

# Seller disclosure statement

Property Law Act 2023 section 99

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

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

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

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

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

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

## Part 1 Seller and property details

Seller YVONNE PARSONS

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

105/57 Vulture Street, West End QLD 4101

Lot on plan  
description

LOT 105 SURVEY PLAN 264178

Community titles scheme or  
BUGTA scheme:

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

Yes

No

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

If **No**, please disregard Part 6 of this statement as it  
does not need to be completed

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

**Title details**

The seller gives or has given the buyer the following

A title search for the property issued under the Land Title Act 1994 showing interests registered under that Act for the property.  **Yes**

A copy of the plan of survey registered for the property.  **Yes**

**Registered  
encumbrances**

Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.

You should seek legal advice about your rights and obligations before signing the contract.

<p><b>Unregistered encumbrances(excluding statutory encumbrances)</b></p>	<p>There are encumbrances not registered on the title that will continue to affect the property after settlement. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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> <p>the start and end day of the term of the lease: <input type="text"/></p> <p>the amount of rent and bond payable: <input type="text"/></p> <p>whether the lease has an option to renew: <input type="text"/></p> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No given, together with relevant plans, if any.</p> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>Unregistered oral agreement (if applicable)</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; height: 150px; width: 100%;"></div>
<p><b>Statutory encumbrances</b></p>	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If <b>Yes</b>, the details of any statutory encumbrances are as follows:</p> <div style="border: 1px solid black; padding: 5px;"> <p>All statutory rights relating to water supply, sewerage, drainage, electricity, internet, telephone, and other services passing through or over the property, whether protected by registered or statutory easements, including but not limited to any infrastructure or public authority rights identified in this Form 2, including Annexures.</p> </div>
<p><b>Residential tenancy or rooming accommodation agreement</b></p>	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the Residential Tenancies and Rooming Accommodation Act 2008 during the last 12 months. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If <b>Yes</b>, when was the rent for the premises or each of the residents rooms last increased? (Insert date of the most recent rent increase for the premises or rooms) <input type="text" value="08/08/2025"/></p> <p><b>Note</b>Under the Residential Tenancies and Rooming Accommodation Act 2008 the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</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>	<p>The zoning of the property is (Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable):</p> <div style="border: 1px solid black; padding: 2px;">District Centre (District)</div>
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<b>Transport proposals and resumptions</b>	<p>There are encumbrances not registered on the title that will continue to affect the property after settlement. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If <b>Yes</b>, a copy of the notice, order, proposal or correspondence must be given by the seller.</p>
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\* *Transport infrastructure* has the meaning defined in the Transport Infrastructure Act 1994. A proposal means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

<b>Contamination and environmental protection</b>	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the Environmental Protection Act 1994. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>The following notices are, or have been, given:</b></p> <p>A notice under section 408(2) of the Environmental Protection Act 1994 (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 369C(2) of the Environmental Protection Act 1994 (the property is a place or business to which an environmental enforcement order applies). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 347(2) of the Environmental Protection Act 1994 (the property is a place or business to which a prescribed transitional environmental program applies). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<b>Trees</b>	<p>There is a tree order or application under the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 affecting the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If <b>Yes</b>, a copy of the order or application must be given by the seller.</p>
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<b>Heritage</b>	<p>The property is affected by the Queensland Heritage Act 1992 or is included in the World Heritage List under the Environment Protection and Biodiversity Conservation Act 1999 (Cwlth). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<b>Flooding</b>	<p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own 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.</p>
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<b>Vegetation, habitats and protected plants</b>	<p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency</p>
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## 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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme a shared pool is located in the scheme.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Pool compliance certificate is given.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

<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"/> Yes	<input checked="" type="checkbox"/> No
	A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.		

<b>Notices and orders</b>	There is an unsatisfied show cause notice or enforcement notice under the Building Act 1975, section 246AG, 247 or 248 or under the Planning Act 2016, section 167 or 168.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If <b>Yes</b> , a copy of the notice or order must be given by the seller.		

<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.		
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<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.		
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## 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.

<b>Rates</b>	<b>Whichever of the following applies</b>	
	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	<input type="text" value="\$ 548.82"/> Date Range: <input type="text" value="01/04/2026 to 30/06/2026"/>
	Or	
	The property is currently a rates exempt lot.**	<input type="checkbox"/>
	Or	
	The property is not rates exempt but no separate assessment of rates is issued by a local government for the property	<input type="checkbox"/>

\*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*.

