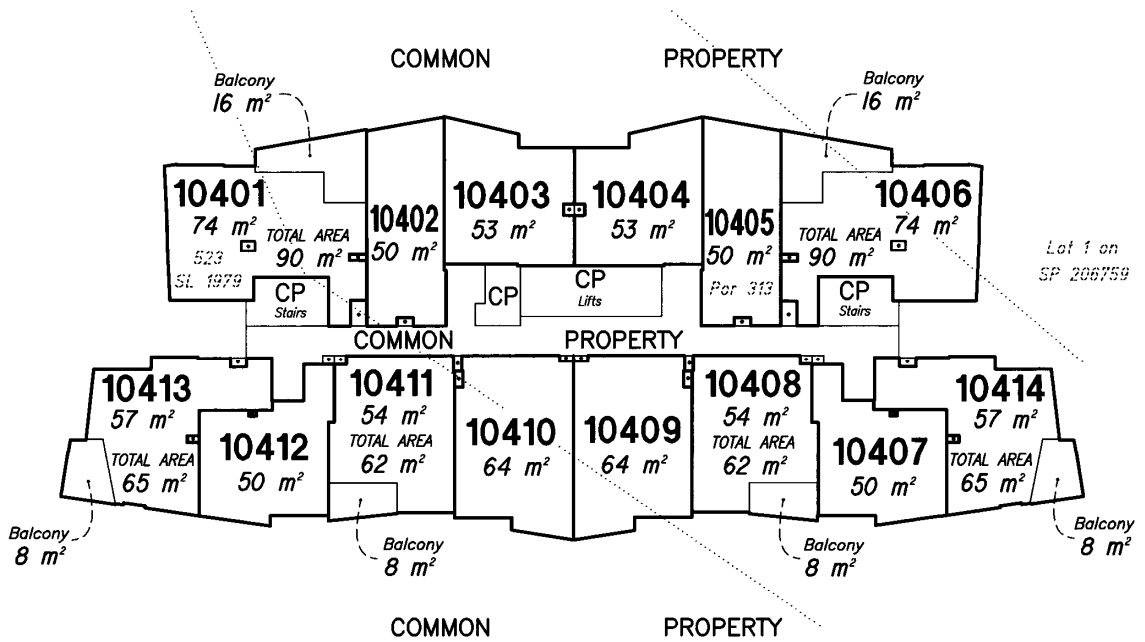
**LEVEL G**  
Scale 1 : 250



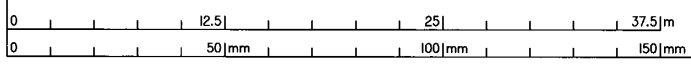
**LEVEL H**  
Scale 1 : 250

- CP denotes Common Property
- denotes Common Property (Duct)
- denotes Outline of Level Below

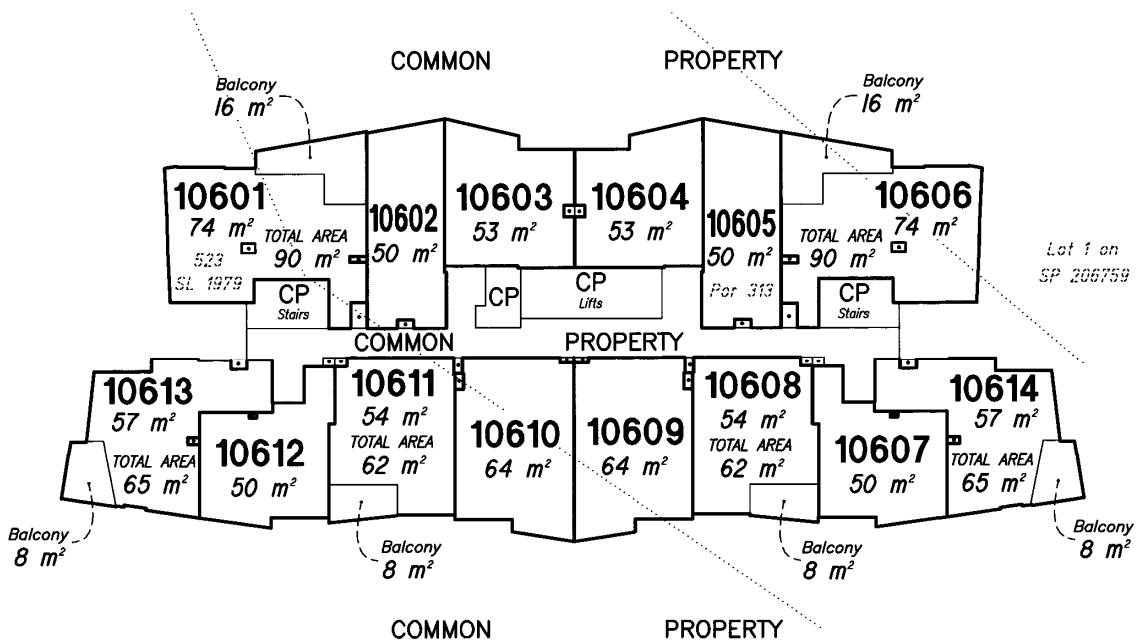




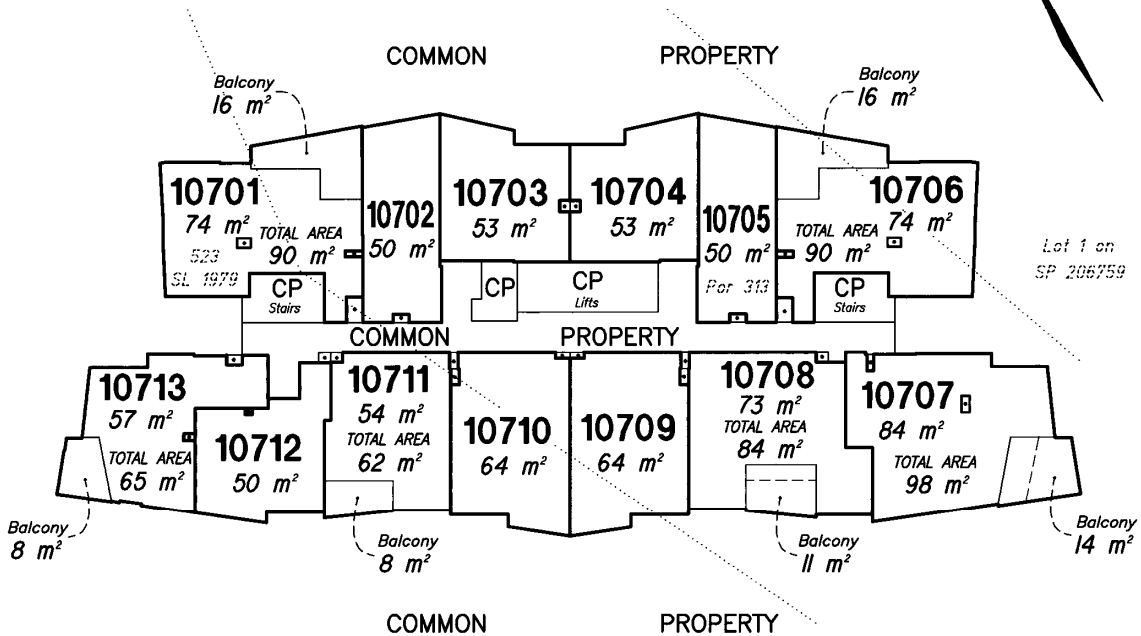
CP denotes Common Property  
 □ denotes Common Property (Duct)



State copyright reserved.  
 Insert Plan Number **SP224043**

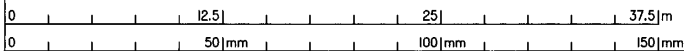


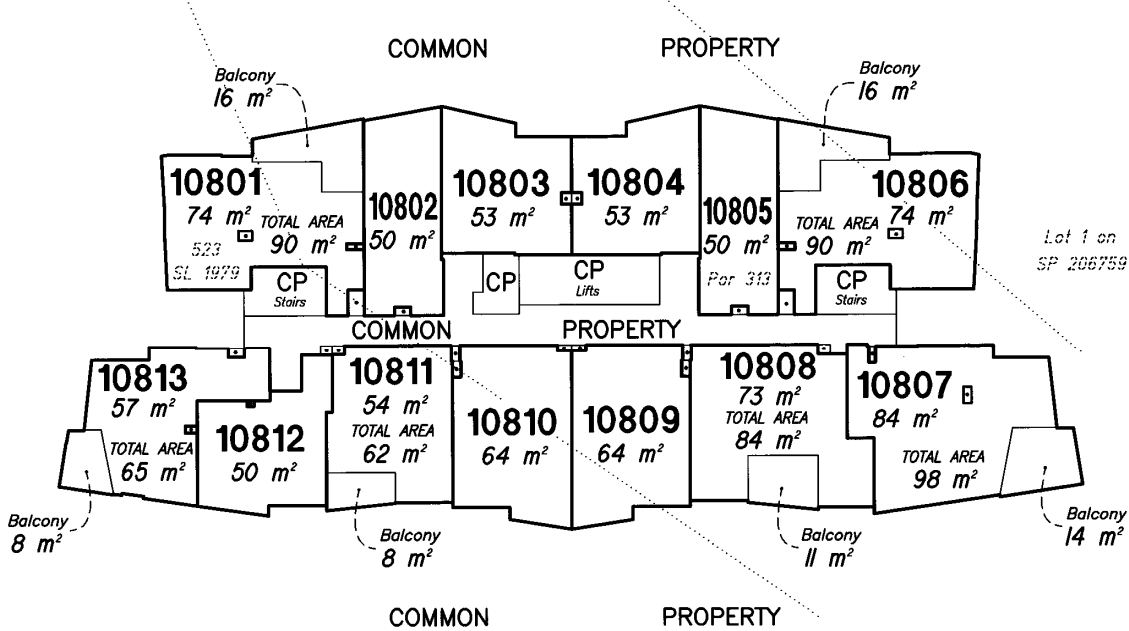
**LEVEL K**  
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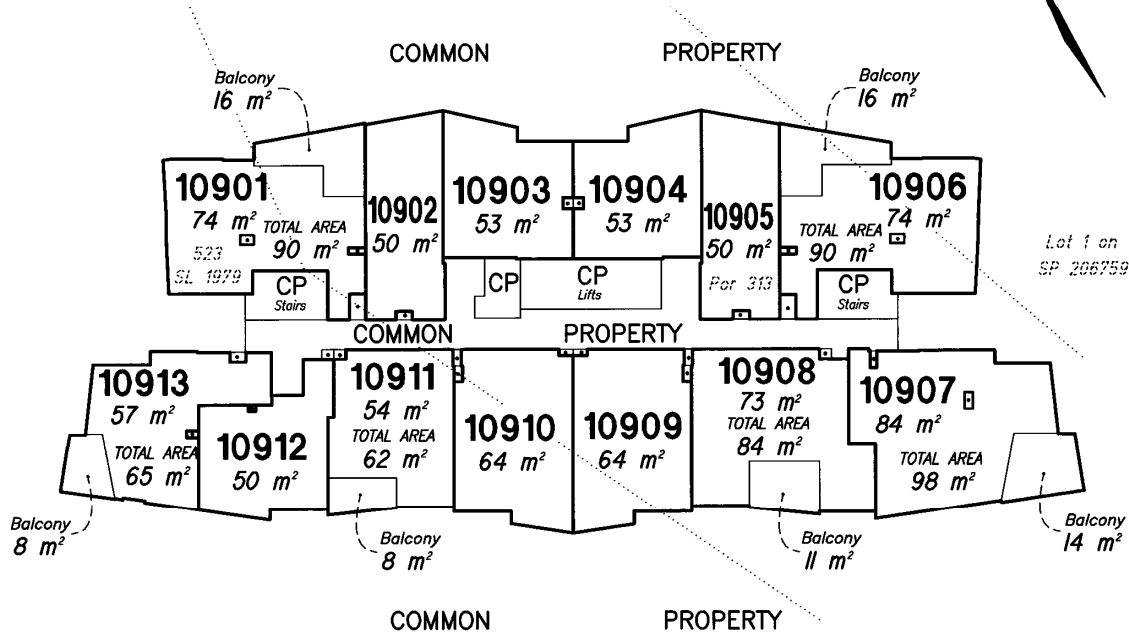
**LEVEL L**  
Scale 1 : 250

- CP denotes Common Property
- denotes Common Property (Duct)
- denotes Outline of Level Below





**LEVEL M**  
Scale 1 : 250

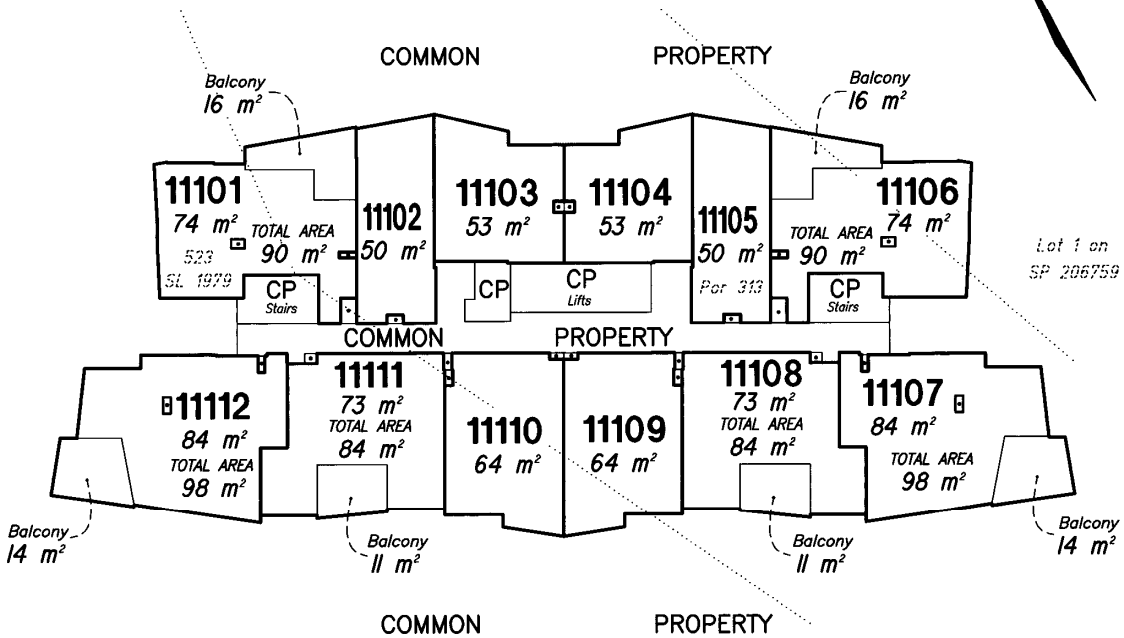
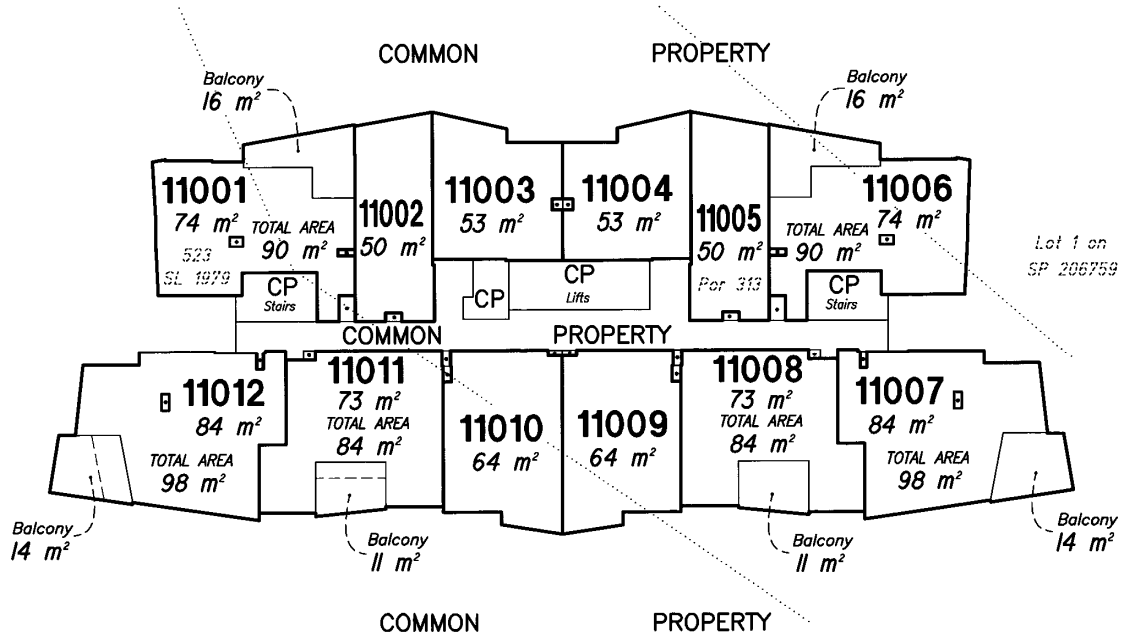


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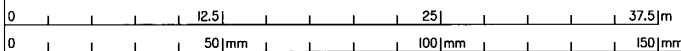
CP denotes Common Property  
□ denotes Common Property (Duct)



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Insert Plan Number **SP224043**

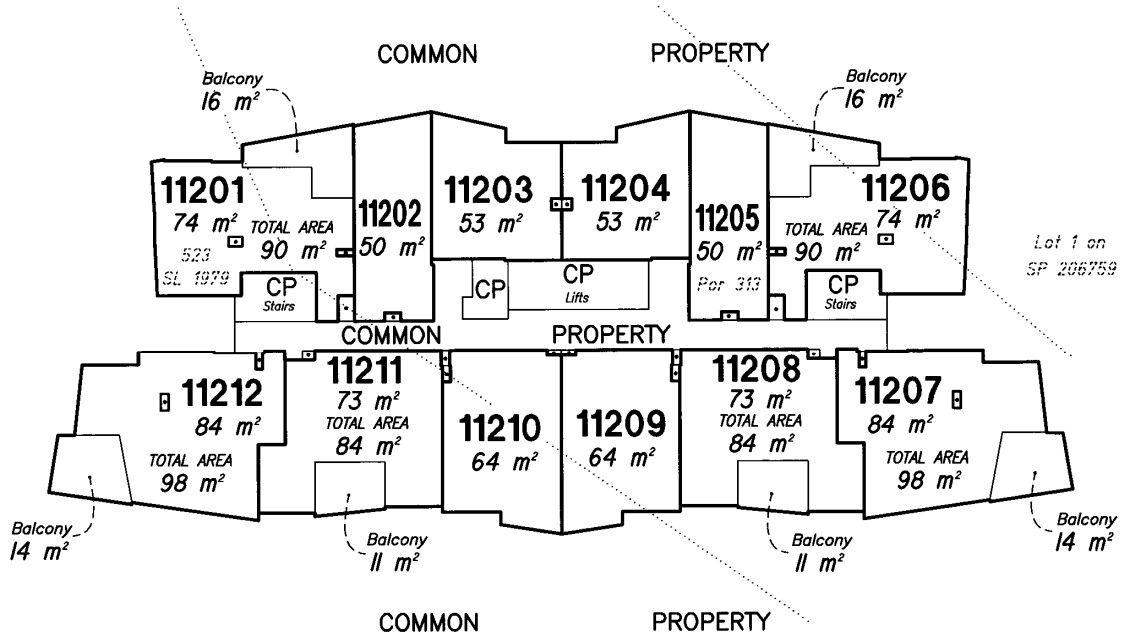


- CP denotes Common Property
- denotes Common Property (Duct)
- denotes Outline of Level Below

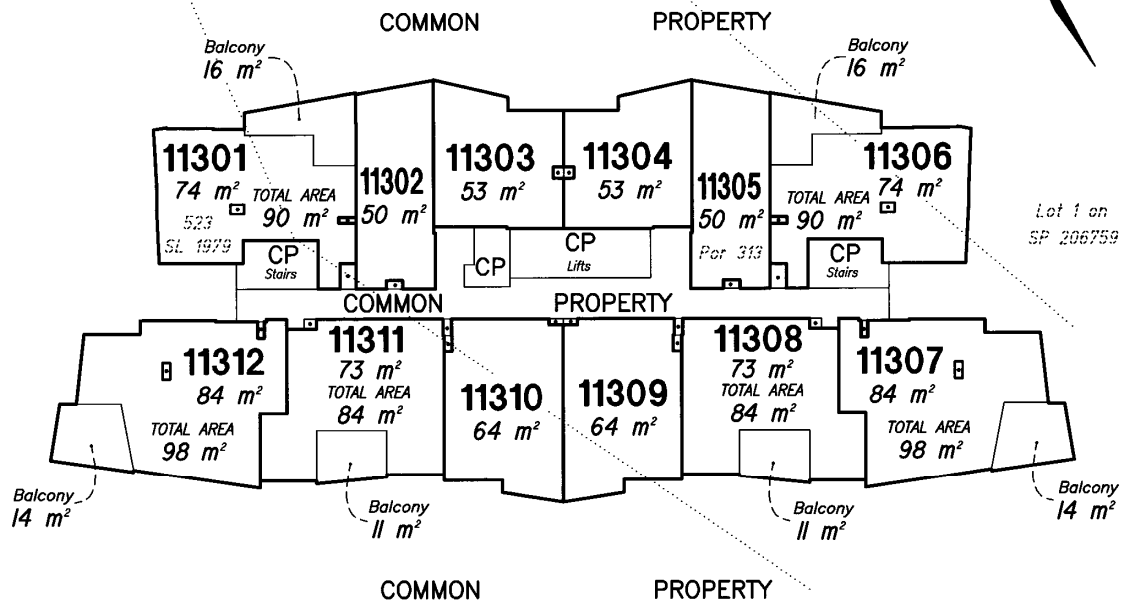
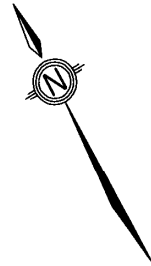


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Insert Plan Number **SP224043**

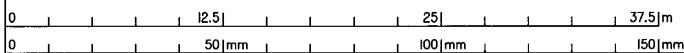


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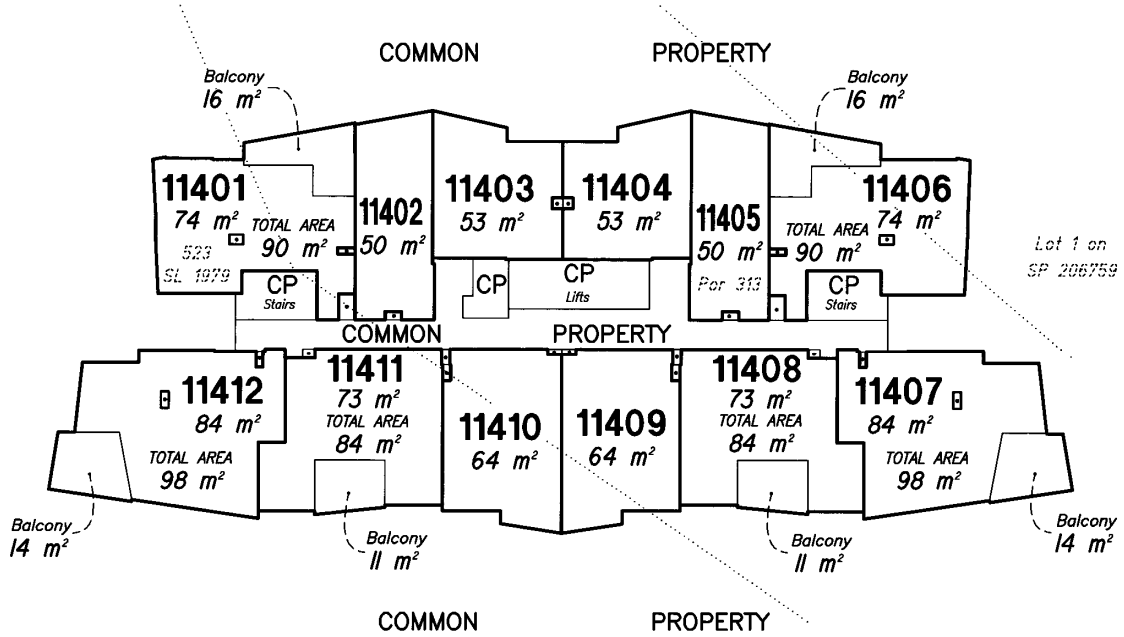
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CP denotes Common Property  
□ denotes Common Property (Duct)

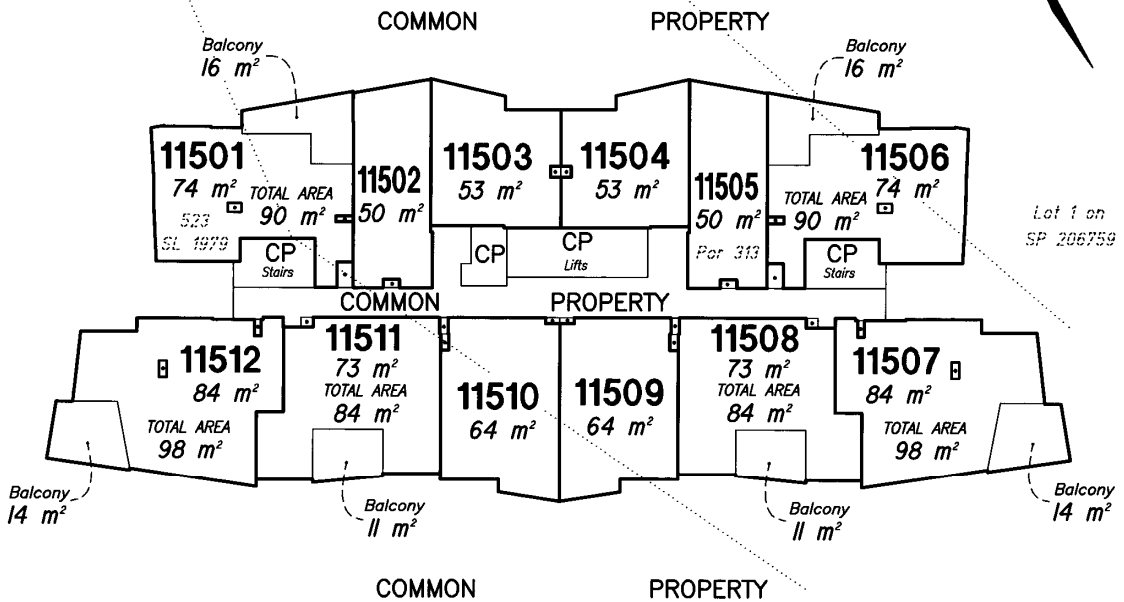


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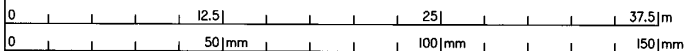


**LEVEL S**  
Scale 1 : 250



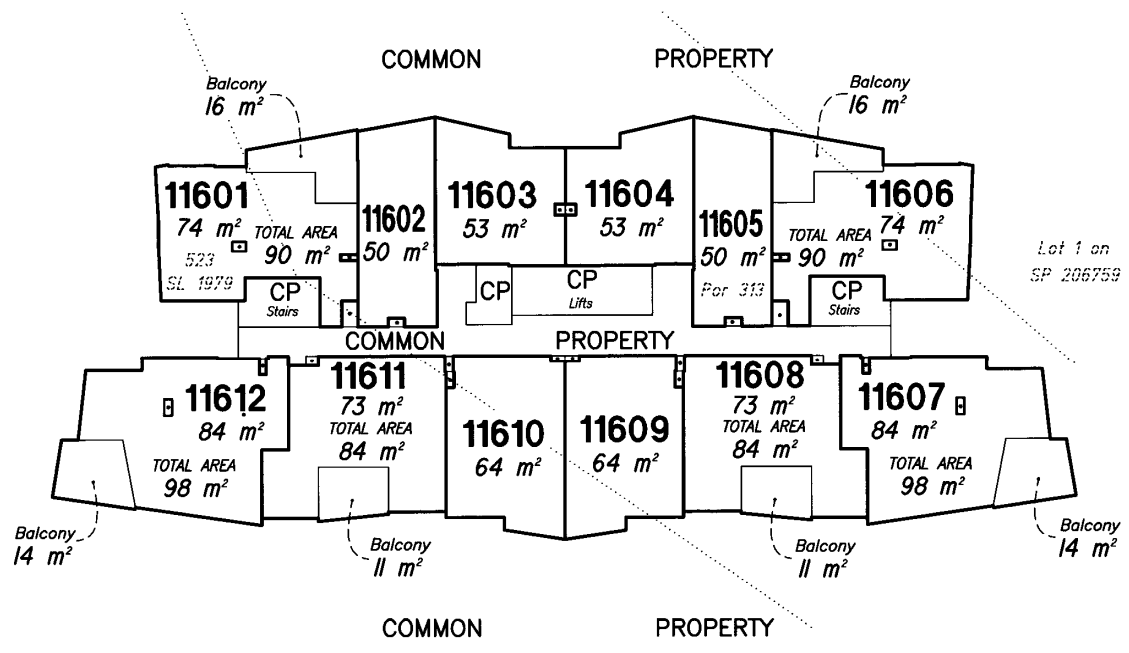
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CP denotes Common Property  
□ denotes Common Property (Duct)

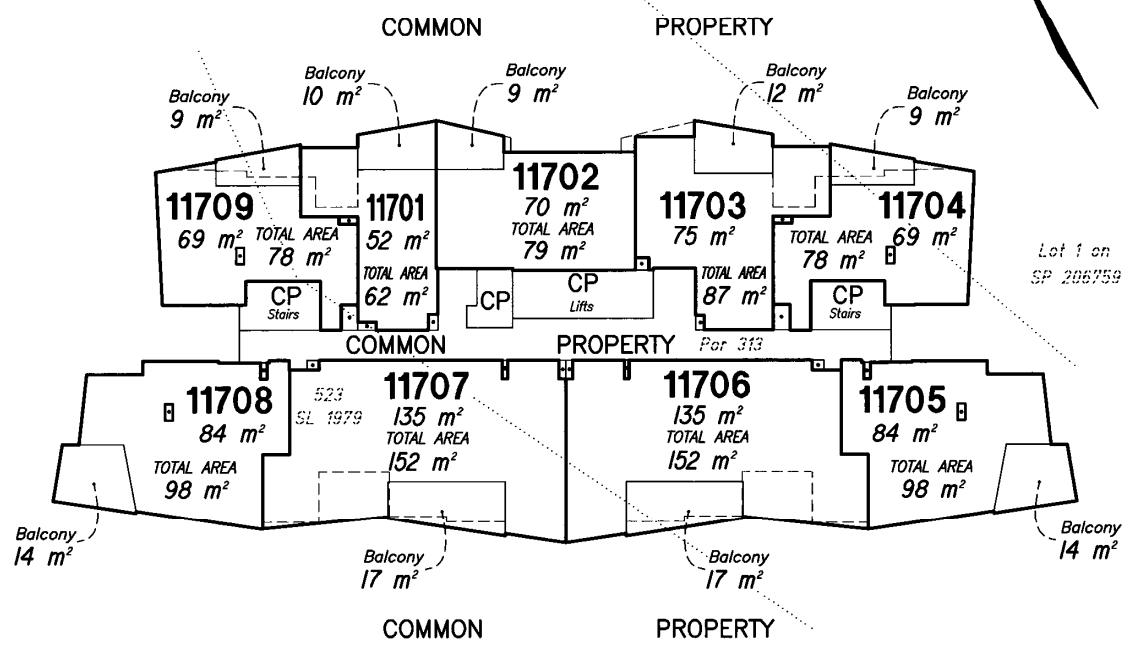
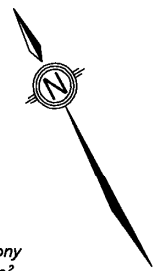


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FINAL 22151-1 (KCH/BNE)



**LEVEL U**  
Scale 1 : 250



**LEVEL V**  
Scale 1 : 250

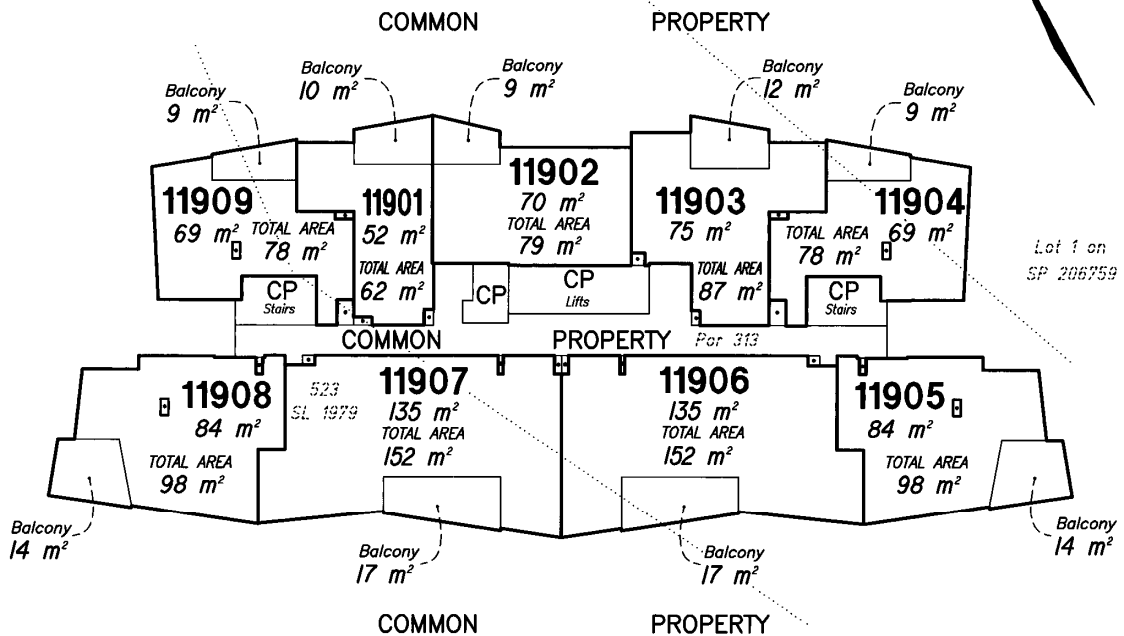
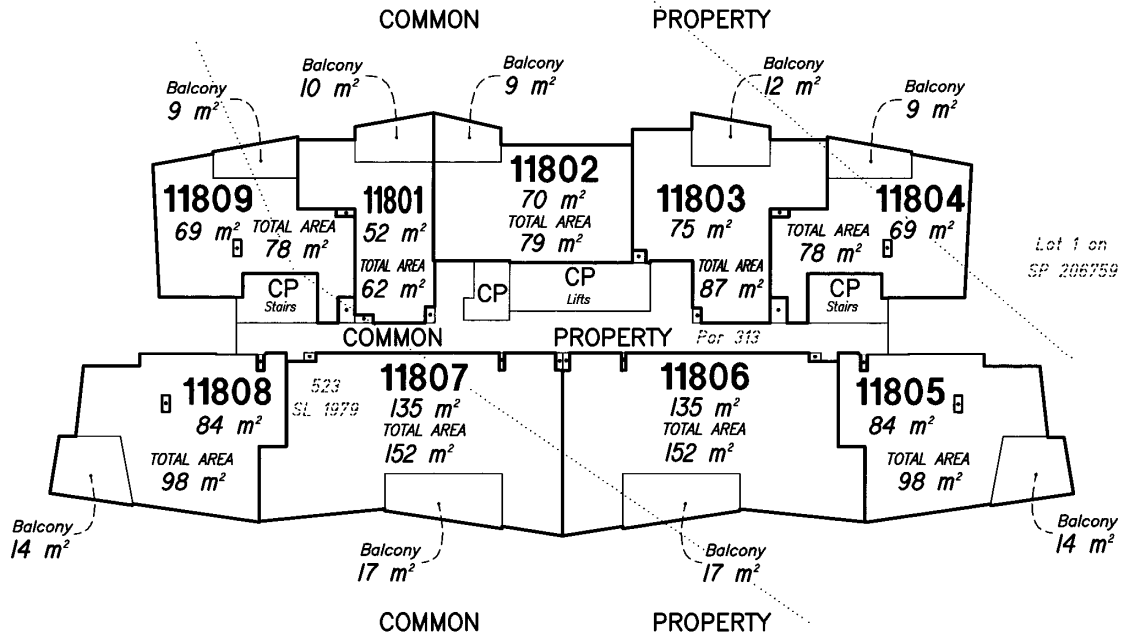
CP denotes Common Property  
 □ denotes Common Property (Duct)  
 --- denotes Outline of Level Below



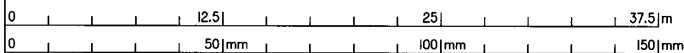
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Insert Plan Number **SP224043**





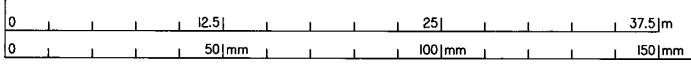
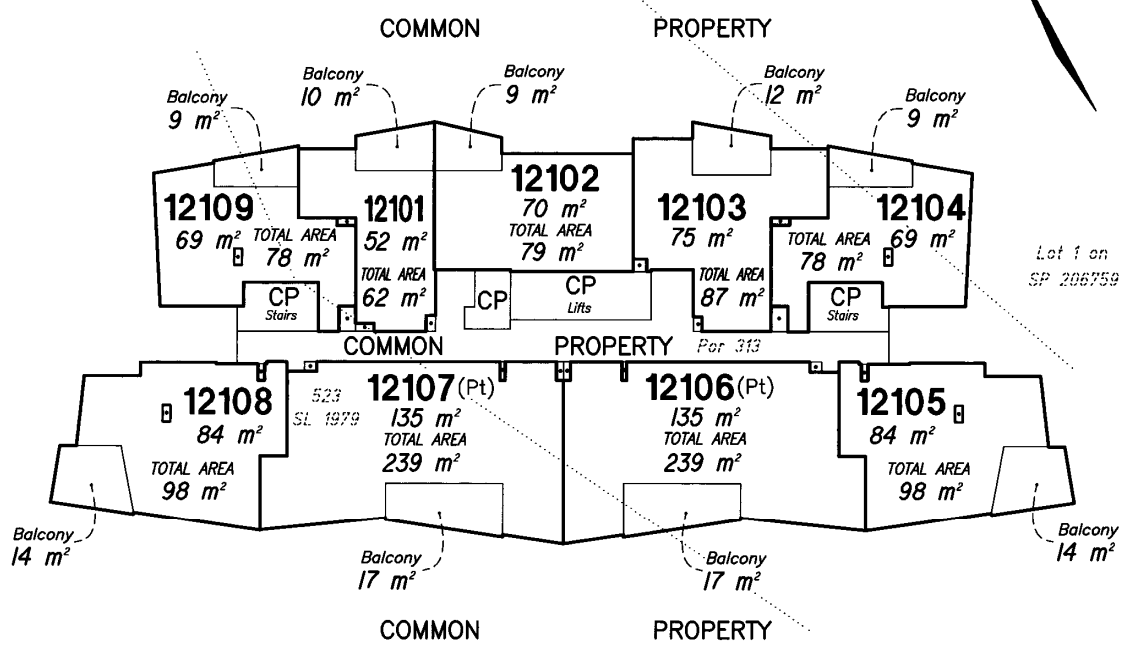
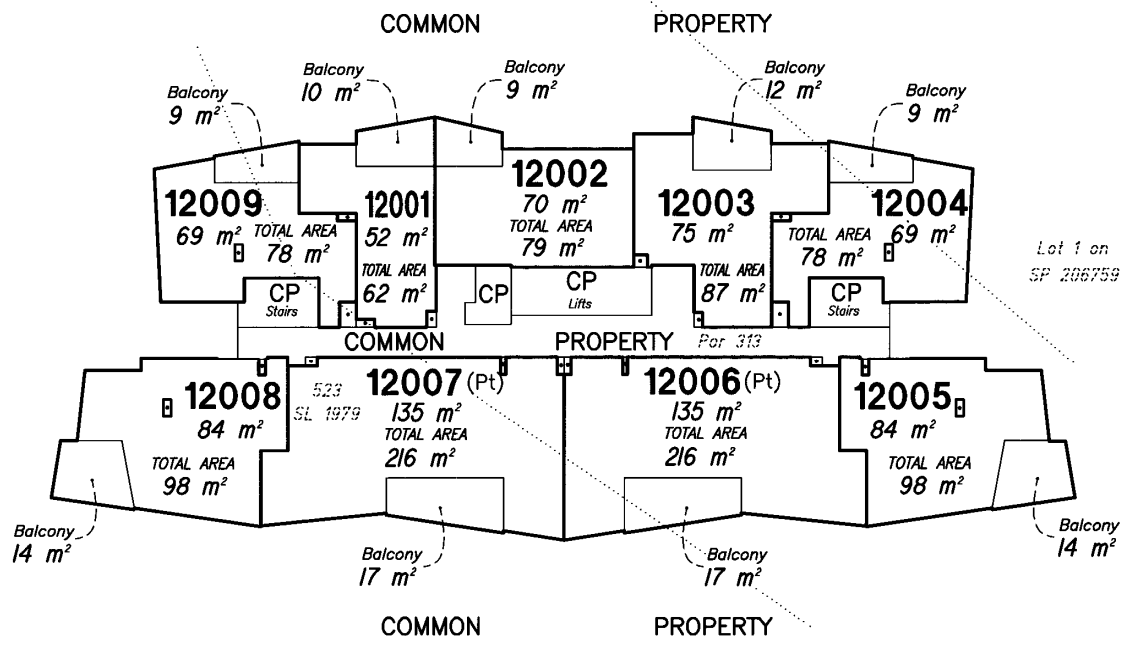
CP denotes Common Property  
 □ denotes Common Property (Duct)



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 Insert Plan Number **SP224043**

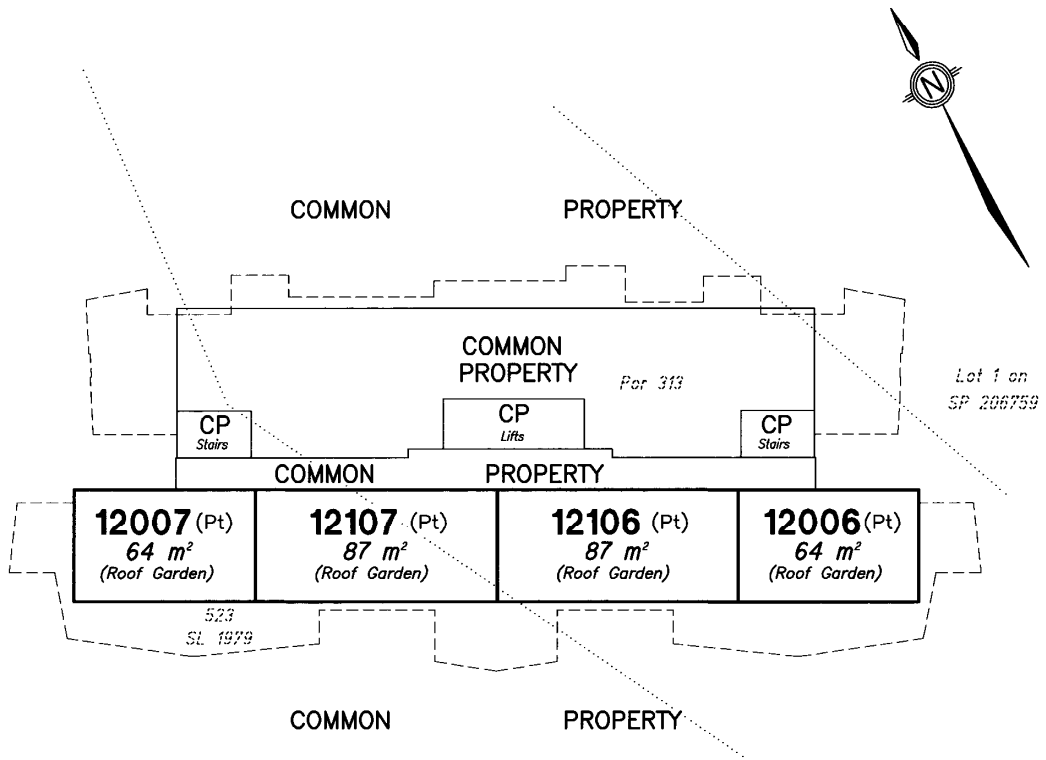
FINAL 22151-1 (KCH/BNE)

ADDITIONAL SHEET



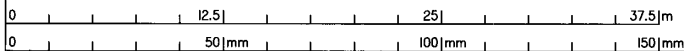
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Insert Plan Number **SP224043**



**LEVEL AA**  
Scale 1 : 250

CP denotes Common Property  
--- denotes Outline of Level Below



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Insert Plan Number **SP224043**



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

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

### The information in this certificate is issued on 19/02/2026

#### 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

Hamilton Harbour

CTS No. 42979

#### 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: **Peter Cassels**

Company: **Cassels Strata Management**

Phone: **07 3726 0050**

Email: **info@casselsstrata.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: **10912**

Plan type and number: **224043**

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](http://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](http://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](http://www.titlesqld.com.au). You should seek legal advice about the rights and obligations under the building management statement before signing the contract -for example, this can include costs the body corporate must pay in relation to shared areas and services.

