

Body Corporate and Community Management Act 1997
Section 206
INFORMATION FOR DISCLOSURE STATEMENT

as at 02 October 2024

Body Corporate	Name of Scheme:	VITA
	Community Titles Scheme No:	29265
	Lot Number:	3
	Plan Number:	132343

Secretary	Name	CHRIS BURGESS
	Address	C/- Eagle Body Corporate Management 206 Logan Road Woolloongabba QLD 4102
	Telephone	35171900

Body Corporate Manager	Name	
	Address	
	Telephone	

Contributions and Levies

Levies Determined by the Body Corporate for this Lot

Administrative Fund	Amount	Due Date	Discount	If Paid By
14/07/23 to 13/01/24	\$1,311.31	14/07/23	Nil	14/07/23
14/01/24 to 30/06/24	\$1,272.02	01/02/24	Nil	01/02/24
01/07/24****31/12/24	\$1,291.67	01/07/24	Nil	01/07/24
Sinking Fund	Amount	Due Date	Discount	If Paid By
14/07/23 to 13/01/24	\$551.25	14/07/23	Nil	14/07/23
14/01/24 to 30/06/24	\$548.75	01/02/24	Nil	01/02/24
01/07/24****31/12/24	\$550.00	01/07/24	Nil	01/07/24

Special Levies

Improvements on Common Property for which Buyer will be Responsible	Lot No	Date of Resolution	Authority Given To	Description of Area	Conditions
				Any approved security, fly screens, updated door locks, awnings or any air conditioners.	

Body Corporate Assets Required to be Recorded on Register	There are no assets required to be recorded.
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Committee	Refer to the last Annual General Meeting dated 20/03/23.
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Body Corporate and Community Management Act 1997
Section 206
INFORMATION FOR DISCLOSURE STATEMENT (continued)

Information
prescribed under
Regulation
Module

Signing

Seller/Sellers Agent

Witness

Date

Buyers
Acknowledgement

The Buyer acknowledges having received and read this statement from the Seller before entering into the contract.

Buyer

Witness

Date

Lot Entitlements
and Other
Matters

Interest Schedule	Aggregate	6	Entitlement of Lot	1
Contribution Schedule	Aggregate	6	Entitlement of Lot	1
Balance of Sinking fund at end of last Financial Year		57,187.40	as at	30/06/24
Insurance Levies not included in Administrative Fund Levies:		See Other Levies		
Monetary Liability under Exclusive Use By-Law				

Additional Information

Other Levies

Amount Due Date Discount If Paid By

Insurance

Type/Name of Insurer	Policy Number	Sum Insured	Renewal Date
<i>APPEAL EXPENSES (H & ALLIANZ AUSTRALIA</i>	QRSC21000971	100,000.00	09/03/25
<i>BUILDING ALLIANZ AUSTRALIA</i>	QRSC21000971	3,245,247.00	09/03/25
<i>BUILDING CATASTROPHE ALLIANZ AUSTRALIA</i>	QRSC21000971	973,574.00	09/03/25
<i>COMMON CONTENTS ALLIANZ AUSTRALIA</i>	QRSC21000971	9,027.00	09/03/25
<i>FIDELITY GUARANTEE ALLIANZ AUSTRALIA</i>	QRSC21000971	100,000.00	09/03/25
<i>GOVERNMENT AUDIT COS ALLIANZ AUSTRALIA</i>	QRSC21000971	25,000.00	09/03/25
<i>LEGAL EXPENSES ALLIANZ AUSTRALIA</i>	QRSC21000971	50,000.00	09/03/25
<i>LOSS OF RENT ALLIANZ AUSTRALIA</i>	QRSC21000971	486,787.00	09/03/25
<i>LOT OWNERS FIXTURES ALLIANZ AUSTRALIA</i>	QRSC21000971	300,000.00	09/03/25
<i>OFFICE BEARERS ALLIANZ AUSTRALIA</i>	TBACTS29265	500,000.00	09/03/25
<i>PUBLIC LIABILITY ALLIANZ AUSTRALIA</i>	QRSC21000971	\$10 MILL	09/03/25
<i>VOLUNTARY WORKERS ALLIANZ AUSTRALIA</i>	QRSC21000971	\$200K/\$2K	09/03/25
<i>WORKCOVER POLICY WORKCOVER QLD</i>	WAA010734320		30/06/25

Mortgages or
Securities over
Body Corporate
Assets

Latent or Patent Vendor to disclose
Defects in
Common
Property or Body
Corporate Assets

Additional Information

Actual or
Contingent or
Expected
Liabilities of Body
Corporate

Vendor to disclose

Circumstances in
Relation to
Affairs of the
Body Corporate

Vendor to disclose

Exceptions to
Statements in
Clause 7.4(3)

Vendor to disclose

A search of the records should be completed for previous minutes and to check expenditure.

- Minutes of the last Annual General Meeting dated 20/09/23, 7 pages attached.
- Community Management Statement, 10 pages attached.
- Building Plans, 8 pages attached.

IMPORTANT INFORMATION FOR BUYERS

You are strongly advised to read all the information provided to you by the seller and obtain independent professional legal advice before signing a contract.

The property to which this certificate relates, is part of a Community Titles Scheme regulated under the *Body Corporate and Community Management Act 1997*. Owning a lot (for example, a unit, apartment or townhouse) in a Community Titles Scheme comes with different rights and obligations to those associated with owning a property that is not part of a Community Titles Scheme. This statement contains important information about owning a lot in a Community Titles Scheme, as well as information specific to the lot you are considering buying.

You may rely on this certificate in a claim against the body corporate as conclusive evidence of matters stated in the certificate (other than to the extent to which the certificate contains an error that is reasonably apparent).

MEMBERSHIP OF BODY CORPORATE

Upon becoming the owner of a lot in a Community Titles Scheme, you will:

- Automatically become a member of the body corporate for the scheme and can take part in the management of the scheme;
- Have to pay contributions towards the body corporates expenses in managing the scheme;
- Have to comply with the body corporate by-laws.
- You must notify the body corporate via a Form 8 that you have become the owner of a lot in the scheme within 1 month.

WARNINGS

- This statement does not include information about –
 - Flooding history
 - Structural soundness of the building or pest infestation
 - Current or historical use of the property
 - Current or historical use of the property
 - Current or past building 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
- You are encouraged to make your own enquiries about these matters prior to signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.
- No warranty is given that the use of the land is legal. Further information about land use, transport, sewerage and drainage infrastructure, vegetation and flooding may be available from local government.
- If the property is part of a Community Title Scheme, it may be subject to had have the benefit of statutory easements under the *Land Titles Act 1994*, which are not required to be disclosed.

SELLER STATEMENTS

Under the *Body Corporate and Community Management Act 1997*, certain warranties about some aspects of the Community Titles Scheme are implied in a contract for the sale of a lot. If you discover a breach of a warranty before settlement, you may have a right to terminate the contract. The warranties are:

- At the date of the contract there are no latent or patent defects in the common property or the body corporate assets (other than defects arising through fair wear and tear or disclosed in the contract) known to the seller or disclosed in the body corporate records;
- At the date of the contract, there are no actual, contingent or expected liabilities of the body corporate that are not part of the body corporate's normal operating expenses (other than disclosure in the contract) known to the seller or disclosed in the body corporate records;

- At completion of the contract, there are no circumstances known to the seller in relation to the affairs of the body corporate likely to materially prejudice the buyer;
- To the seller's knowledge, there are no other unregistered or statutory easements, covenants or encumbrances affecting the property that will not be released at settlement other than those disclosed with this statement;
- The seller states that written notice is not required under the *Environmental Protection Act 1994*, section 347, 362 or 408, unless notice is given with this statement;
- The seller states that there are no tree orders or applications under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the property unless notice is given with this statement;
- The seller states that no building work has been carried out by an unlicensed person in the last six years unless a notice under the *Queensland Building and Construction Commission Act 1991*, section 47 is given with this statement;
- No warranties are given about the structural soundness of the building/s or improvements on the property. It is recommended that a buyer engage a licensed building inspector to inspect the building and provide a report;
- If the property is a commercial office building of more than 1000m² a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register;
- To the seller's knowledge, there are no current orders, notices or transport infrastructure proposals affecting the land issued by a State or local government or other relevant authority that may affect the title to or use of the land after settlement, except as disclosed in this statement.

SHORT TERM LETTING IN COMMUNITY TITLES SCHEMES

The lawful use of a lot, including whether a lot can be used for short-term letting, is determined by the relevant local government under the applicable planning laws, instruments and documents. You may wish to seek advice from the relevant local government authority or your solicitor about the permitted lawful use of the lot, including whether the permitted lawful use may subsequently change.

It is possible that lots in the Community Titles Scheme are currently being used (or will in future be used) lawfully or unlawfully for short-term or transient accommodation (for example, by being advertised on AirBNB).

Relevant planning and development documents can be obtained from the relevant local government. 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.

OBTAINING FURTHER INFORMATION

You are strongly advised to conduct a search of the body corporate records for the Community Titles Scheme which the property you are buying is part of. A search of the body corporate records, including financial records and statements; minutes of body corporate general meetings and committee meetings; and correspondence sent and received by the body corporate, can provide important information about the scheme that is not included in this certificate, such as:

- Disputes relating to the Community Titles Scheme;
- The need for major body corporate expenditure in the future;
- Any legal action the body corporate may be involved in;
- Orders made against the body corporate, or in relation to the scheme, by a judicial or administrative authority.