<b>Water</b>	<b>Whichever of the following applies</b>	
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:	
	Amount	<input type="text" value="\$ 262.68"/> Date Range: <input type="text" value="09/01/2026 to 31/03/2026"/>
	Or	
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:	
	Amount \$	<input type="text"/> Date Range: <input type="text"/>

\* 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 corporates 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>	The property is included in a community titles scheme. (If Yes, complete the information below) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Community Management Statement</b>	A copy of the most recent community management statement for the scheme as recorded under the Land Title Act 1994 or another Act is given to the buyer. <input checked="" type="checkbox"/> Yes <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
<b>Body Corporate Certificate</b>	A copy of a body corporate certificate for the lot under the Body Corporate and Community Management Act 1997, section 205(4) is given to the buyer. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If <b>No</b> An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes <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 Property Law Regulation 2024 why the seller has not been able to obtain a copy of the body corporate certificate for the lot.</li> </ul>
<b>Statutory Warranties</b>	<b>Statutory Warranties</b> If you enter into a contract, you will have implied warranties under the Body Corporate and Community Management Act 1997 relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.
<b>Building Units and Group Titles Act 1980</b>	<b>The property is included in a BUGTA scheme (If Yes, complete the information below)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Body Corporate Certificate</b>	A copy of a body corporate certificate for the lot under the Building Units and Group Titles Act 1980, section 40AA(1) is given to the buyer. <input type="checkbox"/> Yes <input type="checkbox"/> No If <b>No</b> An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes <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 Property Law Regulation 2024 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.

**Signatures SELLER**

Signature of seller



27/05/2026, 16:04

Signature of seller

This form is signed by one seller under the authority of all sellers pursuant to section 97(2)(b) of the Property Law Act 2023.  
YVONNE PARSONS

Name of seller

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> 50980767	<b>Search Date:</b> 27/05/2026 08:55
<b>Date Title Created:</b> 25/02/2015	<b>Request No:</b> 56282880
<b>Previous Title:</b> 50980702	

### ESTATE AND LAND

Estate in Fee Simple

LOT 105 SURVEY PLAN 264178

Local Government: BRISBANE CITY

COMMUNITY MANAGEMENT STATEMENT 46949

### REGISTERED OWNER

Dealing No: 716899892 20/11/2015

YVONNE PARSONS

### EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 19559081 (WSA 71)
2. BUILDING MANAGEMENT STATEMENT No 716310766 12/02/2015 at 11:05  
benefiting and burdening the lot
3. MORTGAGE No 716899893 20/11/2015 at 11:56  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.B.N. 11  
005 357 522