## By-laws and exclusive use areas

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

### What by-laws apply?

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

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

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

### General by-laws

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

### 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:**

**‘ Exclusive Use By-Laws’ is contained within Schedule C and ‘ Exclusive Use Allocation’ is contained within Schedule E of the attached Community Management Statement (CMS).**



## Lot entitlements and financial information

### Lot entitlements

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

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

### Contribution schedule

Contribution schedule lot entitlement for the lot: **39**

Total contribution schedule lot entitlements for all lots: **19,437**

### Interest schedule

Interest schedule lot entitlement for the lot: **27**

Total interest schedule lot entitlements for all lots: **17,975**

### 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 **10912** for the current financial year: \$ **5,076.24**

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

Discount for on-time payments (if applicable): **15 %**

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/06/25 to 31/08/25	01/06/25	1,103.70	938.14	03/06/25
01/09/25 to 30/11/25	01/09/25	1,103.70	938.14	02/09/25
01/12/25 to 28/02/26	01/12/25	1,434.42	1,219.26	20/11/25
01/03/26 to 31/05/26	01/03/26	1,434.42	1,219.26	
01/06/26****31/08/26	01/06/26	1,269.06	1,078.70	
01/09/26****30/11/26	01/09/26	1,269.06	1,078.70	
			Amount overdue	<b>Nil</b>
		Amount Unpaid including amounts billed not yet due		<b>\$1,434.42</b>

### Sinking fund contributions

Total amount of contributions (before any discount) for lot **10912** for the current financial year: \$ **1,947.66**

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

Discount for on-time payments (if applicable): **15 %**

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/06/25 to 31/08/25	01/06/25	346.32	294.37	03/06/25
01/09/25 to 30/11/25	01/09/25	346.32	294.37	02/09/25
01/12/25 to 28/02/26	01/12/25	627.51	533.38	20/11/25
01/03/26 to 31/05/26	01/03/26	627.51	533.38	
01/06/26****31/08/26	01/06/26	486.72	413.71	
01/09/26****30/11/26	01/09/26	486.72	413.71	
			Amount overdue	<b>Nil</b>
		Amount Unpaid including amounts billed not yet due		<b>\$627.51</b>

**Special contributions - Administrative Fund (IF ANY)**

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

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

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
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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
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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 Levy	01/06/25 to 31/08/25	01/06/25	62.10	62.10	03/06/25
Insurance Levy	01/09/25 to 30/11/25	01/09/25	62.10	62.10	02/09/25
Insurance Levy	01/12/25 to 28/02/26	01/12/25	86.67	86.67	20/11/25
Insurance Levy	01/03/26 to 31/05/26	01/03/26	86.67	86.67	
Insurance Levy	01/06/26 to 31/08/26	01/06/26	74.25	74.25	
Insurance Levy	01/09/26 to 30/11/26	01/09/26	74.25	74.25	

**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		<b>Nil</b>
Special contributions		<b>Nil</b>
Other contributions		<b>Nil</b>
Other payments		<b>Nil</b>
Penalties		<b>Nil</b>
<b>Total amount overdue</b>	(Total Amount Unpaid including not yet due \$2,148.60)	<b>Nil</b>

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

## Common property and assets

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

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

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

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

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

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

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 10/02/22

**Current sinking fund balance (as at date of certificate): \$ 4,138,587.87**

### Improvements to common property the lot owner is responsible for

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

**Seller to disclose****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
Interlock (2007) Kim Westcott	Furniture & Fittings		Andrew Baker Art Dealer	\$0.00	\$0.00	\$23,324.00
Burning Creek (2000) Kim Westc			26 Brookes St.			
Dusty (2007) Kim Westcott Etch			Bowen Hills QLD 4006			
Mother (2007) Kim Westcott Etc			0412 990 356			
Wapiew Kulal/Fish	Furniture & Fittings		Aboriginal Art Prints	\$0.00	\$0.00	\$6,765.00
Rocks-Dennis			di.kershaw@aboriginalartprints			
Thur - Dennis Nona Prints			Chapman&Bailey Brisbane			
			14 Byres St. Newstead 4006			
			QLD			
KARCHER WET DRY VACCUM PLANT	Plant and Machinery		A Park	\$0.00	\$0.00	\$1,600.00
NT 55/1						
Wall Furnishing (2 per floor)	Furniture & Fittings	14/11/11	Hamilton Harbour Unit Trust	\$0.00	\$0.00	\$32,450.00
Wall Furnishings (2 per floor)	Furniture & Fittings	14/11/11	Hamilton Harbour Unit Trust	\$0.00	\$0.00	\$27,819.00
Dining Table (8 seater) \$4,180	Furniture & Fittings	14/11/11	Hamilton Harbour Unit Trust	\$0.00	\$0.00	\$12,584.00
Dining Chairs x 8 \$5,544			Hamilton Harbour Unit Trust			
Ottoman x 4 \$3,960.0			Hamilton Harbour Unit Trust			
Inverter 30/4	Plant and Machinery	28/05/13	A-GREE AIR PTY LTD	\$3,976.50	\$0.00	\$3,976.50
Committee Room			PO Box 841			
			BEENLEIGH QLD 4207			
1x Curtain - Thira wave head 2 fullness	Furniture & Fittings	19/05/15	refresh interior	\$0.00	\$0.00	\$1,136.00
H1						
3 x lighting - pendant lights black ashwood x 3	Furniture & Fittings	19/05/15	refresh interior	\$0.00	\$0.00	\$1,320.00
H1						
2 x lighting - pendant lights black ashwood x 2	Furniture & Fittings	19/05/15	refresh interior	\$0.00	\$0.00	\$880.00
H2						
Auto Hand Dryer 23/6 B1, H2 Rooftop	Plant and Machinery	26/06/15	APACK WHOLESALE DIRECT	\$1,731.40	\$0.00	\$1,731.40
			Unit 1/5 Premier Circuit			
			WARANA QLD 4575			
Chairs/Table Bar 1/7	Furniture & Fittings	14/07/16	REFRESH INTERIORS PTY LTD	\$12,499.52	\$0.00	\$12,499.52
			PO Box 7705			
			EAST BRISBANE QLD 4169			
Sling Sunlounger12/7	Furniture & Fittings	17/07/17	THE OUTDOOR FURNITURE	\$3,950.00	\$0.00	\$3,950.00
			1062 Ann Street			
			FORTITUDE VALLEY QLD			
			4006			
HP 500GB 14" LAPTOP	Office Equipment	28/05/19	Assa Abloy	\$0.00	\$0.00	\$3,750.00
Bal# Pool Furniture	Furniture & Fittings	04/09/19	REFRESH INTERIORS PTY LTD	\$258.48	\$0.00	\$258.48

## 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
			PO Box 7705 EAST BRISBANE QLD 4169			
Sply Bar Stools 11/9	Furniture & Fittings	13/09/19	REFRESH INTERIORS PTY LTD PO Box 7705 EAST BRISBANE QLD 4169	\$1,078.00	\$0.00	\$1,078.00

## 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 B: AVISO I: Chubb	04GS018566	462,912,322.00	312,517.65	31/05/26	Basic & Machinery Breakdown \$5,000   Earthquake \$20,000 Water Damage - 1 Lot \$7,500   - Multi Lot \$15,0
COMMON CONTENTS B: AVISO I: Chubb	04GS018566	4,629,123.00		31/05/26	Basic & Machinery Breakdown \$5,000   Earthquake \$20,000 Water Damage - 1 Lot \$7,500   - Multi Lot \$15,0
TEMP AC/LOSS OF RENT B: AVISO I: Chubb	04GS018566	69,436,848.00		31/05/26	Basic & Machinery Breakdown \$5,000   Earthquake \$20,000 Water Damage - 1 Lot \$7,500   - Multi Lot \$15,0
CATASTROPHE B: AVISO I: Chubb	04GS018566	69,436,848.00		31/05/26	Basic & Machinery Breakdown \$5,000   Earthquake \$20,000 Water Damage - 1 Lot \$7,500   - Multi Lot \$15,0
MONEY B: AVISO I: Chubb	04GS018566	25,000.00		31/05/26	Basic & Machinery Breakdown \$5,000   Earthquake \$20,000 Water Damage - 1 Lot \$7,500   - Multi Lot \$15,0
MACHINERY BREAKDOWN B: AVISO I: Chubb	04GS018566	250,000.00		31/05/26	Basic & Machinery Breakdown \$5,000   Earthquake \$20,000 Water Damage - 1 Lot \$7,500   - Multi Lot \$15,0
GENERAL LIABILITY B: AVISO I: Chubb	04GS014988	50,000,000.00	19,705.00	31/05/26	As Per Policy Wording Standard \$5,000
CRIME B: AVISO I: Chubb	04GS014988	100,000.00		31/05/26	As Per Policy Wording Standard \$5,000
VOLUNTARY WORKERS B: AVISO I: Chubb	04GS014988	200,000/2,000		31/05/26	As Per Policy Wording Standard \$5,000
OFFICE BEARERS B: AVISO I: Chubb	04GS014988	10,000,000.00		31/05/26	As Per Policy Wording Standard \$5,000
AUDIT EXPENSES B: AVISO I: Chubb	04GS014988	30,000.00		31/05/26	As Per Policy Wording Standard \$5,000
APPEAL EXPENSES B: AVISO I: Chubb	04GS014988	150,000.00		31/05/26	As Per Policy Wording Standard \$5,000

## 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
FLOOD B: AVISO I: Chubb	04GS018566	Included		31/05/26	Basic & Machinery Breakdown \$5,000   Earthquake \$20,000 Water Damage - 1 Lot \$7,500   - Multi Lot \$15,0

## Alternative insurance

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

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

No

## Lot owner and occupier insurance

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

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

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

## Contracts and authorisations

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

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

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

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

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

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

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

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

**Yes - Name of caretaking service contractor engaged:** HAMILTON HARBOUR RESIDENTIAL PTY LTD A.C.N. 677 431 417 AS TRUSTEE FOR HAMILTON HARBOUR RES

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

**Yes - Name of authorised letting agent:** Hamilton Harbour Residential Pty Ltd ACN 677 431 417 As Trustee for Hamilton Harbour Residential Unit Trust

**Embedded network electricity supply**

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

**Yes**

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

**Body corporate authority**

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

**Name/s** Cassels Strata Management

**Positions/s held** Strata Management Company

**Date** 19/02/2026

**Signature/s** \_\_\_\_\_  \_\_\_\_\_

**Copies of documents given with this certificate:**

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



QUEENSLAND TITLES REGISTRY  
Land Title Act 1994, Land Act 1994

**GENERAL REQUEST**

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

**724434089**  
EL 470 \$116.04  
23/10/2025 10:08:50

ing Number

**OFFICE USE ONLY**

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

**1. Nature of request**

Request to record new Community Management Statement for Hamilton Harbour Community Titles Scheme 42979

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

Redchip Lawyers  
ph: 3223 6100

**Lodger Code**

BE2805

**2. Lot on Plan Description**

Common Property of Hamilton Harbour Community Titles Scheme 42979

**Title Reference**

50858851

**3. Registered Proprietor/State Lessee**

Body Corporate for Hamilton Harbour Community Titles Scheme 42979

**4. Interest**

NOT APPLICABLE

**5. Applicant**

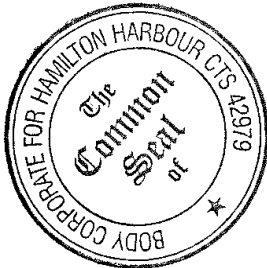
Body Corporate for Hamilton Harbour Community Titles Scheme 42979

**6. Request**

I hereby request that: the New Community Management Statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the New Community Management Statement for Hamilton Harbour Community Titles Scheme 42979.

**7. Execution by applicant**

Body Corporate for Hamilton Harbour Community Titles Scheme 42979



17/10/2025  
Execution Date

.....  
**Applicant's Signature**  
Chairperson / Secretary

.....  
**Applicant's Signature**  
Committee member

42979

REGISTRY  
Community

NEW COMMUNITY MANAGEMENT STATEMENT

NEW CMS Version 1  
Page 1 of 77

THIS CMS MUST BE DEPOSITED WITH:

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

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

*Office use only*  
CMS LABEL NUMBER

This statement incorporates and must include the following:

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

<b>1. Name (including number) of CTS</b> Hamilton Harbour Community Titles Scheme 42979	<b>2. Regulation module</b> ACCOMMODATION MODULE
<b>3. Name of body corporate</b> Body Corporate for Hamilton Harbour Community Titles Scheme 42979	
<b>4. Scheme land</b> Lot on Plan Description Common Property for Hamilton Harbour Community Titles Scheme 42979 See Enlarged Panel	<b>3. Title Reference</b> 50858851
<b>5. Name and address of original owner</b> NOT APPLICABLE	<b>6. Reference to plan lodged with this statement (if applicable)</b> 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*.

\*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.

1. Community Titles Scheme (CTS) Name	CTS Number
Hamilton Harbour	42979
2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Accommodation Module	CMS

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

Signature		Signature	
Signer Name	Stuart Scott	Signer Name	Michael Farwell
Signer Authority	Chairperson	Signer Authority	Treasurer
Entity (if applicable)		Entity (if applicable)	
Execution Date	17/10/2025	Execution Date	17/10/2025

\*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.

## Title Reference 50858851

**4. Scheme Land****Lot on Plan Description**

Lots 10001 to 10008, 10101 to 10114, 10201 to 10214, 10301 to 10314, 10401 to 10414, 10501 to 10514, 10601 to 10614, 10701 to 10713, 10801 to 10813, 10901 to 10913, 11001 to 11012, 11101 to 11112, 11201 to 11212, 11301 to 11312, 11401 to 11412, 11501 to 11512, 11601 to 11612, 11701 to 11709, 11801 to 11809, 11901 to 11909, 12001 to 12009, and 12101 to 12109 (inclusive) on SP 224043

Lots 20001 – 20011, 20101 – 20112, 20201 – 20212, 20301 – 20312, 20401 – 20412, 20501 – 20512, 20601 – 20612, 20701 – 20712, 20801 – 20812, 20901 – 20912, 21001 – 21011, 21101 – 21111, 21201 – 21211, 21301 – 21311, 21401 – 21411, 21501 – 21511, 21601 – 21610, 21701 – 21710 and 21801 – 21810 (inclusive) on SP 224081

**Title Reference**

50858852 to 50859111  
(inclusive)

50863689 to 50863903  
(inclusive)

<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
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Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 10001 on SP 224043	43	36
Lot 10002 on SP 224043	39	21
Lot 10003 on SP 224043	40	23
Lot 10004 on SP 224043	40	23
Lot 10005 on SP 224043	45	42
Lot 10006 on SP 224043	49	63
Lot 10007 on SP 224043	49	63
Lot 10008 on SP 224043	45	34
Lot 10101 on SP 224043	45	39
Lot 10102 on SP 224043	39	21
Lot 10103 on SP 224043	39	22
Lot 10104 on SP 224043	39	22
Lot 10105 on SP 224043	39	23
Lot 10106 on SP 224043	42	39
Lot 10107 on SP 224043	39	24
Lot 10108 on SP 224043	40	30
Lot 10109 on SP 224043	43	30
Lot 10110 on SP 224043	43	30
Lot 10111 on SP 224043	43	32
Lot 10112 on SP 224043	42	26
Lot 10113 on SP 224043	43	34
Lot 10114 on SP 224043	40	32
Lot 10201 on SP 224043	42	38
Lot 10202 on SP 224043	39	21
Lot 10203 on SP 224043	39	22
Lot 10204 on SP 224043	39	22
Lot 10205 on SP 224043	39	21

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 10206 on SP 224043	42	39
Lot 10207 on SP 224043	39	24
Lot 10208 on SP 224043	40	30
Lot 10209 on SP 224043	40	29
Lot 10210 on SP 224043	40	29
Lot 10211 on SP 224043	40	30
Lot 10212 on SP 224043	39	24
Lot 10213 on SP 224043	40	32
Lot 10214 on SP 224043	40	33
Lot 10301 on SP 224043	42	39
Lot 10302 on SP 224043	39	21
Lot 10303 on SP 224043	39	23
Lot 10304 on SP 224043	39	23
Lot 10305 on SP 224043	39	21
Lot 10306 on SP 224043	42	40
Lot 10307 on SP 224043	39	24
Lot 10308 on SP 224043	40	31
Lot 10309 on SP 224043	40	29
Lot 10310 on SP 224043	40	29
Lot 10311 on SP 224043	40	30
Lot 10312 on SP 224043	39	24
Lot 10313 on SP 224043	40	33
Lot 10314 on SP 224043	40	34
Lot 10401 on SP 224043	42	39
Lot 10402 on SP 224043	39	22
Lot 10403 on SP 224043	39	23
Lot 10404 on SP 224043	39	23
Lot 10405 on SP 224043	39	22

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 10406 on SP 224043	42	40
Lot 10407 on SP 224043	39	25
Lot 10408 on SP 224043	40	32
Lot 10409 on SP 224043	40	29
Lot 10410 on SP 224043	40	29
Lot 10411 on SP 224043	40	31
Lot 10412 on SP 224043	39	24
Lot 10413 on SP 224043	40	33
Lot 10414 on SP 224043	40	34
Lot 10501 on SP 224043	42	39
Lot 10502 on SP 224043	39	22
Lot 10503 on SP 224043	39	23
Lot 10504 on SP 224043	39	23
Lot 10505 on SP 224043	39	22
Lot 10506 on SP 224043	42	40
Lot 10507 on SP 224043	39	25
Lot 10508 on SP 224043	40	32
Lot 10509 on SP 224043	40	30
Lot 10510 on SP 224043	40	30
Lot 10511 on SP 224043	40	32
Lot 10512 on SP 224043	39	25
Lot 10513 on SP 224043	40	34
Lot 10514 on SP 224043	40	34
Lot 10601 on SP 224043	42	39
Lot 10602 on SP 224043	39	22
Lot 10603 on SP 224043	39	23
Lot 10604 on SP 224043	39	23
Lot 10605 on SP 224043	39	23

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 10606 on SP 224043	42	41
Lot 10607 on SP 224043	39	26
Lot 10608 on SP 224043	40	32
Lot 10609 on SP 224043	40	30
Lot 10610 on SP 224043	40	30
Lot 10611 on SP 224043	40	32
Lot 10612 on SP 224043	39	25
Lot 10613 on SP 224043	40	34
Lot 10614 on SP 224043	40	35
Lot 10701 on SP 224043	42	40
Lot 10702 on SP 224043	39	22
Lot 10703 on SP 224043	39	23
Lot 10704 on SP 224043	39	23
Lot 10705 on SP 224043	39	23
Lot 10706 on SP 224043	42	41
Lot 10707 on SP 224043	43	48
Lot 10708 on SP 224043	42	44
Lot 10709 on SP 224043	40	30
Lot 10710 on SP 224043	40	30
Lot 10711 on SP 224043	40	32
Lot 10712 on SP 224043	39	26
Lot 10713 on SP 224043	40	34
Lot 10801 on SP 224043	42	40
Lot 10802 on SP 224043	39	22
Lot 10803 on SP 224043	39	23
Lot 10804 on SP 224043	39	23
Lot 10805 on SP 224043	39	22
Lot 10806 on SP 224043	42	41



Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 10807 on SP 224043	43	48
Lot 10808 on SP 224043	42	44
Lot 10809 on SP 224043	40	31
Lot 10810 on SP 224043	40	31
Lot 10811 on SP 224043	40	32
Lot 10812 on SP 224043	39	26
Lot 10813 on SP 224043	40	35
Lot 10901 on SP 224043	42	41
Lot 10902 on SP 224043	39	22
Lot 10903 on SP 224043	39	24
Lot 10904 on SP 224043	39	24
Lot 10905 on SP 224043	39	22
Lot 10906 on SP 224043	42	42
Lot 10907 on SP 224043	43	48
Lot 10908 on SP 224043	42	45
Lot 10909 on SP 224043	40	31
Lot 10910 on SP 224043	40	31
Lot 10911 on SP 224043	40	33
Lot 10912 on SP 224043	39	27
Lot 10913 on SP 224043	40	35
Lot 11001 on SP 224043	42	41
Lot 11002 on SP 224043	39	23
Lot 11003 on SP 224043	39	24
Lot 11004 on SP 224043	39	24
Lot 11005 on SP 224043	39	23
Lot 11006 on SP 224043	42	42
Lot 11007 on SP 224043	43	50
Lot 11008 on SP 224043	42	45

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 11009 on SP 224043	40	31
Lot 11010 on SP 224043	40	31
Lot 11011 on SP 224043	42	45
Lot 11012 on SP 224043	43	49
Lot 11101 on SP 224043	42	42
Lot 11102 on SP 224043	39	24
Lot 11103 on SP 224043	39	24
Lot 11104 on SP 224043	39	24
Lot 11105 on SP 224043	39	23
Lot 11106 on SP 224043	42	42
Lot 11107 on SP 224043	43	49
Lot 11108 on SP 224043	42	46
Lot 11109 on SP 224043	40	32
Lot 11110 on SP 224043	40	32
Lot 11111 on SP 224043	42	46
Lot 11112 on SP 224043	43	49
Lot 11201 on SP 224043	42	42
Lot 11202 on SP 224043	39	24
Lot 11203 on SP 224043	39	29
Lot 11204 on SP 224043	39	29
Lot 11205 on SP 224043	39	24
Lot 11206 on SP 224043	42	43
Lot 11207 on SP 224043	43	51
Lot 11208 on SP 224043	42	46
Lot 11209 on SP 224043	40	32
Lot 11210 on SP 224043	40	32
Lot 11211 on SP 224043	42	46
Lot 11212 on SP 224043	43	55

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 11301 on SP 224043	42	43
Lot 11302 on SP 224043	39	24
Lot 11303 on SP 224043	39	30
Lot 11304 on SP 224043	39	30
Lot 11305 on SP 224043	39	24
Lot 11306 on SP 224043	42	43
Lot 11307 on SP 224043	43	56
Lot 11308 on SP 224043	42	47
Lot 11309 on SP 224043	40	33
Lot 11310 on SP 224043	40	33
Lot 11311 on SP 224043	42	47
Lot 11312 on SP 224043	43	56
Lot 11401 on SP 224043	42	43
Lot 11402 on SP 224043	39	24
Lot 11403 on SP 224043	39	30
Lot 11404 on SP 224043	39	30
Lot 11405 on SP 224043	39	24
Lot 11406 on SP 224043	42	43
Lot 11407 on SP 224043	43	57
Lot 11408 on SP 224043	42	48
Lot 11409 on SP 224043	40	34
Lot 11410 on SP 224043	40	34
Lot 11411 on SP 224043	42	48
Lot 11412 on SP 224043	43	57
Lot 11501 on SP 224043	42	44
Lot 11502 on SP 224043	39	23
Lot 11503 on SP 224043	39	30
Lot 11504 on SP 224043	39	31

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 11505 on SP 224043	39	25
Lot 11506 on SP 224043	42	44
Lot 11507 on SP 224043	43	58
Lot 11508 on SP 224043	42	48
Lot 11509 on SP 224043	40	34
Lot 11510 on SP 224043	40	34
Lot 11511 on SP 224043	42	48
Lot 11512 on SP 224043	43	58
Lot 11601 on SP 224043	42	44
Lot 11602 on SP 224043	39	25
Lot 11603 on SP 224043	39	31
Lot 11604 on SP 224043	39	31
Lot 11605 on SP 224043	39	25
Lot 11606 on SP 224043	42	44
Lot 11607 on SP 224043	43	58
Lot 11608 on SP 224043	42	49
Lot 11609 on SP 224043	40	35
Lot 11610 on SP 224043	40	35
Lot 11611 on SP 224043	42	49
Lot 11612 on SP 224043	43	58
Lot 11701 on SP 224043	40	33
Lot 11702 on SP 224043	42	42
Lot 11703 on SP 224043	42	42
Lot 11704 on SP 224043	41	41
Lot 11705 on SP 224043	43	61
Lot 11706 on SP 224043	48	112
Lot 11707 on SP 224043	48	102
Lot 11708 on SP 224043	43	61

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 11709 on SP 224043	41	41
Lot 11801 on SP 224043	40	33
Lot 11802 on SP 224043	42	42
Lot 11803 on SP 224043	42	42
Lot 11804 on SP 224043	42	41
Lot 11805 on SP 224043	43	61
Lot 11806 on SP 224043	48	115
Lot 11807 on SP 224043	48	115
Lot 11808 on SP 224043	43	61
Lot 11809 on SP 224043	41	41
Lot 11901 on SP 224043	40	33
Lot 11902 on SP 224043	42	42
Lot 11903 on SP 224043	42	42
Lot 11904 on SP 224043	41	41
Lot 11905 on SP 224043	43	62
Lot 11906 on SP 224043	48	115
Lot 11907 on SP 224043	48	115
Lot 11908 on SP 224043	43	62
Lot 11909 on SP 224043	41	41
Lot 12001 on SP 224043	40	34
Lot 12002 on SP 224043	42	42
Lot 12003 on SP 224043	42	42
Lot 12004 on SP 224043	41	42
Lot 12005 on SP 224043	43	64
Lot 12006 on SP 224043	52	124
Lot 12007 on SP 224043	52	135
Lot 12008 on SP 224043	43	64
Lot 12009 on SP 224043	41	42

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 12101 on SP 224043	40	34
Lot 12102 on SP 224043	42	43
Lot 12103 on SP 224043	42	43
Lot 12104 on SP 224043	41	42
Lot 12105 on SP 224043	43	65
Lot 12106 on SP 224043	53	135
Lot 12107 on SP 224043	53	135
Lot 12108 on SP 224043	43	65
Lot 12109 on SP 224043	41	42
Lot 20001 on SP 224081	41	23
Lot 20002 on SP 224081	43	31
Lot 20003 on SP 224081	41	22
Lot 20004 on SP 224081	48	50
Lot 20005 on SP 224081	42	21
Lot 20006 on SP 224081	46	34
Lot 20007 on SP 224081	43	45
Lot 20008 on SP 224081	41	30
Lot 20009 on SP 224081	41	30
Lot 20010 on SP 224081	41	30
Lot 20011 on SP 224081	43	45
Lot 20101 on SP 224081	39	23
Lot 20102 on SP 224081	39	23
Lot 20103 on SP 224081	40	31
Lot 20104 on SP 224081	39	22
Lot 20105 on SP 224081	48	41
Lot 20106 on SP 224081	42	23
Lot 20107 on SP 224081	39	23
Lot 20108 on SP 224081	43	46

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 20109 on SP 224081	40	31
Lot 20110 on SP 224081	40	31
Lot 20111 on SP 224081	40	31
Lot 20112 on SP 224081	43	46
Lot 20201 on SP 224081	39	24
Lot 20202 on SP 224081	39	24
Lot 20203 on SP 224081	40	31
Lot 20204 on SP 224081	39	23
Lot 20205 on SP 224081	41	35
Lot 20206 on SP 224081	39	24
Lot 20207 on SP 224081	39	24
Lot 20208 on SP 224081	43	46
Lot 20209 on SP 224081	40	31
Lot 20210 on SP 224081	40	31
Lot 20211 on SP 224081	40	31
Lot 20212 on SP 224081	43	46
Lot 20301 on SP 224081	39	24
Lot 20302 on SP 224081	39	24
Lot 20303 on SP 224081	40	31
Lot 20304 on SP 224081	39	23
Lot 20305 on SP 224081	41	35
Lot 20306 on SP 224081	39	24
Lot 20307 on SP 224081	39	24
Lot 20308 on SP 224081	43	46
Lot 20309 on SP 224081	40	32
Lot 20310 on SP 224081	40	32
Lot 20311 on SP 224081	40	32
Lot 20312 on SP 224081	43	46

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 20401 on SP 224081	39	24
Lot 20402 on SP 224081	39	24
Lot 20403 on SP 224081	40	31
Lot 20404 on SP 224081	39	23
Lot 20405 on SP 224081	41	35
Lot 20406 on SP 224081	39	24
Lot 20407 on SP 224081	39	24
Lot 20408 on SP 224081	43	46
Lot 20409 on SP 224081	40	32
Lot 20410 on SP 224081	40	32
Lot 20411 on SP 224081	40	32
Lot 20412 on SP 224081	43	46
Lot 20501 on SP 224081	39	24
Lot 20502 on SP 224081	39	24
Lot 20503 on SP 224081	40	31
Lot 20504 on SP 224081	39	23
Lot 20505 on SP 224081	41	35
Lot 20506 on SP 224081	39	24
Lot 20507 on SP 224081	39	24
Lot 20508 on SP 224081	43	46
Lot 20509 on SP 224081	40	33
Lot 20510 on SP 224081	40	33
Lot 20511 on SP 224081	40	33
Lot 20512 on SP 224081	43	46
Lot 20601 on SP 224081	39	24
Lot 20602 on SP 224081	39	24
Lot 20603 on SP 224081	40	32
Lot 20604 on SP 224081	39	23



Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 20605 on SP 224081	41	35
Lot 20606 on SP 224081	39	24
Lot 20607 on SP 224081	39	24
Lot 20608 on SP 224081	43	47
Lot 20609 on SP 224081	40	33
Lot 20610 on SP 224081	40	33
Lot 20611 on SP 224081	40	33
Lot 20612 on SP 224081	43	48
Lot 20701 on SP 224081	39	24
Lot 20702 on SP 224081	39	24
Lot 20703 on SP 224081	40	32
Lot 20704 on SP 224081	39	23
Lot 20705 on SP 224081	41	35
Lot 20706 on SP 224081	39	24
Lot 20707 on SP 224081	39	24
Lot 20708 on SP 224081	43	48
Lot 20709 on SP 224081	40	34
Lot 20710 on SP 224081	40	34
Lot 20711 on SP 224081	40	34
Lot 20712 on SP 224081	43	48
Lot 20801 on SP 224081	39	24
Lot 20802 on SP 224081	39	24
Lot 20803 on SP 224081	40	32
Lot 20804 on SP 224081	39	24
Lot 20805 on SP 224081	41	36
Lot 20806 on SP 224081	39	24
Lot 20807 on SP 224081	39	24
Lot 20808 on SP 224081	43	48

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 20809 on SP 224081	40	34
Lot 20810 on SP 224081	40	34
Lot 20811 on SP 224081	40	34
Lot 20812 on SP 224081	43	48
Lot 20901 on SP 224081	39	24
Lot 20902 on SP 224081	39	24
Lot 20903 on SP 224081	40	32
Lot 20904 on SP 224081	39	24
Lot 20905 on SP 224081	41	36
Lot 20906 on SP 224081	39	24
Lot 20907 on SP 224081	39	24
Lot 20908 on SP 224081	43	48
Lot 20909 on SP 224081	40	34
Lot 20910 on SP 224081	40	34
Lot 20911 on SP 224081	40	34
Lot 20912 on SP 224081	43	49
Lot 21001 on SP 224081	39	30
Lot 21002 on SP 224081	39	30
Lot 21003 on SP 224081	40	33
Lot 21004 on SP 224081	39	24
Lot 21005 on SP 224081	41	36
Lot 21006 on SP 224081	39	30
Lot 21007 on SP 224081	39	30
Lot 21008 on SP 224081	43	51
Lot 21009 on SP 224081	43	54
Lot 21010 on SP 224081	43	54
Lot 21011 on SP 224081	43	50
Lot 21101 on SP 224081	39	30

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 21102 on SP 224081	39	30
Lot 21103 on SP 224081	40	33
Lot 21104 on SP 224081	39	24
Lot 21105 on SP 224081	41	36
Lot 21106 on SP 224081	39	30
Lot 21107 on SP 224081	39	30
Lot 21108 on SP 224081	43	51
Lot 21109 on SP 224081	43	54
Lot 21110 on SP 224081	43	54
Lot 21111 on SP 224081	43	50
Lot 21201 on SP 224081	39	30
Lot 21202 on SP 224081	39	30
Lot 21203 on SP 224081	40	33
Lot 21204 on SP 224081	39	24
Lot 21205 on SP 224081	41	37
Lot 21206 on SP 224081	39	30
Lot 21207 on SP 224081	39	30
Lot 21208 on SP 224081	43	52
Lot 21209 on SP 224081	43	55
Lot 21210 on SP 224081	43	55
Lot 21211 on SP 224081	43	50
Lot 21301 on SP 224081	39	30
Lot 21302 on SP 224081	39	30
Lot 21303 on SP 224081	40	33
Lot 21304 on SP 224081	39	24
Lot 21305 on SP 224081	41	37
Lot 21306 on SP 224081	39	30
Lot 21307 on SP 224081	39	30

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 21308 on SP 224081	43	52
Lot 21309 on SP 224081	43	55
Lot 21310 on SP 224081	43	55
Lot 21311 on SP 224081	43	51
Lot 21401 on SP 224081	39	31
Lot 21402 on SP 224081	39	31
Lot 21403 on SP 224081	40	34
Lot 21404 on SP 224081	39	24
Lot 21405 on SP 224081	41	38
Lot 21406 on SP 224081	39	31
Lot 21407 on SP 224081	39	31
Lot 21408 on SP 224081	43	53
Lot 21409 on SP 224081	43	56
Lot 21410 on SP 224081	43	56
Lot 21411 on SP 224081	43	51
Lot 21501 on SP 224081	39	31
Lot 21502 on SP 224081	39	31
Lot 21503 on SP 224081	40	34
Lot 21504 on SP 224081	39	24
Lot 21505 on SP 224081	41	38
Lot 21506 on SP 224081	39	31
Lot 21507 on SP 224081	39	31
Lot 21508 on SP 224081	43	53
Lot 21509 on SP 224081	43	56
Lot 21510 on SP 224081	43	56
Lot 21511 on SP 224081	43	51
Lot 21601 on SP 224081	39	31
Lot 21602 on SP 224081	39	31

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 21603 on SP 224081	40	34
Lot 21604 on SP 224081	39	24
Lot 21605 on SP 224081	41	39
Lot 21606 on SP 224081	39	31
Lot 21607 on SP 224081	39	31
Lot 21608 on SP 224081	45	112
Lot 21609 on SP 224081	53	135
Lot 21610 on SP 224081	44	66
Lot 21701 on SP 224081	39	31
Lot 21702 on SP 224081	39	31
Lot 21703 on SP 224081	40	34
Lot 21704 on SP 224081	39	24
Lot 21705 on SP 224081	41	39
Lot 21706 on SP 224081	39	31
Lot 21707 on SP 224081	39	31
Lot 21708 on SP 224081	45	112
Lot 21709 on SP 224081	53	135
Lot 21710 on SP 224081	44	67
Lot 21801 on SP 224081	39	31
Lot 21802 on SP 224081	39	31
Lot 21803 on SP 224081	40	34
Lot 21804 on SP 224081	39	25
Lot 21805 on SP 224081	41	39
Lot 21806 on SP 224081	39	31
Lot 21807 on SP 224081	39	31
Lot 21808 on SP 224081	45	112
Lot 21809 on SP 224081	53	135
Lot 21810 on SP 224081	44	67

Lot on Plan	Contribution Entitlement	Interest Entitlement
TOTAL	19437	17,975

#### PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

1. The contribution schedule principle under section 46(7) of the *Body Corporate and Community Management Act 1997* (BCCM Act) on which the contribution schedule lot entitlements for the community titles scheme has been decided is the relativity principle.
2. The relativity principle referred to in paragraph 1 above is the principle that 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 nature, features and characteristics of the lots in the community titles scheme;
  - b. the purposes for which the lots in the community titles scheme are used; and
  - c. the impact the lots in the community titles scheme may have on the costs of maintaining the common property within the community titles scheme,

and, in having reference to these factors, it is considered just and equitable for there to be a variation, ranging from a minimum of 39 to a maximum of 53, in the contribution schedule lot entitlements for the community titles scheme.
5. After having decided to use the relativity principle and by reference to the factors referred to in paragraph 4 above, some details about how the individual contribution lot entitlements for the community titles scheme were decided are as follows:
  - a. The body corporate is responsible for the costs of the repair, maintenance, capital replacement and cleaning of common property within the community titles scheme. Common property can include, amongst other things:
    - i. external surface areas of the building containing the lots such as exterior walls forming the outer surface of the lot, windows, roof and building screens;
    - ii. internal areas of the building such as lobby and foyer walls, floors and coverings and lift well, lifts and common toilets;
    - iii. utilities and other infrastructure, goods and equipment owned by the body corporate; and
    - iv. fire detection and prevention devices and fire fighting equipment (eg. fire sprinklers, fire extinguishers and fire doors) and electrical wiring, which support, service, protect or otherwise benefit lots.
  - b. Certain features or characteristics of lots in the community titles scheme impact on the costs to the body corporate of repairing, maintaining, capital replacement and cleaning the common property, for example:

- i. a lot which has a greater external surface area will have a higher contribution schedule lot entitlement than a lot which has a smaller external surface area because there is a higher cost of repairing, maintaining, replacing and cleaning that part of the common property surrounding the lot with the greater external surface area; and
  - ii. the greater the floor area of a lot, the greater the prospective demand on the common property to protect, support, service and generally benefit the lot with corresponding greater cost to the body corporate in the provision of and in the repair, maintenance, capital replacement and, as applicable, cleaning of the common property provided to the lot.
- c. Lots in the community titles scheme are used for residential, office purposes or the operation of management rights. The purposes for which these lots are used contributes to a variance in the contribution schedule lot entitlement to the extent that office lots were given a higher contribution schedule lot entitlement to account for the greater number of public invitee utilising services provided by the office lots but does not affect the contribution schedule lot entitlement for the lot entitled to the operation of management rights.

#### PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

1. 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.
2. The market value principle referred to in paragraph 1 above is the principle that the lot entitlements must reflect the respective market values of the lots in the community titles scheme, except to the extent it is just and equitable in the circumstances for the individual lot entitlements not to reflect the respective market values of the lots. This principle also requires that the following apply for working out the market values of lots included in a community titles scheme:
  - a. if a lot included in the scheme is a subsidiary scheme, the market value of the lot is the market value of the scheme land for the subsidiary scheme;
  - b. for establishing the market value of a lot created under a standard format plan of subdivision or volumetric format plan of subdivision, buildings and improvements on the lot are to be disregarded.

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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Sections 66(1)(f) and (g) of the *Body Corporate and Community Management Act 1997* are not applicable.

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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#### PART A – PRELIMINARY

#### 1 Structure

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1.1 These by-laws are set out in the following structure:

- (a) Part A – Preliminary
- (b) Part B – Interferences
- (c) Part C – Works
- (d) Part D – Regulation of use
- (e) Part E – Exclusive use

## 2 Definitions and interpretation

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2.1 The terms set out in these by-laws mean:

- (a) **'Act'** means the *Body Corporate Community Management Act 1997* (Qld).
- (b) **'BMS'** means the building management statement that the Body Corporate is a party to.
- (c) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.
- (d) **'Caretaking Service Contractor'** means a service contractor for the Scheme who is also a letting agent for the Scheme.
- (e) **'Common Property'** means Scheme Land that is not included in a Lot.
- (f) **'Improvement'** means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.
- (g) **'Lot'** means a lot in the Scheme.
- (h) **'Occupier'** means any person that occupies a Lot.
- (i) **'Outdoor Area'** means an area of a Lot, or of Common Property or a body corporate asset an Occupier of a Lot may use under an exclusive use by-law, including any of the following areas – a balcony, courtyard, patio or verandah.
- (j) **'Owner'** means an owner of a Lot.
- (k) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
- (l) **'Scheme'** means Hamilton Harbour CTS 42979.
- (m) **'Scheme Land'** means any land within the Scheme, including any Lot and the Common Property.
- (n) **'Security Access Device'** means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.
- (o) **'Social Function'** means a gathering of a number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.
- (p) **'Smoke'** means –
  - (i) for a smoking product other than a personal vaporiser or a hookah—smoke, hold or otherwise have control over an ignited smoking product; or
  - (ii) for a personal vaporiser—inhale through the vaporiser; or
  - (iii) for a hookah—inhale through the hookah.
- (q) **'Vehicle'** includes but is not limited to all types of automobiles, motorcycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, segways, skateboards, rollerblades or any other equivalent means of transportation.
- (r) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.

2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.

2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.

2.4 The singular includes the plural and vice versa.



2.5 Words importing a gender include other genders.

### **3 Applicability of these by-laws**

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3.1 An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.

3.2 Occupiers must:

- (a) comply with these by-laws to the extent they apply to an Occupier; and
- (b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

### **4 Tenancies**

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4.1 If an Owner lets their Lot for a term of six months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:

- (a) the name of the tenant and all Occupiers;
- (b) the service address of the tenant;
- (c) the term of the tenancy;
- (d) the name and service address of any Owner's letting agent for the tenancy; and
- (e) any other information the Body Corporate may reasonably require.

### **5 Application and approval process**

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5.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.

5.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:

- (a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;
- (b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary; and
- (c) grant its approval on reasonable and relevant conditions; or
- (d) refuse any application if it is reasonable to do so.

5.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.

5.4 If any approval under these by-laws by the Body Corporate is invalid, it is read down or severed to the extent required to be valid.

### **6 Development Approvals and local laws**

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6.1 All Development Approvals for the Scheme and all local laws applying to the Scheme must be complied with. Any breach of the Development Approvals or local laws will constitute a breach of this by-law which will be enforced in accordance with the Act and Regulation Module.

**7 Building Management Statement**

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- 7.1 An Owner or Occupier must not do anything which places the Body Corporate in breach of the BMS, without the Body Corporate's written approval.
- 7.2 Any written approval provided pursuant to these by-laws does not relieve the Owner or Occupier from obligations to obtain any necessary consents under the BMS (if any are required).

**8 Easements**

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- 8.1 An Owner or Occupier must:
- (a) duly observe the obligations of any easement imposed on the Body Corporate to such extent as they may apply to an Owner or Occupier; and
  - (b) not, without the written approval of the Body Corporate, undertake or permit anything which may cause or contribute to a breach of any easement on the part of the Body Corporate.
- 8.2 Any written approval provided pursuant to these by-laws does not relieve the Owner or Occupier from obligations to obtain any necessary consents under the easement (if any are required).

**PART B - INTERFERENCES****9 Noise and nuisances**

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- 9.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
- (a) causes a nuisance or hazard;
  - (b) interferes unreasonably with the use or enjoyment of another Lot; or
  - (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

**10 Obstruction**

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- 10.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or
  - (b) use as storage, or place items on, the Common Property (unless otherwise permitted under these by-laws).

**11 Smoking**

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- 11.1 An Owner or Occupier must not Smoke, or permit any Visitors to Smoke, on the Common Property or in an Outdoor Area.

**12 Auctions**

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- 12.1 An Owner must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

**13 Garage sales**

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- 13.1 An Owner must not permit any garage sale to take place on their Lot or the Common Property without the written approval of the Body Corporate.

**14 Parking**

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- 14.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in an exclusive use area); or
  - (b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than in a designated visitor car parking bay or exclusive use area).

**15 Vehicles**

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- 15.1 Vehicles must be operated in accordance with all public road rules and must not be operated in a manner that creates a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

**16 Electric vehicle charging**

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- 16.1 An Owner or Occupier must not make any Improvement to the Common Property or their Lot in respect of electric Vehicle charging, including the installation of electric Vehicle charging infrastructure, which includes an electric Vehicle charger and specialised cable, without the prior written approval of the Body Corporate.
- 16.2 An Owner or Occupier must not (and must not allow a Visitor to) use an existing power point to the Common Property or their Lot in respect of electric Vehicle charging, without the prior written approval of the Body Corporate.

**17 Communications**

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- 17.1 Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:
- (a) an annoyance;
  - (b) a nuisance;
  - (c) a hazard;
  - (d) an unreasonable interference;
  - (e) threatening or intimidating;
  - (f) defamatory; or
  - (g) anti-social.

**PART C - WORKS****18 Damage**

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- 18.1 An Owner or Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.

**19 Common Property Improvements**

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- 19.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.
- 19.2 A Caretaking Service Contractor may without the consent of the Body Corporate display signs or notices for the purposes of letting any Lot for lease in the Scheme in or about the Common Property provided they are in keeping with the amenity of the Scheme.

**20 Improvements to Body Corporate Items**

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- 20.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any Improvements to:
- (a) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a Lot and common property or the boundary of a Lot and another Lot;
  - (b) doors, fences, windows and associated fittings situated in a boundary wall separating a Lot from common property or the boundary of a Lot and another Lot;
  - (c) roofing membranes that are not common property but that provide protection for lots or common property;
  - (d) foundation structures;
  - (e) roofing structures providing protection; and
  - (f) essential supporting framework, including but not limited to load-bearing walls.

**21 Lot Improvements**

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- 21.1 An Owner or Occupier must not make any Improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.

**22 External appearance of a lot**

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- 22.1 The Owner or Occupier of a Lot must not make a change to the external appearance of the Lot (unless the change is minor and does not detract from the amenity of the Lot and its surrounds) if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land, without the Body Corporate's written approval.

**23 Floor coverings**

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- 23.1 An Owner or Occupier must ensure that all flooring areas within the Lot are covered, treated or otherwise used to the extent sufficient to prevent the transmission of noise to another Lot or the Common Property that causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

**PART D – REGULATION OF USE****24 Animals**

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- 24.1 Subject to section 181 of the Act, an Owner or Occupier must not, without the Body Corporate's written approval:
- (a) bring or keep an animal on the Lot or the Common Property; or
  - (b) permit a Visitor to bring or keep an animal on the Lot or Common Property.

24.2 When keeping an animal in the Scheme, in addition to any other requirements under these by-laws, an approval by the Committee, the Act or the Regulation Module the Owner or Occupier must:

- (a) ensure that when passing through common property the animal will be suitably restrained or carried;
- (b) register the animal with the local council;
- (c) ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;
- (d) dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and
- (e) ensure the animal carries a name tag identifying the animal and its owner.

## **25 Alienation**

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25.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law;
- (b) alienate in any way any part of the Common Property unless authorised by another by-law; or
- (c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

## **26 Common Property Garbage**

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26.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.

26.2 An Owner or Occupier must:

- (a) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;
- (b) place all recyclable rubbish in the recycling receptacles;
- (c) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;
- (d) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;
- (e) not cause damage to the garbage receptacles;
- (f) not overfill the garbage receptacles; and
- (g) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

## **27 Dangerous substances**

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27.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous item or substance on a Lot unless the item or substance is:

- (a) used or intended to be used for domestic purposes; or
- (b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

## **28 Removals**

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28.1 An Owner or Occupier shall not move any furniture into or out of a Lot without:

- (a) reasonable notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and
  - (b) taking adequate measures to prevent damage to the Common Property and any other Lot in the Scheme.
- 28.2 Owners and Occupiers shall endeavour to have removalist vehicles park in the parking areas designated from time to time for removalist vehicles where possible.

### **29 No interference**

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- 29.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or
  - (b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

### **30 Interference with support, shelter, utility infrastructure**

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- 30.1 An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:
- (a) support or shelter provided for a Lot or the Common Property;
  - (b) utility infrastructure or utility services; or
  - (c) body corporate assets.

### **31 Health and safety**

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- 31.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:
- (a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;
  - (b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or
  - (c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

### **32 Social functions**

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- 32.1 An Owner or Occupier must not use an area of the Common Property for the purposes of a Social Function without the written approval of the Body Corporate.

### **33 Use of lots**

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- 33.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:
- (a) residential purposes; or
  - (b) a home office that does not compete with the Caretaking Service Contractor; or
  - (c) if the Owner or Occupier is a Caretaking Service Contractor, for:
    - (i) the purposes of management of the Scheme;
    - (ii) the letting or sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers; and

(iii) the letting and sales of Lots outside the Scheme and the rendering of such other services.

33.2 An Owner or Occupier of a Lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

#### **34 Letterbox**

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34.1 An Owner or Occupier of a Lot must not interfere with the letterbox designated for another Lot or the Body Corporate.

34.2 Letterboxes must not be used by Owners, Occupiers or Visitors for the purpose of depositing or retrieving Security Access Devices or other access keys, without the prior written consent of the body corporate.

#### **35 BBQ Area**

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35.1 Owners, Occupiers and their Visitors may use the barbecue facilities and area on the Common Property, subject to compliance with the following conditions:

- (a) the facilities must not already be being used by another Owner, Occupier or Visitor;
- (b) the use must not cause damage to the surface, fixtures or fittings of the barbecue area or facilities;
- (c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property;
- (d) a person using the BBQ Area must be supervised if their conduct and capability reasonably requires them to be supervised; and
- (e) the barbeque must be cleaned and tidied after use.

#### **36 Clothesline**

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36.1 Owners and Occupiers may use the clotheslines on the Common Property without approval by the Body Corporate on the conditions that the clotheslines are:

- (a) for the clotheslines intended purpose;
- (b) not already being used by another Owner or Occupier;
- (c) not used in a way that causes damage to the clotheslines;
- (d) not used for an unfair period of time or frequency such that it would prevent other Owners or Occupiers from using the clotheslines; and
- (e) not used in a way that causes nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

36.2 A person using the clothesline must be supervised if their conduct and capability reasonably requires them to be supervised.

#### **37 Gym**

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37.1 Owners, Occupiers and their Visitors may use the gym on the Common Property, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Common Property or Body Corporate assets;
- (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);

- (c) a person using the gym must be supervised if their conduct and capability reasonably requires them to be supervised (as an example without limitation, a child who is unable to use the gym equipment safely must be supervised);
- (d) the equipment must only be used for its intended purpose;
- (e) towels must be placed on equipment during use to prevent sweat on the equipment;
- (f) the area must be left clean and tidy after use;
- (g) all moveable equipment must be returned to their designated place after use; and
- (h) any sweat on the equipment must be wiped and sanitised after use.

**38 Pool**

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38.1 Owners, Occupiers and their Visitors may use the pool, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Scheme Land or Body Corporate assets;
- (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (c) the use must not interfere with the maintenance or upkeep of the pool or the surrounding areas;
- (d) a person using the pool must be supervised if their conduct and capability reasonably requires them to be supervised (as an example without limitation, a person who is not a confident swimmer must be supervised if they are not able to stand when using the pool);
- (e) the pool and pool area must be left clean and tidy after use; and
- (f) glass must not be brought into the area.

**39 Spa**

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39.1 Owners, Occupiers and their Visitors may use the spa, subject to compliance with the following conditions:

- (a) a person must shower immediately prior to using the spa;
- (b) the use must not cause damage;
- (c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (d) the use must not interfere with the maintenance or upkeep of the spa or the surrounding areas;
- (e) a person using the spa must be supervised if their conduct and capability reasonably requires them to be supervised;
- (f) the area must be left clean and tidy after use; and
- (g) glass must not be brought into the area.

**40 Grassed area adjacent to pool between Tower 1 and Tower 2**

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40.1 Owners, Occupiers and their Visitors may use the grassed area on the Common Property, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Common Property or Body Corporate assets;



- (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (c) a person using the area must be supervised if their conduct and capability reasonably requires them to be supervised;
- (d) no BBQs are to occur without prior written approval of the Body Corporate; and
- (e) the area must be left clean and tidy after use.

#### **41 Security**

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

- (a) interfere or tamper with a Security Access Device;
- (b) copy a Security Access Device;
- (c) give a Security Access Device to a person other than an Owner, Occupier or Visitor; or
- (d) use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

#### **42 Bicycle racks**

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42.1 Owners, Occupiers and their Visitors may use the bicycle racks, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Common Property or Body Corporate assets;
- (b) the use must not cause damage to another Owner or Occupier's bicycle;
- (c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (d) the use must be for the bicycle rack's intended purpose;
- (e) a person using the bicycle rack's must be supervised if their conduct and capability reasonably requires them to be supervised;
- (f) the area must be left clean and tidy after use;
- (g) the use must not prevent other Owner and Occupier's bicycles from being removed;
- (h) the use must not promote a risk of theft or damage of any Owner or Occupier's bicycle; and
- (i) the bicycle rack must not be overloaded to store more bicycles than its intended limit.

#### **43 Ablution**

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43.1 Owners, Occupiers and their Visitors may use the ablution facilities, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Common Property or body corporate assets;
- (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (c) the ablution facilities must only be used for their intended purpose;

- (d) the area must be left clean and tidy after use;
- (e) a person using the ablution facilities must be supervised if their conduct and capability reasonably requires them to be supervised;
- (f) belongings must not be left after their use; and
- (g) Owners, Occupiers and their Visitors must not use or take more consumables than are required for the normal use of the ablution facilities.

#### **44 Conference room**

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- 44.1 Owners, Occupiers and their Visitors may use the conference room, subject to compliance with the following conditions:
- (a) the use must not cause damage to the Common Property or Body Corporate assets;
  - (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
  - (c) a person using the conference room must be supervised if their conduct and capability reasonably requires them to be supervised;
  - (d) the conference room must only be used for its intended purpose;
  - (e) the area must be left clean and tidy after use; and
  - (f) all moveable furniture must be returned to its designated place after use.

### **PART E – URBAN LAND DEVELOPMENT AUTHORITY MANDATED BY-LAWS**

#### **45 ULDA By-Law**

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- 45.1 The approval for the Scheme issues by the Urban Land Development Authority mandates the inclusion of the following particulars in this CMS;
- (a) the landscaping is to be maintained in accordance with the approved plans and maintenance regime;
  - (b) internal collection of refuse and recyclables remains the responsibility of the Body Corporate and tenants of the commercial/ retail lots; and
  - (c) disclosure is made to Owners and Occupiers that the Scheme is located in proximity to the Brisbane Airport and due to aircraft over-flights may not be afforded the same level of amenity compares with other residential areas.

### **PART F – EXCLUSIVE USE**

#### **46 Letting Agent – Exclusive Letting Rights**

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- 46.1 While the Letting Agent holds an authorisation from the Body Corporate to act as a letting agent for the Scheme, the Letting Agent may conduct a letting and selling agents business from the Scheme to the exclusion of all others. The Letting Agent is not permitted to conduct any letting or selling of lots in any other residential schemes within the Development.
- 46.2 The Letting Agent may affix and display on the Common Property such signs and advertisements as may be reasonably required by the Letting Agent in the performance of its duties and in the exercise of its rights under any agreement entered into between the Letting Agent and the Body Corporate.

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**47 Service Contractor – Exclusive Rights**

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- 47.1 While the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property (in accordance with the terms of that appointment), the Service Contractor may provide its services to the Body Corporate to the exclusion of all others.

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**48 Letting Agent and Service Contractor – Body Corporate’s Obligations**

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- 48.1 Whilst the Letting Agent holds an authorisation from the Body Corporate to act as letting agent for the Scheme and/or the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property (the "Agreements"), the Body Corporate;
- (a) will not directly or indirectly provide any of the services set out in the Agreements;
  - (b) will not permit any person, including its staff to carry on or render or be concerned in any business which competes with the business carried on by the Letting Agent or Service Contractor under the Agreements;
  - (c) will not enter into with any other person an agreement, authority or appointment which is similar to the Agreements; or
  - (d) the Body Corporate will not make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on by the Letting Agent or Service Contractor under the Agreements.

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**49 Construction / Sale of Lots**

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- 49.1 Whilst the Original Owner remains an Owner of any Lot in Development, the Original Owner and its contractors, agents and those authorised by it, will be entitled to:
- (a) undertake works necessary to complete the Development, including excavation, general earthworks, the installation of drainage, utility services, irrigation, construction of improvements;
  - (b) enter onto land within the Development with any vehicles, workers or equipment to undertake the works;
  - (c) bring heavy earthmoving equipment onto the Common Property or other Lots in the Development owned by the Original Owner in order to complete the Development; and
  - (d) use the Common Property or other Lots in the Development owned by the Original Owner to:
    - (i) give access to and egress from any part of the Development with or without vehicles and equipment (or either of them); and
    - (ii) store building materials, vehicles, equipment or fill.
- 49.2 In exercising its rights under this By-Law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment by Occupiers of their respective Lot and the Common Property.
- 49.3 While any construction or building operations are occurring within the Development, Occupiers must comply with the reasonable directions of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.
- 49.4 Occupiers must not object to any noise, nuisance or other inconvenience which may arise as a result of the Original Owner exercising its rights under this By-Law.
- 49.5 For avoidance of doubt nothing in this by-law in any way limits the rights of the Original Owner (if any) set out elsewhere in this CMS.

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**50 Display Unit and Promotional Functions**

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- 50.1 Despite anything else in these By-laws, the Original Owner may:
- (a) use any Lot, or permit any Lot to be used, for the purposes of a Display Unit; and
  - (b) erect signage, or permit signage to be erected within the Scheme (provided this complies with all laws);
  - (c) carry out promotional and marketing functions from the Common Property (but must minimise the disturbance to Occupiers in doing so).

**51 No Objection**

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- 51.1 The Original Owner is permitted to use and damage the Common Property for the purpose of developing the Scheme. If any damage is caused to the Common Property or anything on the Common Property, the Original Owner will make good the damage at its expense.

**52 Exclusive Use Areas**

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- 52.1 Owners are entitled to the exclusive use of that part of the Common Property allocated by the Original Owner or the solicitor acting on behalf of the Original Owner (as the Original Owner's agent) and notified to the Body Corporate during the period ending 1 year after the recording of the relevant community management statement for the purposes of Section 174 of the BCCM Act ("Exclusive Use Space") which allocations (at the date of this CMS) are identified in Schedule E for the purposes notified by the Original Owner or the Solicitor acting on behalf of the Original Owner. Such Owners:
- (a) must, at their own expense, keep the Exclusive Use Space neat and tidy and keep all plants (if any) properly tendered and watered; and
  - (b) must, so far as they are lawfully able to, perform the duties of the Body Corporate in respect of the Exclusive Use Space.
- 52.2 Exclusive use areas under this By-Law not kept clean will be tidied and cleaned by the Body Corporate at the expense of the Owner.
- 52.3 For the purposes of Section 171(3)(b)(i) of the BCCM Act, an allocation under this By-Law may be revoked, but only if the Owner of the Lot agrees in writing before the revocation.

**53 Exclusive Use – Parking and Storage**

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- 53.1 Owners are entitled to the exclusive use of that part of the Common Property presently as identified in Schedule E or as allocated by the Original Owner or the solicitor acting on behalf of the Original Owner (as the Original Owner's agent) and notified to the Body Corporate during the period ending 1 year after recording of the relevant community management statement for the purposes of Section 174 of the BCCM Act for the purposes of carparking or storage as described in Schedule E
- 53.2 Carparking spaces which have storage areas adjacent to them to which there is no means of access other than through the carparking space may only be reallocated under an agreed allocation under Section 171(1)(b)(ii) of the BCCM Act if the storage area is also subject to the agreed allocation so that, at all times, there is a lawful means of access to the storage area.
- 53.3 For the purposes of Section 171(3)(b)(i) of the BCCM Act, an allocation under this By-Law may be revoked, but only if the Owner of the Lot agrees in writing before the revocation.
- 53.4 Exclusive use areas under this By-Law may only be used for carparking or storage as designated, must be kept clean and tidy by the Owner. Exclusive use areas under this By-Law not kept clean will be tidied and cleaned by the Body Corporate at the expense of the Owner.
- 53.5 Exclusive use carparking and storage areas must not be enclosed unless permitted in writing by the Committee and then only in accordance with methods approved by the Body Corporate for enclosure. Only storage systems, such as shelving, approved in writing by the Committee may be used.

**54 Exclusive Use – Access and Washroom Facilities**

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- 54.1 Owners are entitled to the exclusive use of that part of the Common Property presently identified in Schedule E for the purposes of access and use of washroom and toilet facilities. If more than one Owner has the benefit of the exclusive use of the same part of the Common Property then the exclusive use is for the benefit of those Owners jointly.
- 54.2 Exclusive use areas under this by-law may be used only for the purpose for which they are given and must be kept clean and tidy at all times by the Owner(s) having the benefit of the exclusive use area.
- 54.3 For the purpose of Section 171(3)(b)(i) of the BCCM Act, an allocation under this By-Law may be revoked, but only if the Owner of the Lot agrees in writing before the revocation.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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Lots affected by statutory easements are as follows:

Statutory Easement	HAMILTON HARBOUR CTS 42979
Support	Lots 10001 to 10008, 10101 to 10114, 10201 to 10214, 10301 to 10314, 10401 to 10414, 10501 to 10514, 10601 to 10614, 10701 to 10713, 10801 to 10813, 10901 to 10913, 11001 to 11012, 11101 to 11112, 11201 to 11212, 11301 to 11312, 11401 to 11412, 11501 to 11512, 11601 to 11612, 11701 to 11709, 11801 to 11809, 11901 to 11909, 12001 to 12009, 12101 to 12109 and Common Property on SP 224043 and Lots 20001 – 20011, 20101 – 20112, 20201 – 20212, 20301 – 20312, 20401 – 20412, 20501 – 20512, 20601 – 20612, 20701 – 20712, 20801 – 20812, 20901 – 20912, 21001 – 21011, 21101 – 21111, 21201 – 21211, 21301 – 21311, 21401 – 21411, 21501 – 21511, 21601 – 21610, 21701 – 21710 and 21801 – 21810 on SP 224081 and Common Property on SP 224081
Utility Services and Utility Infrastructure	Lots 10001 to 10008, 10101 to 10114, 10201 to 10214, 10301 to 10314, 10401 to 10414, 10501 to 10514, 10601 to 10614, 10701 to 10713, 10801 to 10813, 10901 to 10913, 11001 to 11012, 11101 to 11112, 11201 to 11212, 11301 to 11312, 11401 to 11412, 11501 to 11512, 11601 to 11612, 11701 to 11709, 11801 to 11809, 11901 to 11909, 12001 to 12009, 12101 to 12109 and Common Property on SP 224043 and Lots 20001 – 20011, 20101 – 20112, 20201 – 20212, 20301 – 20312, 20401 – 20412, 20501 – 20512, 20601 – 20612, 20701 – 20712, 20801 – 20812, 20901 – 20912, 21001 – 21011, 21101 – 21111, 21201 – 21211, 21301 – 21311, 21401 – 21411, 21501 – 21511, 21601 – 21610, 21701 – 21710 and 21801 – 21810 on SP 224081 and Common Property on SP 224081
Shelter	Lots 10001 to 10008, 10101 to 10114, 10201 to 10214, 10301 to 10314, 10401 to 10414, 10501 to 10514, 10601 to 10614, 10701 to 10713, 10801 to 10813, 10901 to 10913, 11001 to 11012, 11101 to 11112, 11201 to 11212, 11301 to 11312, 11401 to 11412, 11501 to 11512, 11601 to 11612, 11701 to 11709, 11801 to 11809, 11901 to 11909, 12001 to 12009, 12101 to 12109 and Common Property on SP 224043 and Lots 20001 – 20011, 20101 – 20112, 20201 – 20212, 20301 – 20312, 20401 – 20412, 20501 – 20512, 20601 – 20612, 20701 – 20712, 20801 – 20812, 20901 – 20912, 21001 – 21011, 21101 – 21111, 21201 – 21211, 21301 – 21311, 21401 – 21411, 21501 – 21511, 21601 – 21610, 21701 – 21710 and 21801 – 21810 on SP 224081 and Common Property on SP 224081
Projections	Nil
Maintenance of building close to boundary	Nil

The Scheme Land is created out of a volumetric lot and the requirement for service location diagrams by Section 66(1)(d)(ii) of the Body Corporate and Community Management Act does not apply.

<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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**HARBOUR ONE CARPARK AND STORAGE AREA ALLOCATIONS**

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 10001 on SP 224043	3-77		
Lot 10002 on SP 224043			
Lot 10003 on SP 224043			
Lot 10004 on SP 224043			
Lot 10005 on SP 224043	1-175		
Lot 10006 on SP 224043	193A and 194A		
Lot 10007 on SP 224043	2-163 and 2-164		
Lot 10008 on SP 224043	2-114		
Lot 10101 on SP 224043	3-76		
Lot 10102 on SP 224043			
Lot 10103 on SP 224043			
Lot 10104 on SP 224043			
Lot 10105 on SP 224043			
Lot 10106 on SP 224043	1-174		
Lot 10107 on SP 224043			
Lot 10108 on SP 224043	3-153		
Lot 10109 on SP 224043	1-157		
Lot 10110 on SP 224043	1-158		
Lot 10111 on SP 224043	1-164		
Lot 10112 on SP 224043			
Lot 10113 on SP 224043	3-144		
Lot 10114 on SP 224043	3-141		
Lot 10201 on SP 224043	3-75		
Lot 10202 on SP 224043			
Lot 10203 on SP 224043			
Lot 10204 on SP 224043			
Lot 10205 on SP 224043			3-S27

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 10206 on SP 224043	1-173	3-S11	
Lot 10207 on SP 224043			
Lot 10208 on SP 224043	3-154		
Lot 10209 on SP 224043	1-155		
Lot 10210 on SP 224043	1-156		
Lot 10211 on SP 224043	1-165		
Lot 10212 on SP 224043			
Lot 10213 on SP 224043	3-157		
Lot 10214 on SP 224043	3-156		
Lot 10301 on SP 224043	3-3 and 3-4		
Lot 10302 on SP 224043			
Lot 10303 on SP 224043			
Lot 10304 on SP 224043	1-129		
Lot 10305 on SP 224043			
Lot 10306 on SP 224043	1-172		
Lot 10307 on SP 224043			
Lot 10308 on SP 224043	3-155		
Lot 10309 on SP 224043	1-153		
Lot 10310 on SP 224043	1-154		
Lot 10311 on SP 224043	1-166		
Lot 10312 on SP 224043			
Lot 10313 on SP 224043	3-84		
Lot 10314 on SP 224043	3-85		
Lot 10401 on SP 224043	3-87		
Lot 10402 on SP 224043			
Lot 10403 on SP 224043			
Lot 10404 on SP 224043			

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked “A”	By-law 47 – Exclusive Use Area – Storage on Plan attached marked “A”	By-law 47 – Exclusive Use Area – Storage on Plan attached marked “C”
Lot 10405 on SP 224043			
Lot 10406 on SP 224043	1-224 and 1-225		
Lot 10407 on SP 224043			
Lot 10408 on SP 224043	3-158		
Lot 10409 on SP 224043	1-151		
Lot 10410 on SP 224043	1-152		
Lot 10411 on SP 224043	1-167		
Lot 10412 on SP 224043			
Lot 10413 on SP 224043	3-82		
Lot 10414 on SP 224043	3-83		3-S28
Lot 10501 on SP 224043	3-88		
Lot 10502 on SP 224043			
Lot 10503 on SP 224043			
Lot 10504 on SP 224043			
Lot 10505 on SP 224043			
Lot 10506 on SP 224043	1-171		
Lot 10507 on SP 224043	3-86		
Lot 10508 on SP 224043			
Lot 10509 on SP 224043	1-148		
Lot 10510 on SP 224043	1-150		
Lot 10511 on SP 224043	1-106		
Lot 10512 on SP 224043	1-107		
Lot 10513 on SP 224043	3-80		
Lot 10514 on SP 224043	3-81		
Lot 10601 on SP 224043	3-147		
Lot 10602 on SP 224043			
Lot 10603 on SP 224043			



Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 10604 on SP 224043			
Lot 10605 on SP 224043			
Lot 10606 on SP 224043	1-170		
Lot 10607 on SP 224043	1-104		
Lot 10608 on SP 224043	1-105		
Lot 10609 on SP 224043	1-149		3-S7
Lot 10610 on SP 224043	1-147		
Lot 10611 on SP 224043	1-168		
Lot 10612 on SP 224043	1-159		
Lot 10613 on SP 224043	1-180		
Lot 10614 on SP 224043	3-79		3-S26
Lot 10701 on SP 224043	3-146		
Lot 10702 on SP 224043			
Lot 10703 on SP 224043			
Lot 10704 on SP 224043			
Lot 10705 on SP 224043			
Lot 10706 on SP 224043	3-145		3-S2 and 3-S3
Lot 10707 on SP 224043	3-151		
Lot 10708 on SP 224043	3-90	3-S19	
Lot 10709 on SP 224043	1-146		
Lot 10710 on SP 224043	1-145		
Lot 10711 on SP 224043	3-159		
Lot 10712 on SP 224043	1-160		
Lot 10713 on SP 224043	1-179		
Lot 10801 on SP 224043	1-96		
Lot 10802 on SP 224043			
Lot 10803 on SP 224043			

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 10804 on SP 224043		3-S14	
Lot 10805 on SP 224043	1-48	1-S10	
Lot 10806 on SP 224043	1-93		
Lot 10807 on SP 224043	1-29 and 1-30		
Lot 10808 on SP 224043	1-102	1-S28	
Lot 10809 on SP 224043	1-144		
Lot 10810 on SP 224043	1-143		
Lot 10811 on SP 224043	1-169		
Lot 10812 on SP 224043	1-161		
Lot 10813 on SP 224043	1-178		
Lot 10901 on SP 224043	3-152		
Lot 10902 on SP 224043			
Lot 10903 on SP 224043			
Lot 10904 on SP 224043			
Lot 10905 on SP 224043			
Lot 10906 on SP 224043	3-143		
Lot 10907 on SP 224043	1-27 and 1-28	3-S20	
Lot 10908 on SP 224043	1-78		
Lot 10909 on SP 224043	1-142		
Lot 10910 on SP 224043	1-141		
Lot 10911 on SP 224043	1-181		
Lot 10912 on SP 224043	1-162		
Lot 10913 on SP 224043	3-78		
Lot 11001 on SP 224043	1-216 and 1-217		
Lot 11002 on SP 224043			
Lot 11003 on SP 224043			
Lot 11004 on SP 224043			

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 11005 on SP 224043			
Lot 11006 on SP 224043	3-1	3-S36	
Lot 11007 on SP 224043	1-25 and 1-26		
Lot 11008 on SP 224043	1-80		
Lot 11009 on SP 224043	1-140		
Lot 11010 on SP 224043	1-139		3-S29
Lot 11011 on SP 224043	1-79		
Lot 11012 on SP 224043	1-1		
Lot 11101 on SP 224043	1-204 and 1-205		
Lot 11102 on SP 224043			
Lot 11103 on SP 224043			
Lot 11104 on SP 224043			
Lot 11105 on SP 224043			
Lot 11106 on SP 224043	3-148		
Lot 11107 on SP 224043	1-23 and 1-24	3-S10	
Lot 11108 on SP 224043	1-82		
Lot 11109 on SP 224043	1-138		
Lot 11110 on SP 224043	1-95		
Lot 11111 on SP 224043	1-81		
Lot 11112 on SP 224043	1-2	3-S13	
Lot 11201 on SP 224043	3-2	3-S37	
Lot 11202 on SP 224043			
Lot 11203 on SP 224043	1-110		
Lot 11204 on SP 224043	1-182		
Lot 11205 on SP 224043			
Lot 11206 on SP 224043	3-93		
Lot 11207 on SP 224043	1-19 and 1-20	1-S23	

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 11208 on SP 224043	1-84		
Lot 11209 on SP 224043	1-136		
Lot 11210 on SP 224043	1-137		
Lot 11211 on SP 224043	1-83	1-S37	
Lot 11212 on SP 224043	1-21 and 1-22		
Lot 11301 on SP 224043	3-211		
Lot 11302 on SP 224043			
Lot 11303 on SP 224043	1-163		
Lot 11304 on SP 224043	1-108		1-S38
Lot 11305 on SP 224043			
Lot 11306 on SP 224043	3-139		
Lot 11307 on SP 224043	1-15 and 1-16		
Lot 11308 on SP 224043	1-86	1-S25	
Lot 11309 on SP 224043	1-134		
Lot 11310 on SP 224043	1-135		
Lot 11311 on SP 224043	1-85	3-S12	
Lot 11312 on SP 224043	1-17 and 1-18	1-S8	
Lot 11401 on SP 224043	3-7 and 3-8		
Lot 11402 on SP 224043			
Lot 11403 on SP 224043	1-185		
Lot 11404 on SP 224043	1-183	3-S23	
Lot 11405 on SP 224043			
Lot 11406 on SP 224043	3-138		
Lot 11407 on SP 224043	1-5 and 1-6		
Lot 11408 on SP 224043	1-88		3-S25
Lot 11409 on SP 224043	1-132		
Lot 11410 on SP 224043	1-133		

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 11411 on SP 224043	1-87	1-S21	
Lot 11412 on SP 224043	1-3 and 1-4	3-S15	
Lot 11501 on SP 224043	3-140		
Lot 11502 on SP 224043			
Lot 11503 on SP 224043	1-109		
Lot 11504 on SP 224043	3-149		
Lot 11505 on SP 224043			
Lot 11506 on SP 224043	3-137		
Lot 11507 on SP 224043	1-11 and 1-12		
Lot 11508 on SP 224043	1-90		
Lot 11509 on SP 224043	1-130		
Lot 11510 on SP 224043	1-131		
Lot 11511 on SP 224043	1-89		
Lot 11512 on SP 224043	1-13 and 1-14		
Lot 11601 on SP 224043	1-101		
Lot 11602 on SP 224043			
Lot 11603 on SP 224043	1-177		
Lot 11604 on SP 224043	1-184		
Lot 11605 on SP 224043			
Lot 11606 on SP 224043	1-100		
Lot 11607 on SP 224043	1-9 and 1-10	1-S39	
Lot 11608 on SP 224043	1-94		3-S34 and 3-S35
Lot 11609 on SP 224043	1-128		1-S67
Lot 11610 on SP 224043			
Lot 11611 on SP 224043	1-98		
Lot 11612 on SP 224043	1-7 and 1-8	1-S81	
Lot 11701 on SP 224043	3-150		

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 11702 on SP 224043	3-92		
Lot 11703 on SP 224043	1-218 and 1-219		
Lot 11704 on SP 224043	3-89		
Lot 11705 on SP 224043	1-69 and 1-70	1-S32	
Lot 11706 on SP 224043	1-57 and 1-58	1-S31	
Lot 11707 on SP 224043	1-55 and 1-56	1-S30	
Lot 11708 on SP 224043	1-91 and 1-92	1-S27	
Lot 11709 on SP 224043	1-103		1-S58
Lot 11801 on SP 224043	1-49		
Lot 11802 on SP 224043	4-5 and 4-6		
Lot 11803 on SP 224043	3-5 and 3-6	3-S18	
Lot 11804 on SP 224043	3-95		
Lot 11805 on SP 224043	1-65 and 1-66	1-S20	
Lot 11806 on SP 224043	1-59 and 1-60	1-S19	
Lot 11807 on SP 224043	1-61 and 1-62	1-S18	
Lot 11808 on SP 224043	1-67 and 1-68	1-S17	
Lot 11809 on SP 224043	3-96		
Lot 11901 on SP 224043	1-176		
Lot 11902 on SP 224043	3-142		
Lot 11903 on SP 224043	1-214 and 1-215		
Lot 11904 on SP 224043	3-97		
Lot 11905 on SP 224043	1-31 and 1-32	1-S11	
Lot 11906 on SP 224043	1-37 and 1-38	1-S12	
Lot 11907 on SP 224043	1-35 and 1-36	1-S13	
Lot 11908 on SP 224043	1-63 and 1-64	1-S14	
Lot 11909 on SP 224043	3-98	3-S22	
Lot 12001 on SP 224043	1-99		

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 12002 on SP 224043	3-91	3-S21	
Lot 12003 on SP 224043	3-9 and 3-10		
Lot 12004 on SP 224043	1-208 and 1-209		
Lot 12005 on SP 224043	1-33 and 1-34	1-S7	
Lot 12006 on SP 224043	1-41, 1-42, 1-226 and 1-227	1-S6	
Lot 12007 on SP 224043	1-50, 1-51 and 1-52	1-S5	
Lot 12008 on SP 224043	1-39 and 1-40	1-S4	
Lot 12009 on SP 224043	1-206 and 1-207		1-S80A
Lot 12101 on SP 224043	1-97		
Lot 12102 on SP 224043	1-222 and 1-223		
Lot 12103 on SP 224043	1-220 and 1-221	1-S33	
Lot 12104 on SP 224043	1-212 and 1-213		
Lot 12105 on SP 224043	1-45 and 1-46	1-S3	
Lot 12106 on SP 224043	1-42A and 1-43A	1-S2	
Lot 12107 on SP 224043	1-43 and 1-44	1-S1	
Lot 12108 on SP 224043	1-53 and 1-54	1-S29	
Lot 12109 on SP 224043	1-210 and 1-211		
Lot 21809 on SP 224081	1-47		

#### HARBOUR TWO CARPARK AND STORAGE AREA ALLOCATIONS

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "C"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 20001 on SP 224081			
Lot 20002 on SP 224081	3-177		
Lot 20003 on SP 224081			
Lot 20004 on SP 224081	2-160		
Lot 20005 on SP 224081	2-161		

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "C"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 20006 on SP 224081	2-162		
Lot 20007 on SP 224081	3-94		
Lot 20008 on SP 224081	3-168		
Lot 20009 on SP 224081	3-167		3-S6
Lot 20010 on SP 224081	3-166		
Lot 20011 on SP 224081	4-3 and 4-4		
Lot 20101 on SP 224081			
Lot 20102 on SP 224081			
Lot 20103 on SP 224081	3-176		
Lot 20104 on SP 224081			
Lot 20105 on SP 224081	3-183		
Lot 20106 on SP 224081			
Lot 20107 on SP 224081			
Lot 20108 on SP 224081	4-9 and 4-10		
Lot 20109 on SP 224081	3-165		
Lot 20110 on SP 224081	3-164	1-S16	
Lot 20111 on SP 224081	3-163		3-S9
Lot 20112 on SP 224081	4-7 and 4-8		
Lot 20201 on SP 224081			
Lot 20202 on SP 224081			
Lot 20203 on SP 224081	3-175		
Lot 20204 on SP 224081			
Lot 20205 on SP 224081	3-184		
Lot 20206 on SP 224081			
Lot 20207 on SP 224081		1-S26	
Lot 20208 on SP 224081	4-13 and 4-14		
Lot 20209 on SP 224081	3-162		3-S31



Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "C"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 20210 on SP 224081	3-119		
Lot 20211 on SP 224081	3-118		
Lot 20212 on SP 224081	3-52 and 3-53		
Lot 20301 on SP 224081			
Lot 20302 on SP 224081			
Lot 20303 on SP 224081	3-174		
Lot 20304 on SP 224081			
Lot 20305 on SP 224081	3-185		
Lot 20306 on SP 224081			
Lot 20307 on SP 224081			
Lot 20308 on SP 224081	3-50 and 3-51		
Lot 20309 on SP 224081	3-120		
Lot 20310 on SP 224081	3-121		
Lot 20311 on SP 224081	3-122		
Lot 20312 on SP 224081	4-11 and 4-12		
Lot 20401 on SP 224081			
Lot 20402 on SP 224081			
Lot 20403 on SP 224081	3-173		
Lot 20404 on SP 224081			
Lot 20405 on SP 224081	3-186		
Lot 20406 on SP 224081			
Lot 20407 on SP 224081			
Lot 20408 on SP 224081	3-46 and 3-47		
Lot 20409 on SP 224081	3-117		
Lot 20410 on SP 224081	3-116		
Lot 20411 on SP 224081	3-115		
Lot 20412 on SP 224081	3-48 and 3-49		

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked “C”	By-law 47 – Exclusive Use Area – Storage on Plan attached marked “A”	By-law 47 – Exclusive Use Area – Storage on Plan attached marked “C”
Lot 20501 on SP 224081			
Lot 20502 on SP 224081			
Lot 20503 on SP 224081	3-172		
Lot 20504 on SP 224081			
Lot 20505 on SP 224081	3-187		
Lot 20506 on SP 224081			
Lot 20507 on SP 224081			
Lot 20508 on SP 224081	3-42 and 3-43		
Lot 20509 on SP 224081	3-123		
Lot 20510 on SP 224081	3-124		
Lot 20511 on SP 224081	3-125		
Lot 20512 on SP 224081	3-44 and 3-45		
Lot 20601 on SP 224081			
Lot 20602 on SP 224081			
Lot 20603 on SP 224081	3-171		
Lot 20604 on SP 224081			
Lot 20605 on SP 224081	3-188		3-S30
Lot 20606 on SP 224081			
Lot 20607 on SP 224081			
Lot 20608 on SP 224081	3-38 and 3-39		
Lot 20609 on SP 224081	3-114	1-S9	
Lot 20610 on SP 224081	4-1		4-S1
Lot 20611 on SP 224081	3-112		
Lot 20612 on SP 224081	3-40 and 3-41		
Lot 20701 on SP 224081			
Lot 20702 on SP 224081			
Lot 20703 on SP 224081	3-170		

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked “C”	By-law 47 – Exclusive Use Area – Storage on Plan attached marked “A”	By-law 47 – Exclusive Use Area – Storage on Plan attached marked “C”
Lot 20704 on SP 224081			
Lot 20705 on SP 224081	3-189		3-S32/33
Lot 20706 on SP 224081		1-S34, 1-S35 and 1-S36	
Lot 20707 on SP 224081			
Lot 20708 on SP 224081	3-11 and 3-12		
Lot 20709 on SP 224081	3-126		
Lot 20710 on SP 224081	3-127		
Lot 20711 on SP 224081	3-128		3-S4
Lot 20712 on SP 224081	3-36 and 3-37		
Lot 20801 on SP 224081			
Lot 20802 on SP 224081			
Lot 20803 on SP 224081	3-169		
Lot 20804 on SP 224081			
Lot 20805 on SP 224081	3-190		
Lot 20806 on SP 224081			
Lot 20807 on SP 224081			
Lot 20808 on SP 224081	3-13 and 3-14		
Lot 20809 on SP 224081	3-129		
Lot 20810 on SP 224081	4-2		4-S2
Lot 20811 on SP 224081	3-113		
Lot 20812 on SP 224081	3-34 and 3-35		
Lot 20901 on SP 224081			
Lot 20902 on SP 224081			
Lot 20903 on SP 224081	3-210		3-S24
Lot 20904 on SP 224081			
Lot 20905 on SP 224081	3-191		

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked “C”	By-law 47 – Exclusive Use Area – Storage on Plan attached marked “A”	By-law 47 – Exclusive Use Area – Storage on Plan attached marked “C”
Lot 20906 on SP 224081	1-10A		
Lot 20907 on SP 224081			
Lot 20908 on SP 224081	3-15 and 3-16		
Lot 20909 on SP 224081	3-132		
Lot 20910 on SP 224081	3-18		3-S39
Lot 20911 on SP 224081	3-17		3-S38
Lot 20912 on SP 224081	3-32 and 3-33		
Lot 21001 on SP 224081	4-94		
Lot 21002 on SP 224081	4-93		
Lot 21003 on SP 224081	3-209		
Lot 21004 on SP 224081			
Lot 21005 on SP 224081	3-192		
Lot 21006 on SP 224081	3-161		
Lot 21007 on SP 224081	3-135		
Lot 21008 on SP 224081	3-133 and 3-134		1-S74
Lot 21009 on SP 224081	3-136 and 3-160		1-S68
Lot 21010 on SP 224081	3-74 and 3-99		3-S1
Lot 21011 on SP 224081	3-30 and 3-31		
Lot 21101 on SP 224081	4-98		
Lot 21102 on SP 224081	4-97		
Lot 21103 on SP 224081	3-208		
Lot 21104 on SP 224081			
Lot 21105 on SP 224081	3-193		
Lot 21106 on SP 224081	4-96		
Lot 21107 on SP 224081	4-95		
Lot 21108 on SP 224081	3-108 and 3-109		1-S70
Lot 21109 on SP 224081	3-54 and 3-55		1-S66

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "C"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 21110 on SP 224081	3-56 and 3-57		1-S63
Lot 21111 on SP 224081	3-28 and 3-29		1-S79
Lot 21201 on SP 224081	4-102		
Lot 21202 on SP 224081	4-101		
Lot 21203 on SP 224081	3-207		
Lot 21204 on SP 224081			
Lot 21205 on SP 224081	3-194		
Lot 21206 on SP 224081	4-100		
Lot 21207 on SP 224081	4-99		
Lot 21208 on SP 224081	3-106 and 3-107		1-S71
Lot 21209 on SP 224081	3-58 and 3-59		1-S62
Lot 21210 on SP 224081	3-60 and 3-61		1-S61
Lot 21211 on SP 224081	3-26 and 3-27		1-S78
Lot 21301 on SP 224081	4-91		
Lot 21302 on SP 224081	4-92		
Lot 21303 on SP 224081	3-206		
Lot 21304 on SP 224081			
Lot 21305 on SP 224081	3-195		
Lot 21306 on SP 224081	4-104		
Lot 21307 on SP 224081	4-103		
Lot 21308 on SP 224081	3-104 and 3-105		1-S72
Lot 21309 on SP 224081	3-62 and 3-63		1-S60
Lot 21310 on SP 224081	3-64 and 3-65		1-S59
Lot 21311 on SP 224081	3-24 and 3-25		
Lot 21401 on SP 224081	3-130		
Lot 21402 on SP 224081	3-131		
Lot 21403 on SP 224081	3-205		

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "C"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 21404 on SP 224081			
Lot 21405 on SP 224081	3-196		
Lot 21406 on SP 224081	4-89		
Lot 21407 on SP 224081	4-90		
Lot 21408 on SP 224081	3-102 and 3-103		1-S73
Lot 21409 on SP 224081	3-66 and 3-67		1-S47
Lot 21410 on SP 224081	3-68 and 3-69		1-S57
Lot 21411 on SP 224081	3-22 and 3-23		1-S76
Lot 21501 on SP 224081	4-85		
Lot 21502 on SP 224081	4-86		
Lot 21503 on SP 224081	3-204		
Lot 21504 on SP 224081			
Lot 21505 on SP 224081	3-197		3-S5
Lot 21506 on SP 224081	4-87		
Lot 21507 on SP 224081	4-88		
Lot 21508 on SP 224081	3-100 and 3-101		1-S69
Lot 21509 on SP 224081	3-70 and 3-71		1-S64
Lot 21510 on SP 224081	3-72 and 3-73		1-S77
Lot 21511 on SP 224081	3-20 and 3-21		1-S75
Lot 21601 on SP 224081	4-81		
Lot 21602 on SP 224081	4-82		
Lot 21603 on SP 224081	3-203		
Lot 21604 on SP 224081			
Lot 21605 on SP 224081	3-198	3-S17	
Lot 21606 on SP 224081	4-83		
Lot 21607 on SP 224081	4-84		
Lot 21608 on SP 224081	1-198 and 1-199		1-S50 and 3-S8

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "C"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 21609 on SP 224081	1-190 and 1-191		1-S42
Lot 21610 on SP 224081	1-202 and 1-203		1-S56
Lot 21701 on SP 224081	3-181		
Lot 21702 on SP 224081	3-180	3-S16	
Lot 21703 on SP 224081	3-202		
Lot 21704 on S0P 224081			
Lot 21705 on SP 224081	3-199		
Lot 21706 on SP 224081	3-179		
Lot 21707 on SP 224081	3-178		
Lot 21708 on SP 224081	1-189 and 1-188		1-S44
Lot 21709 on SP 224081	1-192 and 1-193		1-S54
Lot 21710 on SP 224081	1-200 and 1-201		1-S65
Lot 21801 on SP 224081	3-19		
Lot 21802 on SP 224081	3-110		
Lot 21803 on SP 224081	3-201		
Lot 21804 on SP 224081			
Lot 21805 on SP 224081	3-200		
Lot 21806 on SP 224081	3-111		
Lot 21807 on SP 224081	3-182		
Lot 21808 on SP 224081	1-196 and 1-197		1-S52
Lot 21809 on SP 224081	1-194 and 1-195		1-S40
Lot 21810 on SP 224081	1-186 and 1-187		1-S48

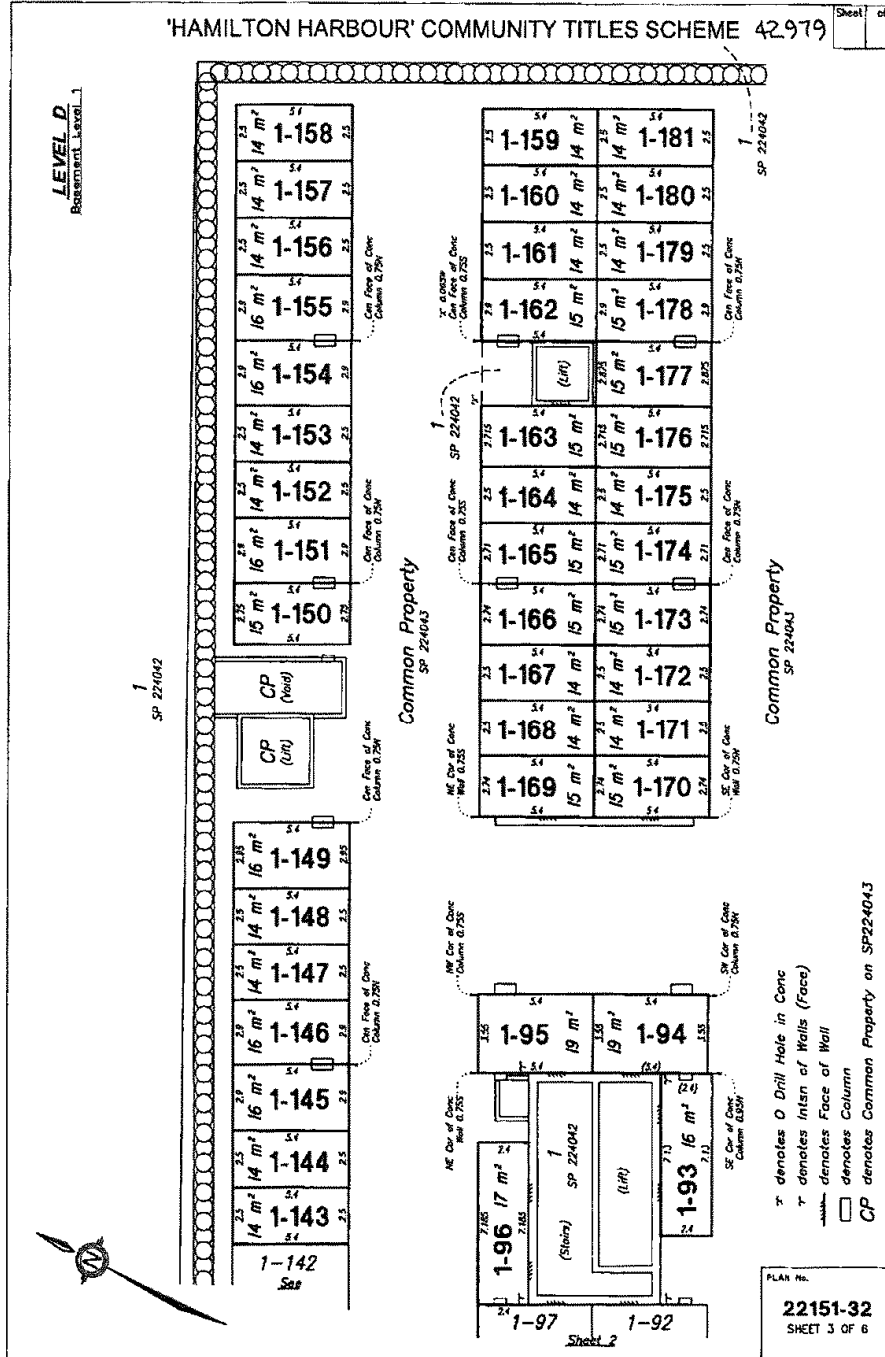
## OTHER ALLOCATIONS

Lot on Plan	By-law 48 – Exclusive Use Area – Access and Washroom Facilities on Plan attached marked “B”
Lot 10007 on SP 224043	A1
Lot 10008 on SP 224043	A1



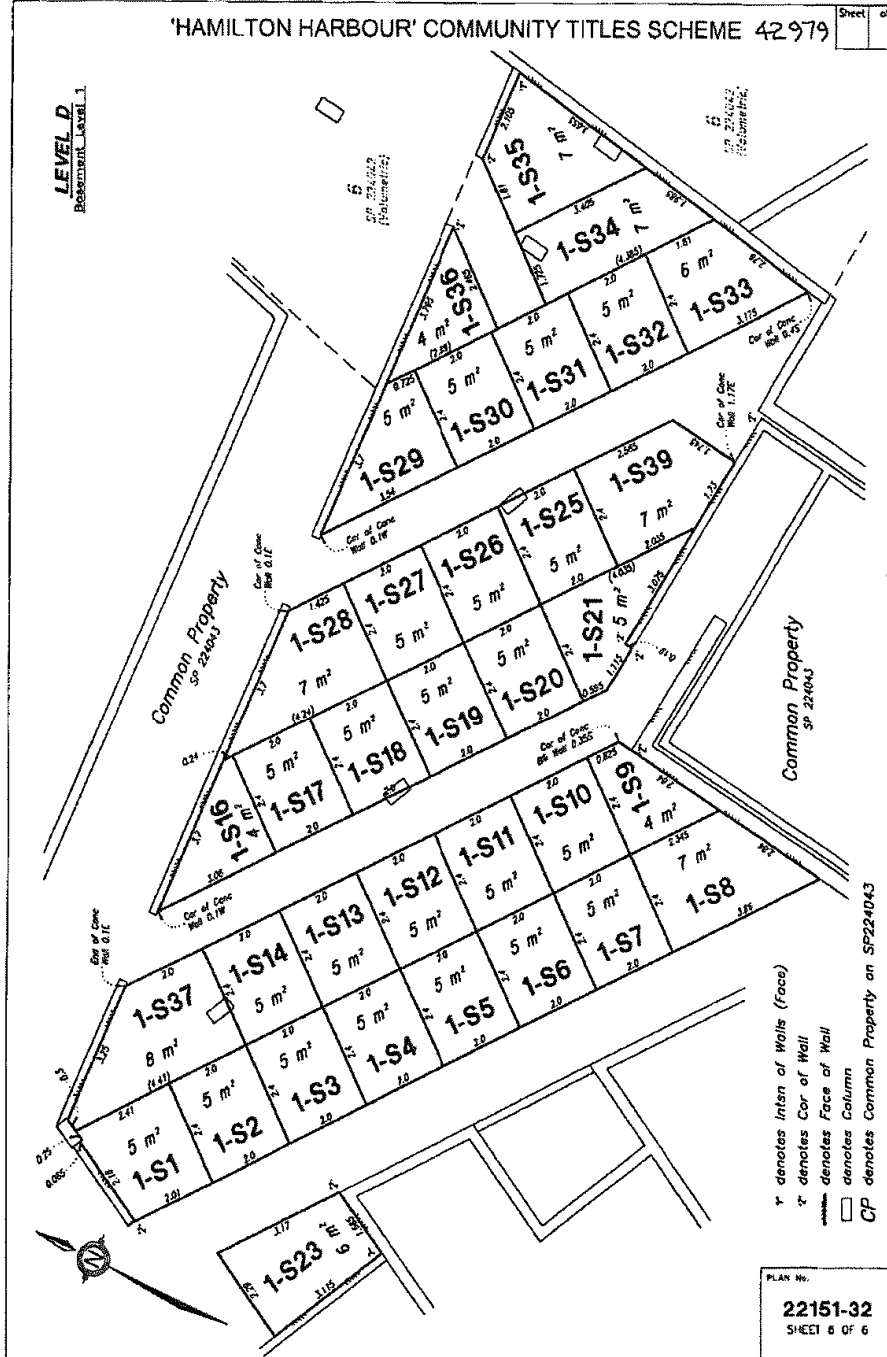








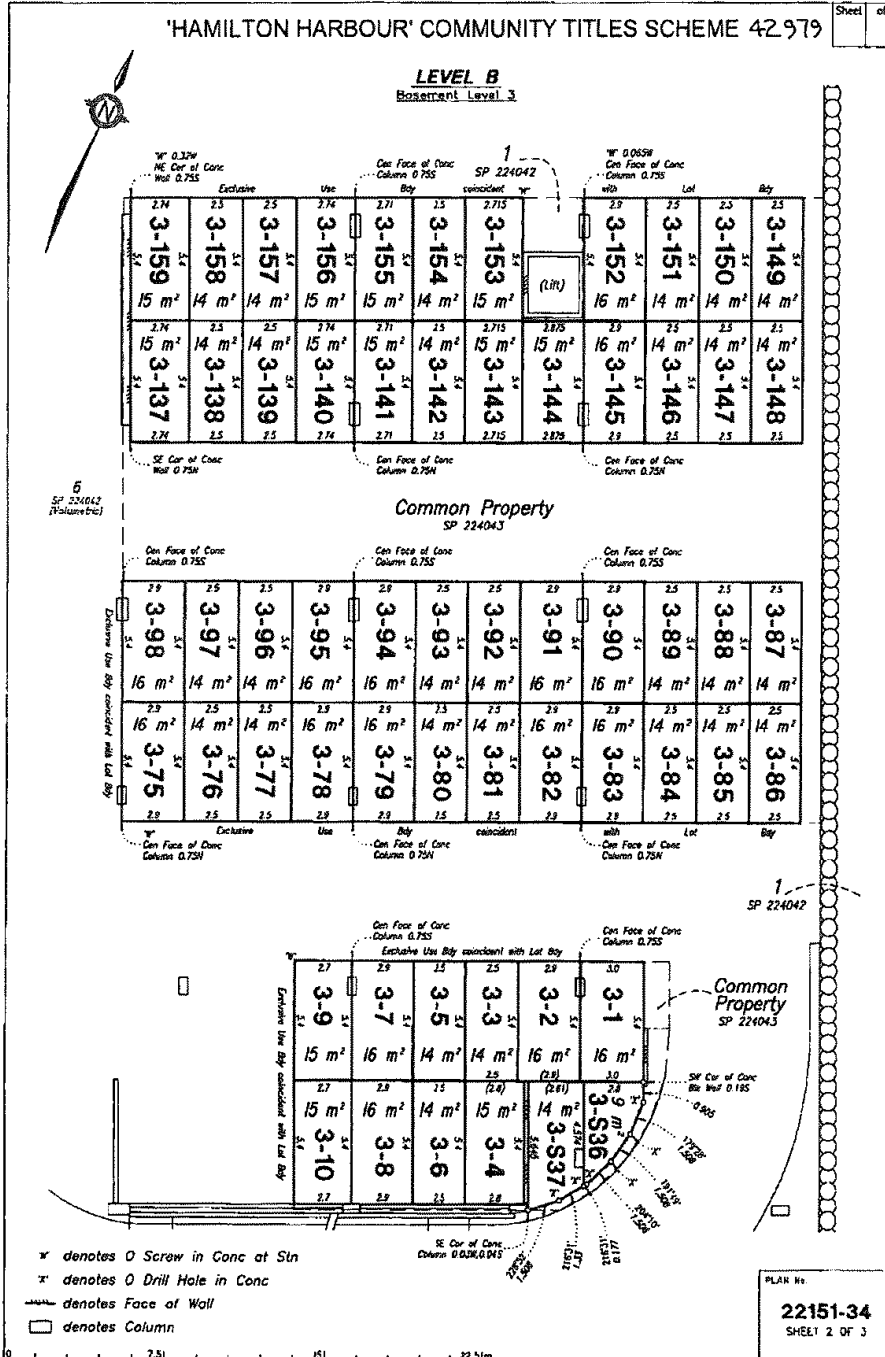




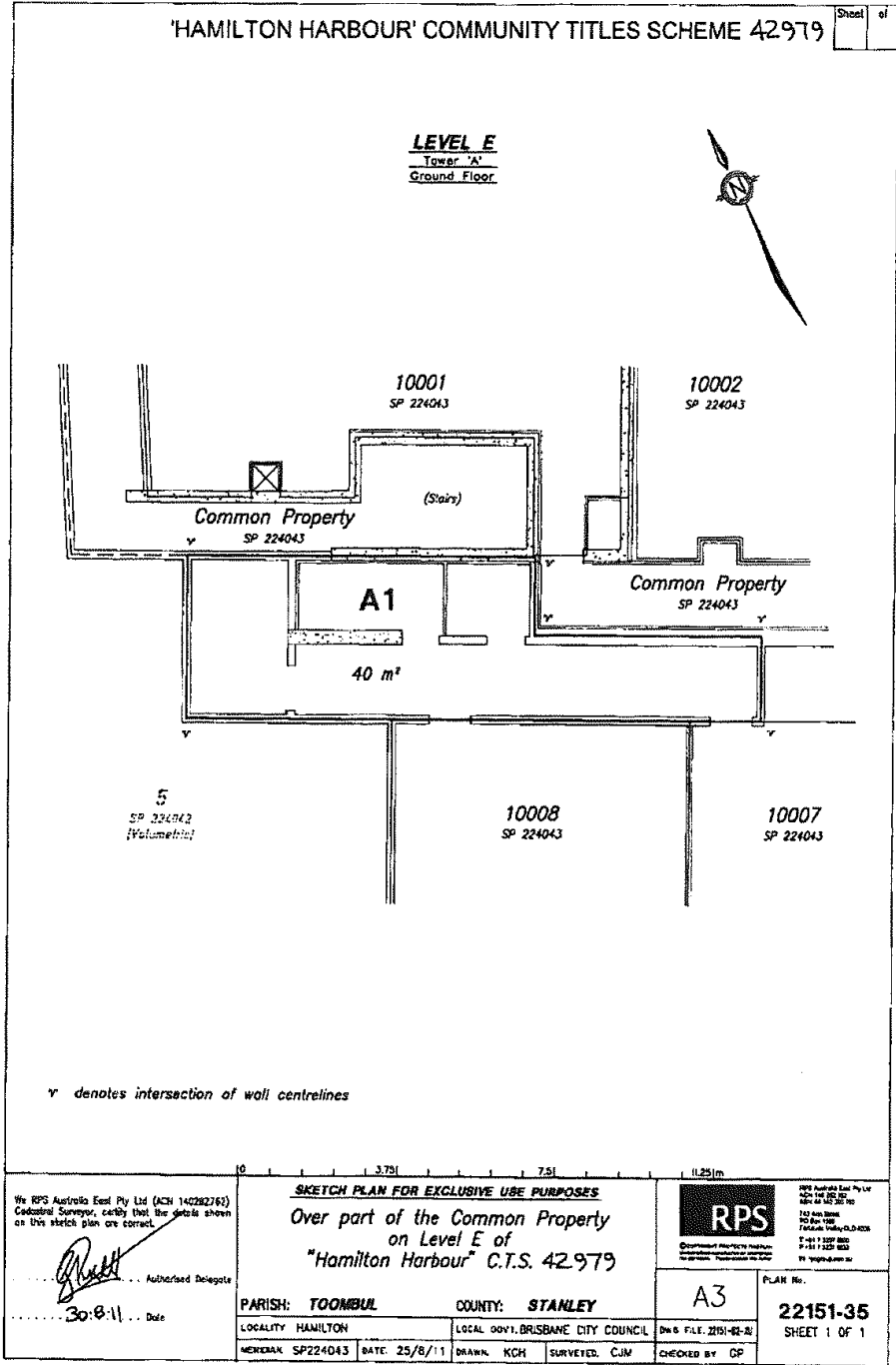




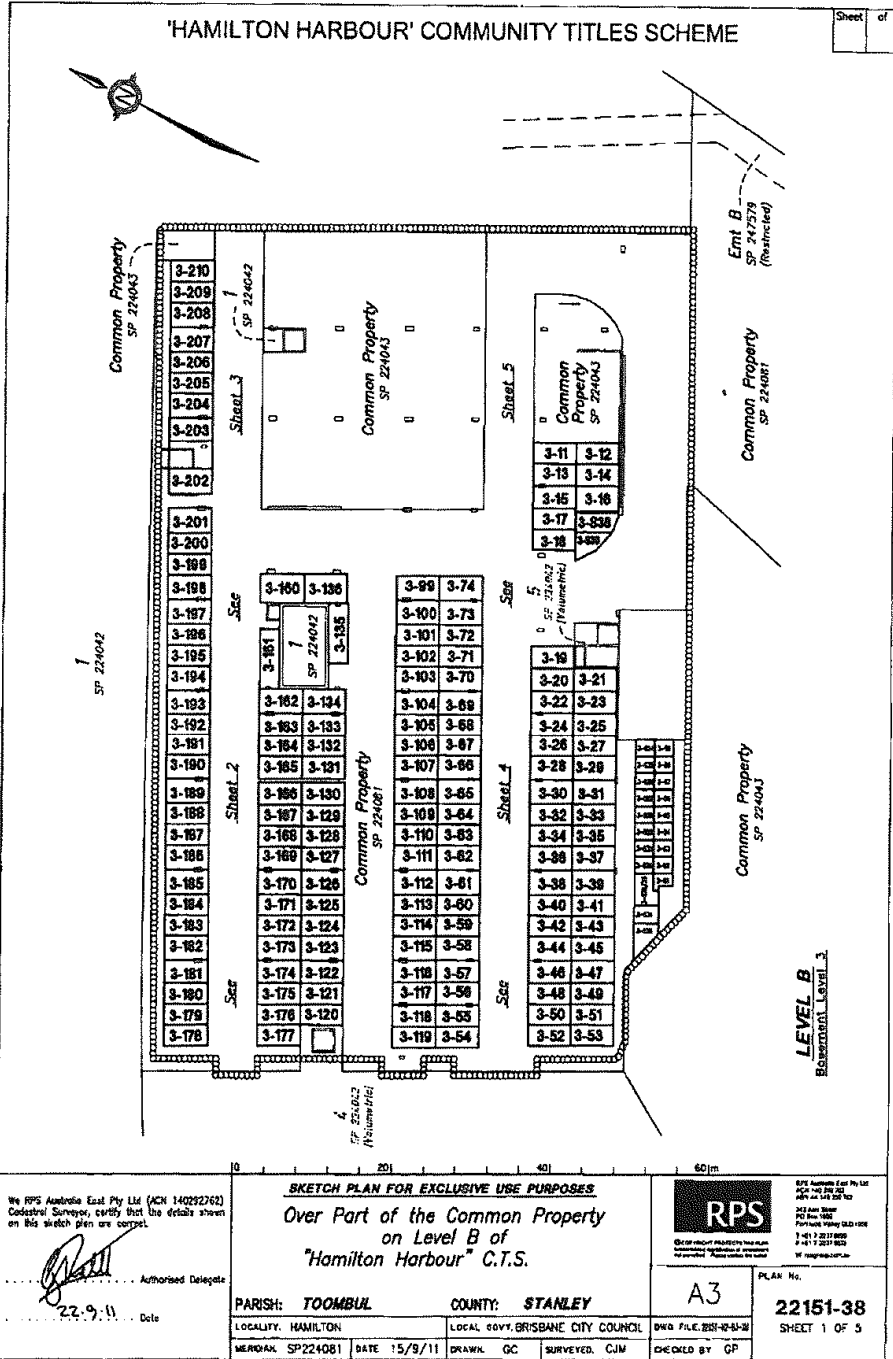












We RPS Australia East Pty Ltd (ACN 140292762) Cadastre Surveyors, certify that the details shown on this sketch plan are correct.

*[Signature]*  
 Authorised Delegate  
 22.9.11 Date

**SKETCH PLAN FOR EXCLUSIVE USE PURPOSES**  
 Over Part of the Common Property  
 on Level B of  
 "Hamilton Harbour" C.T.S.

PARISH: **TOOMBUL** COUNTY: **STANLEY**

LOCALITY: HAMILTON LOCAL GOVY: BRISBANE CITY COUNCIL

MERIDIAN: SP224081 DATE: 15/9/11 DRAWN: GC SURVEYED: CJM

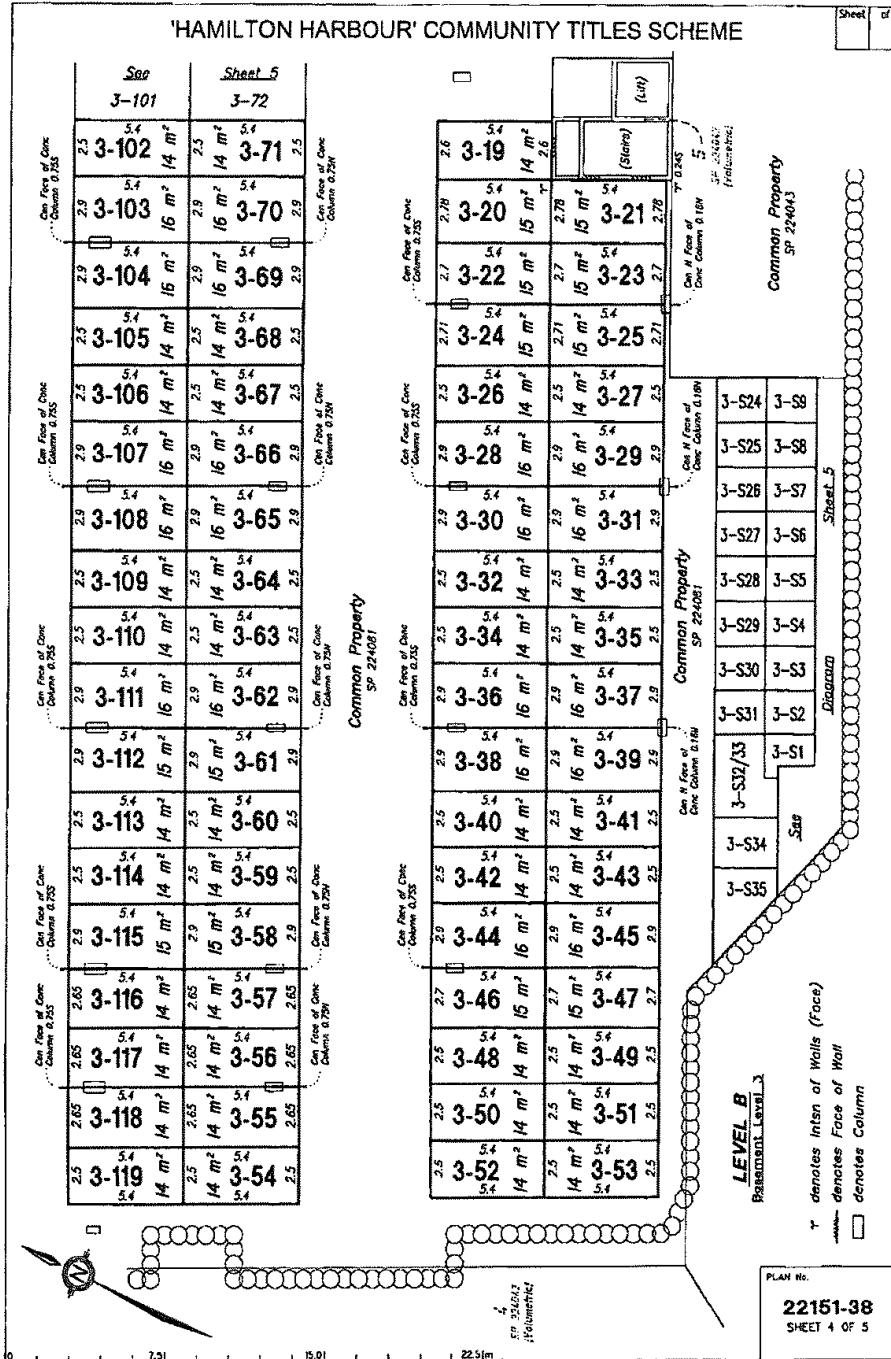
**RPS**  
 RPS Australia East Pty Ltd  
 ACN 140292762  
 2/2 Hill Street  
 PO Box 1000  
 Perth WA 6000  
 T: +61 8 2237 8000  
 F: +61 8 2237 8020  
 W: www.rps.com.au

**A3** PLAN No: **22151-38**  
 SHEET 1 OF 5

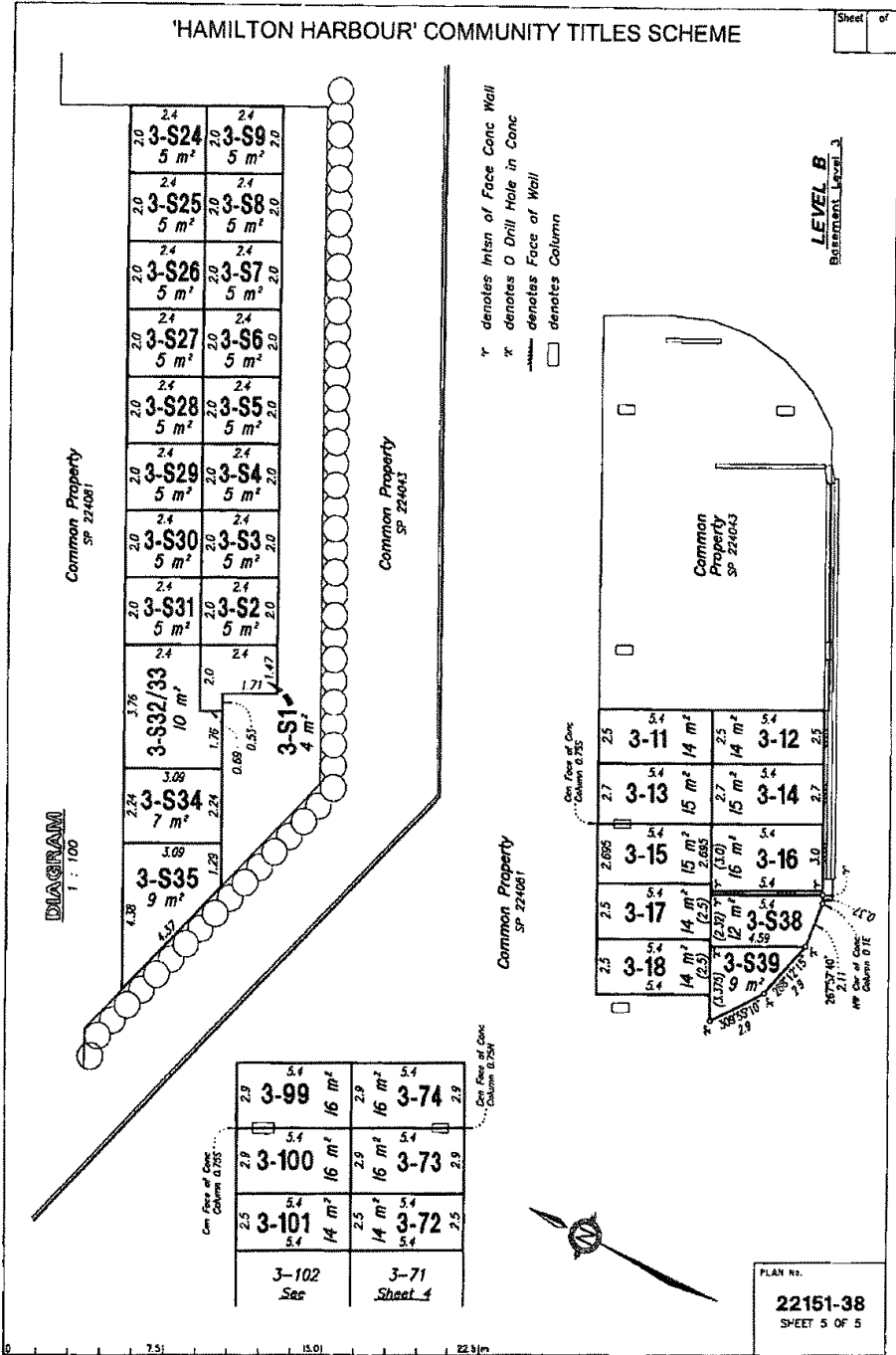
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 CHECKED BY: GP

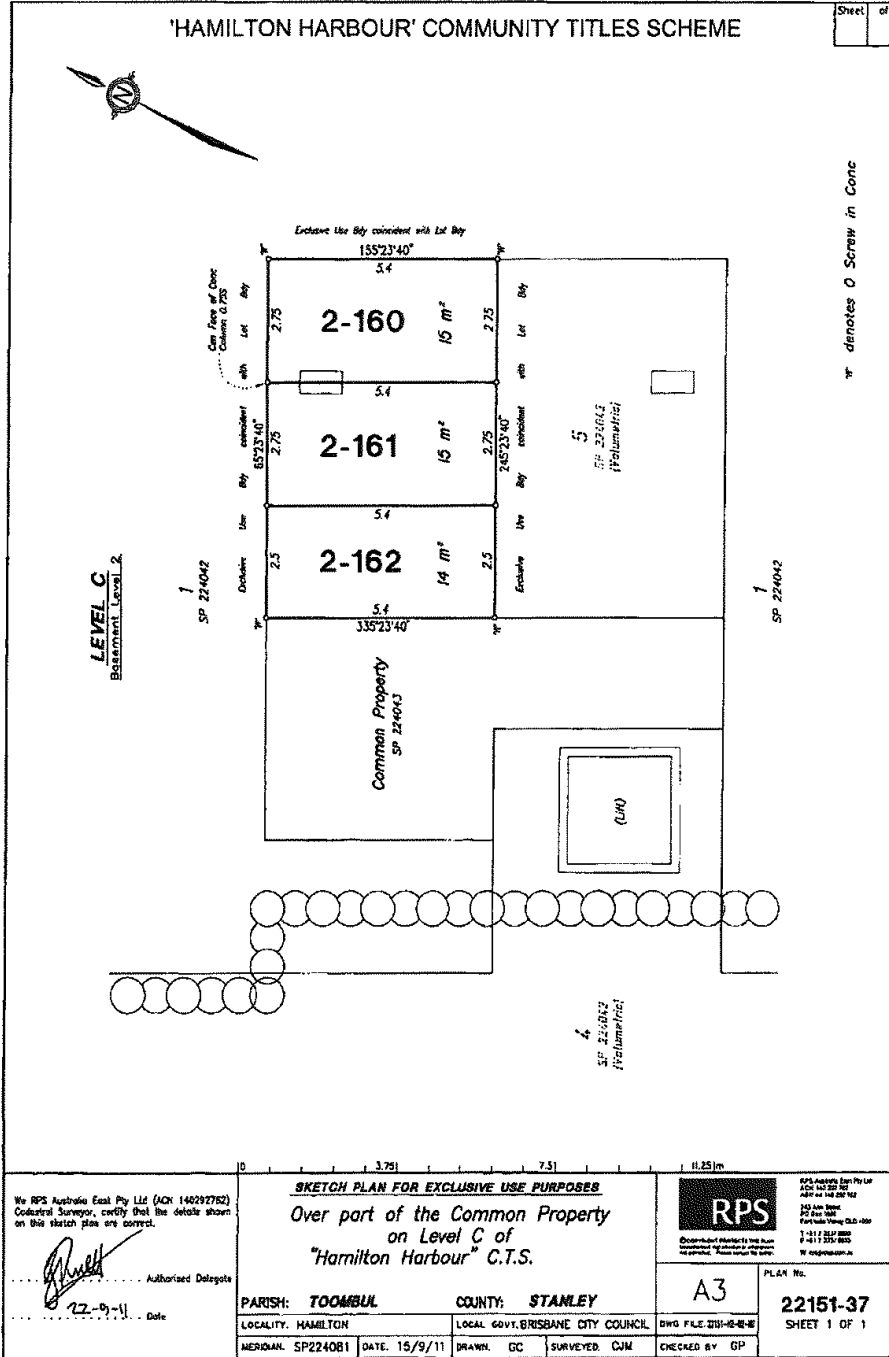












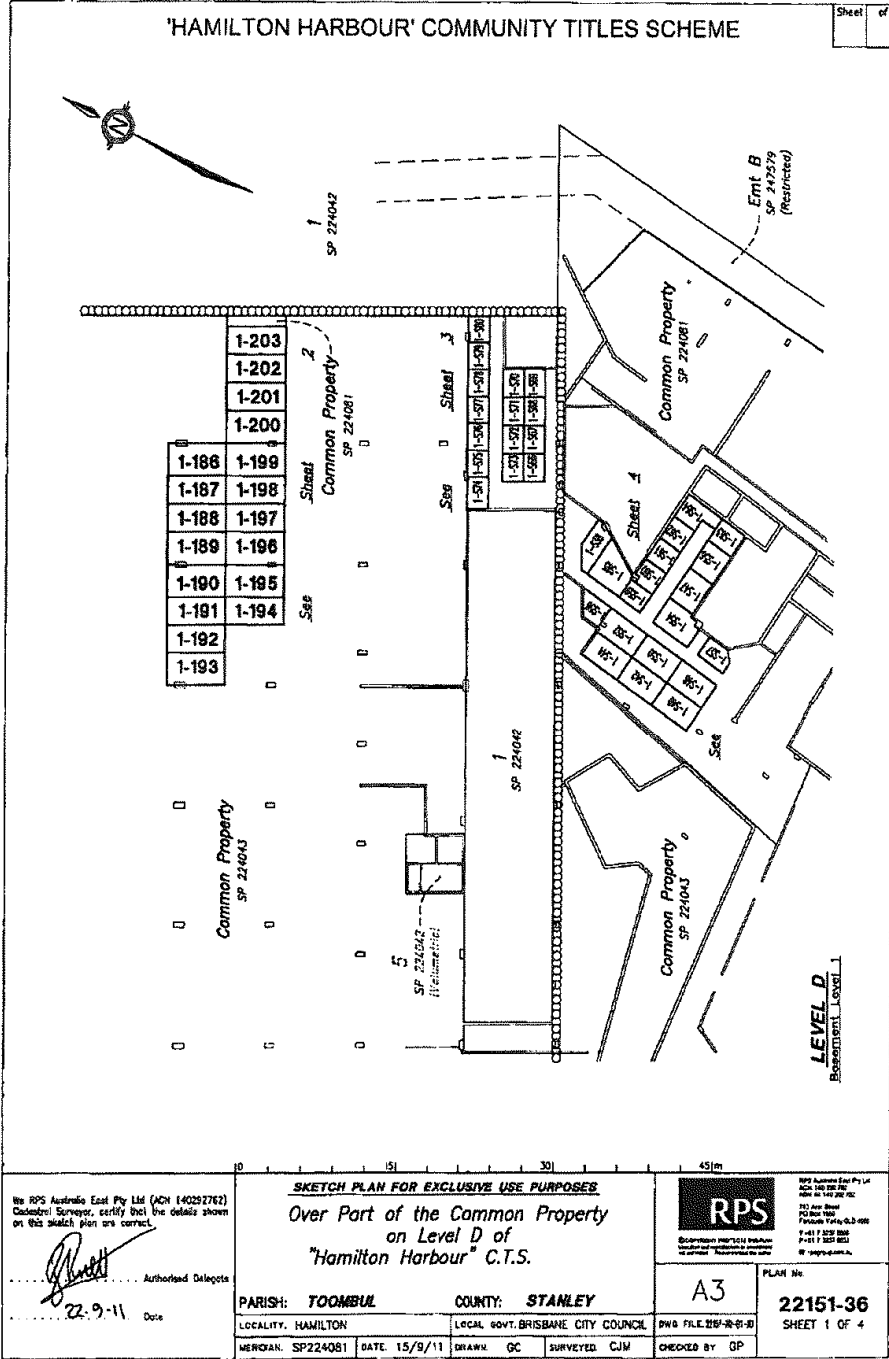
We RPS Australia East Pty Ltd (ACN 146292762) Cadastral Surveyor, certify that the details shown on this sketch plan are correct.