To search the body corporate records, contact the person responsible for keeping the body corporate records.



MINUTES OF THE ANNUAL GENERAL MEETING

VITA CTS 29265

DATE & TIME Wednesday, 20 September 2023 at 11:00 AM

LOCATION Eagle Body Corporate Management, 206 Logan Road, Woolloongabba, QLD, 4102

ATTENDANCE

In Attendance

Chris Burgess	Lot 3	Proxy present (pre-voted)
Ian Forster	Lot 4	Electronic vote
Brendan Fennell	Lot 6	Electronic vote

Chairperson

Riley Hodgson

It was noted that the relevant notice of meeting was forwarded to all Owners and a quorum was represented at the meeting by those present or by voting paper or by proxy.

1. CONFIRMATION OF MINUTES - ORDINARY RESOLUTION

Motion CARRIED.

Resolved that the minutes of the last General Meeting of the Body Corporate, held on 20th of September 2022, as previously circulated, be confirmed.

Yes: 3 No: 0 Abs: 0 Inv: 0

2. FINANCIAL STATEMENTS - ORDINARY RESOLUTION

Motion CARRIED.

Resolved that the Non-Audited Annual Financial Statements for the financial year ending 30th of June 2023 as attached to the agenda be accepted.

Yes: 3 No: 0 Abs: 0 Inv: 0

3. NO AUDIT - SPECIAL RESOLUTION

Motion CARRIED.

Resolved that the Body Corporate's Statement of Accounts for the financial year ending 30th of June 2024 **NOT** be audited.

Note: If you do want an audit of the accounts, vote **NO**; if you do not want an audit of the accounts, vote **YES**.

Yes: 3 No: 0 Abs: 0 Inv: 0

4. APPOINTMENT OF AN AUDITOR - ORDINARY RESOLUTION**Motion lapsed as NO AUDIT was CARRIED**

on defeat of the previous motion, the Body Corporate appoint Ryan Harvie McEnery Chartered Accountants to audit the Body Corporate Statement of accounts for the financial year ending 30th of June 2024, at a cost of \$363.00 including GST (1-10 lots).

5. ADMINISTRATION FUND BUDGET AND LEVIES - ORDINARY RESOLUTION**Motion CARRIED.**

Resolved that the administrative fund budget for the financial year ending 30th of June 2024, which totals \$15,500.00 (excluding GST, if applicable), be adopted with each entitlement attracting a levy of \$2,583.33 per lot entitlement, to be levied as follows:

Levy Status	Period From	Period To	Due	Admin Fund	Per Contribution Entitlement
Already Issued	14 Jul 2023	31 Dec 2023	01 Jul 2023	\$7,867.86	\$1,311.31
To be Issued	01 Jan 2024	30 Jun 2024	01 Jan 2024	\$7,632.14	\$1,272.02
Total	01 Jul 2023	30 Jun 2024		\$15,500.00	\$2,583.33

Discount (if applicable): 0%

Total Contribution Entitlements: 6

And further, that the committee issue an interim levy for the first levy period(s) of the following financial year:

Interim Periods

Levy Status	Period From	Period To	Due	Admin Fund	Per Contribution Entitlement
To be Issued	01 Jul 2024	31 Dec 2024	01 Jul 2024	\$7,750.00	\$1,291.67
Total	01 Jul 2024	31 Dec 2024		\$7,750.00	\$1,291.67

Explanatory notes exist for this motion. Refer to the Explanatory Schedule for further information.

Yes: 3 No: 0 Abs: 0 Inv: 0

6. SINKING FUND BUDGET AND LEVIES - ORDINARY RESOLUTION**Motion CARRIED.**

Resolved that the sinking fund budget for the financial year ending 30th of June 2024, which totals \$6,600.00 (excluding GST, if applicable), be adopted with each entitlement attracting a levy of \$1,100.00 per lot entitlement, to be levied as follows:

Levy Status	Period From	Period To	Due	Sinking Fund	Per Contribution Entitlement
Already Issued	14 Jul 2023	31 Dec 2023	01 Jul 2023	\$3,307.50	\$551.25
To be Issued	01 Jan 2024	30 Jun 2024	01 Jan 2024	\$3,292.50	\$548.75
Total	01 Jul 2023	30 Jun 2024		\$6,600.00	\$1,100.00

Discount (if applicable): 0%

Total lot entitlements – 6

And further, that the committee issue an interim levy for the first levy period(s) of the following financial year:

Interim Periods

Levy Status	Period From	Period To	Due	Sinking Fund	Per Contribution Entitlement
To be Issued	01 Jul 2024	31 Dec 2024	01 Jul 2024	\$3,300.00	\$550.00
Total	01 Jul 2024	31 Dec 2024		\$3,300.00	\$550.00

Explanatory notes exist for this motion. Refer to the Explanatory Schedule for further information.

Yes: 3 No: 0 Abs: 0 Inv: 0

7. DEBT COLLECTION - ORDINARY RESOLUTION**Motion CARRIED.**

Resolved that in accordance with the Body Corporate and Community Management Act and Regulations (1997), the body corporate acknowledges the following contributions arrears collection policy:

- 15 days after due date, a reminder notice is sent at \$38.50
- 30 days after due date, a second reminder notice is sent at \$38.50
- 45 days after due date, a third notice is sent at \$55.00 advising the matter will be referred to a collection agency without further notice

Further, the Strata Manager be authorised and instructed to implement the contributions arrears collection policy and charge any recovery costs to the Lot's Levy Account. If a contribution or contribution instalment remains unpaid following implementation of the contribution arrears collection policy, then Eagle Body Corporate Management Pty Ltd will advise the committee of outstanding arrears and seek instruction to escalate the matter to debt collection with reasonable recovery costs to be on charged to the Lot Owner.

Explanatory notes exist for this motion. Refer to the Explanatory Schedule for further information.

Yes: 2 No: 1 Abs: 0 Inv: 0

8. INSURANCE - ORDINARY RESOLUTION

Motion CARRIED.

Resolved that the current insurance coverage be confirmed and that the Committee be authorised to approve the premium on renewal when due.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
WAA0107343 20	WORKCOVER QLD	30 Jun 2024	WORKCOVER POLICY	
TOTAL PREMIUM: \$200.00				
Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
QRSC210009 71	ALLIANZ AUSTRALIA	09 Mar 2024	BUILDING	\$3,090,711.00
			PUBLIC LIABILITY	\$10.00 MILL
			BUILDING CATASTROPHE	\$927,213.00
			COMMON CONTENTS	\$9,027.00
			LOSS OF RENT	\$463,607.00
			VOLUNTARY WORKERS	200K / 2K
			FIDELITY GUARANTEE	\$100,000.00
			LEGAL EXPENSES	\$50,000.00
			LOT OWNERS FIXTURES	\$300,000.00
			GOVERNMENT AUDIT COS	\$25,000.00
APPEAL EXPENSES (H &	\$100,000.00			
TOTAL PREMIUM: \$5,593.38				

Further, that the Body Corporate Manager in conjunction with the Committee have the right to vary the insurer or insurance upon renewal if a better option can be obtained.

Explanatory notes exist for this motion. Refer to the Explanatory Schedule for further information.

Yes: 3 No: 0 Abs: 0 Inv: 0

9. BODY CORPORATE MANAGEMENT

9.1 BODY CORPORATE MANAGEMENT APPOINTMENT - 3 YEARS - ORDINARY RESOLUTION WITHOUT USE OF PROXIES

Motion QUALIFIED.

Qualified that the Body Corporate for VITA 29265 hereby appoints Eagle Body Corporate Management Pty Ltd as Body Corporate Manager for the Scheme ("the Body Corporate Manager") for a term of three (3) years, commencing on 20th of September 2023 at a cost of \$200.08 per lot per annum including GST, together with Fixed Disbursements in the amount of \$50.00 per lot per annum including GST, in accordance with the terms set out in the agreement and the Body Corporate Manager shall have all of the powers, authorities, duties and functions provided in the agreement distributed with the agenda payable monthly in advance; and this appointment shall be binding and effective upon the passing of this motion;

AND FURTHER THAT the Body Corporate Manager be authorized and instructed to affix the seal to the agreement and witnessed by two (2) committee members, or a director of the Body Corporate Manager.

Yes: 3 No: 0 Abs: 0 Inv: 0

9.2 BODY CORPORATE MANAGEMENT APPOINTMENT - 1 YEAR - ORDINARY RESOLUTION WITHOUT USE OF PROXIES

Motion NOT QUALIFIED.

Not qualified that the Body Corporate for VITA 29265 hereby appoints Eagle Body Corporate Management Pty Ltd as Body Corporate Manager for the Scheme ("the Body Corporate Manager") for a term of one (1) year, commencing on 20th of September 2023 at a cost of \$230.08 per lot per annum including GST, together with Fixed Disbursements in the amount of \$50.00 per lot per annum including GST, in accordance with the terms set out in the agreement and the Body Corporate Manager shall have all of the powers, authorities, duties and functions provided in the agreement distributed with the agenda payable monthly in advance; and this appointment shall be binding and effective upon the passing of this motion;

AND FURTHER THAT the Body Corporate Manager be authorized and instructed to affix the seal to the agreement and witnessed by two (2) committee members, or a director of the Body Corporate Manager.