### ADMINISTRATIVE ADVICES

NIL

### UNREGISTERED DEALINGS

NIL

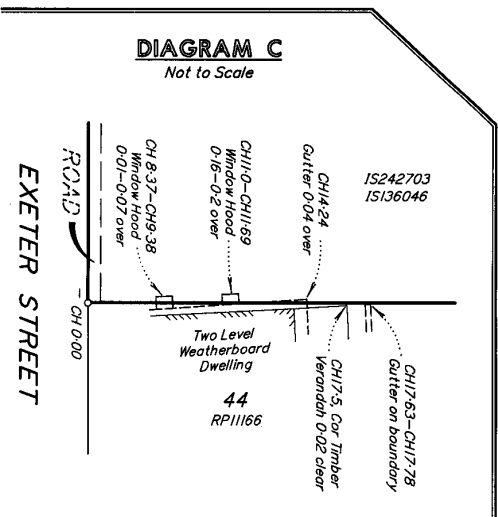
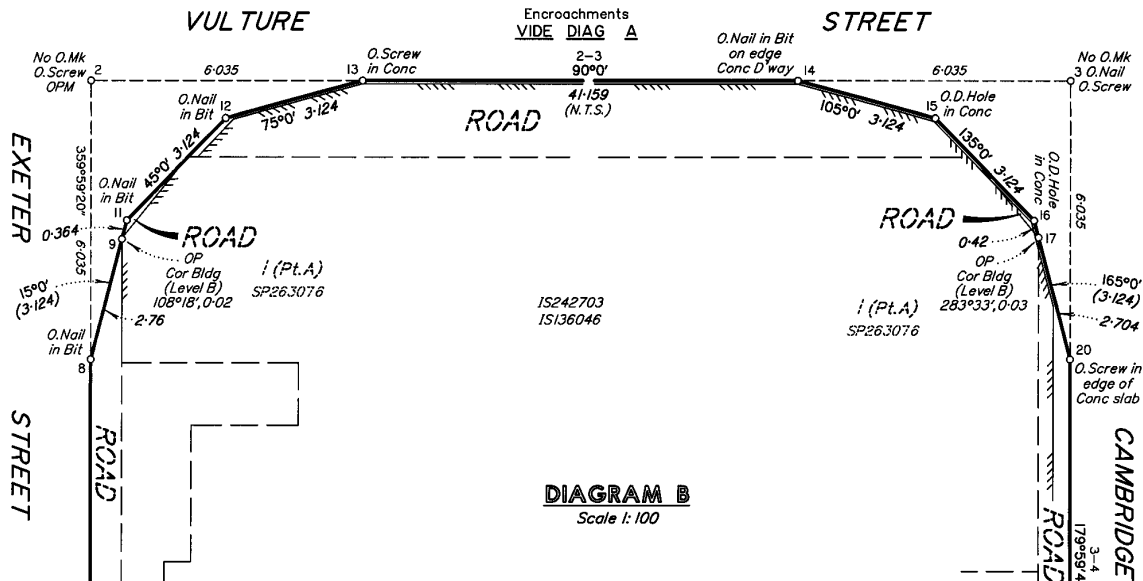
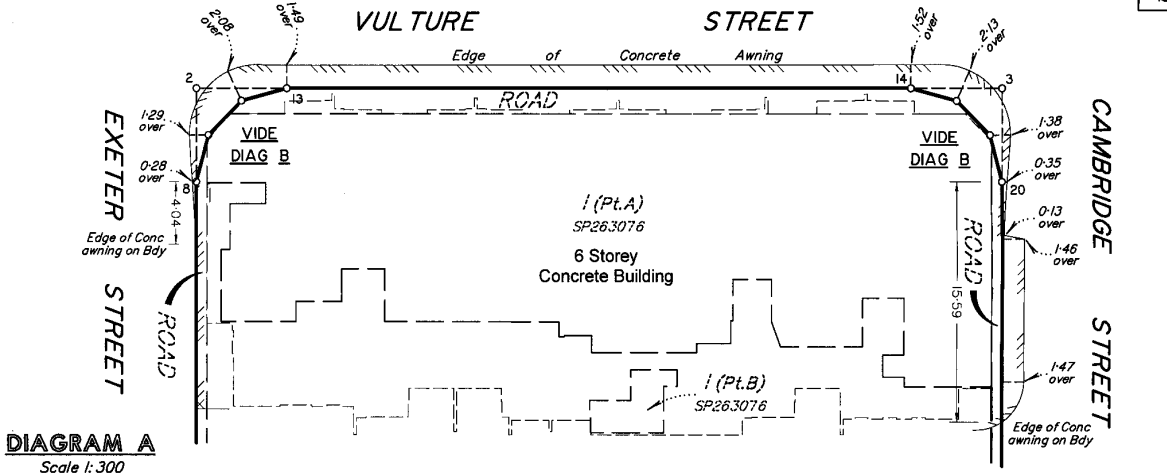
Caution - Charges do not necessarily appear in order of priority