*[Signature]*  
 Authorised Delegate  
 22-09-11 Date

**SKETCH PLAN FOR EXCLUSIVE USE PURPOSES**  
 Over part of the Common Property  
 on Level C of  
 "Hamilton Harbour" C.T.S.

**RPS**  
 RPS Australia East Pty Ltd  
 ACN 146 292 762  
 22 Ave Road  
 PO Box 1000  
 Centenary Place, QLD 4000  
 1-311 357 888  
 9-311 357 888  
 W: rps.com.au

PARISH: <b>TOOMBUL</b>	COUNTY: <b>STANLEY</b>	PLA N No. <b>A3</b>
LOCALITY: <b>HAMILTON</b>	LOCAL GOV. <b>BRISBANE CITY COUNCIL</b>	DWG FILE: <b>22151-37</b>
MERIDIAN: <b>SP2240B1</b>	DATE: <b>15/9/11</b>	SHEET <b>1 OF 1</b>
DRAWN: <b>GC</b>	SURVEYED: <b>CJM</b>	CHECKED BY: <b>GP</b>



'HAMILTON HARBOUR' COMMUNITY TITLES SCHEME

Sheet of



1-203	
1-202	
1-201	
1-200	
1-188	1-199
1-187	1-198
1-188	1-197
1-189	1-196
1-190	1-195
1-191	1-194
1-192	
1-193	

1  
SP 224042

2  
Common Property  
SP 224081

3  
Sheet 3

4  
Sheet 4

5  
SP 224042  
(Volume 1)

Emit B  
SP 242579  
(Restricted)

LEVEL D  
Basement Level

We RPS Australia East Pty Ltd (ACN 140292762)  
Cadastral Surveyors, certify that the details shown  
on this sketch plan are correct.

*[Signature]*  
Authorized Delegate  
22.9.11 Date

SKETCH PLAN FOR EXCLUSIVE USE PURPOSES  
Over Part of the Common Property  
on Level D of  
'Hamilton Harbour' C.T.S.

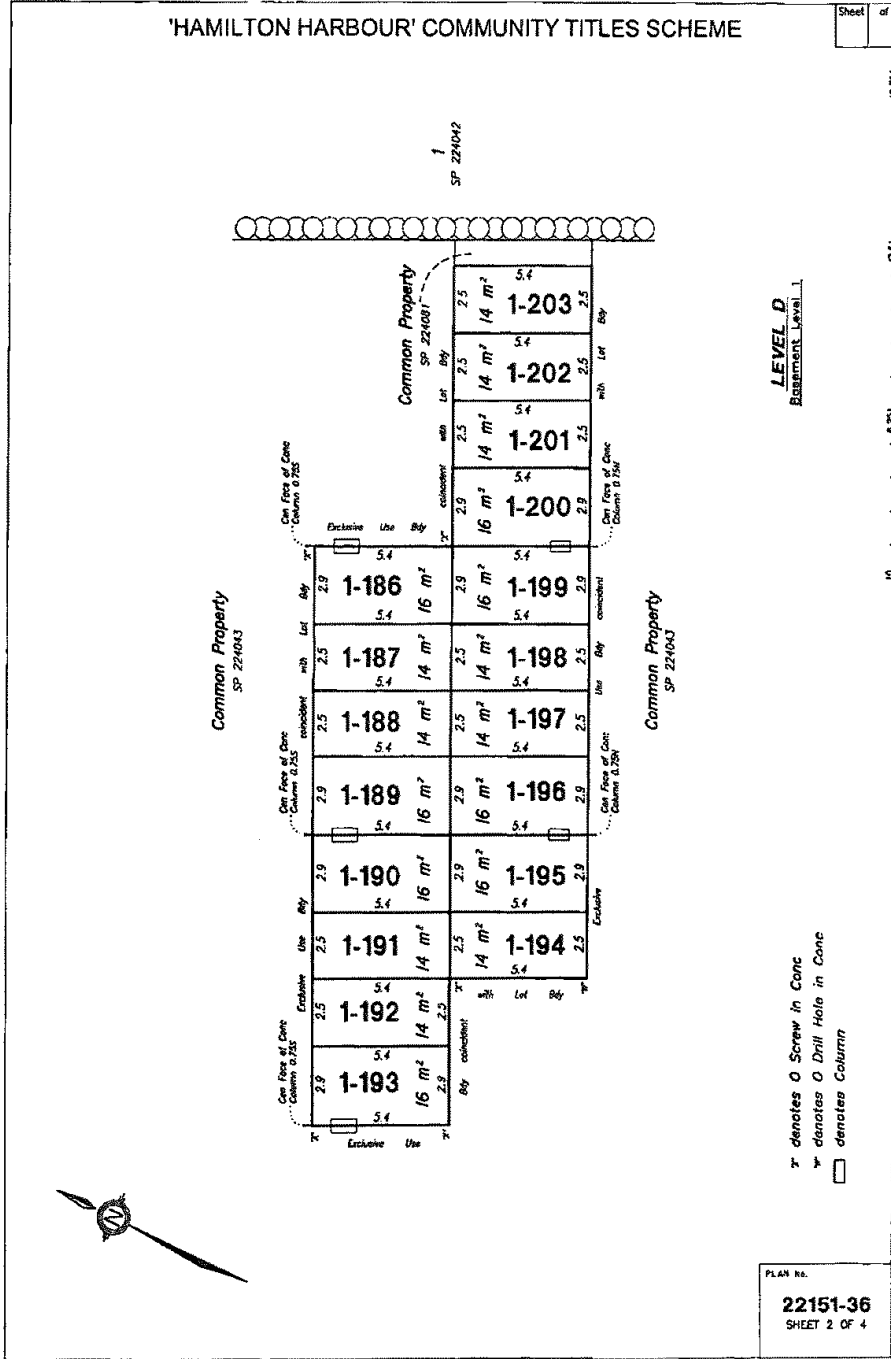


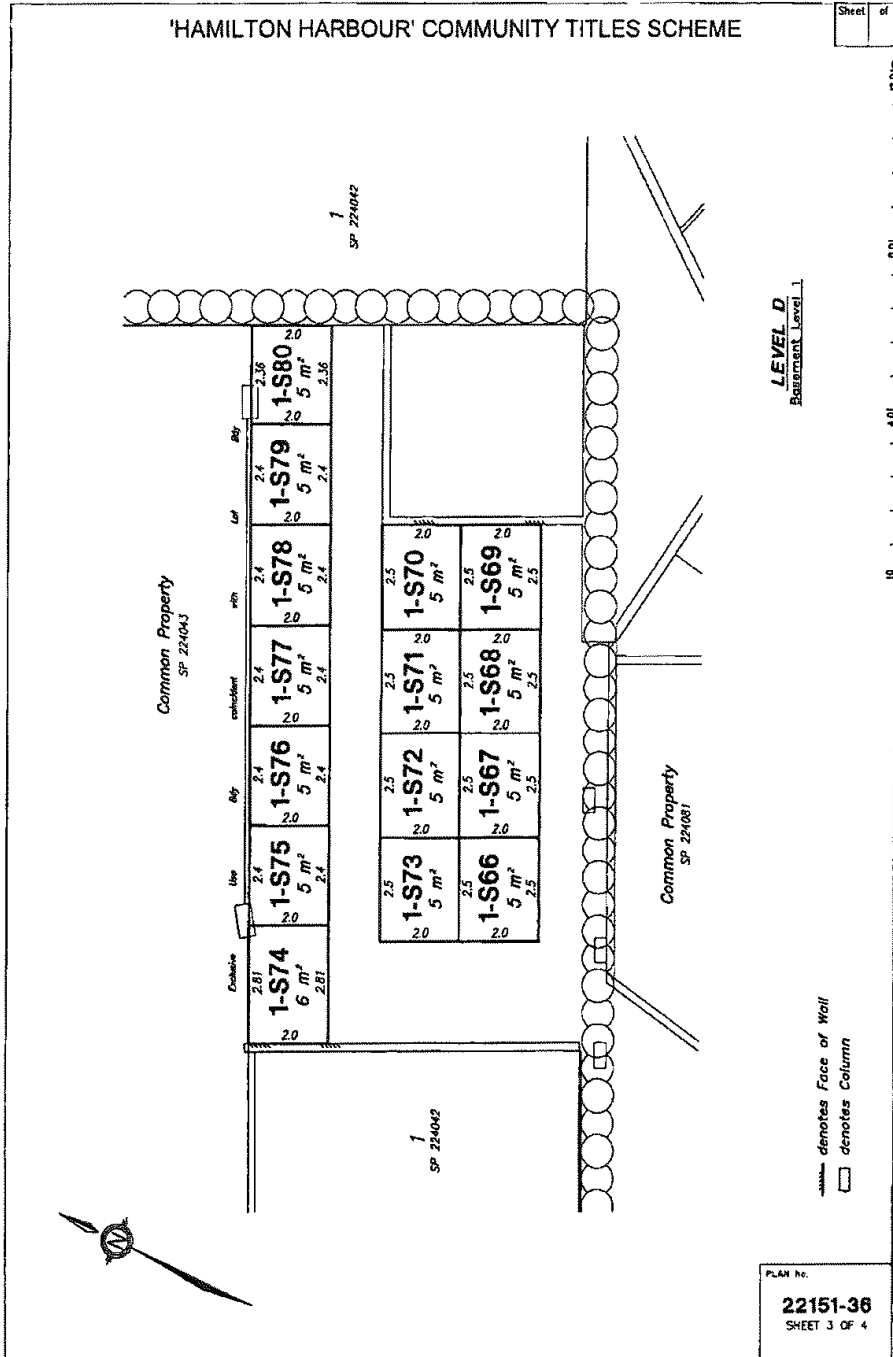
RPS Australia East Pty Ltd  
ACN 140292762  
22 Ann Street  
PO Box 100  
Parramatta NSW 2150  
T +61 2 9638 8888  
F +61 2 9638 8888  
E rps@rps.com.au

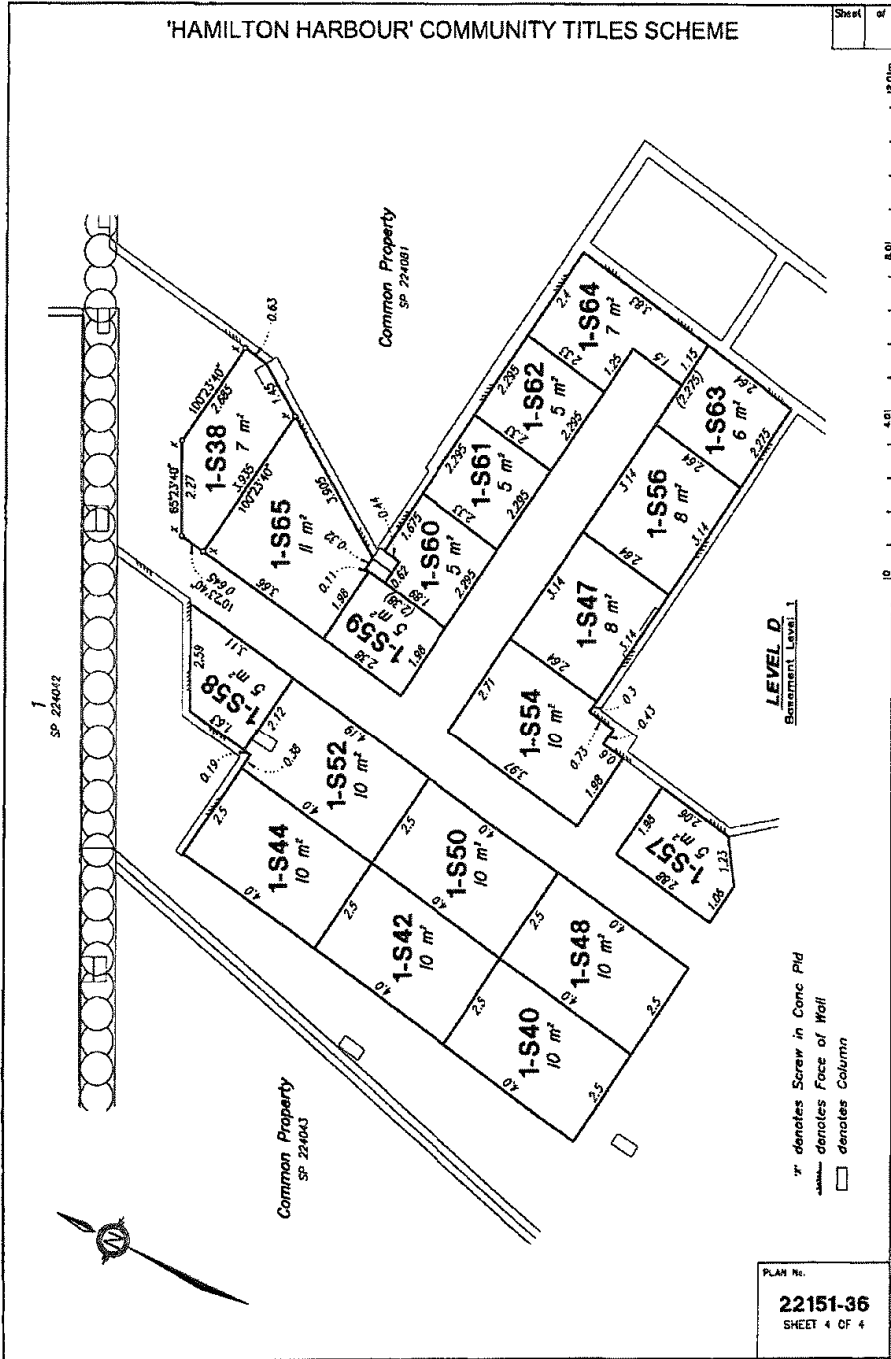
PARISH: TOOMBUL	COUNTY: STANLEY	A3	PLAN No: 22151-36
LOCALITY: HAMILTON	LOCAL GOVT: BRISBANE CITY COUNCIL	PWD FILE 22151-36	SHEET 1 OF 4
MERIDIAN: SP224081	DATE: 15/9/11	DRAWN: GC	SURVEYED: CJM
		CHECKED BY: GP	

'HAMILTON HARBOUR' COMMUNITY TITLES SCHEME

Sheet of







## Hamilton Harbour CTS 42979

8 Harbour Rd & 8 Hercules St Hamilton Qld 4007

### BALANCE SHEET

AS AT 19 FEBRUARY 2026

	ACTUAL 19/02/2026	ACTUAL 31/05/2025
<b><u>OWNERS FUND</u></b>		
Administrative Fund	224,486.69	251,157.53
Sinking Fund	4,138,587.87	4,051,570.38
<b><u>TOTAL</u></b>	<b><u>\$ 4,363,074.56</u></b>	<b><u>\$ 4,302,727.91</u></b>

#### **THESE FUNDS ARE REPRESENTED BY**

##### **CURRENT ASSETS**

Cash At Bank	569,301.17	342,381.84
Boq#23420788-Closed-291125	0.00	545,547.70
Boq#23437274-Exp260726-3.90%	985,577.94	938,198.90
Boq#23553760-Closed-201125	0.00	321,147.26
Boq#23369790-Closed-291125	0.00	534,819.89
Boq#23450750-Closed-131225	0.00	615,000.00
Nab#922836509-Exp210426-4.05%	220,000.00	0.00
Mbl#225104314-Exp080626-4.20%	550,000.00	0.00
Mbl#278483631-Exp101226-4.20%	550,000.00	0.00
Mbl#244072112-Exp111226-4.20%	650,000.00	0.00
Mbl#271991812-Exp070426-4.10%	325,000.00	615,000.00
Nab#510450538-Exp141026-4.00%	225,000.00	220,817.29
Boq#23403360-Closed-280925	0.00	216,878.03
Nab#887526571-Exp 150926-4.00%	630,000.00	0.00
Contributions In Arrears	23,952.96	16,056.11
Other Arrears	11,555.72	7,384.84
Sundry Debtors	0.00	127,232.32
Accrued Income	0.00	69,191.06
Prepayments	0.00	323,984.09
<b><u>UTILITIES ACCOUNTS</u></b>		
Utilities Bank Account	0.00	81,485.12
Utilities Final Debtors	(68,985.66)	(124,513.01)
<b><u>TOTAL ASSETS</u></b>	<b>4,671,402.13</b>	<b>4,850,611.44</b>

##### **LIABILITIES**

Gst Clearing A/C	(31,170.95)	(67,063.70)
Arrears Clearing Account	539.00	0.00
Provision For Income Tax	(50,717.00)	(4,802.00)



## Hamilton Harbour CTS 42979

8 Harbour Rd & 8 Hercules St Hamilton Qld 4007

### BALANCE SHEET

AS AT 19 FEBRUARY 2026

	ACTUAL 19/02/2026	ACTUAL 31/05/2025
Creditors	29,458.00	157.00
Accruals	0.00	169,269.58
Income In Advance	0.00	1,716.60
Next Year Discount	0.00	(71,024.68)
Contributions In Advance	342,523.46	492,490.53
Other Payments In Advance	17,695.06	27,140.20
<b><u>TOTAL LIABILITIES</u></b>	<b>308,327.57</b>	<b>547,883.53</b>
<b><u>NET ASSETS</u></b>	<b><u>\$ 4,363,074.56</u></b>	<b><u>\$ 4,302,727.91</u></b>



## Hamilton Harbour CTS 42979

8 Harbour Rd & 8 Hercules St Hamilton Qld 4007

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2025 TO 19 FEBRUARY 2026

	ACTUAL 01/06/25-19/02/26	BUDGET 01/06/25-31/05/26	VARIANCE %	ACTUAL 01/06/24-31/05/25
<b><u>ADMINISTRATIVE FUND</u></b>				
<b><u>INCOME</u></b>				
Contributions - Admin Fund	1,650,024.60	2,300,000.00	71.74	2,000,597.40
Discount - Admin Fund	(262,915.03)	(345,000.00)	76.21	(277,716.53)
Insurance Reimbursement	127,622.50	180,000.00	70.90	150,009.56
Cirrus Hire Of Common Pty - Nm	8,731.32	6,750.00	129.35	6,760.41
Interest On Overdue Levies	4,945.52	0.00		5,809.19
<b>TOTAL ADMIN. FUND INCOME</b>	<b>1,528,408.91</b>	<b>2,141,750.00</b>		<b>1,885,460.03</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>				
<b><u>ACCOUNTING FEES</u></b>				
Audit Fees	300.00	11,000.00	2.73	10,320.00
<b><u>ADMINISTRATION FEES</u></b>				
Administration Fees	39,524.65	49,000.00	80.66	47,481.23
Administration Fees - Other	2,152.30	1,500.00	143.49	1,322.95
Disbursements - Contract	41,101.72	51,000.00	80.59	49,195.56
Disbursements - Other	1,689.75	1,500.00	112.65	1,224.15
<b><u>BANKING FEES</u></b>				
Transaction Fee	1,263.19	2,000.00	63.16	1,783.73
Investment Fee	1,280.00	1,300.00	98.46	1,225.00
<b><u>BMS</u></b>				
Bms Contributions	71,348.18	250,000.00	28.54	171,752.73
<b><u>CARETAKING FEES</u></b>				
Caretaker	629,350.60	916,000.00	68.71	885,395.55
Caretaker - Telephone/Internet	260.13	0.00		0.00
<b><u>CLEANING</u></b>				
Cleaning	7,507.16	13,600.00	55.20	13,133.64
Cleaning - Bin Service	126.08	0.00		0.00
Cleaning - Carpets	9,701.82	18,500.00	52.44	17,264.44
Cleaning - Garbage Chute	3,976.00	8,000.00	49.70	7,240.00
Cleaning - Materials	8,429.95	16,000.00	52.69	12,007.37
Cleaning - Windows	20,054.10	39,000.00	51.42	19,470.00
Cleaning - Washdown Bldng	2,350.00	50,000.00	4.70	49,560.00
<b><u>COMMON UTILITIES</u></b>				
Electricity - Government Rebat	(11,000.00)	0.00	0.00	0.00

## Hamilton Harbour CTS 42979

8 Harbour Rd & 8 Hercules St Hamilton Qld 4007

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2025 TO 19 FEBRUARY 2026

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/06/25-19/02/26	01/06/25-31/05/26	%	01/06/24-31/05/25
Water Consumption	57,539.86	85,000.00	67.69	72,055.28
Backflow Registration	2,783.28	0.00		0.00
<b><u>FIRE CONTROL</u></b>				
Fire - Contract	9,266.78	14,000.00	66.19	12,783.96
Fire - Repairs & Maintenance	22,861.52	50,000.00	45.72	46,273.47
<b><u>GENERAL MAINTENANCE</u></b>				
R & M - A/C Contract	26,280.59	67,600.00	38.88	65,326.13
R & M - A/C Repairs	50,979.16	30,000.00	169.93	26,674.95
R & M - Contribution A/C Maint	(42,473.76)	(120,000.00)	35.39	(55,260.27)
R & M - Bin Chute Contract	730.00	10,000.00	7.30	7,028.30
R & M - Building	20,674.46	30,000.00	68.91	20,756.93
R & M - Doors	2,586.42	0.00		0.00
R & M - Electrical	2,717.34	22,500.00	12.08	11,056.94
R & M - Gardens & Grounds	11,728.69	5,000.00	234.57	4,716.92
R & M - Intercom System	9,529.18	5,000.00	190.58	760.00
R & M - Plumbing	22,203.00	30,000.00	74.01	20,089.62
R & M - Plumbing Contract	0.00	15,000.00	0.00	7,614.00
R & M - Security Equipment	5,544.00	6,000.00	92.40	5,364.00
<b><u>INSURANCE</u></b>				
Insurance - Building	278,322.75	292,000.00	95.32	189,495.82
Insurance - Stamp Duty	26,067.62	26,100.00	99.88	18,180.43
Insurance - Workers Comp.	181.82	200.00	90.91	181.82
Insurance - All Other Premiums	0.00	17,500.00	0.00	14,000.00
Insurance - Vol Lots	0.00	28,000.00	0.00	23,531.30
Insurance - Vol Lots Recovery	0.00	(28,000.00)	0.00	(23,531.30)
<b><u>INSURANCE CLAIMS</u></b>				
Insurance Claims - Expenses	740.00	0.00		64,587.00
<b><u>LIFT EXPENSES</u></b>				
Lift - Service & Maintenance	11,307.20	20,000.00	56.54	6,901.31
Lift Expense Reimburse	(682.84)	(8,500.00)	8.03	(991.63)
Lift - Telephone	422.50	900.00	46.94	863.87
Lift - Contract	36,341.01	50,000.00	72.68	47,946.58
<b><u>PEST CONTROL</u></b>				
Pest Control	7,440.00	5,500.00	135.27	5,303.64
<b><u>POOL &amp; SAUNA</u></b>				



## Hamilton Harbour CTS 42979

8 Harbour Rd & 8 Hercules St Hamilton Qld 4007

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2025 TO 19 FEBRUARY 2026

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/06/25-19/02/26	01/06/25-31/05/26	%	01/06/24-31/05/25
Pool - Chemicals	3,706.24	8,000.00	46.33	3,837.19
Pool - Repairs & Maint.	7,270.68	10,000.00	72.71	6,637.51
<b><u>PROFESSIONAL FEES</u></b>				
Consultants Fees	1,700.00	5,200.00	32.69	5,020.00
Debt Collection	309.31	500.00	61.86	85.00
Software / Subscription	13,645.92	16,000.00	85.29	10,962.66
Legal Fees	3,030.98	5,000.00	60.62	3,772.66
Contractor Compliance	0.00	100.00	0.00	88.69
<b><u>SECURITY</u></b>				
Security Service	12,628.23	15,000.00	84.19	14,083.88
<b><u>SUNDRY</u></b>				
Bad Debts Written Off	0.00	0.00	0.00	11,868.18
<b><u>UTILITIES ACCOUNTS</u></b>				
Billing Admin Fees	0.00	0.00	0.00	58,464.32
Billing Admin Recoveries	0.00	0.00	0.00	(57,640.49)
Electricity Bulk Bills	120,282.18	180,000.00	66.82	245,922.60
Electricity Recoveries	0.00	0.00	0.00	(229,432.99)
Gas Bulk Bills	0.00	95,000.00	0.00	78,330.95
Gas Recoveries	0.00	(95,000.00)	0.00	(78,599.35)
Hot Water (Serviced)	24,931.88	100,000.00	24.93	98,021.88
Hot Water Recovery	(24,931.88)	(100,000.00)	24.93	(85,090.41)
<b><u>TOTAL ADMIN. EXPENDITURE</u></b>	<b>1,555,079.75</b>	<b>2,322,000.00</b>		<b>1,966,417.70</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ (26,670.84)</b>	<b>\$ (180,250.00)</b>		<b>\$ (80,957.67)</b>
Opening Admin Balance	251,157.53	251,157.53	100.00	332,115.20
<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b>\$ 224,486.69</b>	<b>\$ 70,907.53</b>		<b>\$ 251,157.53</b>



## Hamilton Harbour CTS 42979

8 Harbour Rd & 8 Hercules St Hamilton Qld 4007

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2025 TO 19 FEBRUARY 2026

	ACTUAL 01/06/25-19/02/26	BUDGET 01/06/25-31/05/26	VARIANCE %	ACTUAL 01/06/24-31/05/25
<b><u>SINKING FUND</u></b>				
<b><u>INCOME</u></b>				
Contributions - Sinking Fund	598,129.50	882,500.00	67.78	627,638.40
Discount - Sinking Fund	(96,774.21)	(139,375.00)	69.43	(86,580.47)
Interest Received	68,171.97	150,000.00	45.45	203,288.84
<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>569,527.26</b>	<b>893,125.00</b>		<b>744,346.77</b>
<b><u>EXPENDITURE - SINKING FUND</u></b>				
Airconditioning	53,059.82	50,000.00	106.12	221,744.98
Building Repairs	117,135.84	100,000.00	117.14	19,222.84
Electrical	37,600.54	40,000.00	94.00	37,400.00
Fire Control	8,057.29	0.00		0.00
Gardens & Grounds	9,702.13	15,000.00	64.68	5,110.30
Lifts	1,875.00	0.00		0.00
Painting	2,080.00	250,000.00	0.83	8,512.27
Plant & Equipment	40,750.00	50,000.00	81.50	23,170.00
Plumbing	194,663.55	80,000.00	243.33	77,710.35
Pool	15,545.60	15,000.00	103.64	7,986.36
Income Tax	0.00	40,000.00	0.00	38,551.49
Signage	2,040.00	0.00		0.00
Access Control System	0.00	50,000.00	0.00	35,050.33
<b><u>TOTAL SINK. FUND EXPENDITURE</u></b>	<b>482,509.77</b>	<b>690,000.00</b>		<b>474,458.92</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b><u>\$ 87,017.49</u></b>	<b><u>\$ 203,125.00</u></b>		<b><u>\$ 269,887.85</u></b>
Opening Sinking Fund Balance	4,051,570.38	4,051,570.38	100.00	3,781,682.53
<b><u>SINKING FUND BALANCE</u></b>	<b><u>\$ 4,138,587.87</u></b>	<b><u>\$ 4,254,695.38</u></b>		<b><u>\$ 4,051,570.38</u></b>

QUEENSLAND TITLES REGISTRY  
Land Title Act 1994, Land Act 1994

**GENERAL REQUEST**

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

**724434089**  
EL 470 \$116.04  
23/10/2025 10:08:50

ing Number

**OFFICE USE ONLY**

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

<b>1. Nature of request</b>	<b>Lodger</b> (Name, address, E-mail & phone number)	<b>Lodger Code</b>
Request to record new Community Management Statement for Hamilton Harbour Community Titles Scheme 42979	Redchip Lawyers ph: 3223 6100	BE2805

<b>2. Lot on Plan Description</b>	<b>Title Reference</b>
Common Property of Hamilton Harbour Community Titles Scheme 42979	50858851

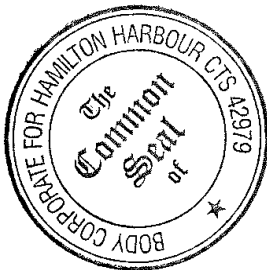
**3. Registered Proprietor/State Lessee**  
Body Corporate for Hamilton Harbour Community Titles Scheme 42979

**4. Interest**  
NOT APPLICABLE

**5. Applicant**  
Body Corporate for Hamilton Harbour Community Titles Scheme 42979

**6. Request**  
I hereby request that: the New Community Management Statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the New Community Management Statement for Hamilton Harbour Community Titles Scheme 42979.

**7. Execution by applicant**  
  
Body Corporate for Hamilton Harbour Community Titles Scheme 42979



17/10/2025  
Execution Date

.....  
**Applicant's Signature**  
Chairperson / Secretary

.....  
**Applicant's Signature**  
Committee member

42979

REGISTRY  
Community

NEW COMMUNITY MANAGEMENT STATEMENT

NEW CMS Version 1  
Page 1 of 77

THIS CMS MUST BE DEPOSITED WITH:

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

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

*Office use only*  
CMS LABEL NUMBER

This statement incorporates and must include the following:

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

<b>1. Name (including number) of CTS</b> Hamilton Harbour Community Titles Scheme 42979	<b>2. Regulation module</b> ACCOMMODATION MODULE
<b>3. Name of body corporate</b> Body Corporate for Hamilton Harbour Community Titles Scheme 42979	
<b>4. Scheme land</b> Lot on Plan Description Common Property for Hamilton Harbour Community Titles Scheme 42979 See Enlarged Panel	<b>3. Title Reference</b> 50858851
<b>5. Name and address of original owner</b> NOT APPLICABLE	<b>6. Reference to plan lodged with this statement (if applicable)</b> 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*.

\*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.

1. Community Titles Scheme (CTS) Name	CTS Number
Hamilton Harbour	42979
2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Accommodation Module	CMS

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

Signature		Signature	
Signer Name	Stuart Scott	Signer Name	Michael Farwell
Signer Authority	Chairperson	Signer Authority	Treasurer
Entity (if applicable)		Entity (if applicable)	
Execution Date	17/10/2025	Execution Date	17/10/2025

\*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.