Yes: 1 No: 2 Abs: 0 Inv: 0

Motion 9.1 was chosen as the outcome for this same issue motion as it was the only qualifying motion

10. BUILDING MAINTENANCE

If multiple Reports are requested, then a discount is applied to the approved costs. Please see below details for discounted reporting costs.

Safety, Maintenance & Roof Reports = 25% discount

Maintenance & Roof Reports - 15% discount

Safety & Maintenance Reports = 10% discount

10.1 ANNUAL SAFETY ASSESSMENT - ORDINARY RESOLUTION

Motion CARRIED.

Resolved that the body corporate engage Arcadia Building Reports Pty Ltd ("Arcadia") to carry out a Safety Audit of the common property to assist in minimising the liability risk to owners from injuries occurring on common property at a total cost of \$250.00 including GST, to be met from the administrative fund.

Yes: 2 No: 1 Abs: 0 Inv: 0

10.2 ANNUAL MAINTENANCE REPORT - ORDINARY RESOLUTION

Motion CARRIED.

THAT the body corporate engage Arcadia Building Reports Pty Ltd ("Arcadia") to carry out an inspection and prepare a Maintenance Report for the common property at a cost of \$330.00 including GST.

Yes: 2 No: 1 Abs: 0 Inv: 0

10.3 ANNUAL ROOF REPORT - ORDINARY RESOLUTION

Motion CARRIED.

THAT the Body Corporate engage Arcadia Building Reports ("Arcadia") to carry out an inspection and prepare a Roof Report for an amount not to exceed \$470.00 including GST.

Yes: 2 No: 1 Abs: 0 Inv: 0

11. ELECTRONIC VOTING - ORDINARY RESOLUTION

Motion CARRIED.

Resolved that the body corporate resolves in accordance with the Electronic Transactions (Queensland) Act 2001 that voters may cast electronic votes via an electronic voting system including but without limitation to:

- Secret or Open motions for the election of the Committee
- Open motions at General Meetings
- Secret ballot motions at General Meetings

Further, that the body corporate approves for Committee Members to cast votes electronically for future committee decisions.

Yes: 3 No: 0 Abs: 0 Inv: 0

12. GUTTER CLEANING - ORDINARY RESOLUTION

Motion CARRIED.

Resolved that the body corporate approve the cleaning of the gutters by a suitably qualified contractor within the committee spending limit, to assist with storm water damage prevention management.

Yes: 3 No: 0 Abs: 0 Inv: 0

13. PEST CONTROL / TERMITE INSPECTION - ORDINARY RESOLUTION**Motion CARRIED.**

Resolved that the body corporate approve Annual Pest Management or another pest controller as nominated, to carry out pest control and termite inspection to common property with funds to be met from the administration fund.

Yes: 2 No: 1 Abs: 0 Inv: 0

14. ELECTRICAL SWITCHBOARD INSPECTION - ORDINARY RESOLUTION**Motion CARRIED.**

Resolved that the body corporate approve the engagement of Austnet Electrical to carry out the inspection of the community light and power switchboards, including safety and compliance to AS300:2018 legislation, checking points of attachment, MEN link, main earth, wiring safety, safety switchboard testing for community circuits and installing an identifying switchboard sticker at a cost of \$165.00 including GST.

Yes: 3 No: 0 Abs: 0 Inv: 0

15. FIRE COMPLIANCE REPORT - ORDINARY RESOLUTION**Motion CARRIED.**

Resolved that Total Fire Service, or another suitably qualified contractor, inspect the common property and provide a report at a cost of \$165.00 including GST, that details the compliance status of the body corporate with respect to the Fire and Emergency Services Act 1990 and Building Fire Safety Regulation 2008; further that the committee take necessary steps to address any reported defects and once any such defects have been rectified, the committee sign the annual occupiers statement and place on the body corporate records.

Yes: 2 No: 1 Abs: 0 Inv: 0

ELECTION OF COMMITTEE**Election of Chairperson**

Ian Forster has been elected unopposed as Chairperson.

Name	Details	Votes	Outcome
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Election of Secretary

Christopher Burgess has been elected unopposed as Secretary.

Name	Details	Votes	Outcome
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Election of Treasurer

Christopher Burgess has been elected unopposed as Treasurer.

Name	Details	Votes	Outcome
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Election of Ordinary Member

No nominees were selected for Ordinary Member, this place remains to be filled.

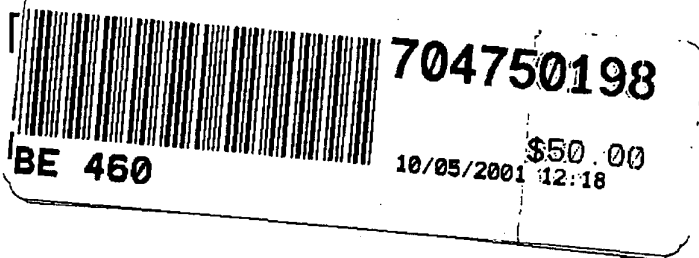
There being no further business, the Chairperson closed the meeting at 11:15 AM.

Body Corporate for VITA CTS 29265

The Secretary

206 Logan Road, Woolloongabba, QLD, 4102

10
GENERAL REQUEST



Stamp Duty Imprint

1. **Nature of request**
 Registration of Plan
 I hereby request to record ~~the~~ ^{First} Community management statement for ~~the~~ ^{Body Corporate for Vita Community} title scheme.

Lodger Name, address & phone number	Lodger Code
H DRAKOS & CO PO BOX 5453, WEST END 4101 PH: 07 3844 1441 HD/SP	#150
2. **Description of Lot** **County** **Parish** **Title Reference**
 Common Property and Lots 1-6 on
 SP132343 of Vita Community Titles
 Scheme Stanley Enoggera 11092230
 Lots 91 & 92 on RP 37423 Yewongilly
3. **Registered Proprietor / Crown Lessee**
 Narciso Pty Ltd ACN 064 467 974 as trustee under instrument of trust no. 700232850
4. **Interest**
 Fee Simple
5. **Applicant**
 Narciso Pty Ltd ACN 064 467 974 of 5 Groucho Place, McDowall Qld 4053
6. **Request**
 that the First CMS deposited herewith be recorded as the community management statement for Body Corporate for Vita Community title scheme.
7. **Execution by applicant**
 and that the postal address for service of Body Corporate for the scheme is 5 Groucho Place, McDowall

Execution Date

10/05/01

Applicant's or Solicitor's Signature

Con Castros

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

~~FIRST NEW~~ COMMUNITY MANAGEMENT STATEMENT

FIRST

THIS STATEMENT MUST

This statement incorporates and must include the following:

29265

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

CMS LABEL NUMBER

1. Name of community titles scheme

2. Regulation module

VITA COMMUNITY TITLES SCHEME

RESIDENTIAL-MODULE

SMALL SCHEMES

3. Name of body corporate

BODY CORPORATE FOR VITA COMMUNITY TITLES SCHEME

4. Scheme land

Description of Lot

County

Parish

Title Reference

COMMON PROPERTY and
LOTS 1-8 on SP 132343 OF
VITA COMMUNITY TITLES
SCHEME

STANLEY

ENOGGERA

11092230

Lot 61-6 on SP 132343

SECTION 1(e) of the Body Corporate and Community Management Act 1997

Yeerongpilly

5. Name and address of original owner #

6. Reference to plan lodged with this statement

NARCISO PTY LTD A.C.N. 064 467 974
5 GROUCHO PLACE, McDOWALL QLD 4053

SP 132343

first community management statement only

7. Local Government community management statement notation

signed

JOHN TAYLOR TOWN PLANNER

name and designation

BRISBANE CITY COUNCIL

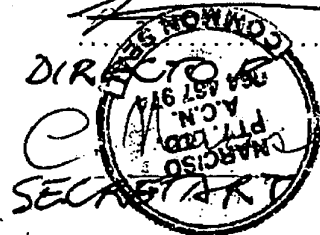
name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date

*Execution

28 13 10 1.



SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
LOT 1 on SP 132343	1	1
LOT 2 on SP 132343	1	1
LOT 3 on SP 132343	1	1
LOT 4 on SP 132343	1	1
LOT 5 on SP 132343	1	1
LOT 6 on SP 132343	1	1
TOTALS	6	6

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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It is not intended that the Scheme Land be developed progressively.

Section 57(1)(c) & (f) of the Body Corporate and Community Management Act 1997 does not apply.

SCHEDULE C	BY-LAWS
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BY-LAWS

1. Interpretation

1.1 Headings are included for convenience only and are not to be used as an aid in the interpretation of these By-Laws.

1.2 Plurals will include the singular and singular the plural. References to either gender will include a reference to the other gender. References to either gender will include a reference to the other gender. References to persons include natural persons, Bodies Corporate, corporations sole, governments, governmental authorities and all other entities at law.

1.3 Where these By-Laws provide that something will not be done, a Member is not to attempt to do that thing or permit that thing to be done.