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



<p style="text-align: center; font-size: 1.2em; font-weight: bold;">716310779</p> <p style="text-align: center;">\$4382.20 12/02/2015 11:08</p> <p style="font-weight: bold;">BE 400 NT</p>	<p style="text-align: center; font-weight: bold;">WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.</p> <p>5. Lodged by Bennell &amp; Philp Lawyers Lvl 13, 15 Adelaide Street, Brisbane Qld 4000 Or 5001 2999 Ref: 146578</p> <p style="text-align: right;">Lodger Code <b>BE098A</b></p> <p style="font-size: 0.8em;">(Include address, phone number, reference, and Lodger Code)</p>																									
<p>1. Certificate of Registered Owners or Lessees.</p> <p>I/We <u>THE GLASS FACTORY APARTMENTS WEST END PTY LTD</u> <u>A.C.N. 163 543 717</u></p> <p>(Names in full)</p> <p>* as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994. <u>THE GLASS FACTORY APARTMENTS WEST END PTY LTD ACN 163 543 717</u></p> <p>* as Lessees of this land agree to this plan.</p> <p><i>[Signature]</i> Signature of * Registered Owners * Lessees</p> <p><b>GAETANO GERARD TURRISI</b> <i>[Signature]</i> <b>DIRECTOR</b></p> <p><b>LEO BONACCORSO TURRISI</b></p>	<p>6. Existing</p> <table border="1" style="width:100%; border-collapse: collapse; font-size: 0.8em;"> <thead> <tr> <th>Title Reference</th> <th>Description</th> <th>New Lots</th> <th>Road</th> <th>Secondary Interests</th> </tr> </thead> <tbody> <tr> <td>Lot 3 on SP263076</td> <td></td> <td>101-113,201-213, 301-313,401-408 &amp; CP</td> <td></td> <td></td> </tr> </tbody> </table> <p style="font-size: 0.8em;">ENCROACHMENT NOTICE ISSUED TO THE OWNER(S) OF LOT 44 ON RP11166 AND THE SENIOR LANDS OFFICER, STATE LANDS ASSET MANAGEMENT ON 5/12/2014, AS STATED ON SP263076.</p> <p style="text-align: center; font-weight: bold;">MORTGAGE ALLOCATIONS</p> <table border="1" style="width:100%; border-collapse: collapse; font-size: 0.8em;"> <thead> <tr> <th>Mortgage</th> <th>Lots Fully Encumbered</th> <th>Lots Partially Encumbered</th> </tr> </thead> <tbody> <tr> <td>715448173</td> <td>101-113,201-213, 301-313 &amp; 401-408</td> <td></td> </tr> <tr> <td>715448175</td> <td>101-113,201-213, 301-313 &amp; 401-408</td> <td></td> </tr> </tbody> </table> <p style="text-align: center; font-weight: bold;">BUILDING MANAGEMENT STATEMENT ALLOCATIONS</p> <table border="1" style="width:100%; border-collapse: collapse; font-size: 0.8em;"> <thead> <tr> <th>BMS No.</th> <th>Lots Fully Encumbered</th> <th>Lots Fully Benefited</th> </tr> </thead> <tbody> <tr> <td></td> <td>101-113,201-213, 301-313,401-408 &amp; CP</td> <td>101-113,201-213, 301-313,401-408 &amp; CP</td> </tr> </tbody> </table> <p style="font-size: 0.8em;"><i>Encroachment of building onto adjoining Lots addressed by Building Management Statement.</i> <i>Amendments by Simpson Rayner Surveys Pty Ltd ACN 078 818 167</i> <i>[Signature]</i> <i>Cadastral Surveyor/Director</i> <i>date 23.2.2015</i></p> <p style="font-size: 0.8em;">LOCAL AUTHORITY CONSENT (FORM 18) COVERS THE APPROVED AWNINGS ONTO EXETER STREET, VULTURE STREET AND CAMBRIDGE STREET. ALL LOTS DEFINED ON THIS PLAN ARE WHOLLY CONTAINED WITHIN THE BASE PARCEL.</p> <p style="font-size: 0.8em;">Development Approval : 18th December 2013</p>	Title Reference	Description	New Lots	Road	Secondary Interests	Lot 3 on SP263076		101-113,201-213, 301-313,401-408 & CP			Mortgage	Lots Fully Encumbered	Lots Partially Encumbered	715448173	101-113,201-213, 301-313 & 401-408		715448175	101-113,201-213, 301-313 & 401-408		BMS No.	Lots Fully Encumbered	Lots Fully Benefited		101-113,201-213, 301-313,401-408 & CP	101-113,201-213, 301-313,401-408 & CP
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<p>2. Planning Body Approval.</p> <p>* <u>BRISBANE CITY COUNCIL</u> hereby approves this plan in accordance with the : % <u>SUSTAINABLE PLANNING ACT 2009</u></p> <p>Dated this <u>15th</u> day of <u>January, 2015</u>.</p> <p><i>[Signature]</i> <b>LEE CRANKFORD</b> <b>DEPUTY</b></p> <p>* Insert the name of the Planning Body. % Insert applicable approving legislation. # Insert designation of signatory or delegation</p>	<table border="1" style="width:100%; border-collapse: collapse; font-size: 0.8em;"> <tr> <td>101-113, 201-213, 301-313, 401-408 &amp; CP</td> <td>WSA 71</td> </tr> <tr> <td>Lots</td> <td>Orig</td> </tr> </table> <p>7. Orig Grant Allocation :</p> <p>8. Map Reference : 9543-33334</p> <p>9. Parish : <b>SOUTH BRISBANE</b></p> <p>10. County : <b>STANLEY</b></p> <p>11. Passed &amp; Endorsed :</p> <p>By : <b>SIMPSON RAYNER SURVEYS</b> PTY LTD ACN 078 818 167 Date : <u>5/12/14</u> Signed : <i>[Signature]</i> Designation : <b>CADASTRAL SURVEYOR</b></p> <p>12. Building Format Plans only. I certify that : * <i>As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;</i> * Part of the building shown on this plan encroaches onto adjoining *lots and road <i>[Signature]</i> * <u>5.12.2014</u> Cadastral Surveyor/Director Date *delete words not required</p> <p>13. Lodgement Fees :</p> <table style="width:100%; font-size: 0.8em;"> <tr><td>Survey Deposit</td><td>\$ .....</td></tr> <tr><td>Lodgement</td><td>\$ .....</td></tr> <tr><td>..... New Titles</td><td>\$ .....</td></tr> <tr><td>Photocopy</td><td>\$ .....</td></tr> <tr><td>Postage</td><td>\$ .....</td></tr> <tr><td><b>TOTAL</b></td><td><b>\$ .....</b></td></tr> </table> <p>14. Insert Plan Number <b>SP264178</b></p>	101-113, 201-213, 301-313, 401-408 & CP	WSA 71	Lots	Orig	Survey Deposit	\$ .....	Lodgement	\$ .....	..... New Titles	\$ .....	Photocopy	\$ .....	Postage	\$ .....	<b>TOTAL</b>	<b>\$ .....</b>									
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<b>TOTAL</b>	<b>\$ .....</b>																									
<p>3. Plans with Community Management Statement :</p> <p>CMS Number : <u>46949</u> Name : <u>THE GLASS FACTORY WEST END</u></p>	<p>4. References :</p> <p>Dept File : Local Govt : Surveyor : <u>12140</u></p>																									