## Title Reference 50858851

**4. Scheme Land****Lot on Plan Description**

Lots 10001 to 10008, 10101 to 10114, 10201 to 10214, 10301 to 10314, 10401 to 10414, 10501 to 10514, 10601 to 10614, 10701 to 10713, 10801 to 10813, 10901 to 10913, 11001 to 11012, 11101 to 11112, 11201 to 11212, 11301 to 11312, 11401 to 11412, 11501 to 11512, 11601 to 11612, 11701 to 11709, 11801 to 11809, 11901 to 11909, 12001 to 12009, and 12101 to 12109 (inclusive) on SP 224043

Lots 20001 – 20011, 20101 – 20112, 20201 – 20212, 20301 – 20312, 20401 – 20412, 20501 – 20512, 20601 – 20612, 20701 – 20712, 20801 – 20812, 20901 – 20912, 21001 – 21011, 21101 – 21111, 21201 – 21211, 21301 – 21311, 21401 – 21411, 21501 – 21511, 21601 – 21610, 21701 – 21710 and 21801 – 21810 (inclusive) on SP 224081

**Title Reference**

50858852 to 50859111  
(inclusive)

50863689 to 50863903  
(inclusive)



<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
-------------------	-------------------------------------

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 10001 on SP 224043	43	36
Lot 10002 on SP 224043	39	21
Lot 10003 on SP 224043	40	23
Lot 10004 on SP 224043	40	23
Lot 10005 on SP 224043	45	42
Lot 10006 on SP 224043	49	63
Lot 10007 on SP 224043	49	63
Lot 10008 on SP 224043	45	34
Lot 10101 on SP 224043	45	39
Lot 10102 on SP 224043	39	21
Lot 10103 on SP 224043	39	22
Lot 10104 on SP 224043	39	22
Lot 10105 on SP 224043	39	23
Lot 10106 on SP 224043	42	39
Lot 10107 on SP 224043	39	24
Lot 10108 on SP 224043	40	30
Lot 10109 on SP 224043	43	30
Lot 10110 on SP 224043	43	30
Lot 10111 on SP 224043	43	32
Lot 10112 on SP 224043	42	26
Lot 10113 on SP 224043	43	34
Lot 10114 on SP 224043	40	32
Lot 10201 on SP 224043	42	38
Lot 10202 on SP 224043	39	21
Lot 10203 on SP 224043	39	22
Lot 10204 on SP 224043	39	22
Lot 10205 on SP 224043	39	21

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 10206 on SP 224043	42	39
Lot 10207 on SP 224043	39	24
Lot 10208 on SP 224043	40	30
Lot 10209 on SP 224043	40	29
Lot 10210 on SP 224043	40	29
Lot 10211 on SP 224043	40	30
Lot 10212 on SP 224043	39	24
Lot 10213 on SP 224043	40	32
Lot 10214 on SP 224043	40	33
Lot 10301 on SP 224043	42	39
Lot 10302 on SP 224043	39	21
Lot 10303 on SP 224043	39	23
Lot 10304 on SP 224043	39	23
Lot 10305 on SP 224043	39	21
Lot 10306 on SP 224043	42	40
Lot 10307 on SP 224043	39	24
Lot 10308 on SP 224043	40	31
Lot 10309 on SP 224043	40	29
Lot 10310 on SP 224043	40	29
Lot 10311 on SP 224043	40	30
Lot 10312 on SP 224043	39	24
Lot 10313 on SP 224043	40	33
Lot 10314 on SP 224043	40	34
Lot 10401 on SP 224043	42	39
Lot 10402 on SP 224043	39	22
Lot 10403 on SP 224043	39	23
Lot 10404 on SP 224043	39	23
Lot 10405 on SP 224043	39	22

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 10406 on SP 224043	42	40
Lot 10407 on SP 224043	39	25
Lot 10408 on SP 224043	40	32
Lot 10409 on SP 224043	40	29
Lot 10410 on SP 224043	40	29
Lot 10411 on SP 224043	40	31
Lot 10412 on SP 224043	39	24
Lot 10413 on SP 224043	40	33
Lot 10414 on SP 224043	40	34
Lot 10501 on SP 224043	42	39
Lot 10502 on SP 224043	39	22
Lot 10503 on SP 224043	39	23
Lot 10504 on SP 224043	39	23
Lot 10505 on SP 224043	39	22
Lot 10506 on SP 224043	42	40
Lot 10507 on SP 224043	39	25
Lot 10508 on SP 224043	40	32
Lot 10509 on SP 224043	40	30
Lot 10510 on SP 224043	40	30
Lot 10511 on SP 224043	40	32
Lot 10512 on SP 224043	39	25
Lot 10513 on SP 224043	40	34
Lot 10514 on SP 224043	40	34
Lot 10601 on SP 224043	42	39
Lot 10602 on SP 224043	39	22
Lot 10603 on SP 224043	39	23
Lot 10604 on SP 224043	39	23
Lot 10605 on SP 224043	39	23

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 10606 on SP 224043	42	41
Lot 10607 on SP 224043	39	26
Lot 10608 on SP 224043	40	32
Lot 10609 on SP 224043	40	30
Lot 10610 on SP 224043	40	30
Lot 10611 on SP 224043	40	32
Lot 10612 on SP 224043	39	25
Lot 10613 on SP 224043	40	34
Lot 10614 on SP 224043	40	35
Lot 10701 on SP 224043	42	40
Lot 10702 on SP 224043	39	22
Lot 10703 on SP 224043	39	23
Lot 10704 on SP 224043	39	23
Lot 10705 on SP 224043	39	23
Lot 10706 on SP 224043	42	41
Lot 10707 on SP 224043	43	48
Lot 10708 on SP 224043	42	44
Lot 10709 on SP 224043	40	30
Lot 10710 on SP 224043	40	30
Lot 10711 on SP 224043	40	32
Lot 10712 on SP 224043	39	26
Lot 10713 on SP 224043	40	34
Lot 10801 on SP 224043	42	40
Lot 10802 on SP 224043	39	22
Lot 10803 on SP 224043	39	23
Lot 10804 on SP 224043	39	23
Lot 10805 on SP 224043	39	22
Lot 10806 on SP 224043	42	41

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 10807 on SP 224043	43	48
Lot 10808 on SP 224043	42	44
Lot 10809 on SP 224043	40	31
Lot 10810 on SP 224043	40	31
Lot 10811 on SP 224043	40	32
Lot 10812 on SP 224043	39	26
Lot 10813 on SP 224043	40	35
Lot 10901 on SP 224043	42	41
Lot 10902 on SP 224043	39	22
Lot 10903 on SP 224043	39	24
Lot 10904 on SP 224043	39	24
Lot 10905 on SP 224043	39	22
Lot 10906 on SP 224043	42	42
Lot 10907 on SP 224043	43	48
Lot 10908 on SP 224043	42	45
Lot 10909 on SP 224043	40	31
Lot 10910 on SP 224043	40	31
Lot 10911 on SP 224043	40	33
Lot 10912 on SP 224043	39	27
Lot 10913 on SP 224043	40	35
Lot 11001 on SP 224043	42	41
Lot 11002 on SP 224043	39	23
Lot 11003 on SP 224043	39	24
Lot 11004 on SP 224043	39	24
Lot 11005 on SP 224043	39	23
Lot 11006 on SP 224043	42	42
Lot 11007 on SP 224043	43	50
Lot 11008 on SP 224043	42	45

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 11009 on SP 224043	40	31
Lot 11010 on SP 224043	40	31
Lot 11011 on SP 224043	42	45
Lot 11012 on SP 224043	43	49
Lot 11101 on SP 224043	42	42
Lot 11102 on SP 224043	39	24
Lot 11103 on SP 224043	39	24
Lot 11104 on SP 224043	39	24
Lot 11105 on SP 224043	39	23
Lot 11106 on SP 224043	42	42
Lot 11107 on SP 224043	43	49
Lot 11108 on SP 224043	42	46
Lot 11109 on SP 224043	40	32
Lot 11110 on SP 224043	40	32
Lot 11111 on SP 224043	42	46
Lot 11112 on SP 224043	43	49
Lot 11201 on SP 224043	42	42
Lot 11202 on SP 224043	39	24
Lot 11203 on SP 224043	39	29
Lot 11204 on SP 224043	39	29
Lot 11205 on SP 224043	39	24
Lot 11206 on SP 224043	42	43
Lot 11207 on SP 224043	43	51
Lot 11208 on SP 224043	42	46
Lot 11209 on SP 224043	40	32
Lot 11210 on SP 224043	40	32
Lot 11211 on SP 224043	42	46
Lot 11212 on SP 224043	43	55

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 11301 on SP 224043	42	43
Lot 11302 on SP 224043	39	24
Lot 11303 on SP 224043	39	30
Lot 11304 on SP 224043	39	30
Lot 11305 on SP 224043	39	24
Lot 11306 on SP 224043	42	43
Lot 11307 on SP 224043	43	56
Lot 11308 on SP 224043	42	47
Lot 11309 on SP 224043	40	33
Lot 11310 on SP 224043	40	33
Lot 11311 on SP 224043	42	47
Lot 11312 on SP 224043	43	56
Lot 11401 on SP 224043	42	43
Lot 11402 on SP 224043	39	24
Lot 11403 on SP 224043	39	30
Lot 11404 on SP 224043	39	30
Lot 11405 on SP 224043	39	24
Lot 11406 on SP 224043	42	43
Lot 11407 on SP 224043	43	57
Lot 11408 on SP 224043	42	48
Lot 11409 on SP 224043	40	34
Lot 11410 on SP 224043	40	34
Lot 11411 on SP 224043	42	48
Lot 11412 on SP 224043	43	57
Lot 11501 on SP 224043	42	44
Lot 11502 on SP 224043	39	23
Lot 11503 on SP 224043	39	30
Lot 11504 on SP 224043	39	31

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 11505 on SP 224043	39	25
Lot 11506 on SP 224043	42	44
Lot 11507 on SP 224043	43	58
Lot 11508 on SP 224043	42	48
Lot 11509 on SP 224043	40	34
Lot 11510 on SP 224043	40	34
Lot 11511 on SP 224043	42	48
Lot 11512 on SP 224043	43	58
Lot 11601 on SP 224043	42	44
Lot 11602 on SP 224043	39	25
Lot 11603 on SP 224043	39	31
Lot 11604 on SP 224043	39	31
Lot 11605 on SP 224043	39	25
Lot 11606 on SP 224043	42	44
Lot 11607 on SP 224043	43	58
Lot 11608 on SP 224043	42	49
Lot 11609 on SP 224043	40	35
Lot 11610 on SP 224043	40	35
Lot 11611 on SP 224043	42	49
Lot 11612 on SP 224043	43	58
Lot 11701 on SP 224043	40	33
Lot 11702 on SP 224043	42	42
Lot 11703 on SP 224043	42	42
Lot 11704 on SP 224043	41	41
Lot 11705 on SP 224043	43	61
Lot 11706 on SP 224043	48	112
Lot 11707 on SP 224043	48	102
Lot 11708 on SP 224043	43	61



Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 11709 on SP 224043	41	41
Lot 11801 on SP 224043	40	33
Lot 11802 on SP 224043	42	42
Lot 11803 on SP 224043	42	42
Lot 11804 on SP 224043	42	41
Lot 11805 on SP 224043	43	61
Lot 11806 on SP 224043	48	115
Lot 11807 on SP 224043	48	115
Lot 11808 on SP 224043	43	61
Lot 11809 on SP 224043	41	41
Lot 11901 on SP 224043	40	33
Lot 11902 on SP 224043	42	42
Lot 11903 on SP 224043	42	42
Lot 11904 on SP 224043	41	41
Lot 11905 on SP 224043	43	62
Lot 11906 on SP 224043	48	115
Lot 11907 on SP 224043	48	115
Lot 11908 on SP 224043	43	62
Lot 11909 on SP 224043	41	41
Lot 12001 on SP 224043	40	34
Lot 12002 on SP 224043	42	42
Lot 12003 on SP 224043	42	42
Lot 12004 on SP 224043	41	42
Lot 12005 on SP 224043	43	64
Lot 12006 on SP 224043	52	124
Lot 12007 on SP 224043	52	135
Lot 12008 on SP 224043	43	64
Lot 12009 on SP 224043	41	42

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 12101 on SP 224043	40	34
Lot 12102 on SP 224043	42	43
Lot 12103 on SP 224043	42	43
Lot 12104 on SP 224043	41	42
Lot 12105 on SP 224043	43	65
Lot 12106 on SP 224043	53	135
Lot 12107 on SP 224043	53	135
Lot 12108 on SP 224043	43	65
Lot 12109 on SP 224043	41	42
Lot 20001 on SP 224081	41	23
Lot 20002 on SP 224081	43	31
Lot 20003 on SP 224081	41	22
Lot 20004 on SP 224081	48	50
Lot 20005 on SP 224081	42	21
Lot 20006 on SP 224081	46	34
Lot 20007 on SP 224081	43	45
Lot 20008 on SP 224081	41	30
Lot 20009 on SP 224081	41	30
Lot 20010 on SP 224081	41	30
Lot 20011 on SP 224081	43	45
Lot 20101 on SP 224081	39	23
Lot 20102 on SP 224081	39	23
Lot 20103 on SP 224081	40	31
Lot 20104 on SP 224081	39	22
Lot 20105 on SP 224081	48	41
Lot 20106 on SP 224081	42	23
Lot 20107 on SP 224081	39	23
Lot 20108 on SP 224081	43	46

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 20109 on SP 224081	40	31
Lot 20110 on SP 224081	40	31
Lot 20111 on SP 224081	40	31
Lot 20112 on SP 224081	43	46
Lot 20201 on SP 224081	39	24
Lot 20202 on SP 224081	39	24
Lot 20203 on SP 224081	40	31
Lot 20204 on SP 224081	39	23
Lot 20205 on SP 224081	41	35
Lot 20206 on SP 224081	39	24
Lot 20207 on SP 224081	39	24
Lot 20208 on SP 224081	43	46
Lot 20209 on SP 224081	40	31
Lot 20210 on SP 224081	40	31
Lot 20211 on SP 224081	40	31
Lot 20212 on SP 224081	43	46
Lot 20301 on SP 224081	39	24
Lot 20302 on SP 224081	39	24
Lot 20303 on SP 224081	40	31
Lot 20304 on SP 224081	39	23
Lot 20305 on SP 224081	41	35
Lot 20306 on SP 224081	39	24
Lot 20307 on SP 224081	39	24
Lot 20308 on SP 224081	43	46
Lot 20309 on SP 224081	40	32
Lot 20310 on SP 224081	40	32
Lot 20311 on SP 224081	40	32
Lot 20312 on SP 224081	43	46

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 20401 on SP 224081	39	24
Lot 20402 on SP 224081	39	24
Lot 20403 on SP 224081	40	31
Lot 20404 on SP 224081	39	23
Lot 20405 on SP 224081	41	35
Lot 20406 on SP 224081	39	24
Lot 20407 on SP 224081	39	24
Lot 20408 on SP 224081	43	46
Lot 20409 on SP 224081	40	32
Lot 20410 on SP 224081	40	32
Lot 20411 on SP 224081	40	32
Lot 20412 on SP 224081	43	46
Lot 20501 on SP 224081	39	24
Lot 20502 on SP 224081	39	24
Lot 20503 on SP 224081	40	31
Lot 20504 on SP 224081	39	23
Lot 20505 on SP 224081	41	35
Lot 20506 on SP 224081	39	24
Lot 20507 on SP 224081	39	24
Lot 20508 on SP 224081	43	46
Lot 20509 on SP 224081	40	33
Lot 20510 on SP 224081	40	33
Lot 20511 on SP 224081	40	33
Lot 20512 on SP 224081	43	46
Lot 20601 on SP 224081	39	24
Lot 20602 on SP 224081	39	24
Lot 20603 on SP 224081	40	32
Lot 20604 on SP 224081	39	23

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 20605 on SP 224081	41	35
Lot 20606 on SP 224081	39	24
Lot 20607 on SP 224081	39	24
Lot 20608 on SP 224081	43	47
Lot 20609 on SP 224081	40	33
Lot 20610 on SP 224081	40	33
Lot 20611 on SP 224081	40	33
Lot 20612 on SP 224081	43	48
Lot 20701 on SP 224081	39	24
Lot 20702 on SP 224081	39	24
Lot 20703 on SP 224081	40	32
Lot 20704 on SP 224081	39	23
Lot 20705 on SP 224081	41	35
Lot 20706 on SP 224081	39	24
Lot 20707 on SP 224081	39	24
Lot 20708 on SP 224081	43	48
Lot 20709 on SP 224081	40	34
Lot 20710 on SP 224081	40	34
Lot 20711 on SP 224081	40	34
Lot 20712 on SP 224081	43	48
Lot 20801 on SP 224081	39	24
Lot 20802 on SP 224081	39	24
Lot 20803 on SP 224081	40	32
Lot 20804 on SP 224081	39	24
Lot 20805 on SP 224081	41	36
Lot 20806 on SP 224081	39	24
Lot 20807 on SP 224081	39	24
Lot 20808 on SP 224081	43	48

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 20809 on SP 224081	40	34
Lot 20810 on SP 224081	40	34
Lot 20811 on SP 224081	40	34
Lot 20812 on SP 224081	43	48
Lot 20901 on SP 224081	39	24
Lot 20902 on SP 224081	39	24
Lot 20903 on SP 224081	40	32
Lot 20904 on SP 224081	39	24
Lot 20905 on SP 224081	41	36
Lot 20906 on SP 224081	39	24
Lot 20907 on SP 224081	39	24
Lot 20908 on SP 224081	43	48
Lot 20909 on SP 224081	40	34
Lot 20910 on SP 224081	40	34
Lot 20911 on SP 224081	40	34
Lot 20912 on SP 224081	43	49
Lot 21001 on SP 224081	39	30
Lot 21002 on SP 224081	39	30
Lot 21003 on SP 224081	40	33
Lot 21004 on SP 224081	39	24
Lot 21005 on SP 224081	41	36
Lot 21006 on SP 224081	39	30
Lot 21007 on SP 224081	39	30
Lot 21008 on SP 224081	43	51
Lot 21009 on SP 224081	43	54
Lot 21010 on SP 224081	43	54
Lot 21011 on SP 224081	43	50
Lot 21101 on SP 224081	39	30

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 21102 on SP 224081	39	30
Lot 21103 on SP 224081	40	33
Lot 21104 on SP 224081	39	24
Lot 21105 on SP 224081	41	36
Lot 21106 on SP 224081	39	30
Lot 21107 on SP 224081	39	30
Lot 21108 on SP 224081	43	51
Lot 21109 on SP 224081	43	54
Lot 21110 on SP 224081	43	54
Lot 21111 on SP 224081	43	50
Lot 21201 on SP 224081	39	30
Lot 21202 on SP 224081	39	30
Lot 21203 on SP 224081	40	33
Lot 21204 on SP 224081	39	24
Lot 21205 on SP 224081	41	37
Lot 21206 on SP 224081	39	30
Lot 21207 on SP 224081	39	30
Lot 21208 on SP 224081	43	52
Lot 21209 on SP 224081	43	55
Lot 21210 on SP 224081	43	55
Lot 21211 on SP 224081	43	50
Lot 21301 on SP 224081	39	30
Lot 21302 on SP 224081	39	30
Lot 21303 on SP 224081	40	33
Lot 21304 on SP 224081	39	24
Lot 21305 on SP 224081	41	37
Lot 21306 on SP 224081	39	30
Lot 21307 on SP 224081	39	30

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 21308 on SP 224081	43	52
Lot 21309 on SP 224081	43	55
Lot 21310 on SP 224081	43	55
Lot 21311 on SP 224081	43	51
Lot 21401 on SP 224081	39	31
Lot 21402 on SP 224081	39	31
Lot 21403 on SP 224081	40	34
Lot 21404 on SP 224081	39	24
Lot 21405 on SP 224081	41	38
Lot 21406 on SP 224081	39	31
Lot 21407 on SP 224081	39	31
Lot 21408 on SP 224081	43	53
Lot 21409 on SP 224081	43	56
Lot 21410 on SP 224081	43	56
Lot 21411 on SP 224081	43	51
Lot 21501 on SP 224081	39	31
Lot 21502 on SP 224081	39	31
Lot 21503 on SP 224081	40	34
Lot 21504 on SP 224081	39	24
Lot 21505 on SP 224081	41	38
Lot 21506 on SP 224081	39	31
Lot 21507 on SP 224081	39	31
Lot 21508 on SP 224081	43	53
Lot 21509 on SP 224081	43	56
Lot 21510 on SP 224081	43	56
Lot 21511 on SP 224081	43	51
Lot 21601 on SP 224081	39	31
Lot 21602 on SP 224081	39	31



Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 21603 on SP 224081	40	34
Lot 21604 on SP 224081	39	24
Lot 21605 on SP 224081	41	39
Lot 21606 on SP 224081	39	31
Lot 21607 on SP 224081	39	31
Lot 21608 on SP 224081	45	112
Lot 21609 on SP 224081	53	135
Lot 21610 on SP 224081	44	66
Lot 21701 on SP 224081	39	31
Lot 21702 on SP 224081	39	31
Lot 21703 on SP 224081	40	34
Lot 21704 on SP 224081	39	24
Lot 21705 on SP 224081	41	39
Lot 21706 on SP 224081	39	31
Lot 21707 on SP 224081	39	31
Lot 21708 on SP 224081	45	112
Lot 21709 on SP 224081	53	135
Lot 21710 on SP 224081	44	67
Lot 21801 on SP 224081	39	31
Lot 21802 on SP 224081	39	31
Lot 21803 on SP 224081	40	34
Lot 21804 on SP 224081	39	25
Lot 21805 on SP 224081	41	39
Lot 21806 on SP 224081	39	31
Lot 21807 on SP 224081	39	31
Lot 21808 on SP 224081	45	112
Lot 21809 on SP 224081	53	135
Lot 21810 on SP 224081	44	67

Lot on Plan	Contribution Entitlement	Interest Entitlement
TOTAL	19437	17,975

#### PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

1. The contribution schedule principle under section 46(7) of the *Body Corporate and Community Management Act 1997* (BCCM Act) on which the contribution schedule lot entitlements for the community titles scheme has been decided is the relativity principle.
2. The relativity principle referred to in paragraph 1 above is the principle that 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 nature, features and characteristics of the lots in the community titles scheme;
  - b. the purposes for which the lots in the community titles scheme are used; and
  - c. the impact the lots in the community titles scheme may have on the costs of maintaining the common property within the community titles scheme,

and, in having reference to these factors, it is considered just and equitable for there to be a variation, ranging from a minimum of 39 to a maximum of 53, in the contribution schedule lot entitlements for the community titles scheme.
5. After having decided to use the relativity principle and by reference to the factors referred to in paragraph 4 above, some details about how the individual contribution lot entitlements for the community titles scheme were decided are as follows:
  - a. The body corporate is responsible for the costs of the repair, maintenance, capital replacement and cleaning of common property within the community titles scheme. Common property can include, amongst other things:
    - i. external surface areas of the building containing the lots such as exterior walls forming the outer surface of the lot, windows, roof and building screens;
    - ii. internal areas of the building such as lobby and foyer walls, floors and coverings and lift well, lifts and common toilets;
    - iii. utilities and other infrastructure, goods and equipment owned by the body corporate; and
    - iv. fire detection and prevention devices and fire fighting equipment (eg. fire sprinklers, fire extinguishers and fire doors) and electrical wiring, which support, service, protect or otherwise benefit lots.
  - b. Certain features or characteristics of lots in the community titles scheme impact on the costs to the body corporate of repairing, maintaining, capital replacement and cleaning the common property, for example:

- i. a lot which has a greater external surface area will have a higher contribution schedule lot entitlement than a lot which has a smaller external surface area because there is a higher cost of repairing, maintaining, replacing and cleaning that part of the common property surrounding the lot with the greater external surface area; and
  - ii. the greater the floor area of a lot, the greater the prospective demand on the common property to protect, support, service and generally benefit the lot with corresponding greater cost to the body corporate in the provision of and in the repair, maintenance, capital replacement and, as applicable, cleaning of the common property provided to the lot.
- c. Lots in the community titles scheme are used for residential, office purposes or the operation of management rights. The purposes for which these lots are used contributes to a variance in the contribution schedule lot entitlement to the extent that office lots were given a higher contribution schedule lot entitlement to account for the greater number of public invitee utilising services provided by the office lots but does not affect the contribution schedule lot entitlement for the lot entitled to the operation of management rights.

#### PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

1. 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.
2. The market value principle referred to in paragraph 1 above is the principle that the lot entitlements must reflect the respective market values of the lots in the community titles scheme, except to the extent it is just and equitable in the circumstances for the individual lot entitlements not to reflect the respective market values of the lots. This principle also requires that the following apply for working out the market values of lots included in a community titles scheme:
  - a. if a lot included in the scheme is a subsidiary scheme, the market value of the lot is the market value of the scheme land for the subsidiary scheme;
  - b. for establishing the market value of a lot created under a standard format plan of subdivision or volumetric format plan of subdivision, buildings and improvements on the lot are to be disregarded.

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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Sections 66(1)(f) and (g) of the *Body Corporate and Community Management Act 1997* are not applicable.

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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#### PART A – PRELIMINARY

#### 1 Structure

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1.1 These by-laws are set out in the following structure:

- (a) Part A – Preliminary
- (b) Part B – Interferences
- (c) Part C – Works
- (d) Part D – Regulation of use
- (e) Part E – Exclusive use

## 2 Definitions and interpretation

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2.1 The terms set out in these by-laws mean:

- (a) **'Act'** means the *Body Corporate Community Management Act 1997* (Qld).
- (b) **'BMS'** means the building management statement that the Body Corporate is a party to.
- (c) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.
- (d) **'Caretaking Service Contractor'** means a service contractor for the Scheme who is also a letting agent for the Scheme.
- (e) **'Common Property'** means Scheme Land that is not included in a Lot.
- (f) **'Improvement'** means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.
- (g) **'Lot'** means a lot in the Scheme.
- (h) **'Occupier'** means any person that occupies a Lot.
- (i) **'Outdoor Area'** means an area of a Lot, or of Common Property or a body corporate asset an Occupier of a Lot may use under an exclusive use by-law, including any of the following areas – a balcony, courtyard, patio or verandah.
- (j) **'Owner'** means an owner of a Lot.
- (k) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
- (l) **'Scheme'** means Hamilton Harbour CTS 42979.
- (m) **'Scheme Land'** means any land within the Scheme, including any Lot and the Common Property.
- (n) **'Security Access Device'** means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.
- (o) **'Social Function'** means a gathering of a number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.
- (p) **'Smoke'** means –
  - (i) for a smoking product other than a personal vaporiser or a hookah—smoke, hold or otherwise have control over an ignited smoking product; or
  - (ii) for a personal vaporiser—inhale through the vaporiser; or
  - (iii) for a hookah—inhale through the hookah.
- (q) **'Vehicle'** includes but is not limited to all types of automobiles, motorcycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, segways, skateboards, rollerblades or any other equivalent means of transportation.
- (r) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.

2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.

2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.

2.4 The singular includes the plural and vice versa.

2.5 Words importing a gender include other genders.

### **3 Applicability of these by-laws**

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3.1 An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.

3.2 Occupiers must:

- (a) comply with these by-laws to the extent they apply to an Occupier; and
- (b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

### **4 Tenancies**

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4.1 If an Owner lets their Lot for a term of six months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:

- (a) the name of the tenant and all Occupiers;
- (b) the service address of the tenant;
- (c) the term of the tenancy;
- (d) the name and service address of any Owner's letting agent for the tenancy; and
- (e) any other information the Body Corporate may reasonably require.

### **5 Application and approval process**

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5.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.

5.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:

- (a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;
- (b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary; and
- (c) grant its approval on reasonable and relevant conditions; or
- (d) refuse any application if it is reasonable to do so.

5.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.

5.4 If any approval under these by-laws by the Body Corporate is invalid, it is read down or severed to the extent required to be valid.

### **6 Development Approvals and local laws**

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6.1 All Development Approvals for the Scheme and all local laws applying to the Scheme must be complied with. Any breach of the Development Approvals or local laws will constitute a breach of this by-law which will be enforced in accordance with the Act and Regulation Module.

**7 Building Management Statement**

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- 7.1 An Owner or Occupier must not do anything which places the Body Corporate in breach of the BMS, without the Body Corporate's written approval.
- 7.2 Any written approval provided pursuant to these by-laws does not relieve the Owner or Occupier from obligations to obtain any necessary consents under the BMS (if any are required).

**8 Easements**

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- 8.1 An Owner or Occupier must:
- (a) duly observe the obligations of any easement imposed on the Body Corporate to such extent as they may apply to an Owner or Occupier; and
  - (b) not, without the written approval of the Body Corporate, undertake or permit anything which may cause or contribute to a breach of any easement on the part of the Body Corporate.
- 8.2 Any written approval provided pursuant to these by-laws does not relieve the Owner or Occupier from obligations to obtain any necessary consents under the easement (if any are required).

**PART B - INTERFERENCES****9 Noise and nuisances**

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- 9.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
- (a) causes a nuisance or hazard;
  - (b) interferes unreasonably with the use or enjoyment of another Lot; or
  - (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

**10 Obstruction**

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- 10.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or
  - (b) use as storage, or place items on, the Common Property (unless otherwise permitted under these by-laws).

**11 Smoking**

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- 11.1 An Owner or Occupier must not Smoke, or permit any Visitors to Smoke, on the Common Property or in an Outdoor Area.

**12 Auctions**

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- 12.1 An Owner must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

**13 Garage sales**

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- 13.1 An Owner must not permit any garage sale to take place on their Lot or the Common Property without the written approval of the Body Corporate.

**14 Parking**

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- 14.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in an exclusive use area); or
  - (b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than in a designated visitor car parking bay or exclusive use area).

**15 Vehicles**

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- 15.1 Vehicles must be operated in accordance with all public road rules and must not be operated in a manner that creates a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

**16 Electric vehicle charging**

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- 16.1 An Owner or Occupier must not make any Improvement to the Common Property or their Lot in respect of electric Vehicle charging, including the installation of electric Vehicle charging infrastructure, which includes an electric Vehicle charger and specialised cable, without the prior written approval of the Body Corporate.
- 16.2 An Owner or Occupier must not (and must not allow a Visitor to) use an existing power point to the Common Property or their Lot in respect of electric Vehicle charging, without the prior written approval of the Body Corporate.

**17 Communications**

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- 17.1 Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:
- (a) an annoyance;
  - (b) a nuisance;
  - (c) a hazard;
  - (d) an unreasonable interference;
  - (e) threatening or intimidating;
  - (f) defamatory; or
  - (g) anti-social.

**PART C - WORKS****18 Damage**

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- 18.1 An Owner or Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.

**19 Common Property Improvements**

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- 19.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.
- 19.2 A Caretaking Service Contractor may without the consent of the Body Corporate display signs or notices for the purposes of letting any Lot for lease in the Scheme in or about the Common Property provided they are in keeping with the amenity of the Scheme.

**20 Improvements to Body Corporate Items**

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- 20.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any Improvements to:
- (a) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a Lot and common property or the boundary of a Lot and another Lot;
  - (b) doors, fences, windows and associated fittings situated in a boundary wall separating a Lot from common property or the boundary of a Lot and another Lot;
  - (c) roofing membranes that are not common property but that provide protection for lots or common property;
  - (d) foundation structures;
  - (e) roofing structures providing protection; and
  - (f) essential supporting framework, including but not limited to load-bearing walls.

**21 Lot Improvements**

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- 21.1 An Owner or Occupier must not make any Improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.

**22 External appearance of a lot**

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- 22.1 The Owner or Occupier of a Lot must not make a change to the external appearance of the Lot (unless the change is minor and does not detract from the amenity of the Lot and its surrounds) if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land, without the Body Corporate's written approval.

**23 Floor coverings**

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- 23.1 An Owner or Occupier must ensure that all flooring areas within the Lot are covered, treated or otherwise used to the extent sufficient to prevent the transmission of noise to another Lot or the Common Property that causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

**PART D – REGULATION OF USE****24 Animals**

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- 24.1 Subject to section 181 of the Act, an Owner or Occupier must not, without the Body Corporate's written approval:
- (a) bring or keep an animal on the Lot or the Common Property; or
  - (b) permit a Visitor to bring or keep an animal on the Lot or Common Property.



24.2 When keeping an animal in the Scheme, in addition to any other requirements under these by-laws, an approval by the Committee, the Act or the Regulation Module the Owner or Occupier must:

- (a) ensure that when passing through common property the animal will be suitably restrained or carried;
- (b) register the animal with the local council;
- (c) ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;
- (d) dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and
- (e) ensure the animal carries a name tag identifying the animal and its owner.

## **25 Alienation**

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25.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law;
- (b) alienate in any way any part of the Common Property unless authorised by another by-law; or
- (c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

## **26 Common Property Garbage**

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26.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.

26.2 An Owner or Occupier must:

- (a) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;
- (b) place all recyclable rubbish in the recycling receptacles;
- (c) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;
- (d) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;
- (e) not cause damage to the garbage receptacles;
- (f) not overfill the garbage receptacles; and
- (g) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

## **27 Dangerous substances**

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27.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous item or substance on a Lot unless the item or substance is:

- (a) used or intended to be used for domestic purposes; or
- (b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

## **28 Removals**

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28.1 An Owner or Occupier shall not move any furniture into or out of a Lot without:

- (a) reasonable notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and
- (b) taking adequate measures to prevent damage to the Common Property and any other Lot in the Scheme.

28.2 Owners and Occupiers shall endeavour to have removalist vehicles park in the parking areas designated from time to time for removalist vehicles where possible.

### **29 No interference**

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29.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or
- (b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

### **30 Interference with support, shelter, utility infrastructure**

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30.1 An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:

- (a) support or shelter provided for a Lot or the Common Property;
- (b) utility infrastructure or utility services; or
- (c) body corporate assets.

### **31 Health and safety**

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31.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:

- (a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;
- (b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or
- (c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

### **32 Social functions**

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32.1 An Owner or Occupier must not use an area of the Common Property for the purposes of a Social Function without the written approval of the Body Corporate.

### **33 Use of lots**

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33.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:

- (a) residential purposes; or
- (b) a home office that does not compete with the Caretaking Service Contractor; or
- (c) if the Owner or Occupier is a Caretaking Service Contractor, for:
  - (i) the purposes of management of the Scheme;
  - (ii) the letting or sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers; and

(iii) the letting and sales of Lots outside the Scheme and the rendering of such other services.

33.2 An Owner or Occupier of a Lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

#### **34 Letterbox**

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34.1 An Owner or Occupier of a Lot must not interfere with the letterbox designated for another Lot or the Body Corporate.

34.2 Letterboxes must not be used by Owners, Occupiers or Visitors for the purpose of depositing or retrieving Security Access Devices or other access keys, without the prior written consent of the body corporate.

#### **35 BBQ Area**

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35.1 Owners, Occupiers and their Visitors may use the barbecue facilities and area on the Common Property, subject to compliance with the following conditions:

- (a) the facilities must not already be being used by another Owner, Occupier or Visitor;
- (b) the use must not cause damage to the surface, fixtures or fittings of the barbecue area or facilities;
- (c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property;
- (d) a person using the BBQ Area must be supervised if their conduct and capability reasonably requires them to be supervised; and
- (e) the barbeque must be cleaned and tidied after use.

#### **36 Clothesline**

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36.1 Owners and Occupiers may use the clotheslines on the Common Property without approval by the Body Corporate on the conditions that the clotheslines are:

- (a) for the clotheslines intended purpose;
- (b) not already being used by another Owner or Occupier;
- (c) not used in a way that causes damage to the clotheslines;
- (d) not used for an unfair period of time or frequency such that it would prevent other Owners or Occupiers from using the clotheslines; and
- (e) not used in a way that causes nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

36.2 A person using the clothesline must be supervised if their conduct and capability reasonably requires them to be supervised.

#### **37 Gym**

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37.1 Owners, Occupiers and their Visitors may use the gym on the Common Property, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Common Property or Body Corporate assets;
- (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);

- (c) a person using the gym must be supervised if their conduct and capability reasonably requires them to be supervised (as an example without limitation, a child who is unable to use the gym equipment safely must be supervised);
- (d) the equipment must only be used for its intended purpose;
- (e) towels must be placed on equipment during use to prevent sweat on the equipment;
- (f) the area must be left clean and tidy after use;
- (g) all moveable equipment must be returned to their designated place after use; and
- (h) any sweat on the equipment must be wiped and sanitised after use.

### **38 Pool**

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38.1 Owners, Occupiers and their Visitors may use the pool, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Scheme Land or Body Corporate assets;
- (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (c) the use must not interfere with the maintenance or upkeep of the pool or the surrounding areas;
- (d) a person using the pool must be supervised if their conduct and capability reasonably requires them to be supervised (as an example without limitation, a person who is not a confident swimmer must be supervised if they are not able to stand when using the pool);
- (e) the pool and pool area must be left clean and tidy after use; and
- (f) glass must not be brought into the area.

### **39 Spa**

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39.1 Owners, Occupiers and their Visitors may use the spa, subject to compliance with the following conditions:

- (a) a person must shower immediately prior to using the spa;
- (b) the use must not cause damage;
- (c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (d) the use must not interfere with the maintenance or upkeep of the spa or the surrounding areas;
- (e) a person using the spa must be supervised if their conduct and capability reasonably requires them to be supervised;
- (f) the area must be left clean and tidy after use; and
- (g) glass must not be brought into the area.

### **40 Grassed area adjacent to pool between Tower 1 and Tower 2**

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40.1 Owners, Occupiers and their Visitors may use the grassed area on the Common Property, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Common Property or Body Corporate assets;

- (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (c) a person using the area must be supervised if their conduct and capability reasonably requires them to be supervised;
- (d) no BBQs are to occur without prior written approval of the Body Corporate; and
- (e) the area must be left clean and tidy after use.

#### **41 Security**

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

- (a) interfere or tamper with a Security Access Device;
- (b) copy a Security Access Device;
- (c) give a Security Access Device to a person other than an Owner, Occupier or Visitor; or
- (d) use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

#### **42 Bicycle racks**

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42.1 Owners, Occupiers and their Visitors may use the bicycle racks, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Common Property or Body Corporate assets;
- (b) the use must not cause damage to another Owner or Occupier's bicycle;
- (c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (d) the use must be for the bicycle rack's intended purpose;
- (e) a person using the bicycle rack's must be supervised if their conduct and capability reasonably requires them to be supervised;
- (f) the area must be left clean and tidy after use;
- (g) the use must not prevent other Owner and Occupier's bicycles from being removed;
- (h) the use must not promote a risk of theft or damage of any Owner or Occupier's bicycle; and
- (i) the bicycle rack must not be overloaded to store more bicycles than its intended limit.

#### **43 Ablution**

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43.1 Owners, Occupiers and their Visitors may use the ablution facilities, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Common Property or body corporate assets;
- (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (c) the ablution facilities must only be used for their intended purpose;

- (d) the area must be left clean and tidy after use;
- (e) a person using the ablution facilities must be supervised if their conduct and capability reasonably requires them to be supervised;
- (f) belongings must not be left after their use; and
- (g) Owners, Occupiers and their Visitors must not use or take more consumables than are required for the normal use of the ablution facilities.

#### **44 Conference room**

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- 44.1 Owners, Occupiers and their Visitors may use the conference room, subject to compliance with the following conditions:
- (a) the use must not cause damage to the Common Property or Body Corporate assets;
  - (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
  - (c) a person using the conference room must be supervised if their conduct and capability reasonably requires them to be supervised;
  - (d) the conference room must only be used for its intended purpose;
  - (e) the area must be left clean and tidy after use; and
  - (f) all moveable furniture must be returned to its designated place after use.

### **PART E – URBAN LAND DEVELOPMENT AUTHORITY MANDATED BY-LAWS**

#### **45 ULDA By-Law**

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- 45.1 The approval for the Scheme issues by the Urban Land Development Authority mandates the inclusion of the following particulars in this CMS;
- (a) the landscaping is to be maintained in accordance with the approved plans and maintenance regime;
  - (b) internal collection of refuse and recyclables remains the responsibility of the Body Corporate and tenants of the commercial/ retail lots; and
  - (c) disclosure is made to Owners and Occupiers that the Scheme is located in proximity to the Brisbane Airport and due to aircraft over-flights may not be afforded the same level of amenity compares with other residential areas.

### **PART F – EXCLUSIVE USE**

#### **46 Letting Agent – Exclusive Letting Rights**

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- 46.1 While the Letting Agent holds an authorisation from the Body Corporate to act as a letting agent for the Scheme, the Letting Agent may conduct a letting and selling agents business from the Scheme to the exclusion of all others. The Letting Agent is not permitted to conduct any letting or selling of lots in any other residential schemes within the Development.
- 46.2 The Letting Agent may affix and display on the Common Property such signs and advertisements as may be reasonably required by the Letting Agent in the performance of its duties and in the exercise of its rights under any agreement entered into between the Letting Agent and the Body Corporate.

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**47 Service Contractor – Exclusive Rights**

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- 47.1 While the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property (in accordance with the terms of that appointment), the Service Contractor may provide its services to the Body Corporate to the exclusion of all others.

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**48 Letting Agent and Service Contractor – Body Corporate’s Obligations**

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- 48.1 Whilst the Letting Agent holds an authorisation from the Body Corporate to act as letting agent for the Scheme and/or the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property (the "Agreements"), the Body Corporate;
- (a) will not directly or indirectly provide any of the services set out in the Agreements;
  - (b) will not permit any person, including its staff to carry on or render or be concerned in any business which competes with the business carried on by the Letting Agent or Service Contractor under the Agreements;
  - (c) will not enter into with any other person an agreement, authority or appointment which is similar to the Agreements; or
  - (d) the Body Corporate will not make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on by the Letting Agent or Service Contractor under the Agreements.

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**49 Construction / Sale of Lots**

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- 49.1 Whilst the Original Owner remains an Owner of any Lot in Development, the Original Owner and its contractors, agents and those authorised by it, will be entitled to:
- (a) undertake works necessary to complete the Development, including excavation, general earthworks, the installation of drainage, utility services, irrigation, construction of improvements;
  - (b) enter onto land within the Development with any vehicles, workers or equipment to undertake the works;
  - (c) bring heavy earthmoving equipment onto the Common Property or other Lots in the Development owned by the Original Owner in order to complete the Development; and
  - (d) use the Common Property or other Lots in the Development owned by the Original Owner to:
    - (i) give access to and egress from any part of the Development with or without vehicles and equipment (or either of them); and
    - (ii) store building materials, vehicles, equipment or fill.
- 49.2 In exercising its rights under this By-Law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment by Occupiers of their respective Lot and the Common Property.
- 49.3 While any construction or building operations are occurring within the Development, Occupiers must comply with the reasonable directions of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.
- 49.4 Occupiers must not object to any noise, nuisance or other inconvenience which may arise as a result of the Original Owner exercising its rights under this By-Law.
- 49.5 For avoidance of doubt nothing in this by-law in any way limits the rights of the Original Owner (if any) set out elsewhere in this CMS.

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**50 Display Unit and Promotional Functions**

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- 50.1 Despite anything else in these By-laws, the Original Owner may:
- (a) use any Lot, or permit any Lot to be used, for the purposes of a Display Unit; and
  - (b) erect signage, or permit signage to be erected within the Scheme (provided this complies with all laws);
  - (c) carry out promotional and marketing functions from the Common Property (but must minimise the disturbance to Occupiers in doing so).

**51 No Objection**

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- 51.1 The Original Owner is permitted to use and damage the Common Property for the purpose of developing the Scheme. If any damage is caused to the Common Property or anything on the Common Property, the Original Owner will make good the damage at its expense.

**52 Exclusive Use Areas**

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- 52.1 Owners are entitled to the exclusive use of that part of the Common Property allocated by the Original Owner or the solicitor acting on behalf of the Original Owner (as the Original Owner's agent) and notified to the Body Corporate during the period ending 1 year after the recording of the relevant community management statement for the purposes of Section 174 of the BCCM Act ("Exclusive Use Space") which allocations (at the date of this CMS) are identified in Schedule E for the purposes notified by the Original Owner or the Solicitor acting on behalf of the Original Owner. Such Owners:
- (a) must, at their own expense, keep the Exclusive Use Space neat and tidy and keep all plants (if any) properly tendered and watered; and
  - (b) must, so far as they are lawfully able to, perform the duties of the Body Corporate in respect of the Exclusive Use Space.
- 52.2 Exclusive use areas under this By-Law not kept clean will be tidied and cleaned by the Body Corporate at the expense of the Owner.
- 52.3 For the purposes of Section 171(3)(b)(i) of the BCCM Act, an allocation under this By-Law may be revoked, but only if the Owner of the Lot agrees in writing before the revocation.

**53 Exclusive Use – Parking and Storage**

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- 53.1 Owners are entitled to the exclusive use of that part of the Common Property presently as identified in Schedule E or as allocated by the Original Owner or the solicitor acting on behalf of the Original Owner (as the Original Owner's agent) and notified to the Body Corporate during the period ending 1 year after recording of the relevant community management statement for the purposes of Section 174 of the BCCM Act for the purposes of carparking or storage as described in Schedule E
- 53.2 Carparking spaces which have storage areas adjacent to them to which there is no means of access other than through the carparking space may only be reallocated under an agreed allocation under Section 171(1)(b)(ii) of the BCCM Act if the storage area is also subject to the agreed allocation so that, at all times, there is a lawful means of access to the storage area.
- 53.3 For the purposes of Section 171(3)(b)(i) of the BCCM Act, an allocation under this By-Law may be revoked, but only if the Owner of the Lot agrees in writing before the revocation.
- 53.4 Exclusive use areas under this By-Law may only be used for carparking or storage as designated, must be kept clean and tidy by the Owner. Exclusive use areas under this By-Law not kept clean will be tidied and cleaned by the Body Corporate at the expense of the Owner.
- 53.5 Exclusive use carparking and storage areas must not be enclosed unless permitted in writing by the Committee and then only in accordance with methods approved by the Body Corporate for enclosure. Only storage systems, such as shelving, approved in writing by the Committee may be used.

**54 Exclusive Use – Access and Washroom Facilities**

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- 54.1 Owners are entitled to the exclusive use of that part of the Common Property presently identified in Schedule E for the purposes of access and use of washroom and toilet facilities. If more than one Owner has the benefit of the exclusive use of the same part of the Common Property then the exclusive use is for the benefit of those Owners jointly.
- 54.2 Exclusive use areas under this by-law may be used only for the purpose for which they are given and must be kept clean and tidy at all times by the Owner(s) having the benefit of the exclusive use area.
- 54.3 For the purpose of Section 171(3)(b)(i) of the BCCM Act, an allocation under this By-Law may be revoked, but only if the Owner of the Lot agrees in writing before the revocation.