1.4 In these By-Laws, unless the context otherwise requires, where the Body Corporate is to consent to some act or thing, the Body Corporate may give or withhold its consent at its discretion, or may give the consent subject conditions.

1.5 Where these By-Laws provide that a Member must obtain the consent of the Body Corporate that consent may be given by the Committee.

1.6 A reference to a By-Law includes any variation or replacement of that By-Law.

1.7 Where a term or expression is used in these By-Laws and it is not defined in these By-Laws it will have the meaning given to it in the BCCM Act.

1.8 In these By-Laws, unless the context otherwise requires:-

"BCCM Act" means the Body Corporate and Community Management Act 1997;

"Body Corporate" means the Body Corporate formed under the BCCM Act on establishment of the Scheme;

"Building" means the building or buildings and other fixed structures erected on the Scheme Land;

"Committee" means the committee of the Body Corporate elected in accordance with the BCCM Act;

"Lot" or "Lots" means a Lot or Lots on the POS;

"Member" means a person who is bound by these by-laws. It indicates an owner or occupier of a Lot as those terms are defined in the BCCM Act;

"Original Owner" means NARCISO PTY LTD;

"POS" means the Plan of Subdivision _____ Registered pursuant to the BCCM Act;

"Scheme Land" means all the land referred to in the POS;

2. Noise

2.1 A Member must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or Common Property. In Particular no Member:-

1. May hold or permit to be held and social gathering in his or her Lot which is likely to breach this By-Law 2.1; and
2. May allow radios, television sets, stereos or the like to emit noise so as to breach the provisions of this By-Law 2.1;

2.2 Where there is any unavoidable noise in a Lot which at any time may breach the provisions of by-law 2.1 the Member must take all practical means to minimize annoyance to other Members by closing all doors, windows and curtains of his or her Lot and taking all such further steps as may be required to minimize such annoyance to other Members;

3. Obstruction

3.1 A Member must not obstruct the lawful use of the Common Property by someone else;

4. Damage to Lawns etc.

4.1 A Member must not, without the Body Corporate's written approval:-

1. Damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
2. Use a part of the Common Property as a garden.

4.2 An approval under subsection 4.1 must state the period for which is given;

4.3 However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the Member;

5. Damage to Common Property

5.1 A Member must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property;

5.2 However, a Member may install:-

- (a) A locking or safety device to protect the Lot against intruders; or
- (b) A screen to prevent entry of animals or insects;

if the device is soundly built and is consistent with the color, style and materials of the Building;

5.3 A Member must keep a device installed under Subsection 5.2 in good order and repair;

6. Behavior of Invitees

- 6.1 A Member must take reasonable steps to ensure that the Member's or Member's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property;
- 6.2 The Member will be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in the Body Corporate caused by such Member or their invitees;
- 6.3 A Member in respect of a Lot which is subject of a Lease or Licence Agreement must take all reasonable steps, including any action available to that Member under any such Lease of Licence Agreement, to ensure that any Member or other Member or their invitees comply with the provisions of these by-laws;
- 6.4 Where the Body Corporate expends money to make good damage caused by a breach of the BCCM Act or of these by-laws by any Member the Body Corporate shall be entitled to recover the amount so expended as a debt and any action in any Court of competent jurisdiction from the Member at the time when the breach occurred;
- 7. Leaving of Rubbish etc on the Common Property**
- 7.1 A Member must not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common property by someone else;
- 8. Appearance of Lot**
- 8.1 A Member must not, without the Body Corporate's written approval, 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;
- 8.2 A Member must not, without the Body Corporate's written approval:-
- (a) Hang washing, bedding or other cloth articles; or
 - (b) Display a sign, advertisement, placard, banner, pamphlet or similar article,
- within the Lot if it is visible from another Lot or the Common Property, or from outside the Scheme Land;
- 8.3 A Member of a Lot which contains a balcony, terrace or courtyard area is responsible for the maintenance of that area whether it be included as part of a title to a Lot or by way of exclusive use of Common Property. A Member must ensure that any plants kept in such area are maintained in good health and condition and as not to be offensive in appearance to other Members and that the size and type of trees, shrubs, creepers, plants and the like must not extend beyond the boundaries of the Lot or the boundaries of any exclusive use area or obstruct the views from another Lot or interfere with the use and enjoyment by other Members of their Lots;
- 9. Storage of Flammable Materials**
- 9.1 A Member must not, without the Body Corporate's written approval, store a flammable substance on the Common Property;
- 9.2 A Member must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for cleaning purposes;
- 9.3 A Member must not bring to, do or keep anything in his or her Lot which will increase the rate of fire insurance premium on the Building or the Common Property or which may conflict with the laws and/or regulations relating to fires or an insurance policy upon the Building or the Common Property or the regulations or ordinances of any public authority for the time being in force;
- 10. Garbage Disposal**
- 10.1 Unless the Body Corporate provides some other way of garbage disposal, a Member must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for the purpose;
- 10.2 A Member must:-

- (a) Comply with all local Government local laws about disposal of garbage; and
 - (b) Ensure that it does not, in disposing of garbage, adversely affect the health, hygiene and comfort of the Members of other Lots;
- 10.3 Incinerators and garbage cans shall be placed only where approved by the Body Corporate and used only for the purpose of which they are provided;
- 10.4 Empty bottles, boxes, used containers and similar items must be stored tidily and, so far as possible, out of sight;
- 10.5 The Body Corporate may make rules from time to time with regard to the disposal of rubbish down garbage chutes and in the areas set aside for garbage disposal;
- 11. Keeping of Animals**
- 11.1 Subject to S143 of the BCCM Act a Member must not, without the Body Corporate's written approval:-
- (a) Bring an animal onto, or keep an animal on, the Lot or Common Property; or
 - (b) Permit an invitee to bring an animal onto, or keep an animal on, the Lot or the Common Property;
- 11.2 A Member must obtain the Body Corporate's written approval before or bringing, or permitting an invitee to bring an animal onto the Lot or the Common Property;
- 12. Use of Lots**
- 12.1 Each Lot must be used only for the following purposes:-
- (a) Residential Lots for residential purposes;
- 12.2 Where a car space or storage space forms part of a Lot then that area must be used for that intended purpose only;
- 12.3 A Member must not use his or her Lot for any purpose which may be illegal;
- 13. Aerials and Receivers**
- 13.1 No other Member may, without the consent in writing of the Body Corporate, be entitled to erect any outside wireless, television aerial, skydish receiver, satellite receiver or other erection, construction, aerial, receiver or thing of like nature;
- 14. No Structural Alterations Without Permission:**
- 14.1 No structural alteration may be made to any Lot (including any alteration to gas, water, electrical installation or work for the purpose of enclosing in any manner whatsoever, the balcony of any Lot and including the installation of any air conditioning system) without the previous consent in writing of the Body Corporate. Implicit in any permission which may be given is that there shall be reasonable access to the body Corporate at all times;
- 15. No External Blinds**
- 15.1 No external blinds or awnings shall be erected without the previous consent in writing of the Body Corporate;
- 16. Replacement of Glass**
- 16.1 Windows shall be kept clean and promptly replaced with fresh glass of the same kind, color and weight as at present if broken or cracked or chipped;
- 17. Use of Water**
- 17.1 A Member must ensure that all water taps in his or her Lot are properly turned off after use;

18. Use Of Appurtenances

18.1 The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance may be deposited in the Lot. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence must be borne by the Member whether the same is caused by the Member's own actions or those of any Member or invitees;

19. Notice of Accident to be given

19.1 A Member must give the Body Corporate prompt notice of any accident to or fault in the water pipes, gas pipes, electrical installations or fixtures which comes to his or her knowledge and the Body Corporate shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the Building as often as may be necessary;

20. Keeping Lots Clean

20.1 All Lots must be kept clean and all practicable steps shall be taken to prevent infestation by vermin and/or insects;

20.2 Each Member is responsible for the interior maintenance of his or her Lot, including balconies, terraces and courtyards (if any);

20.3 Each Member must regularly (and at least once each month) clean the interior windows forming part of the Lot;

21. Renovation of a Lot

21.1 Any renovation of any Lot must comply with the following:-

1. All relevant permits (if any) to be obtained from all relevant authorities in compliance with regulations and by-laws;
2. The Body Corporate by-laws to be adhered to during the course of any works;
3. Any damage sustained to Common Property during the course of any works to be rectified by the Member to the satisfaction of the Body Corporate;
4. No load bearing wall or supports to be removed or interfered with, without the written consent of the Body Corporate;
5. The Body Corporate is entitled to request inspections and copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the Member shall comply with all such requests;

21.2 A Member must not hang curtains visible from outside the Lot unless those curtains have a backing of off white or cream color without the prior written approval of the Body Corporate. A Member must not install, renovate and/or replace a curtain backing or window tinting without having the color and design of same approved by the Body Corporate. In giving such approvals the Body Corporate must ensure so far as practicable that curtain backings and window tinting used in all Lots presents a uniform appearance when viewed from outside the Building (from any place or angle whatsoever);

21.3 A Member must not alter the outside appearance of his or her Lot or cause to be constructed or placed to or upon any part of the Lot which can be viewed (from any place or angle whatsoever) external to the Lot any materials or items unless such works or such act is first approved by the Body Corporate;