SR00273



0 50mm 100mm 150mm

State copyright reserved.  
Insert Plan Number **SP264178**

DRAWN - Stanfield SP130273 12/14



COMMON PROPERTY

**LEVEL A**  
Scale 1:200

COMMON PROPERTY

COMMON PROPERTY

COMMON PROPERTY

COMMON PROPERTY

CP  
Lift

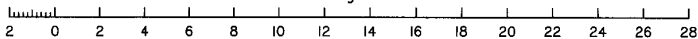
Ramp

CP

CP Stairs

COMMON PROPERTY

Scale 1:200 – Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP264178**



**LEVEL B**

Scale 1:200

**VULTURE STREET**

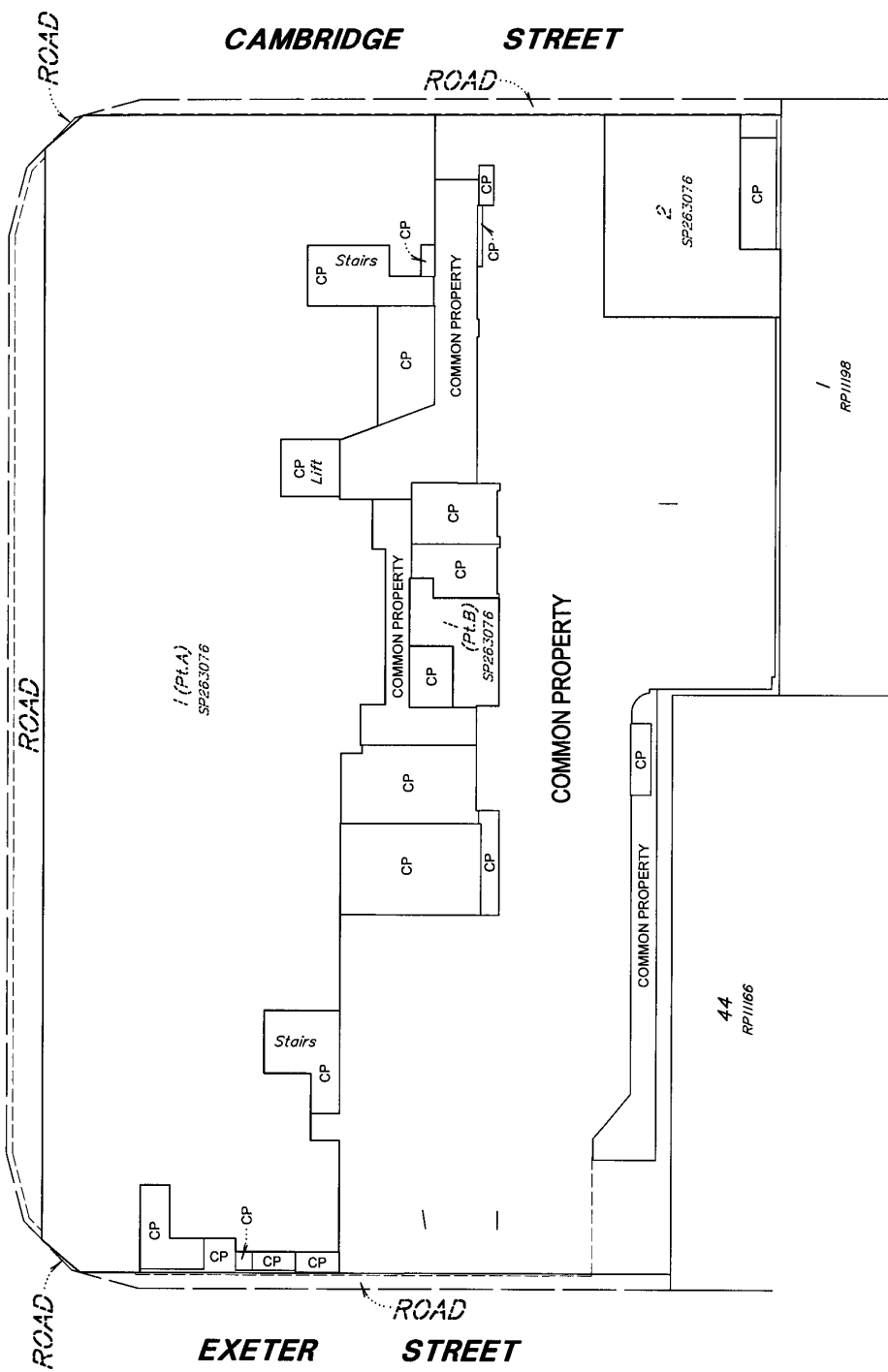
ROAD

ROAD

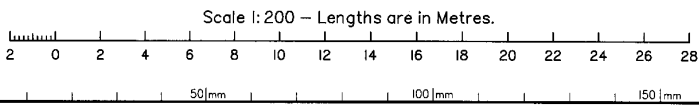
**EXETER STREET**

**CAMBRIDGE STREET**

ROAD



DENOTES LEVEL BELOW

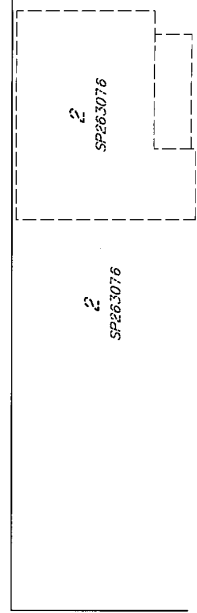
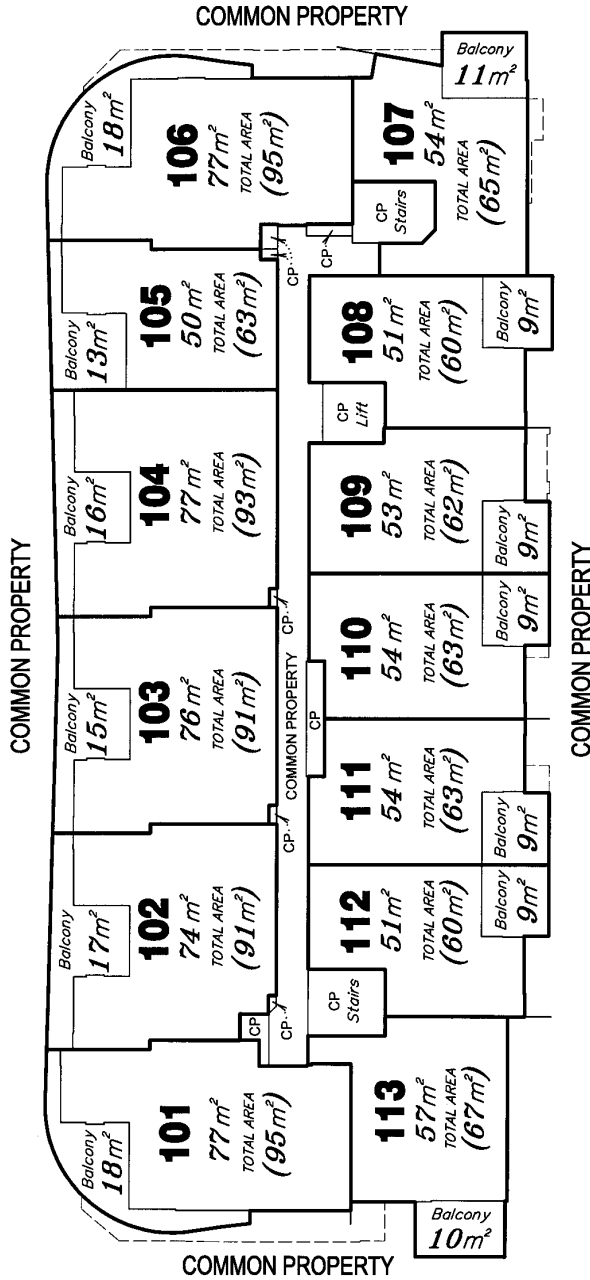