<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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Lots affected by statutory easements are as follows:

Statutory Easement	HAMILTON HARBOUR CTS 42979
Support	Lots 10001 to 10008, 10101 to 10114, 10201 to 10214, 10301 to 10314, 10401 to 10414, 10501 to 10514, 10601 to 10614, 10701 to 10713, 10801 to 10813, 10901 to 10913, 11001 to 11012, 11101 to 11112, 11201 to 11212, 11301 to 11312, 11401 to 11412, 11501 to 11512, 11601 to 11612, 11701 to 11709, 11801 to 11809, 11901 to 11909, 12001 to 12009, 12101 to 12109 and Common Property on SP 224043 and Lots 20001 – 20011, 20101 – 20112, 20201 – 20212, 20301 – 20312, 20401 – 20412, 20501 – 20512, 20601 – 20612, 20701 – 20712, 20801 – 20812, 20901 – 20912, 21001 – 21011, 21101 – 21111, 21201 – 21211, 21301 – 21311, 21401 – 21411, 21501 – 21511, 21601 – 21610, 21701 – 21710 and 21801 – 21810 on SP 224081 and Common Property on SP 224081
Utility Services and Utility Infrastructure	Lots 10001 to 10008, 10101 to 10114, 10201 to 10214, 10301 to 10314, 10401 to 10414, 10501 to 10514, 10601 to 10614, 10701 to 10713, 10801 to 10813, 10901 to 10913, 11001 to 11012, 11101 to 11112, 11201 to 11212, 11301 to 11312, 11401 to 11412, 11501 to 11512, 11601 to 11612, 11701 to 11709, 11801 to 11809, 11901 to 11909, 12001 to 12009, 12101 to 12109 and Common Property on SP 224043 and Lots 20001 – 20011, 20101 – 20112, 20201 – 20212, 20301 – 20312, 20401 – 20412, 20501 – 20512, 20601 – 20612, 20701 – 20712, 20801 – 20812, 20901 – 20912, 21001 – 21011, 21101 – 21111, 21201 – 21211, 21301 – 21311, 21401 – 21411, 21501 – 21511, 21601 – 21610, 21701 – 21710 and 21801 – 21810 on SP 224081 and Common Property on SP 224081
Shelter	Lots 10001 to 10008, 10101 to 10114, 10201 to 10214, 10301 to 10314, 10401 to 10414, 10501 to 10514, 10601 to 10614, 10701 to 10713, 10801 to 10813, 10901 to 10913, 11001 to 11012, 11101 to 11112, 11201 to 11212, 11301 to 11312, 11401 to 11412, 11501 to 11512, 11601 to 11612, 11701 to 11709, 11801 to 11809, 11901 to 11909, 12001 to 12009, 12101 to 12109 and Common Property on SP 224043 and Lots 20001 – 20011, 20101 – 20112, 20201 – 20212, 20301 – 20312, 20401 – 20412, 20501 – 20512, 20601 – 20612, 20701 – 20712, 20801 – 20812, 20901 – 20912, 21001 – 21011, 21101 – 21111, 21201 – 21211, 21301 – 21311, 21401 – 21411, 21501 – 21511, 21601 – 21610, 21701 – 21710 and 21801 – 21810 on SP 224081 and Common Property on SP 224081
Projections	Nil
Maintenance of building close to boundary	Nil

The Scheme Land is created out of a volumetric lot and the requirement for service location diagrams by Section 66(1)(d)(ii) of the Body Corporate and Community Management Act does not apply.

<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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**HARBOUR ONE CARPARK AND STORAGE AREA ALLOCATIONS**

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 10001 on SP 224043	3-77		
Lot 10002 on SP 224043			
Lot 10003 on SP 224043			
Lot 10004 on SP 224043			
Lot 10005 on SP 224043	1-175		
Lot 10006 on SP 224043	193A and 194A		
Lot 10007 on SP 224043	2-163 and 2-164		
Lot 10008 on SP 224043	2-114		
Lot 10101 on SP 224043	3-76		
Lot 10102 on SP 224043			
Lot 10103 on SP 224043			
Lot 10104 on SP 224043			
Lot 10105 on SP 224043			
Lot 10106 on SP 224043	1-174		
Lot 10107 on SP 224043			
Lot 10108 on SP 224043	3-153		
Lot 10109 on SP 224043	1-157		
Lot 10110 on SP 224043	1-158		
Lot 10111 on SP 224043	1-164		
Lot 10112 on SP 224043			
Lot 10113 on SP 224043	3-144		
Lot 10114 on SP 224043	3-141		
Lot 10201 on SP 224043	3-75		
Lot 10202 on SP 224043			
Lot 10203 on SP 224043			
Lot 10204 on SP 224043			
Lot 10205 on SP 224043			3-S27

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 10206 on SP 224043	1-173	3-S11	
Lot 10207 on SP 224043			
Lot 10208 on SP 224043	3-154		
Lot 10209 on SP 224043	1-155		
Lot 10210 on SP 224043	1-156		
Lot 10211 on SP 224043	1-165		
Lot 10212 on SP 224043			
Lot 10213 on SP 224043	3-157		
Lot 10214 on SP 224043	3-156		
Lot 10301 on SP 224043	3-3 and 3-4		
Lot 10302 on SP 224043			
Lot 10303 on SP 224043			
Lot 10304 on SP 224043	1-129		
Lot 10305 on SP 224043			
Lot 10306 on SP 224043	1-172		
Lot 10307 on SP 224043			
Lot 10308 on SP 224043	3-155		
Lot 10309 on SP 224043	1-153		
Lot 10310 on SP 224043	1-154		
Lot 10311 on SP 224043	1-166		
Lot 10312 on SP 224043			
Lot 10313 on SP 224043	3-84		
Lot 10314 on SP 224043	3-85		
Lot 10401 on SP 224043	3-87		
Lot 10402 on SP 224043			
Lot 10403 on SP 224043			
Lot 10404 on SP 224043			

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked “A”	By-law 47 – Exclusive Use Area – Storage on Plan attached marked “A”	By-law 47 – Exclusive Use Area – Storage on Plan attached marked “C”
Lot 10405 on SP 224043			
Lot 10406 on SP 224043	1-224 and 1-225		
Lot 10407 on SP 224043			
Lot 10408 on SP 224043	3-158		
Lot 10409 on SP 224043	1-151		
Lot 10410 on SP 224043	1-152		
Lot 10411 on SP 224043	1-167		
Lot 10412 on SP 224043			
Lot 10413 on SP 224043	3-82		
Lot 10414 on SP 224043	3-83		3-S28
Lot 10501 on SP 224043	3-88		
Lot 10502 on SP 224043			
Lot 10503 on SP 224043			
Lot 10504 on SP 224043			
Lot 10505 on SP 224043			
Lot 10506 on SP 224043	1-171		
Lot 10507 on SP 224043	3-86		
Lot 10508 on SP 224043			
Lot 10509 on SP 224043	1-148		
Lot 10510 on SP 224043	1-150		
Lot 10511 on SP 224043	1-106		
Lot 10512 on SP 224043	1-107		
Lot 10513 on SP 224043	3-80		
Lot 10514 on SP 224043	3-81		
Lot 10601 on SP 224043	3-147		
Lot 10602 on SP 224043			
Lot 10603 on SP 224043			

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 10604 on SP 224043			
Lot 10605 on SP 224043			
Lot 10606 on SP 224043	1-170		
Lot 10607 on SP 224043	1-104		
Lot 10608 on SP 224043	1-105		
Lot 10609 on SP 224043	1-149		3-S7
Lot 10610 on SP 224043	1-147		
Lot 10611 on SP 224043	1-168		
Lot 10612 on SP 224043	1-159		
Lot 10613 on SP 224043	1-180		
Lot 10614 on SP 224043	3-79		3-S26
Lot 10701 on SP 224043	3-146		
Lot 10702 on SP 224043			
Lot 10703 on SP 224043			
Lot 10704 on SP 224043			
Lot 10705 on SP 224043			
Lot 10706 on SP 224043	3-145		3-S2 and 3-S3
Lot 10707 on SP 224043	3-151		
Lot 10708 on SP 224043	3-90	3-S19	
Lot 10709 on SP 224043	1-146		
Lot 10710 on SP 224043	1-145		
Lot 10711 on SP 224043	3-159		
Lot 10712 on SP 224043	1-160		
Lot 10713 on SP 224043	1-179		
Lot 10801 on SP 224043	1-96		
Lot 10802 on SP 224043			
Lot 10803 on SP 224043			

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 10804 on SP 224043		3-S14	
Lot 10805 on SP 224043	1-48	1-S10	
Lot 10806 on SP 224043	1-93		
Lot 10807 on SP 224043	1-29 and 1-30		
Lot 10808 on SP 224043	1-102	1-S28	
Lot 10809 on SP 224043	1-144		
Lot 10810 on SP 224043	1-143		
Lot 10811 on SP 224043	1-169		
Lot 10812 on SP 224043	1-161		
Lot 10813 on SP 224043	1-178		
Lot 10901 on SP 224043	3-152		
Lot 10902 on SP 224043			
Lot 10903 on SP 224043			
Lot 10904 on SP 224043			
Lot 10905 on SP 224043			
Lot 10906 on SP 224043	3-143		
Lot 10907 on SP 224043	1-27 and 1-28	3-S20	
Lot 10908 on SP 224043	1-78		
Lot 10909 on SP 224043	1-142		
Lot 10910 on SP 224043	1-141		
Lot 10911 on SP 224043	1-181		
Lot 10912 on SP 224043	1-162		
Lot 10913 on SP 224043	3-78		
Lot 11001 on SP 224043	1-216 and 1-217		
Lot 11002 on SP 224043			
Lot 11003 on SP 224043			
Lot 11004 on SP 224043			

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 11005 on SP 224043			
Lot 11006 on SP 224043	3-1	3-S36	
Lot 11007 on SP 224043	1-25 and 1-26		
Lot 11008 on SP 224043	1-80		
Lot 11009 on SP 224043	1-140		
Lot 11010 on SP 224043	1-139		3-S29
Lot 11011 on SP 224043	1-79		
Lot 11012 on SP 224043	1-1		
Lot 11101 on SP 224043	1-204 and 1-205		
Lot 11102 on SP 224043			
Lot 11103 on SP 224043			
Lot 11104 on SP 224043			
Lot 11105 on SP 224043			
Lot 11106 on SP 224043	3-148		
Lot 11107 on SP 224043	1-23 and 1-24	3-S10	
Lot 11108 on SP 224043	1-82		
Lot 11109 on SP 224043	1-138		
Lot 11110 on SP 224043	1-95		
Lot 11111 on SP 224043	1-81		
Lot 11112 on SP 224043	1-2	3-S13	
Lot 11201 on SP 224043	3-2	3-S37	
Lot 11202 on SP 224043			
Lot 11203 on SP 224043	1-110		
Lot 11204 on SP 224043	1-182		
Lot 11205 on SP 224043			
Lot 11206 on SP 224043	3-93		
Lot 11207 on SP 224043	1-19 and 1-20	1-S23	

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 11208 on SP 224043	1-84		
Lot 11209 on SP 224043	1-136		
Lot 11210 on SP 224043	1-137		
Lot 11211 on SP 224043	1-83	1-S37	
Lot 11212 on SP 224043	1-21 and 1-22		
Lot 11301 on SP 224043	3-211		
Lot 11302 on SP 224043			
Lot 11303 on SP 224043	1-163		
Lot 11304 on SP 224043	1-108		1-S38
Lot 11305 on SP 224043			
Lot 11306 on SP 224043	3-139		
Lot 11307 on SP 224043	1-15 and 1-16		
Lot 11308 on SP 224043	1-86	1-S25	
Lot 11309 on SP 224043	1-134		
Lot 11310 on SP 224043	1-135		
Lot 11311 on SP 224043	1-85	3-S12	
Lot 11312 on SP 224043	1-17 and 1-18	1-S8	
Lot 11401 on SP 224043	3-7 and 3-8		
Lot 11402 on SP 224043			
Lot 11403 on SP 224043	1-185		
Lot 11404 on SP 224043	1-183	3-S23	
Lot 11405 on SP 224043			
Lot 11406 on SP 224043	3-138		
Lot 11407 on SP 224043	1-5 and 1-6		
Lot 11408 on SP 224043	1-88		3-S25
Lot 11409 on SP 224043	1-132		
Lot 11410 on SP 224043	1-133		



Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 11411 on SP 224043	1-87	1-S21	
Lot 11412 on SP 224043	1-3 and 1-4	3-S15	
Lot 11501 on SP 224043	3-140		
Lot 11502 on SP 224043			
Lot 11503 on SP 224043	1-109		
Lot 11504 on SP 224043	3-149		
Lot 11505 on SP 224043			
Lot 11506 on SP 224043	3-137		
Lot 11507 on SP 224043	1-11 and 1-12		
Lot 11508 on SP 224043	1-90		
Lot 11509 on SP 224043	1-130		
Lot 11510 on SP 224043	1-131		
Lot 11511 on SP 224043	1-89		
Lot 11512 on SP 224043	1-13 and 1-14		
Lot 11601 on SP 224043	1-101		
Lot 11602 on SP 224043			
Lot 11603 on SP 224043	1-177		
Lot 11604 on SP 224043	1-184		
Lot 11605 on SP 224043			
Lot 11606 on SP 224043	1-100		
Lot 11607 on SP 224043	1-9 and 1-10	1-S39	
Lot 11608 on SP 224043	1-94		3-S34 and 3-S35
Lot 11609 on SP 224043	1-128		1-S67
Lot 11610 on SP 224043			
Lot 11611 on SP 224043	1-98		
Lot 11612 on SP 224043	1-7 and 1-8	1-S81	
Lot 11701 on SP 224043	3-150		

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 11702 on SP 224043	3-92		
Lot 11703 on SP 224043	1-218 and 1-219		
Lot 11704 on SP 224043	3-89		
Lot 11705 on SP 224043	1-69 and 1-70	1-S32	
Lot 11706 on SP 224043	1-57 and 1-58	1-S31	
Lot 11707 on SP 224043	1-55 and 1-56	1-S30	
Lot 11708 on SP 224043	1-91 and 1-92	1-S27	
Lot 11709 on SP 224043	1-103		1-S58
Lot 11801 on SP 224043	1-49		
Lot 11802 on SP 224043	4-5 and 4-6		
Lot 11803 on SP 224043	3-5 and 3-6	3-S18	
Lot 11804 on SP 224043	3-95		
Lot 11805 on SP 224043	1-65 and 1-66	1-S20	
Lot 11806 on SP 224043	1-59 and 1-60	1-S19	
Lot 11807 on SP 224043	1-61 and 1-62	1-S18	
Lot 11808 on SP 224043	1-67 and 1-68	1-S17	
Lot 11809 on SP 224043	3-96		
Lot 11901 on SP 224043	1-176		
Lot 11902 on SP 224043	3-142		
Lot 11903 on SP 224043	1-214 and 1-215		
Lot 11904 on SP 224043	3-97		
Lot 11905 on SP 224043	1-31 and 1-32	1-S11	
Lot 11906 on SP 224043	1-37 and 1-38	1-S12	
Lot 11907 on SP 224043	1-35 and 1-36	1-S13	
Lot 11908 on SP 224043	1-63 and 1-64	1-S14	
Lot 11909 on SP 224043	3-98	3-S22	
Lot 12001 on SP 224043	1-99		

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 12002 on SP 224043	3-91	3-S21	
Lot 12003 on SP 224043	3-9 and 3-10		
Lot 12004 on SP 224043	1-208 and 1-209		
Lot 12005 on SP 224043	1-33 and 1-34	1-S7	
Lot 12006 on SP 224043	1-41, 1-42, 1-226 and 1-227	1-S6	
Lot 12007 on SP 224043	1-50, 1-51 and 1-52	1-S5	
Lot 12008 on SP 224043	1-39 and 1-40	1-S4	
Lot 12009 on SP 224043	1-206 and 1-207		1-S80A
Lot 12101 on SP 224043	1-97		
Lot 12102 on SP 224043	1-222 and 1-223		
Lot 12103 on SP 224043	1-220 and 1-221	1-S33	
Lot 12104 on SP 224043	1-212 and 1-213		
Lot 12105 on SP 224043	1-45 and 1-46	1-S3	
Lot 12106 on SP 224043	1-42A and 1-43A	1-S2	
Lot 12107 on SP 224043	1-43 and 1-44	1-S1	
Lot 12108 on SP 224043	1-53 and 1-54	1-S29	
Lot 12109 on SP 224043	1-210 and 1-211		
Lot 21809 on SP 224081	1-47		

#### HARBOUR TWO CARPARK AND STORAGE AREA ALLOCATIONS

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "C"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 20001 on SP 224081			
Lot 20002 on SP 224081	3-177		
Lot 20003 on SP 224081			
Lot 20004 on SP 224081	2-160		
Lot 20005 on SP 224081	2-161		

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "C"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 20006 on SP 224081	2-162		
Lot 20007 on SP 224081	3-94		
Lot 20008 on SP 224081	3-168		
Lot 20009 on SP 224081	3-167		3-S6
Lot 20010 on SP 224081	3-166		
Lot 20011 on SP 224081	4-3 and 4-4		
Lot 20101 on SP 224081			
Lot 20102 on SP 224081			
Lot 20103 on SP 224081	3-176		
Lot 20104 on SP 224081			
Lot 20105 on SP 224081	3-183		
Lot 20106 on SP 224081			
Lot 20107 on SP 224081			
Lot 20108 on SP 224081	4-9 and 4-10		
Lot 20109 on SP 224081	3-165		
Lot 20110 on SP 224081	3-164	1-S16	
Lot 20111 on SP 224081	3-163		3-S9
Lot 20112 on SP 224081	4-7 and 4-8		
Lot 20201 on SP 224081			
Lot 20202 on SP 224081			
Lot 20203 on SP 224081	3-175		
Lot 20204 on SP 224081			
Lot 20205 on SP 224081	3-184		
Lot 20206 on SP 224081			
Lot 20207 on SP 224081		1-S26	
Lot 20208 on SP 224081	4-13 and 4-14		
Lot 20209 on SP 224081	3-162		3-S31

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "C"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 20210 on SP 224081	3-119		
Lot 20211 on SP 224081	3-118		
Lot 20212 on SP 224081	3-52 and 3-53		
Lot 20301 on SP 224081			
Lot 20302 on SP 224081			
Lot 20303 on SP 224081	3-174		
Lot 20304 on SP 224081			
Lot 20305 on SP 224081	3-185		
Lot 20306 on SP 224081			
Lot 20307 on SP 224081			
Lot 20308 on SP 224081	3-50 and 3-51		
Lot 20309 on SP 224081	3-120		
Lot 20310 on SP 224081	3-121		
Lot 20311 on SP 224081	3-122		
Lot 20312 on SP 224081	4-11 and 4-12		
Lot 20401 on SP 224081			
Lot 20402 on SP 224081			
Lot 20403 on SP 224081	3-173		
Lot 20404 on SP 224081			
Lot 20405 on SP 224081	3-186		
Lot 20406 on SP 224081			
Lot 20407 on SP 224081			
Lot 20408 on SP 224081	3-46 and 3-47		
Lot 20409 on SP 224081	3-117		
Lot 20410 on SP 224081	3-116		
Lot 20411 on SP 224081	3-115		
Lot 20412 on SP 224081	3-48 and 3-49		

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked “C”	By-law 47 – Exclusive Use Area – Storage on Plan attached marked “A”	By-law 47 – Exclusive Use Area – Storage on Plan attached marked “C”
Lot 20501 on SP 224081			
Lot 20502 on SP 224081			
Lot 20503 on SP 224081	3-172		
Lot 20504 on SP 224081			
Lot 20505 on SP 224081	3-187		
Lot 20506 on SP 224081			
Lot 20507 on SP 224081			
Lot 20508 on SP 224081	3-42 and 3-43		
Lot 20509 on SP 224081	3-123		
Lot 20510 on SP 224081	3-124		
Lot 20511 on SP 224081	3-125		
Lot 20512 on SP 224081	3-44 and 3-45		
Lot 20601 on SP 224081			
Lot 20602 on SP 224081			
Lot 20603 on SP 224081	3-171		
Lot 20604 on SP 224081			
Lot 20605 on SP 224081	3-188		3-S30
Lot 20606 on SP 224081			
Lot 20607 on SP 224081			
Lot 20608 on SP 224081	3-38 and 3-39		
Lot 20609 on SP 224081	3-114	1-S9	
Lot 20610 on SP 224081	4-1		4-S1
Lot 20611 on SP 224081	3-112		
Lot 20612 on SP 224081	3-40 and 3-41		
Lot 20701 on SP 224081			
Lot 20702 on SP 224081			
Lot 20703 on SP 224081	3-170		

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked “C”	By-law 47 – Exclusive Use Area – Storage on Plan attached marked “A”	By-law 47 – Exclusive Use Area – Storage on Plan attached marked “C”
Lot 20704 on SP 224081			
Lot 20705 on SP 224081	3-189		3-S32/33
Lot 20706 on SP 224081		1-S34, 1-S35 and 1-S36	
Lot 20707 on SP 224081			
Lot 20708 on SP 224081	3-11 and 3-12		
Lot 20709 on SP 224081	3-126		
Lot 20710 on SP 224081	3-127		
Lot 20711 on SP 224081	3-128		3-S4
Lot 20712 on SP 224081	3-36 and 3-37		
Lot 20801 on SP 224081			
Lot 20802 on SP 224081			
Lot 20803 on SP 224081	3-169		
Lot 20804 on SP 224081			
Lot 20805 on SP 224081	3-190		
Lot 20806 on SP 224081			
Lot 20807 on SP 224081			
Lot 20808 on SP 224081	3-13 and 3-14		
Lot 20809 on SP 224081	3-129		
Lot 20810 on SP 224081	4-2		4-S2
Lot 20811 on SP 224081	3-113		
Lot 20812 on SP 224081	3-34 and 3-35		
Lot 20901 on SP 224081			
Lot 20902 on SP 224081			
Lot 20903 on SP 224081	3-210		3-S24
Lot 20904 on SP 224081			
Lot 20905 on SP 224081	3-191		

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked “C”	By-law 47 – Exclusive Use Area – Storage on Plan attached marked “A”	By-law 47 – Exclusive Use Area – Storage on Plan attached marked “C”
Lot 20906 on SP 224081	1-10A		
Lot 20907 on SP 224081			
Lot 20908 on SP 224081	3-15 and 3-16		
Lot 20909 on SP 224081	3-132		
Lot 20910 on SP 224081	3-18		3-S39
Lot 20911 on SP 224081	3-17		3-S38
Lot 20912 on SP 224081	3-32 and 3-33		
Lot 21001 on SP 224081	4-94		
Lot 21002 on SP 224081	4-93		
Lot 21003 on SP 224081	3-209		
Lot 21004 on SP 224081			
Lot 21005 on SP 224081	3-192		
Lot 21006 on SP 224081	3-161		
Lot 21007 on SP 224081	3-135		
Lot 21008 on SP 224081	3-133 and 3-134		1-S74
Lot 21009 on SP 224081	3-136 and 3-160		1-S68
Lot 21010 on SP 224081	3-74 and 3-99		3-S1
Lot 21011 on SP 224081	3-30 and 3-31		
Lot 21101 on SP 224081	4-98		
Lot 21102 on SP 224081	4-97		
Lot 21103 on SP 224081	3-208		
Lot 21104 on SP 224081			
Lot 21105 on SP 224081	3-193		
Lot 21106 on SP 224081	4-96		
Lot 21107 on SP 224081	4-95		
Lot 21108 on SP 224081	3-108 and 3-109		1-S70
Lot 21109 on SP 224081	3-54 and 3-55		1-S66



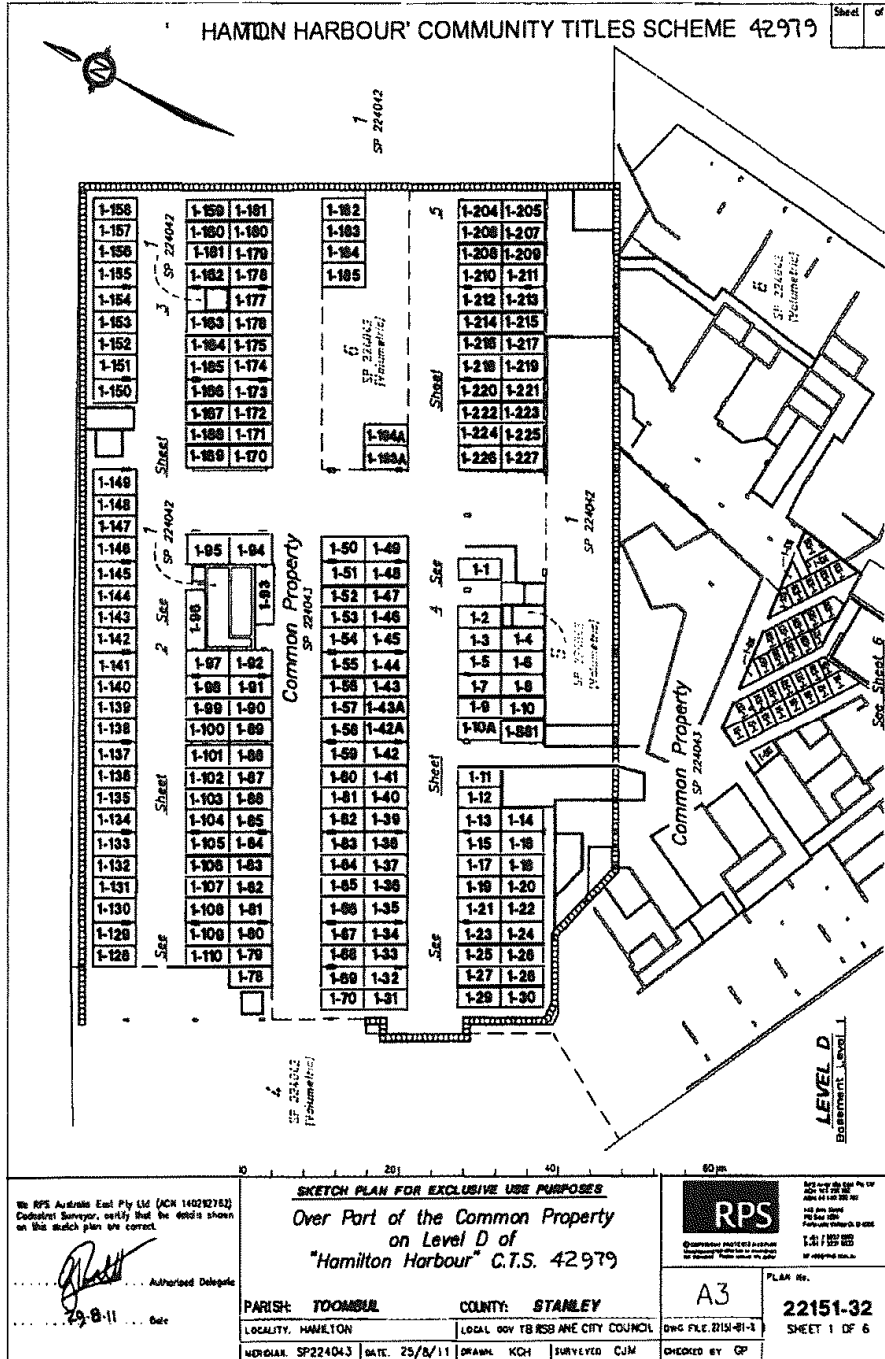
Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "C"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 21110 on SP 224081	3-56 and 3-57		1-S63
Lot 21111 on SP 224081	3-28 and 3-29		1-S79
Lot 21201 on SP 224081	4-102		
Lot 21202 on SP 224081	4-101		
Lot 21203 on SP 224081	3-207		
Lot 21204 on SP 224081			
Lot 21205 on SP 224081	3-194		
Lot 21206 on SP 224081	4-100		
Lot 21207 on SP 224081	4-99		
Lot 21208 on SP 224081	3-106 and 3-107		1-S71
Lot 21209 on SP 224081	3-58 and 3-59		1-S62
Lot 21210 on SP 224081	3-60 and 3-61		1-S61
Lot 21211 on SP 224081	3-26 and 3-27		1-S78
Lot 21301 on SP 224081	4-91		
Lot 21302 on SP 224081	4-92		
Lot 21303 on SP 224081	3-206		
Lot 21304 on SP 224081			
Lot 21305 on SP 224081	3-195		
Lot 21306 on SP 224081	4-104		
Lot 21307 on SP 224081	4-103		
Lot 21308 on SP 224081	3-104 and 3-105		1-S72
Lot 21309 on SP 224081	3-62 and 3-63		1-S60
Lot 21310 on SP 224081	3-64 and 3-65		1-S59
Lot 21311 on SP 224081	3-24 and 3-25		
Lot 21401 on SP 224081	3-130		
Lot 21402 on SP 224081	3-131		
Lot 21403 on SP 224081	3-205		

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "C"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 21404 on SP 224081			
Lot 21405 on SP 224081	3-196		
Lot 21406 on SP 224081	4-89		
Lot 21407 on SP 224081	4-90		
Lot 21408 on SP 224081	3-102 and 3-103		1-S73
Lot 21409 on SP 224081	3-66 and 3-67		1-S47
Lot 21410 on SP 224081	3-68 and 3-69		1-S57
Lot 21411 on SP 224081	3-22 and 3-23		1-S76
Lot 21501 on SP 224081	4-85		
Lot 21502 on SP 224081	4-86		
Lot 21503 on SP 224081	3-204		
Lot 21504 on SP 224081			
Lot 21505 on SP 224081	3-197		3-S5
Lot 21506 on SP 224081	4-87		
Lot 21507 on SP 224081	4-88		
Lot 21508 on SP 224081	3-100 and 3-101		1-S69
Lot 21509 on SP 224081	3-70 and 3-71		1-S64
Lot 21510 on SP 224081	3-72 and 3-73		1-S77
Lot 21511 on SP 224081	3-20 and 3-21		1-S75
Lot 21601 on SP 224081	4-81		
Lot 21602 on SP 224081	4-82		
Lot 21603 on SP 224081	3-203		
Lot 21604 on SP 224081			
Lot 21605 on SP 224081	3-198	3-S17	
Lot 21606 on SP 224081	4-83		
Lot 21607 on SP 224081	4-84		
Lot 21608 on SP 224081	1-198 and 1-199		1-S50 and 3-S8

Lot on Plan	By-law 47 – Exclusive Use Area – Parking on Plan attached marked "C"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "A"	By-law 47 – Exclusive Use Area – Storage on Plan attached marked "C"
Lot 21609 on SP 224081	1-190 and 1-191		1-S42
Lot 21610 on SP 224081	1-202 and 1-203		1-S56
Lot 21701 on SP 224081	3-181		
Lot 21702 on SP 224081	3-180	3-S16	
Lot 21703 on SP 224081	3-202		
Lot 21704 on S0P 224081			
Lot 21705 on SP 224081	3-199		
Lot 21706 on SP 224081	3-179		
Lot 21707 on SP 224081	3-178		
Lot 21708 on SP 224081	1-189 and 1-188		1-S44
Lot 21709 on SP 224081	1-192 and 1-193		1-S54
Lot 21710 on SP 224081	1-200 and 1-201		1-S65
Lot 21801 on SP 224081	3-19		
Lot 21802 on SP 224081	3-110		
Lot 21803 on SP 224081	3-201		
Lot 21804 on SP 224081			
Lot 21805 on SP 224081	3-200		
Lot 21806 on SP 224081	3-111		
Lot 21807 on SP 224081	3-182		
Lot 21808 on SP 224081	1-196 and 1-197		1-S52
Lot 21809 on SP 224081	1-194 and 1-195		1-S40
Lot 21810 on SP 224081	1-186 and 1-187		1-S48

## OTHER ALLOCATIONS

Lot on Plan	By-law 48 – Exclusive Use Area – Access and Washroom Facilities on Plan attached marked “B”
Lot 10007 on SP 224043	A1
Lot 10008 on SP 224043	A1



We RPS Australia East Pty Ltd (ACN 140292752)  
 Cadastral Surveyor, certify that the data shown  
 on this sketch plan are correct.

*[Signature]* Authorized Delegate  
 29.8.11 Date

SKETCH PLAN FOR EXCLUSIVE USE PURPOSES  
 Over Part of the Common Property  
 on Level D of  
 "Hamilton Harbour" C.T.S. 42979

PARISH: TOOMBUL COUNTY: STANLEY

LOCALITY: HAMILTON LOCAL GOV: TBESBANE CITY COUNCIL

MEMORANDUM: SP224043 DATE: 25/8/11 DRAWN: KCH SURVEYED: CJM

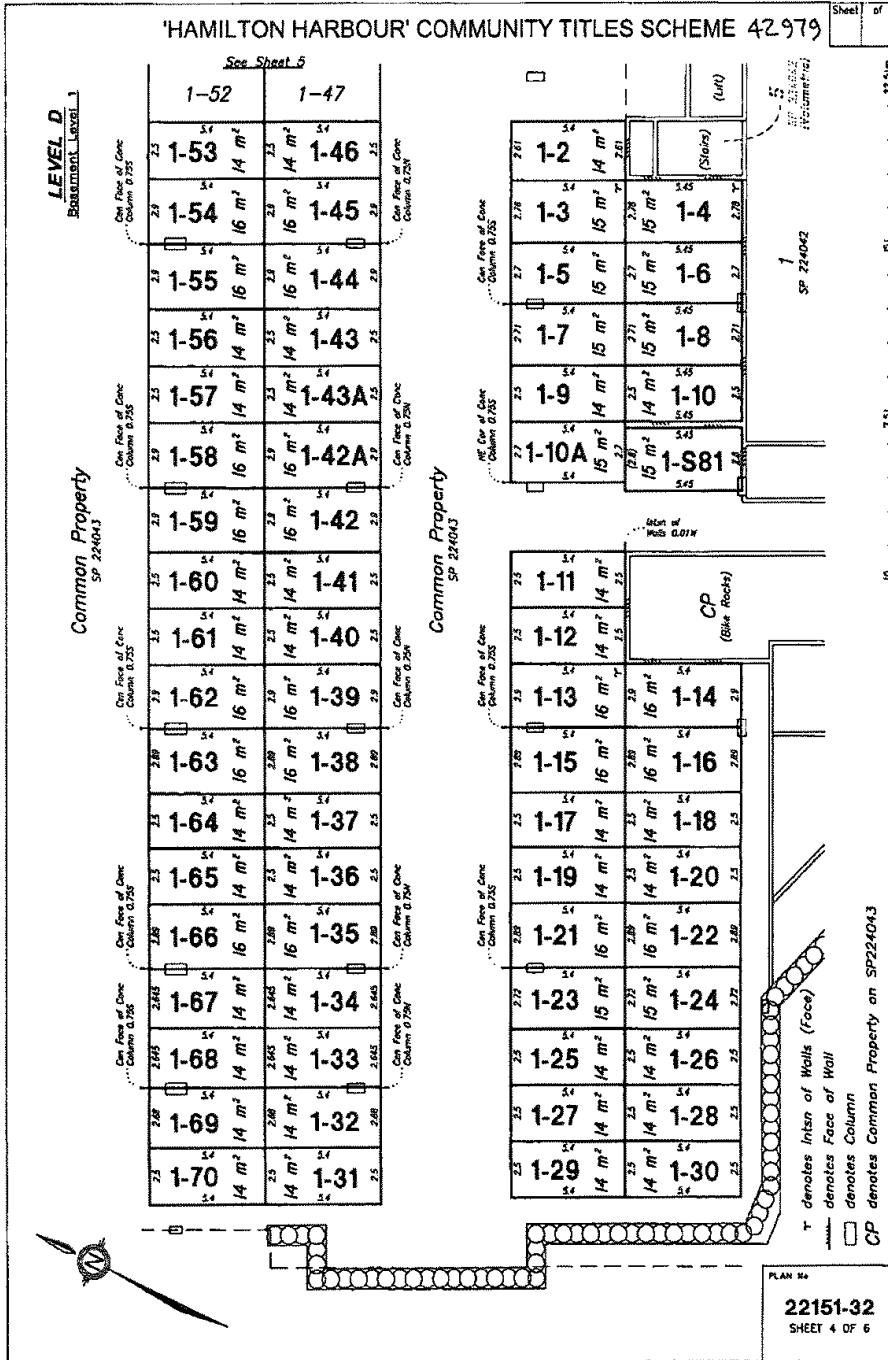
**RPS**  
 RPS Australia East Pty Ltd  
 151 Pitt Street  
 Sydney NSW 2000  
 1.81 7 858 888  
 www.rps.com.au