22. Member not to Litter

22.1 A Member must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out the windows or doors or down the staircase, passage or

skylights, from balconies, from the roof or in passageways of the Building. Any damage or costs for cleaning or repair caused by a breach of this by-law must be borne by the Member concerned;

23. Infectious Diseases

23.1 In the event of any infectious disease which may require notification by virtue of any Statute, regulation or Ordinance affecting any person in any Lot the Member of such Lot must give, or cause to be given, written notice and any other information which may be required to the Body Corporate and must pay to the Body Corporate the expenses of disinfecting the Building where necessary and placing articles of things the destruction of which may be rendered necessary by such disease;

24. Security

24.1 All doors and windows to any Lot must be securely fastened on all occasions when they are left unoccupied and the Body Corporate reserves the right for itself or its Manager or any person appointed by it to enter and fasten same if left insecurely fastened;

25. Security Systems

25.1 All security equipment installed on Common Property and used in connection with the provision of security for the Scheme Land will with the exception of the equipment installed upon any Lot be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any Lot which must be maintained at the cost and expense of the Member of the Lot) the property of the Body Corporate must be repaired and maintained at the cost and expense of the Body Corporate;

25.2 In no circumstances will the Body Corporate be responsible to a Member (and the Member is not entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended or failure to detect the operation non-operation of any system. Where the failure to operate arises from a malfunction of the security equipment in a Lot, then the Member will allow the Body Corporate by its employees, agents or contractors to enter upon the Lot (upon one (1) days notice except in the case where the circumstances require immediate entry, when immediate entry may be effected) and attend to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs and expenses of the repair and maintenance of the security equipment within a Lot shall be at the cost and expense of the Member of the Lot;

25.3 The Body Corporate is entitled to make rules and regulations for the benefit of all Members regulating the security and the operation of it upon the Scheme Land. Such rules and regulations shall not be inconsistent with these by-laws. The Members must ensure compliance with such rules and regulations so made until they are revoked, amended or altered by a majority resolution of the Body Corporate in general meeting;

25.4 Member must ensure all security systems are used by the Member and invitees in the manner intended;

26. Display Lot

26.1 Whilst the Original Owner remains a Member of any Lot in the Building, it and its officers, servants and/or agents are entitled to utilize any Lot in the Building of which remains a Member, as a display Lot, for the purpose of allowing prospective Buyers of any Lot in the Building to inspect such Lot or Lots. In addition the Original Owner may:-

(a) Place such signs and other advertising and display material in and about the Building, and about other parts of the Common Property other than the Building, which will not at any time, and from time to time, be more in terms of number and size, than is reasonably necessary;

(b) Have full and uninterrupted access to the Building for the purposes aforesaid during the hours of 10.00am to 10pm, seven (7) days per week;

(c) Conduct a sale or auction of a Lot within a Lot or on Common Property;

27. Tenants to have Notice of By-Laws

27.1 A copy of these by-laws (or a summary approved by the Body Corporate) must be exhibited in a prominent

place in any Lot made available for letting;

28. Notices

28.1 Members must observe the terms of any notice displayed by the Body Corporate or of any statutory authority;

29. Recovery by Body Corporate

29.1 Where the Body Corporate expends money to make good damage caused by breach of the BCCM Act or of these by-laws by and Member, the Body Corporate is entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred;

30. Recovery of Legal Costs, Interest and Other Moneys

30.1 If a contribution levied under the BCCM Act is unpaid for a period of thirty (30) days after it falls due for payment then the amount of the unpaid contribution will bear interest at an annual rate to be determined by the Body Corporate by ordinary resolution in a general meeting from time to time;

30.2 A Member must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs) such amount being deemed to be a liquidated debt, due in recovering any contributions levied under the BCCM Act or other moneys duly levied upon the Lot of that person by the Body Corporate pursuant to the BCCM Act including any interest under By-lay 34.1;

30.3 If a prior Member of a Lot owes interest on a contribution, then any new Member of that Lot will be jointly and severally liable with the prior Member for payment of the interest;

31. Vehicles

31.1 The occupier of a Lot must not, without the Body Corporate's written approval:-

1. Park a vehicle, or allow a vehicle to stand, on the common property; or
2. Permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, except for the designated visitor parking which must remain available at all times for the sole use of visitors vehicles;

31.2 An approval under subsection (1) must state that the period for which is given, with the exception of designated visitor parking.

31.3 However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the occupier, with the exception of designated visitor parking.

32. Committee of the Body Corporate to Be Permitted to Enter

32.1 Except in the case of an emergency (in which case no notice is required), upon one (1) days notice in writing the Committee of the Body Corporate and its servants, agents and contractors are permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in such installations or equipment (at the expense of the Proprietor in cases where such leakage or defect is due to any act or default of the Proprietor or his or her invitees). If not so permitted they may effect an entry. The Committee of the Body Corporate, in exercising this power, must ensure that its servants, agents and employees cause as little inconvenience to the Proprietor as is reasonable in the circumstances.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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SECTION 57 (1) (e) + (f) ^{NiP} of the Body Corporate and Community Management Act 1997 does not apply

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

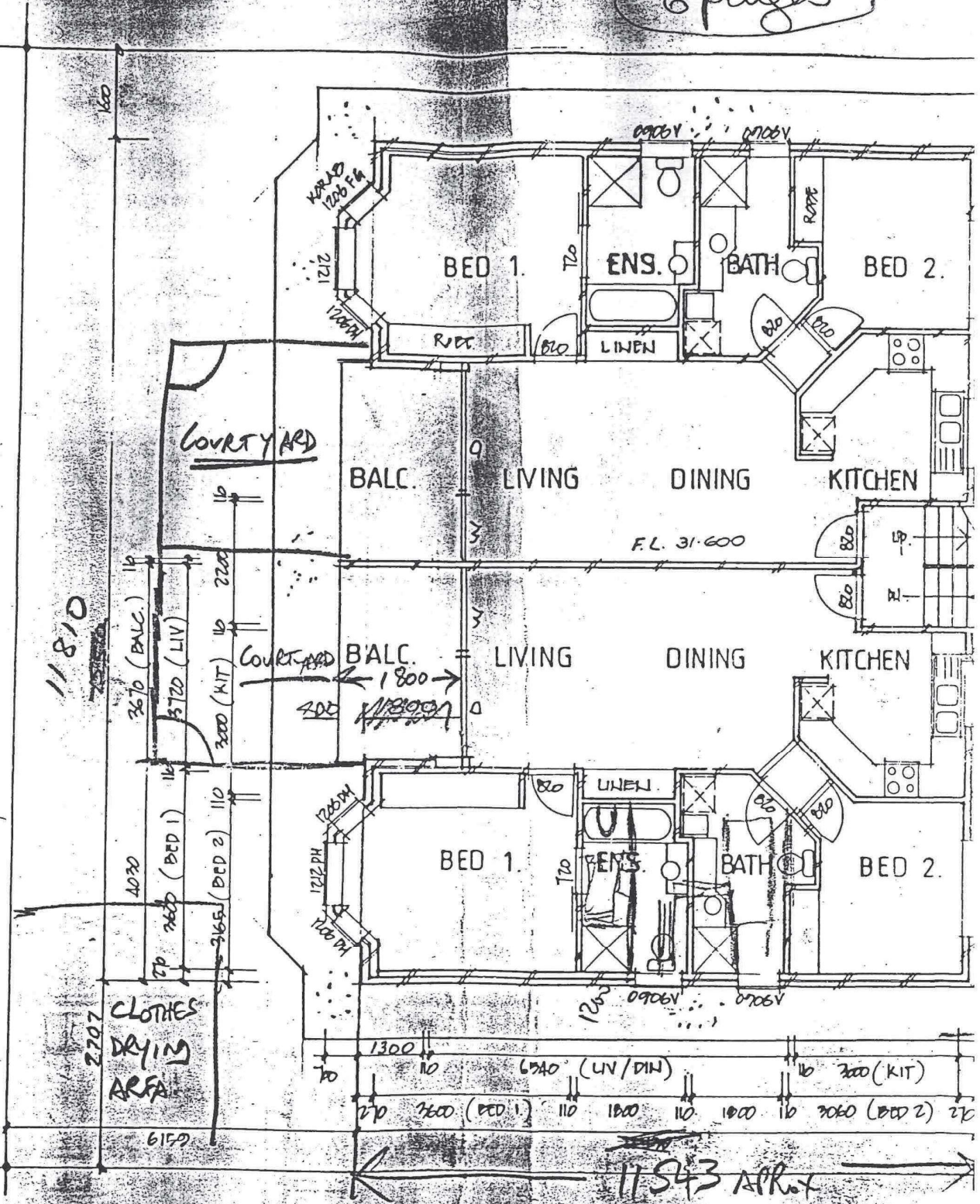
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L. & C. NARCISO
5 GROUCHO PL