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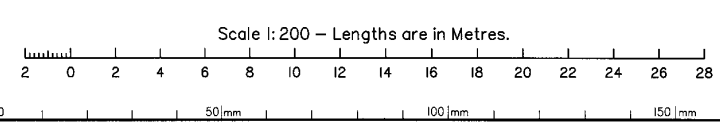
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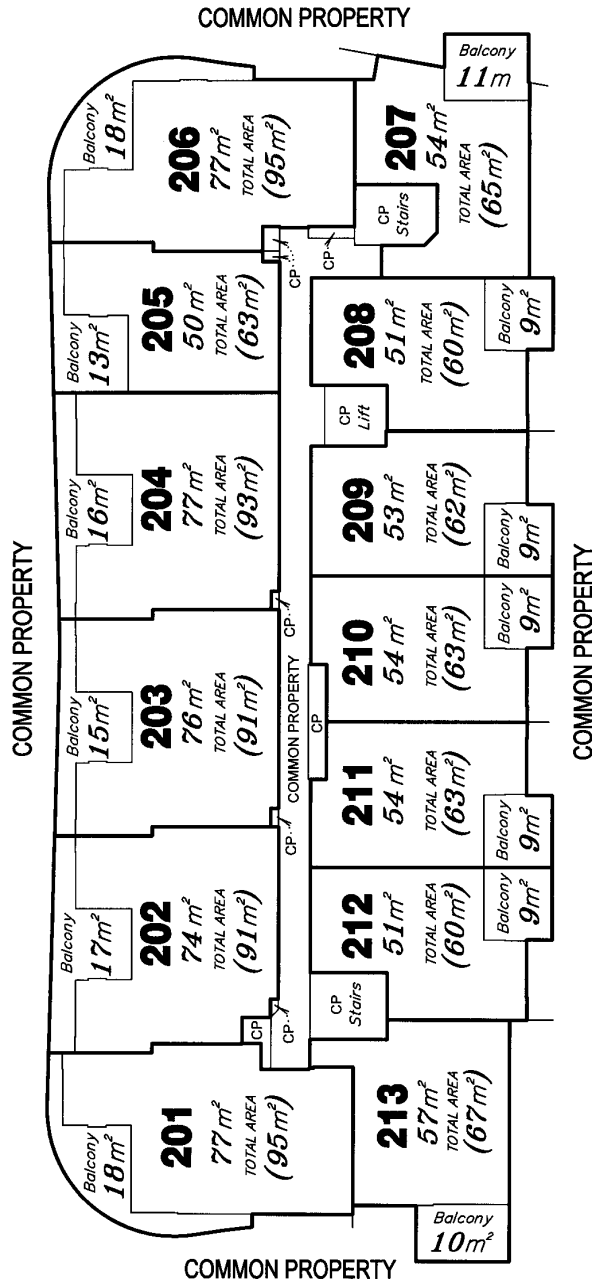
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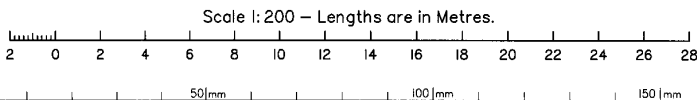
State copyright reserved.  
Insert Plan Number **SP264178**



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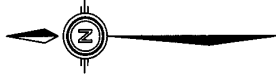