PLAN NO.  
**22151-32**  
 SHEET 1 OF 6

A3  
 DWG FILE: 22151-32-1  
 CHECKED BY: CP







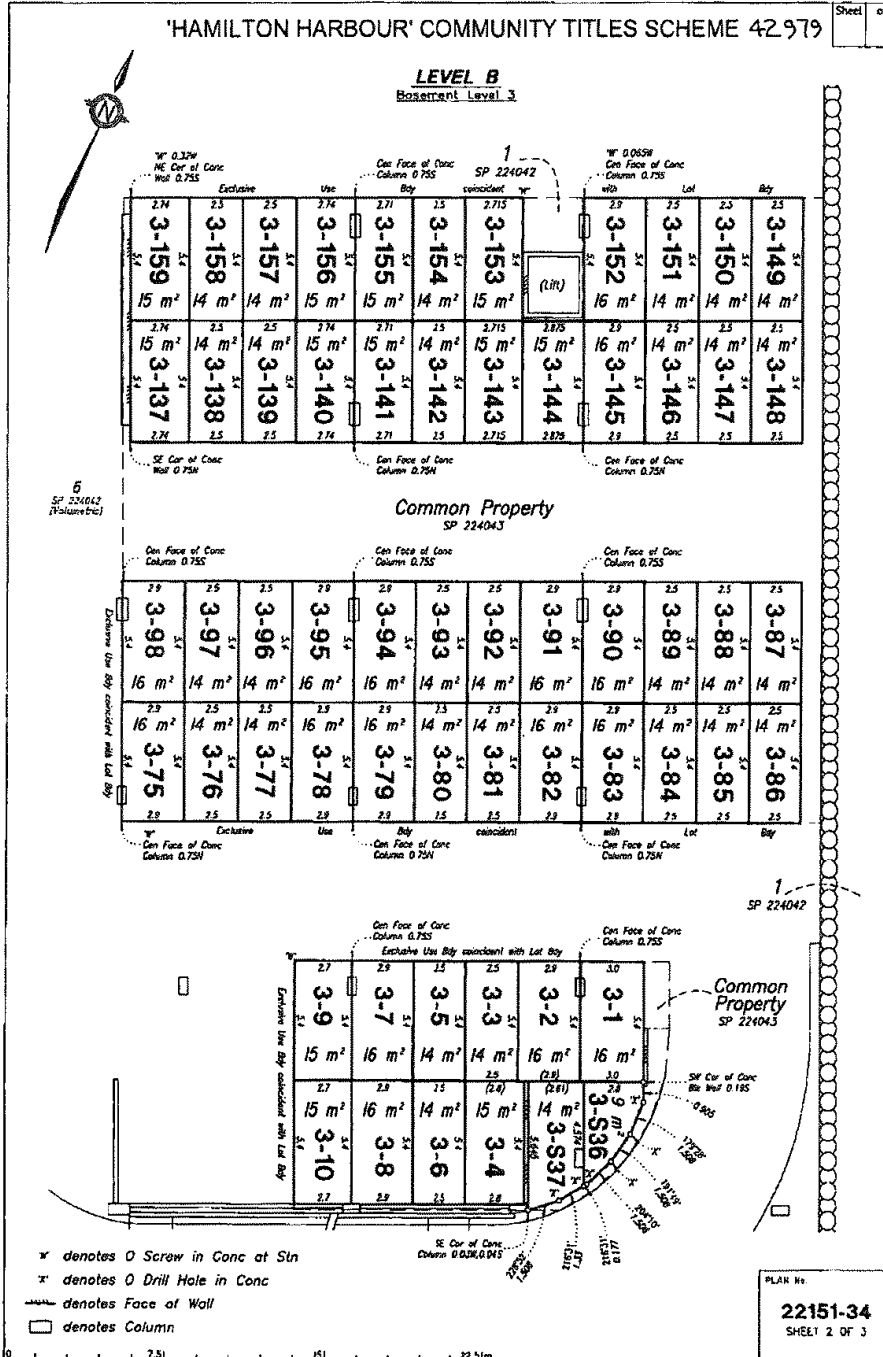




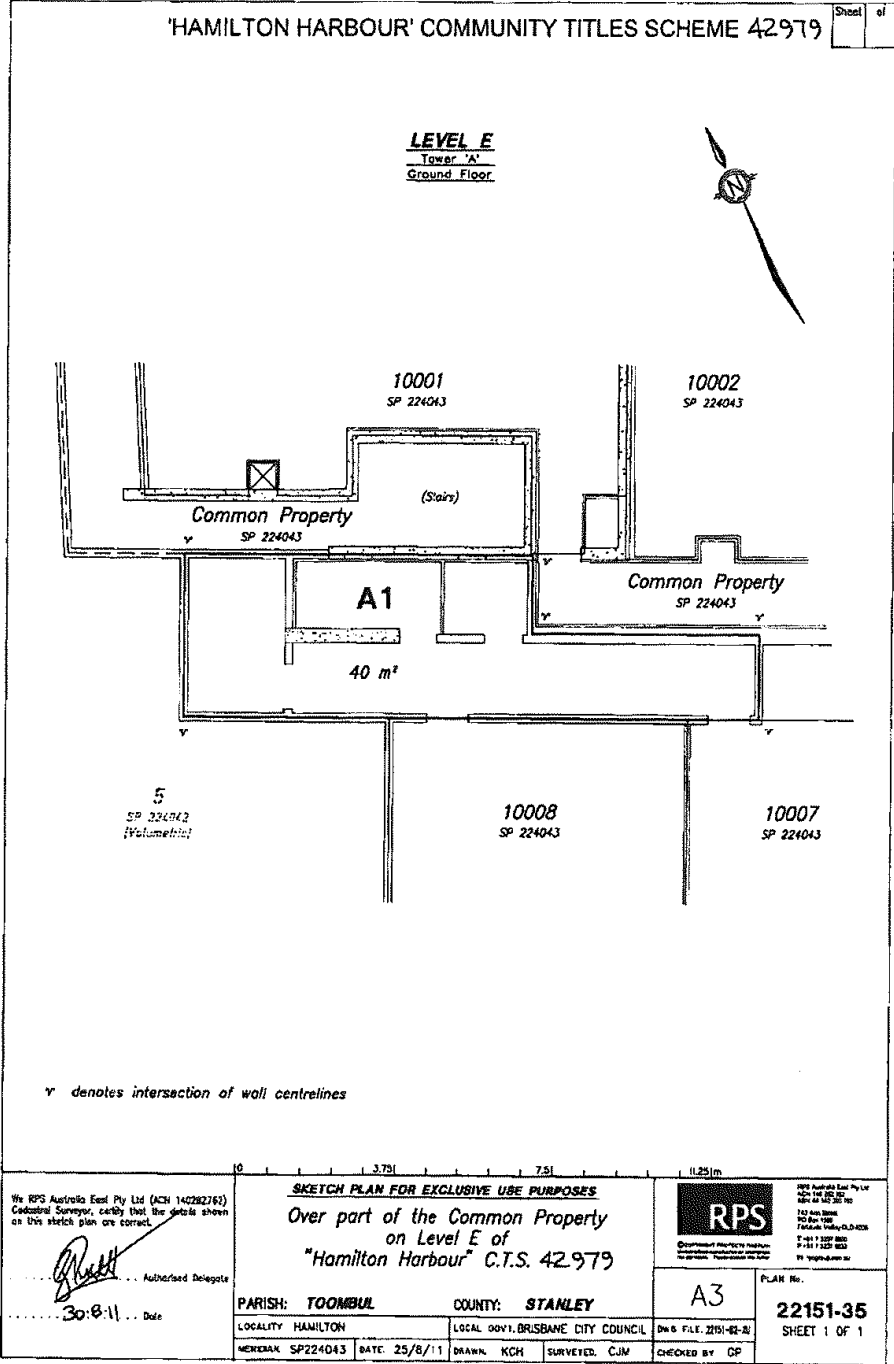








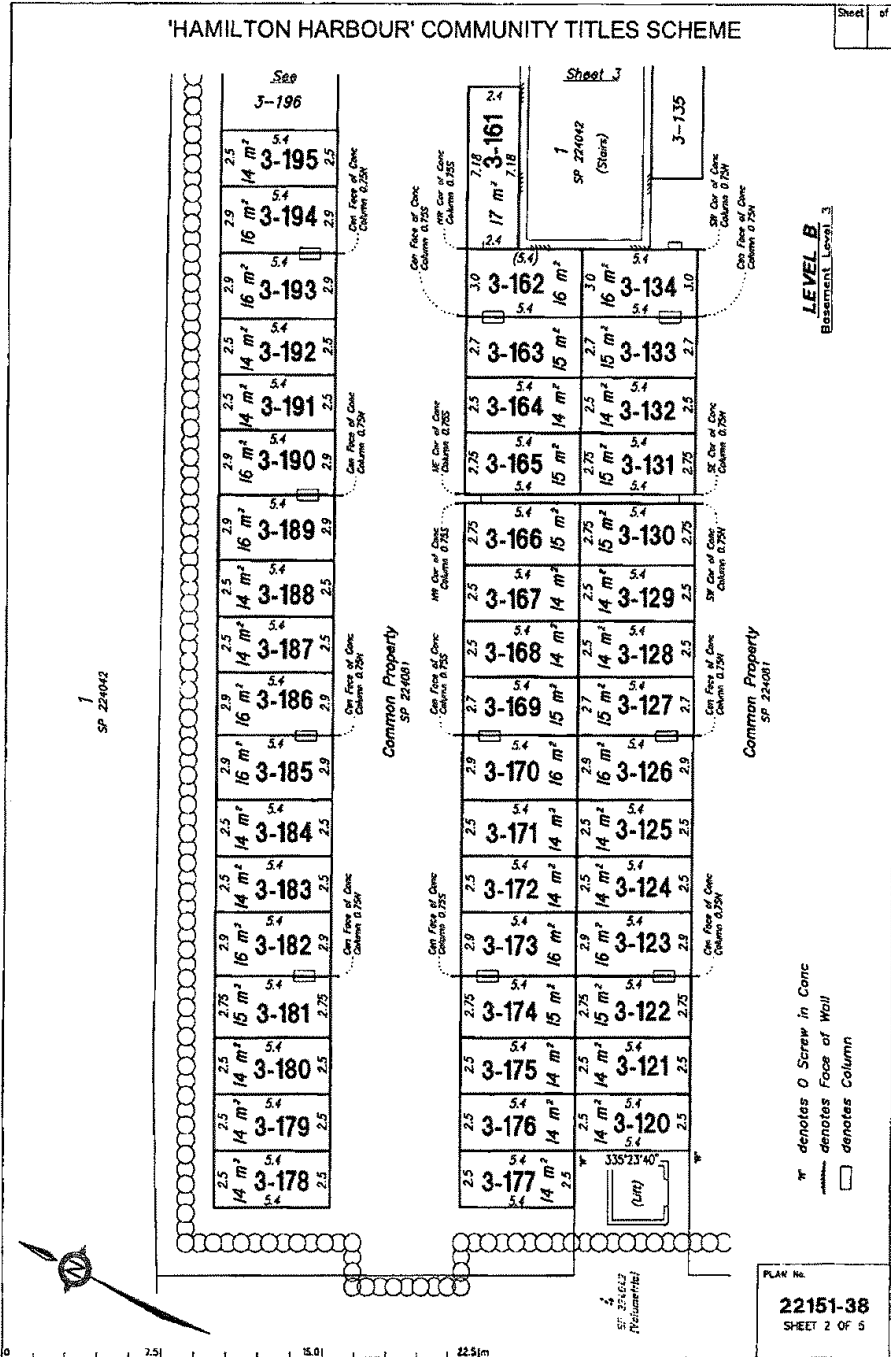




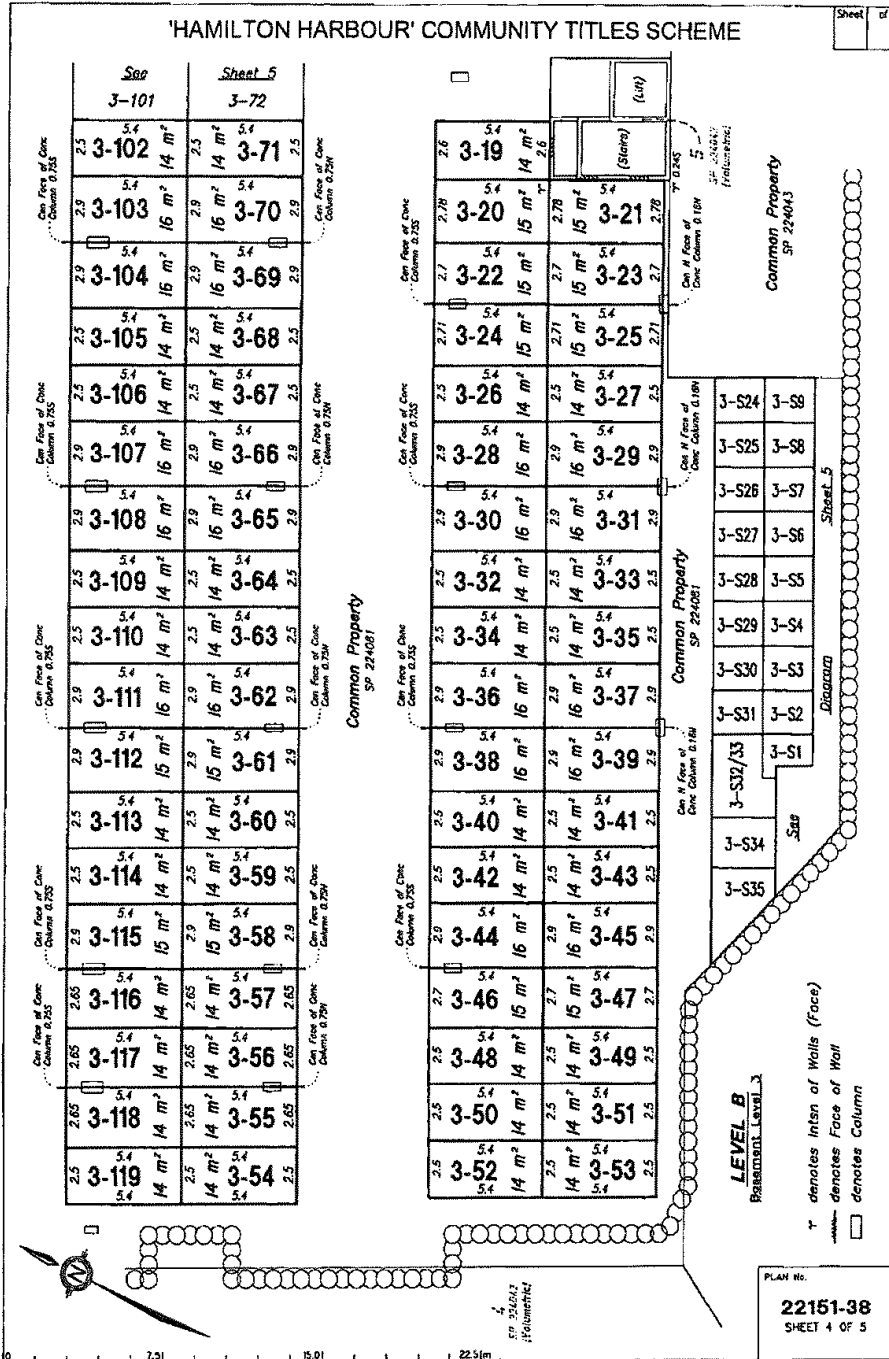




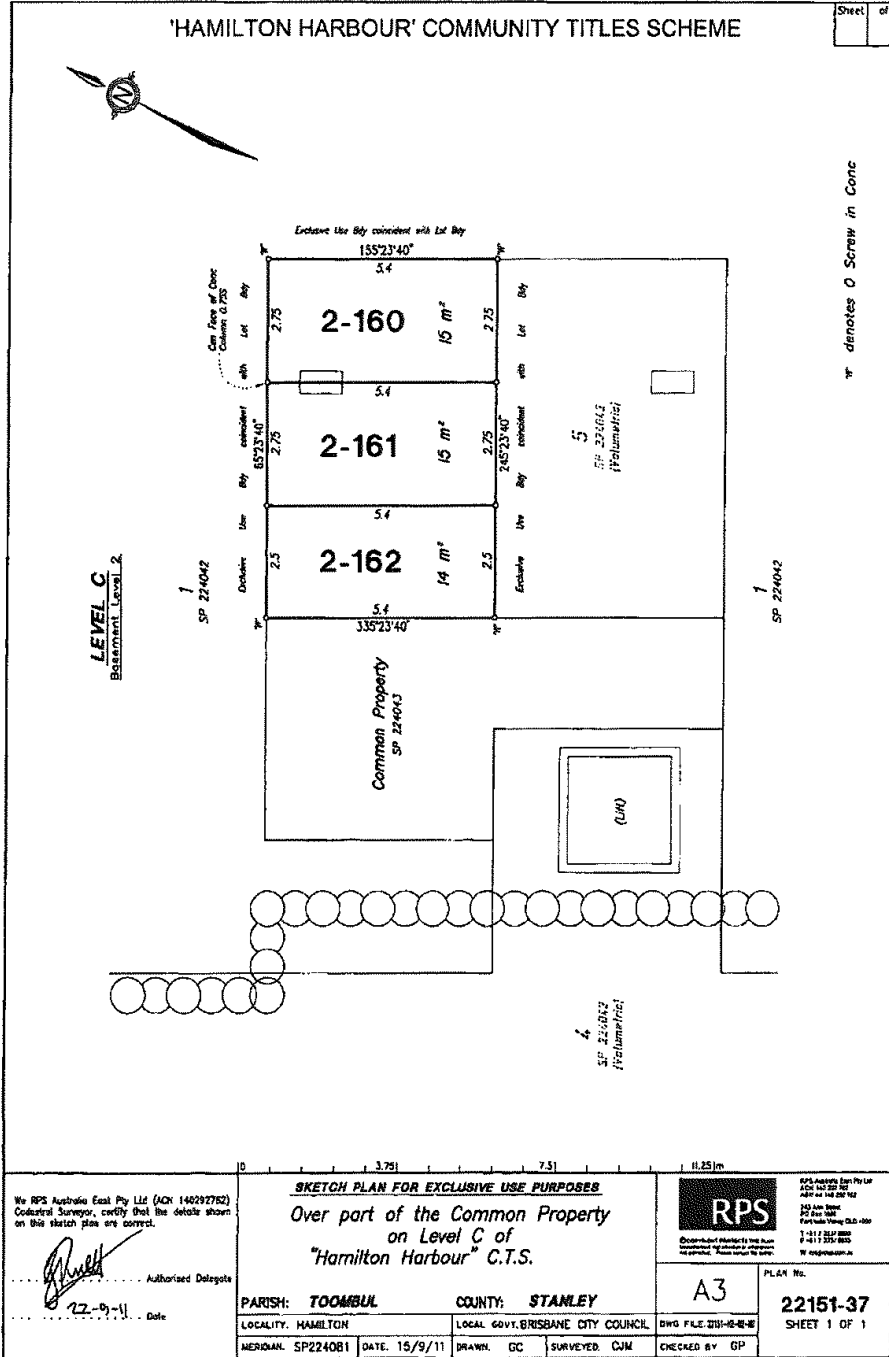












Sheet of

° denotes 0 Screw in Conc

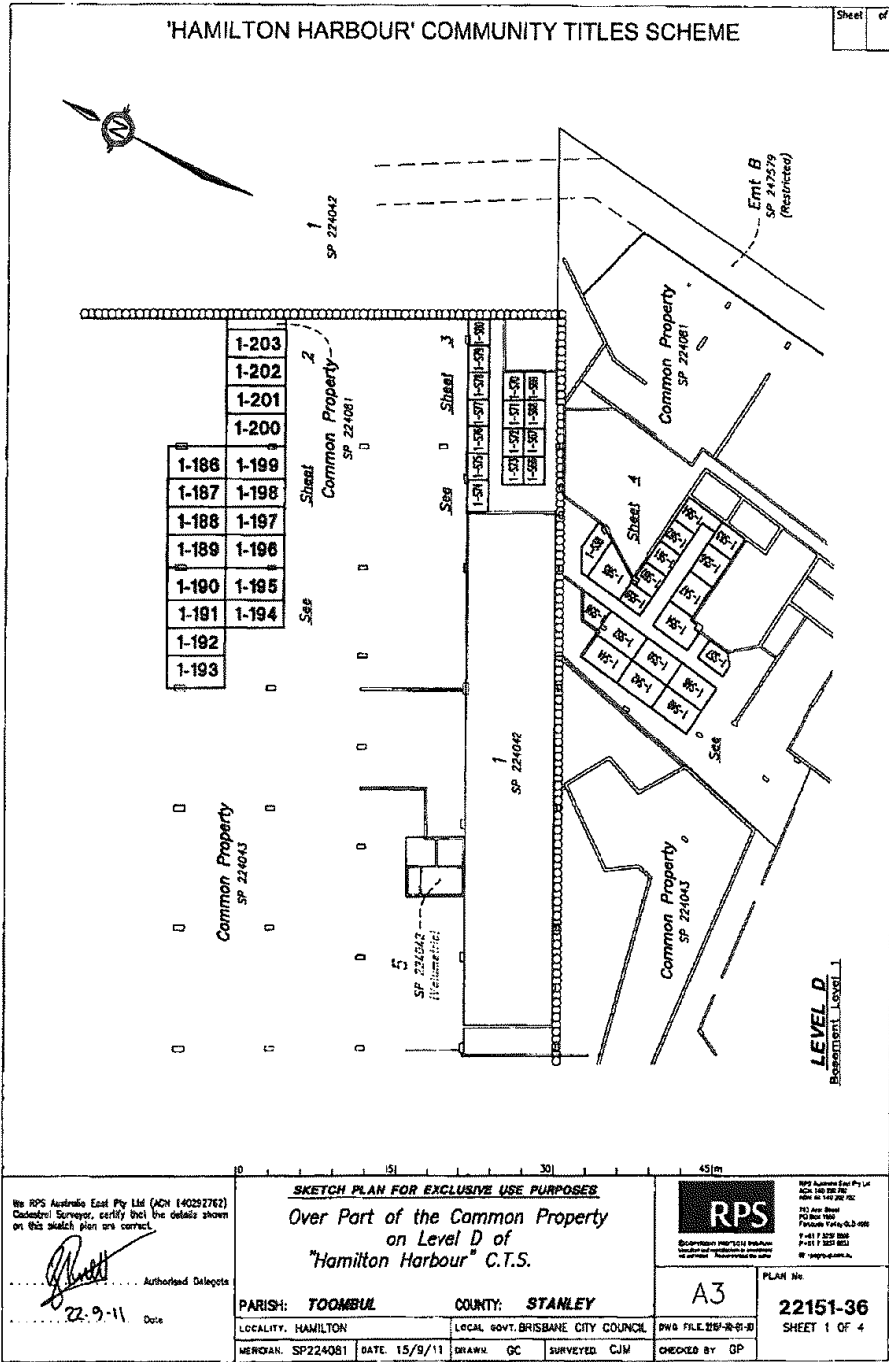
We RPS Australia East Pty Ltd (ACN 146292762)  
 Cadastral Surveyor, certify that the details shown  
 on this sketch plan are correct.

*[Signature]*  
 Authorised Delegate  
 22-09-11 Date

**SKETCH PLAN FOR EXCLUSIVE USE PURPOSES**  
 Over part of the Common Property  
 on Level C of  
 "Hamilton Harbour" C.T.S.

**RPS**  
 RPS Australia East Pty Ltd  
 ACN 146 292 762  
 22 Ave Road  
 PO Box 1000  
 Centenary Place, QLD 4000  
 T 311 357 888  
 F 311 357 888  
 W rps.com.au

PARISH: <b>TOOMBUL</b>	COUNTY: <b>STANLEY</b>	PLAID No. <b>A3</b>
LOCALITY: <b>HAMILTON</b>	LOCAL GOVT. <b>BRISBANE CITY COUNCIL</b>	DWG FILE: <b>22151-37</b>
MERIDIAN: <b>SP2240B1</b>	DATE: <b>15/9/11</b>	SHEET <b>1 OF 1</b>
DRAWN: <b>GC</b>	SURVEYED: <b>CJM</b>	CHECKED BY: <b>GP</b>



We RPS Australia East Pty Ltd (ACN 140292762) Cadastral Surveyors, certify that the details shown on this sketch plan are correct.

*[Signature]*  
 Authorized Delegate  
 22.9.11 Date

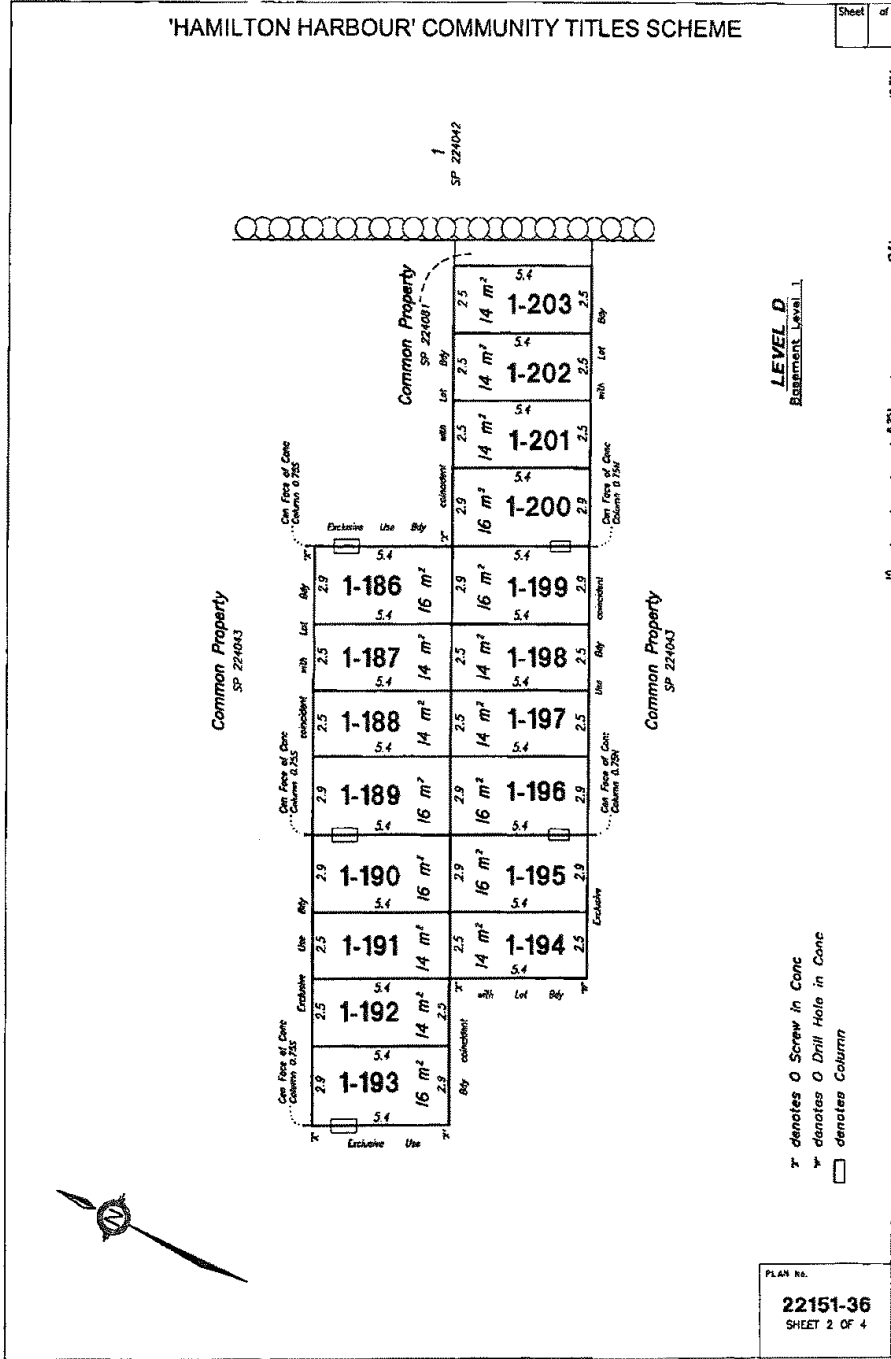
**SKETCH PLAN FOR EXCLUSIVE USE PURPOSES**  
 Over Part of the Common Property  
 on Level D of  
 "Hamilton Harbour" C.T.S.

**RPS**  
 RPS Australia East Pty Ltd  
 ACN 140292762  
 22 Ave Street  
 PO Box 100  
 Parkville Vic 3066  
 T +61 3 9338 8888  
 F +61 3 9338 8833  
 W www.rps.com.au

PARISH: <b>TOOMBUL</b>	COUNTY: <b>STANLEY</b>	<b>A3</b>	PLAN No: <b>22151-36</b>
LOCALITY: <b>HAMILTON</b>	LOCAL GOVT: <b>BRISBANE CITY COUNCIL</b>	<b>PWD FILE 22151-36</b>	<b>SHEET 1 OF 4</b>
MERIDIAN: <b>SP224081</b>	DATE: <b>15/9/11</b>	DRAWN: <b>GC</b>	SURVEYED: <b>CJM</b>
		CHECKED BY: <b>GP</b>	

'HAMILTON HARBOUR' COMMUNITY TITLES SCHEME

Sheet of

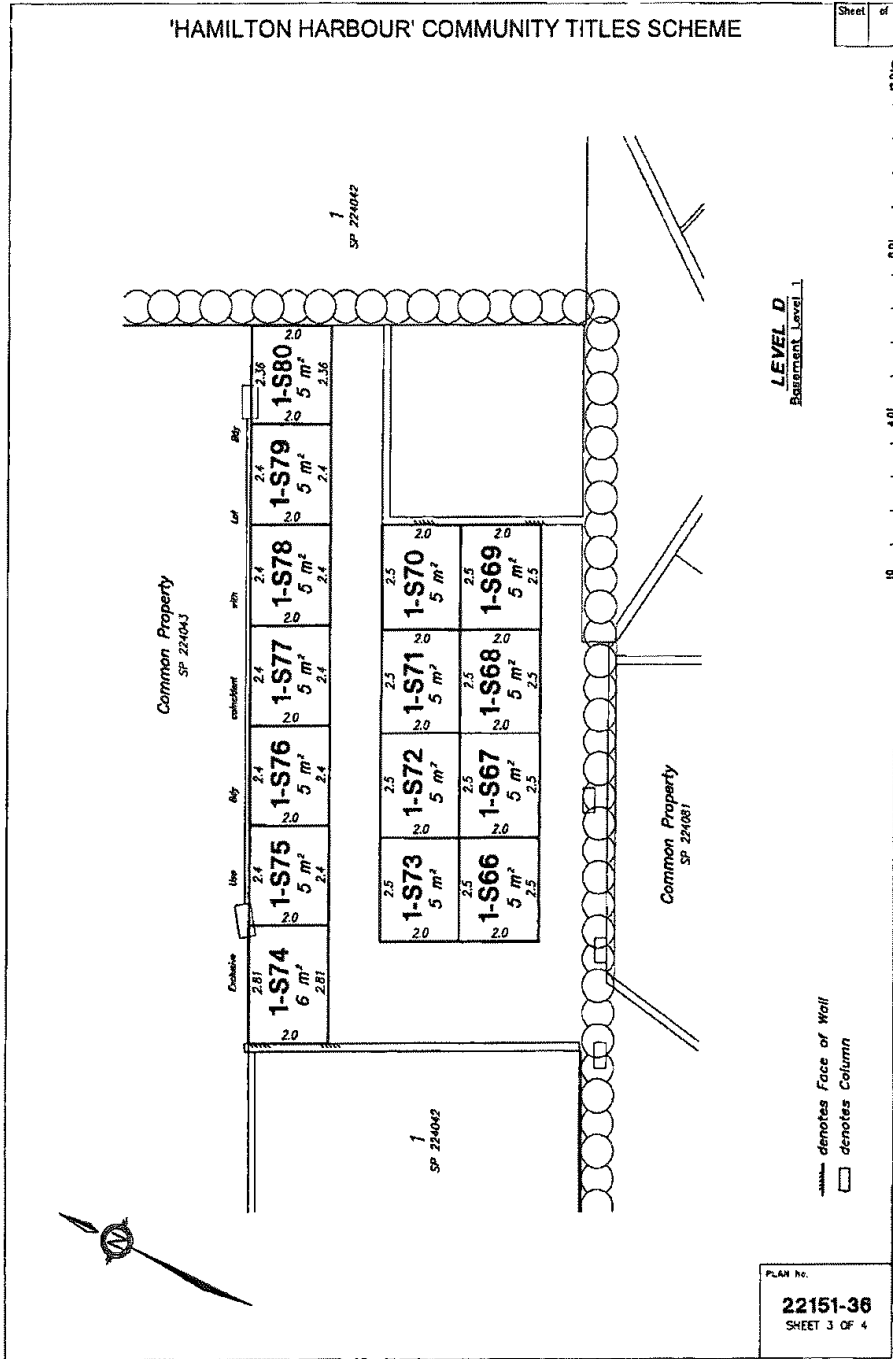


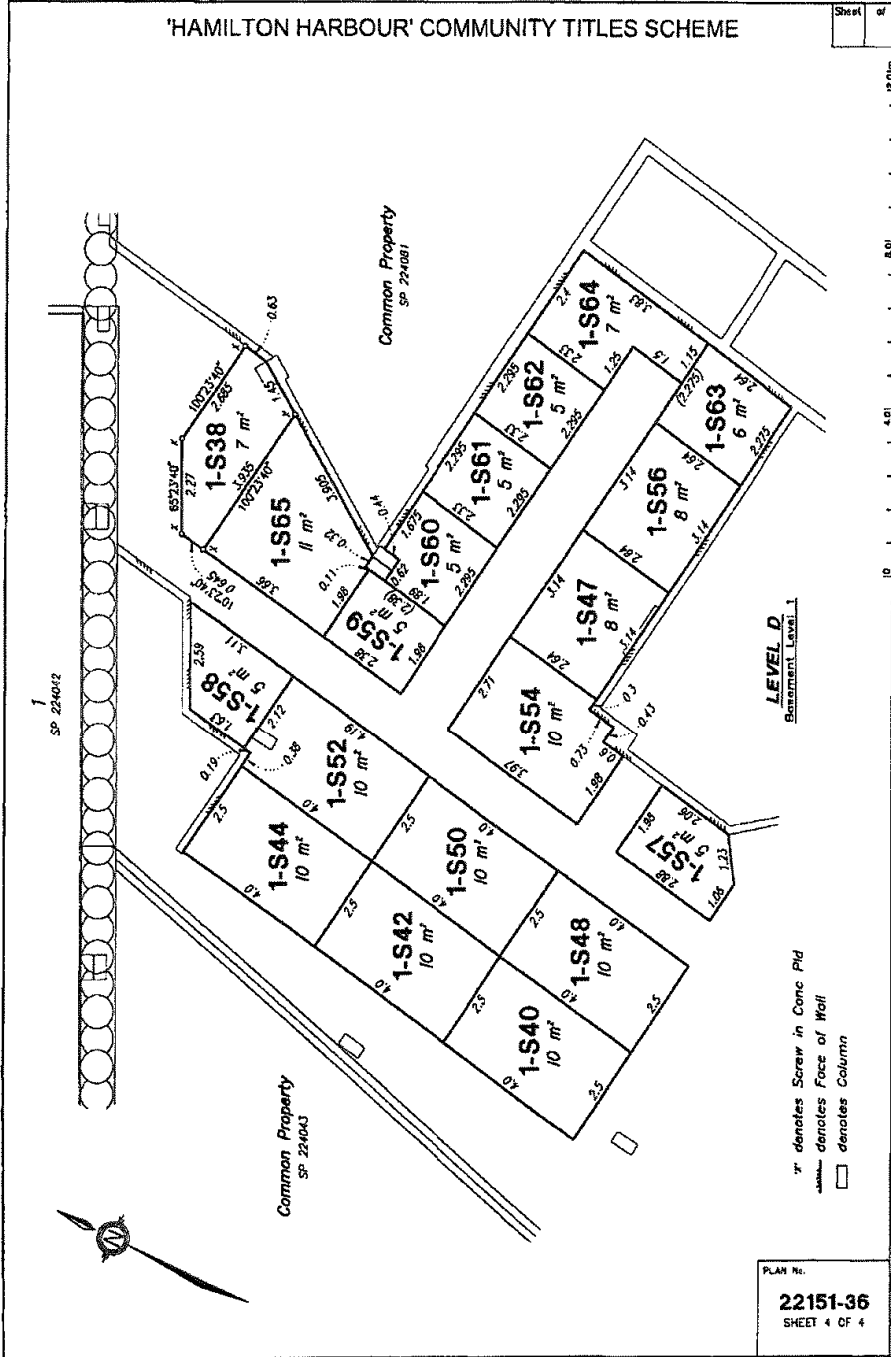
LEVEL 0  
BASEMENT LEVEL 1

○ denotes O Screw in Conc  
⊗ denotes O Drill Hole in Conc  
□ denotes Column

PLAN No.  
**22151-36**  
SHEET 2 OF 4









Title	Lot	Plan
50858894	10307	SP 224043
50858895	10308	SP 224043
50858896	10309	SP 224043
50858897	10310	SP 224043
50858898	10311	SP 224043
50858899	10312	SP 224043
50858900	10313	SP 224043
50858901	10314	SP 224043
50858902	10401	SP 224043
50858903	10402	SP 224043
50858904	10403	SP 224043
50858905	10404	SP 224043
50858906	10405	SP 224043
50858907	10406	SP 224043
50858908	10407	SP 224043
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50858910	10409	SP 224043
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50858912	10411	SP 224043
50858913	10412	SP 224043
50858914	10413	SP 224043
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50858932	10603	SP 224043
50858933	10604	SP 224043
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50858935	10606	SP 224043
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50858940	10611	SP 224043
50858941	10612	SP 224043
50858942	10613	SP 224043
50858943	10614	SP 224043
50858944	10701	SP 224043

18/02/2026 16:17  
Request No: 55111846

COMMUNITY TITLES SCHEME SEARCH STATEMENT

Title	Lot	Plan
50858945	10702	SP 224043
50858946	10703	SP 224043
50858947	10704	SP 224043
50858948	10705	SP 224043
50858949	10706	SP 224043
50858950	10707	SP 224043
50858951	10708	SP 224043
50858952	10709	SP 224043
50858953	10710	SP 224043
50858954	10711	SP 224043
50858955	10712	SP 224043
50858956	10713	SP 224043
50858957	10801	SP 224043
50858958	10802	SP 224043
50858959	10803	SP 224043
50858960	10804	SP 224043
50858961	10805	SP 224043
50858962	10806	SP 224043
50858963	10807	SP 224043
50858964	10808	SP 224043
50858965	10809	SP 224043
50858966	10810	SP 224043
50858967	10811	SP 224043
50858968	10812	SP 224043
50858969	10813	SP 224043
50858970	10901	SP 224043
50858971	10902	SP 224043
50858972	10903	SP 224043
50858973	10904	SP 224043
50858974	10905	SP 224043
50858975	10906	SP 224043
50858976	10907	SP 224043
50858977	10908	SP 224043
50858978	10909	SP 224043
50858979	10910	SP 224043
50858980	10911	SP 224043
50858981	10912	SP 224043
50858982	10913	SP 224043
50858983	11001	SP 224043
50858984	11002	SP 224043
50858985	11003	SP 224043
50858986	11004	SP 224043
50858987	11005	SP 224043
50858988	11006	SP 224043
50858989	11007	SP 224043
50858990	11008	SP 224043
50858991	11009	SP 224043
50858992	11010	SP 224043
50858993	11011	SP 224043
50858994	11012	SP 224043
50858995	11101	SP 224043

Request No: 55111846

Title	Lot	Plan
50858996	11102	SP 224043
50858997	11103	SP 224043
50858998	11104	SP 224043
50858999	11105	SP 224043
50859000	11106	SP 224043
50859001	11107	SP 224043
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50859021	11303	SP 224043
50859022	11304	SP 224043
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50859045	11503	SP 224043
50859046	11504	SP 224043

Title	Lot	Plan
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Title	Lot	Plan
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50863725	20302	SP 224081



Title	Lot	Plan
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50863736	20401	SP 224081
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50863772	20701	SP 224081
50863773	20702	SP 224081
50863774	20703	SP 224081
50863775	20704	SP 224081
50863776	20705	SP 224081

Title	Lot	Plan
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50863777	20706	SP	224081
50863778	20707	SP	224081
50863779	20708	SP	224081
50863780	20709	SP	224081
50863781	20710	SP	224081
50863782	20711	SP	224081
50863783	20712	SP	224081
50863784	20801	SP	224081
50863785	20802	SP	224081
50863786	20803	SP	224081
50863787	20804	SP	224081
50863788	20805	SP	224081
50863789	20806	SP	224081
50863790	20807	SP	224081
50863791	20808	SP	224081
50863792	20809	SP	224081
50863793	20810	SP	224081
50863794	20811	SP	224081
50863795	20812	SP	224081
50863796	20901	SP	224081
50863797	20902	SP	224081
50863798	20903	SP	224081
50863799	20904	SP	224081
50863800	20905	SP	224081
50863801	20906	SP	224081
50863802	20907	SP	224081
50863803	20908	SP	224081
50863804	20909	SP	224081
50863805	20910	SP	224081
50863806	20911	SP	224081
50863807	20912	SP	224081
50863808	21001	SP	224081
50863809	21002	SP	224081
50863810	21003	SP	224081
50863811	21004	SP	224081
50863812	21005	SP	224081
50863813	21006	SP	224081
50863814	21007	SP	224081
50863815	21008	SP	224081
50863816	21009	SP	224081
50863817	21010	SP	224081
50863818	21011	SP	224081
50863819	21101	SP	224081
50863820	21102	SP	224081
50863821	21103	SP	224081
50863822	21104	SP	224081
50863823	21105	SP	224081
50863824	21106	SP	224081
50863825	21107	SP	224081
50863826	21108	SP	224081
50863827	21109	SP	224081

Title	Lot	Plan	
50863828	21110	SP	224081

50863829	21111	SP	224081
50863830	21201	SP	224081
50863831	21202	SP	224081
50863832	21203	SP	224081
50863833	21204	SP	224081
50863834	21205	SP	224081
50863835	21206	SP	224081
50863836	21207	SP	224081
50863837	21208	SP	224081
50863838	21209	SP	224081
50863839	21210	SP	224081
50863840	21211	SP	224081
50863841	21301	SP	224081
50863842	21302	SP	224081
50863843	21303	SP	224081
50863844	21304	SP	224081
50863845	21305	SP	224081
50863846	21306	SP	224081
50863847	21307	SP	224081
50863848	21308	SP	224081
50863849	21309	SP	224081
50863850	21310	SP	224081
50863851	21311	SP	224081
50863852	21401	SP	224081
50863853	21402	SP	224081
50863854	21403	SP	224081
50863855	21404	SP	224081
50863856	21405	SP	224081
50863857	21406	SP	224081
50863858	21407	SP	224081
50863859	21408	SP	224081
50863860	21409	SP	224081
50863861	21410	SP	224081
50863862	21411	SP	224081
50863863	21501	SP	224081
50863864	21502	SP	224081
50863865	21503	SP	224081
50863866	21504	SP	224081
50863867	21505	SP	224081
50863868	21506	SP	224081
50863869	21507	SP	224081
50863870	21508	SP	224081
50863871	21509	SP	224081
50863872	21510	SP	224081
50863873	21511	SP	224081
50863874	21601	SP	224081
50863875	21602	SP	224081
50863876	21603	SP	224081
50863877	21604	SP	224081
50863878	21605	SP	224081

Title	Lot	Plan	
50863879	21606	SP	224081
50863880	21607	SP	224081

50863881	21608	SP	224081
50863882	21609	SP	224081
50863883	21610	SP	224081
50863884	21701	SP	224081
50863885	21702	SP	224081
50863886	21703	SP	224081
50863887	21704	SP	224081
50863888	21705	SP	224081
50863889	21706	SP	224081
50863890	21707	SP	224081
50863891	21708	SP	224081
50863892	21709	SP	224081
50863893	21710	SP	224081
50863894	21801	SP	224081
50863895	21802	SP	224081
50863896	21803	SP	224081
50863897	21804	SP	224081
50863898	21805	SP	224081
50863899	21806	SP	224081
50863900	21807	SP	224081
50863901	21808	SP	224081
50863902	21809	SP	224081
50863903	21810	SP	224081

COMMUNITY MANAGEMENT STATEMENT Dealing No: 724434089

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

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Requested By: D-ENQ INFOTRACK PTY LIMITED

A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool. This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

**1. Pool safety certificate number**Identification number: **2. Location of the swimming pool**

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

Street address:

Postcode

Lot and plan details:

Local government area:

**3. Exemptions or alternative solutions for the swimming pool (if applicable)**

If an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

**4. Pool properties**

Shared pool

Non-shared pool

Number of pools

**5. Pool safety certificate validity**

Effective date:

/

/

Expiry date:

/

/

**6. Certification**

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

Name:

Pool safety inspector  
licence number:

Signature:

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

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

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

**Privacy statement**

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

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

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