MCDOWALL

4053

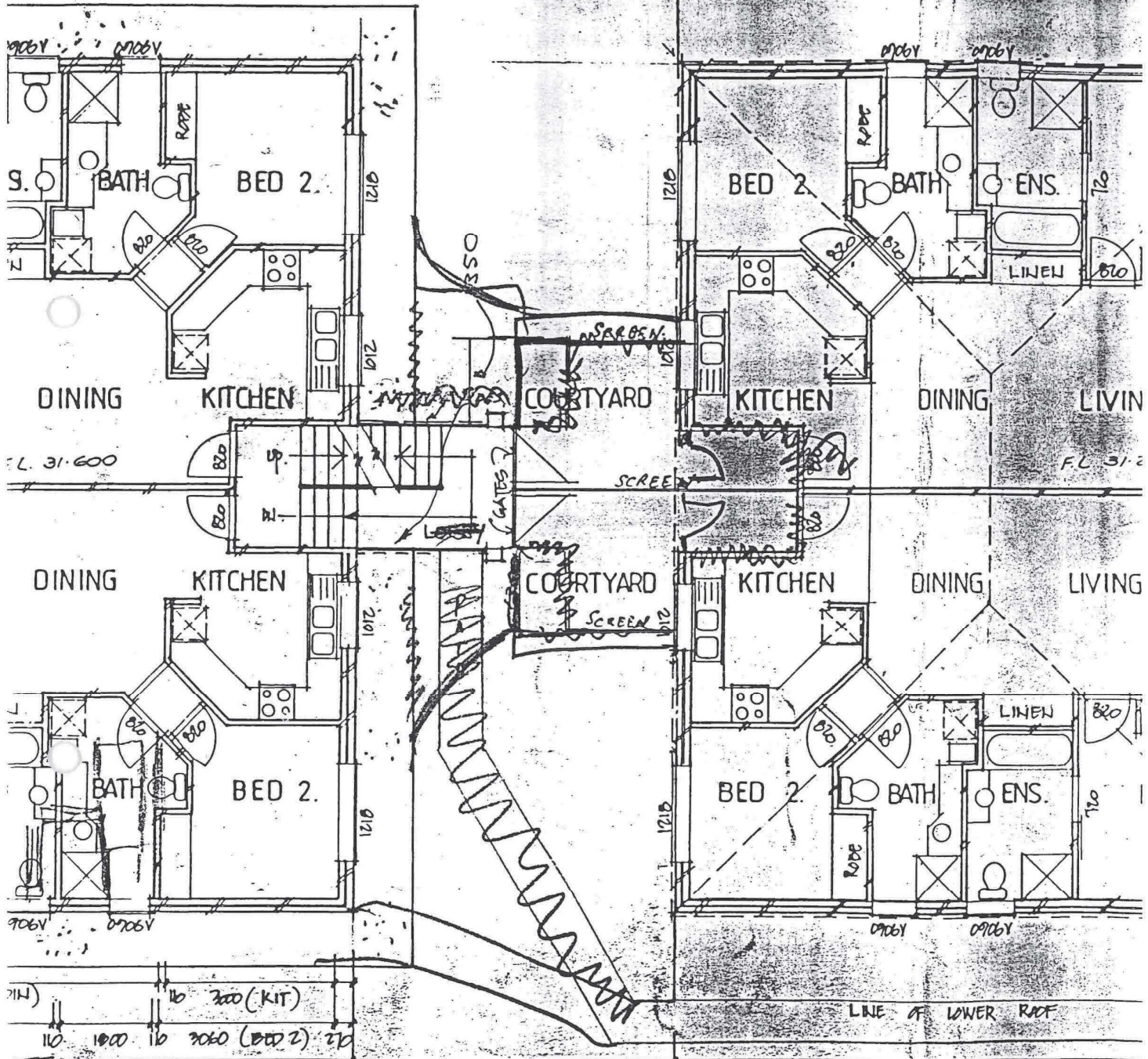
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FIRST FLOOR PLAN

1-5

Q

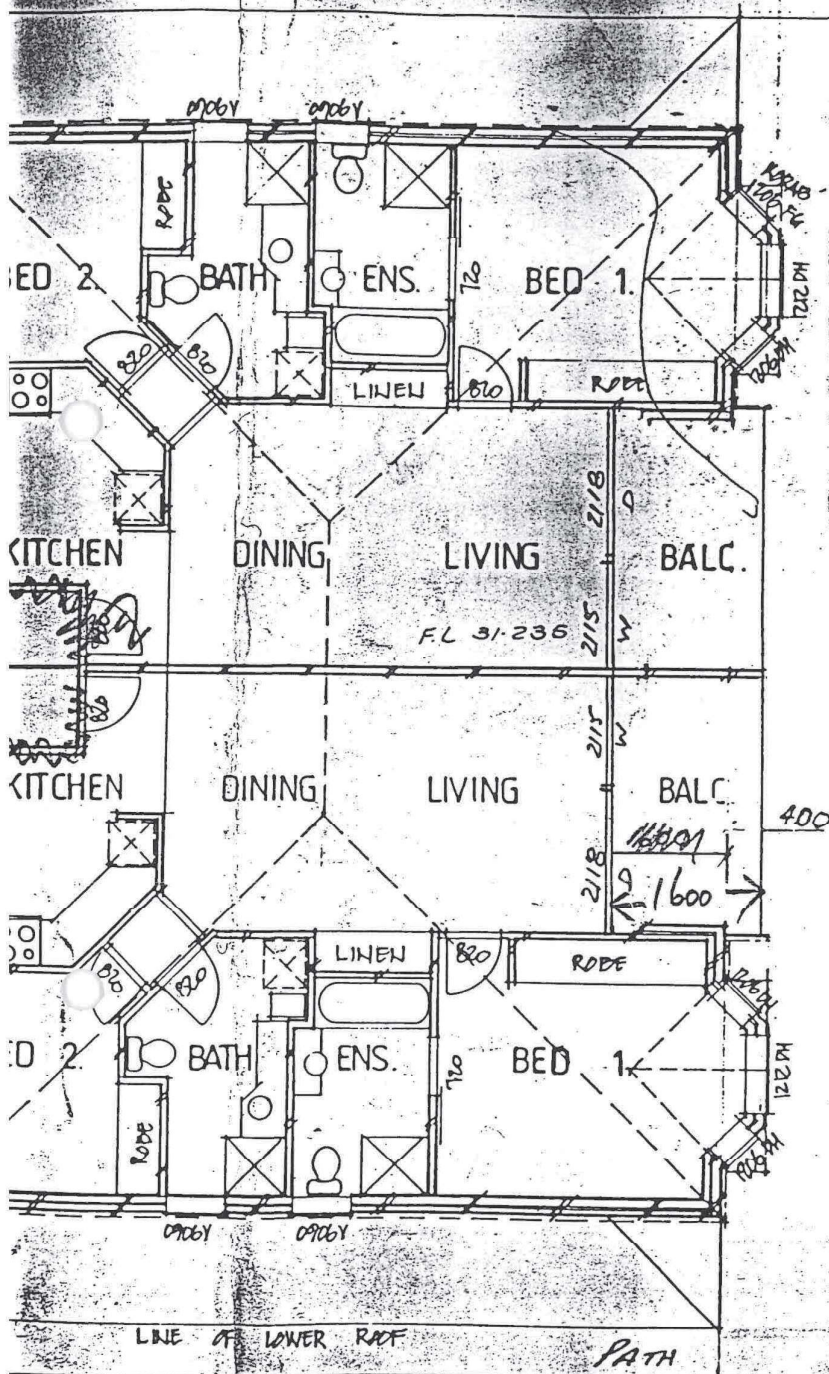


543 APPROX → ← 11543 APPROX

1-5 Lobby
1 WITH

543

3



3900
110
1160
110
2100
110
3650
21
11140
270
11410

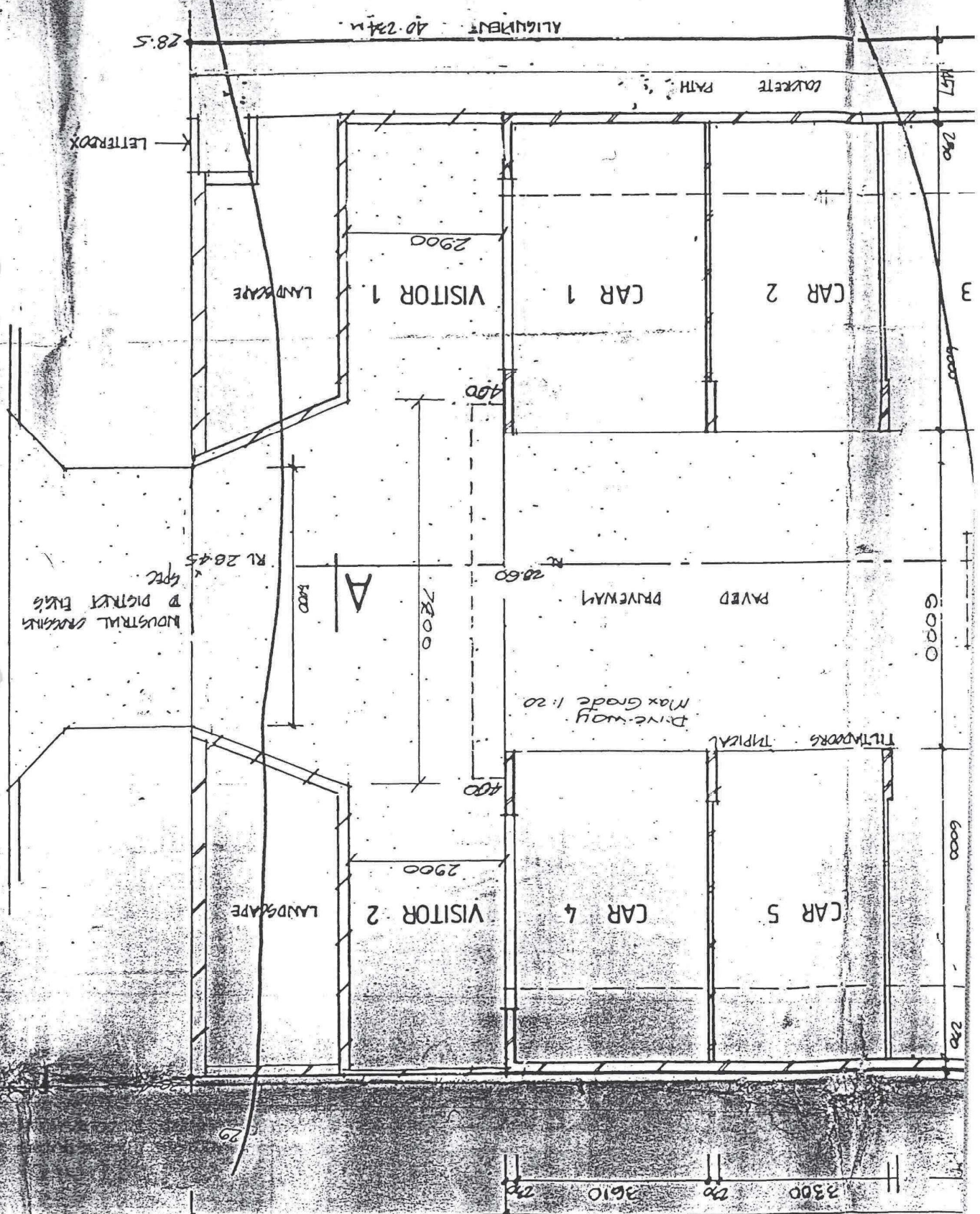
MEASUREMENTS AS PER GROUND FLOOR - 11 170 600

11543 m² net

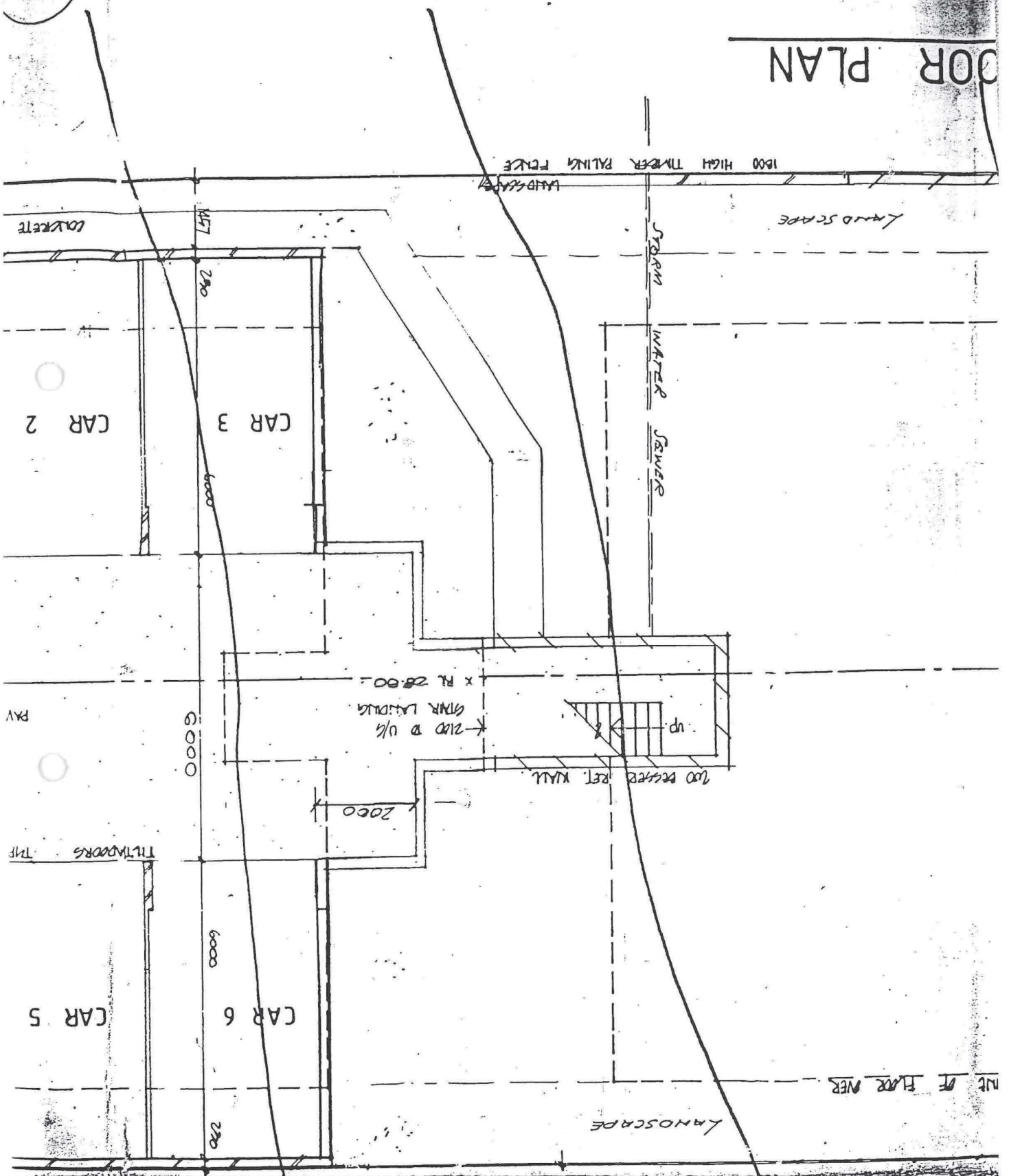
1113

4

Note:
1. Provide clothes dryer to each apartment
2. Garbage bins to remain in garages
except on collection day



DOOR PLAN



CONCRETE

1500 HIGH TENSION PILING FENCE

LANDSCAPE

STORM

WATER

SEWER

CAR 2

CAR 3

2400

6000

K-2100 D U/G
SMR LANDING
x RL 28.00

up
down
100 RECESSED RET. WALL

2000

PAY

6000

TILT UP
TYP

CAR 5

6000

CAR 6

2400

NUT OF FLOOR MER

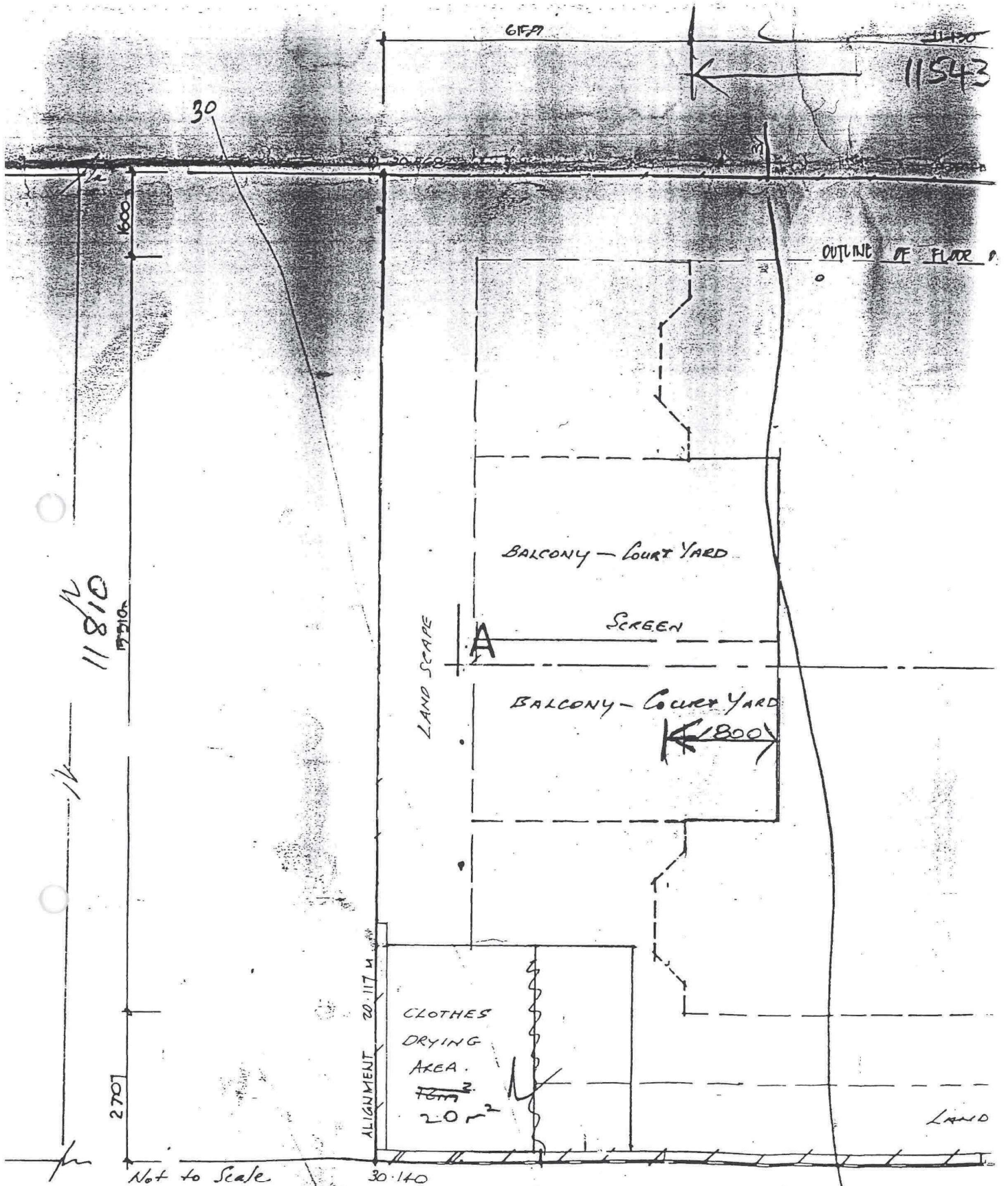
LANDSCAPE

30

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11545

5



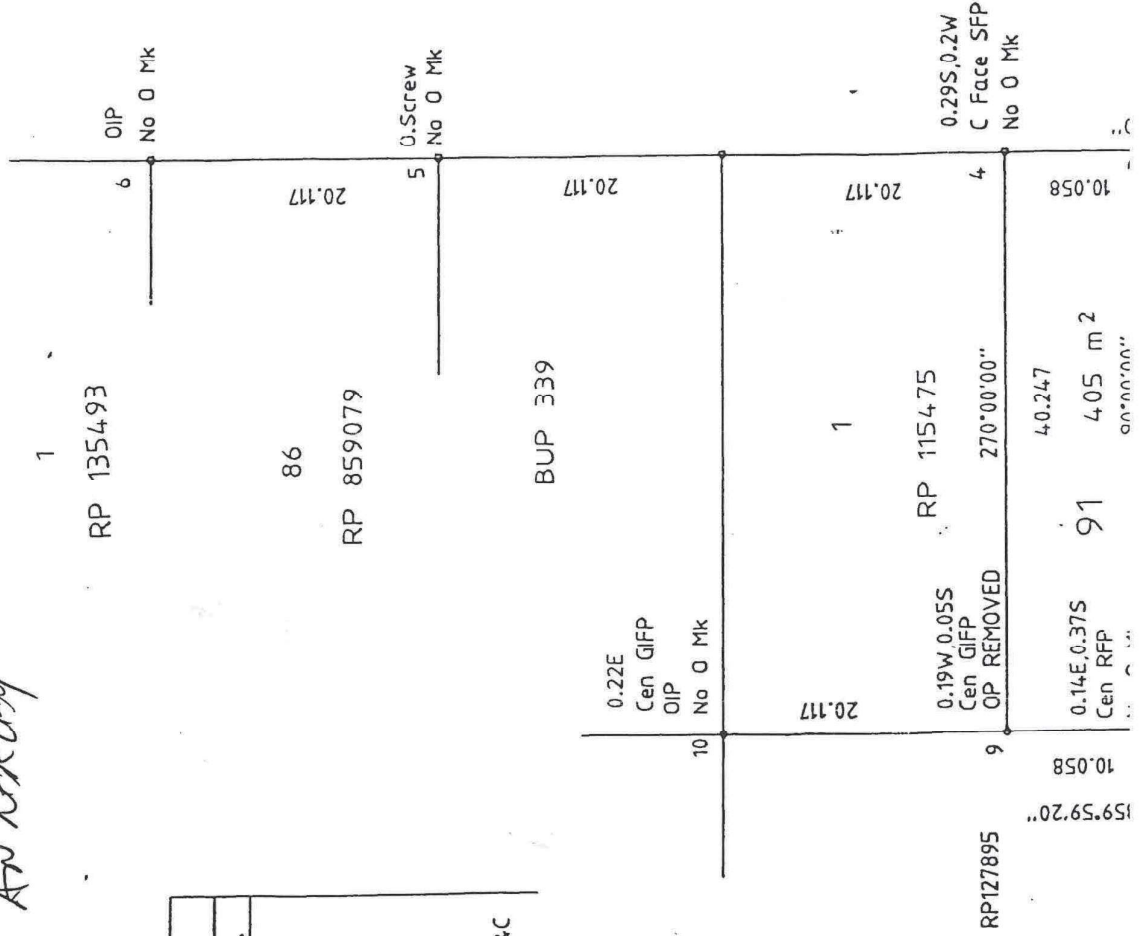
SITE & GROUND FLOOR PL

LUIGI & CARMEL NARCISO
 S GROUCHO PL.
 McDOWALL . 4053

Luisi - 0413-679998

RE - 83 King ST ANNELEY
 UNITS

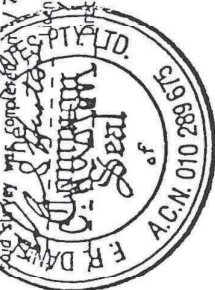
REFERENCE MARKS			
STN	TO	BEARING	DIST.
1	OIP	135°12'00"	1.428
2	Nail in Conc	55°22'45"	3.081
4	Nail in Conc	35°56'10"	4.489
5	O.Screw	136°35'00"	1.464
6	OIP	92°43'10"	0.996
7	Nail in Conc	84°52'25"	8.961
10	OIP	45°23'50"	1.397 N&C



We F.DANIEL, HUSTON & ASSOCIATES Pty.Ltd.
 ACN 010 289 675 hereby certify that the Company has
 surveyed the land comprised in this plan by
 Kenneth John SHERWOOD, Licensed Surveyor
 for whose work the Company accepts responsibility
 that the plans are accurate, that the said survey was
 performed in accordance with the Survey Act 1977

The plan is accurate, that the said survey was made in accordance with the Surveyors Act 1977 and the Surveyors Regulations 1972, and that the said survey was completed on 7/8/1998

F.R. DANIEL, HUSTON & ASSOCIATES
 Licensed Surveyor
 Director
 Date 17/8/98

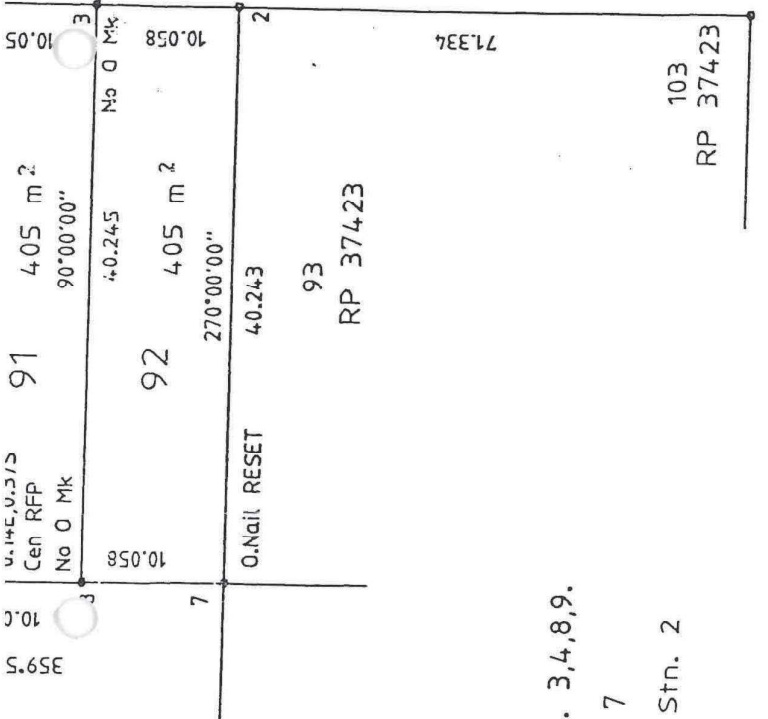


17/8/98

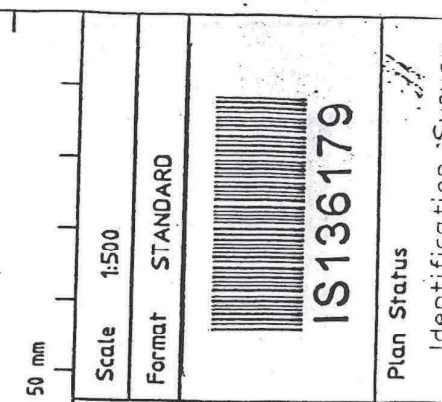
Peg Placed At Stns. 3,4,8,9.

Nail Reset At Stn. 7

Iron Pin Placed At Stn. 2



VICTORIA TER.



F.R. DANIEL, HUSTON & ASSOCIATES Pty Ltd Engineering Surveying Precision and Jig Surveys A.C.N. 010 289 675		77 Candowie Cres. Karana Downs 4306 Phone (07) 3201 2622 Fax. (07) 3201 0631
Licensed Surveying Town Planning Subdivision Design Project Management		JOB - 11101 PLAN - N23/1A
IDENTIFICATION SURVEY OF LOTS 91 & 92 ON RP 37423 Parish of YEERONGPILLY COUNTY OF STANLEY		
DRAWN KJS CHECKED KJS APPROVED WASH	Meridan RP 859079 F/N's No	
Plan Status Identification Survey		