2  
SP26-3076

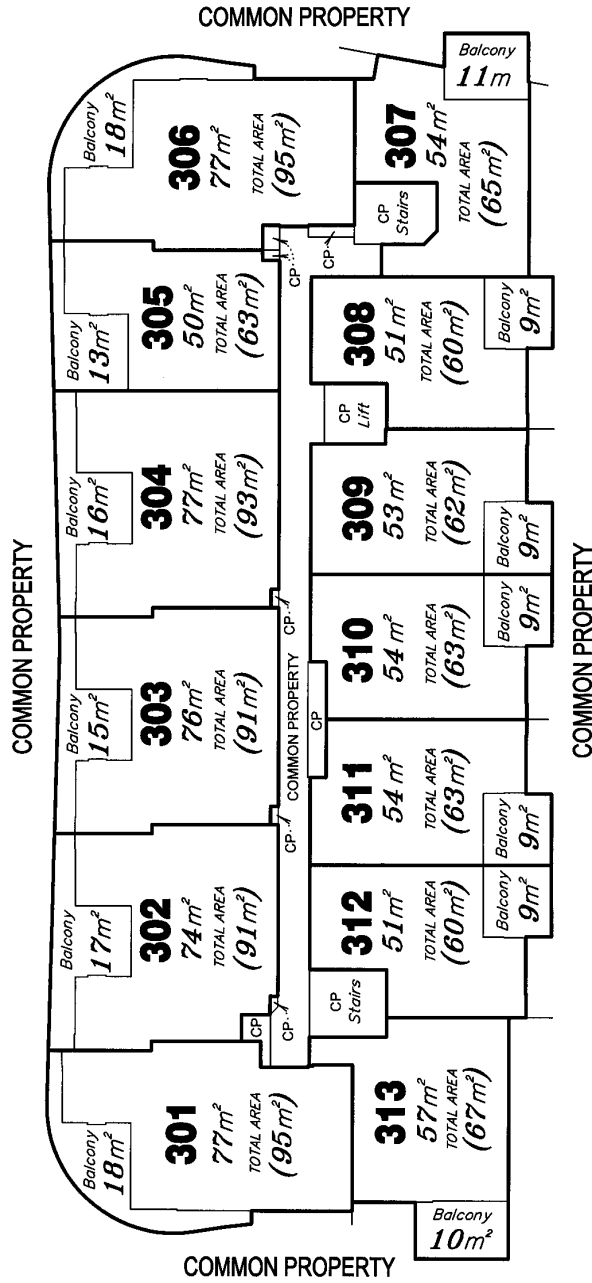


State copyright reserved.

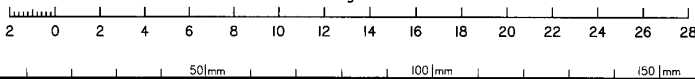
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Scale 1:200 – Lengths are in Metres.

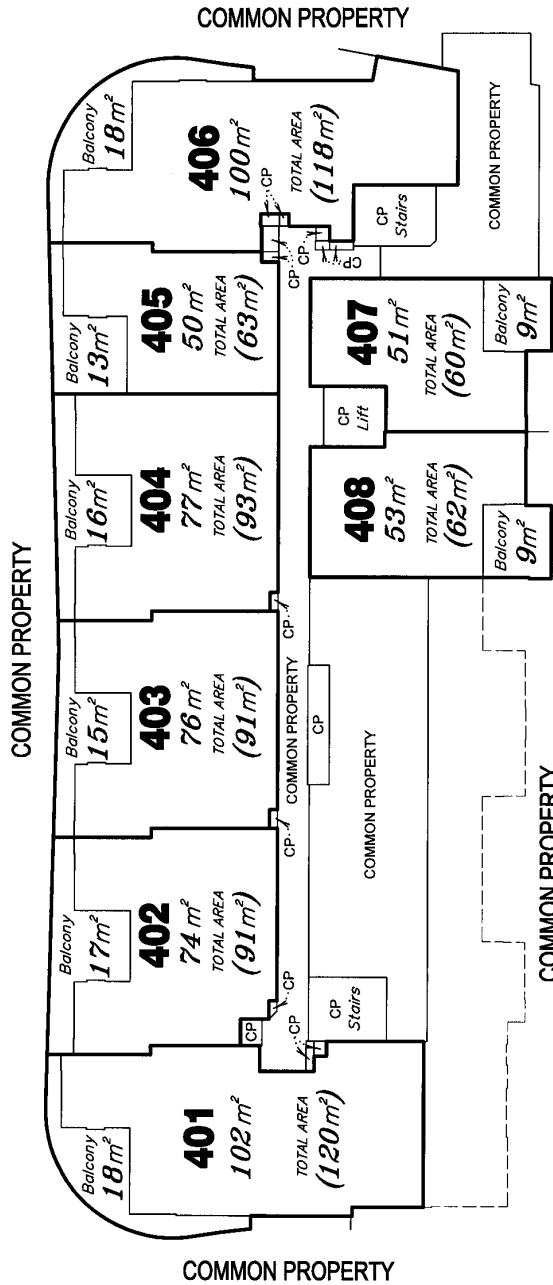


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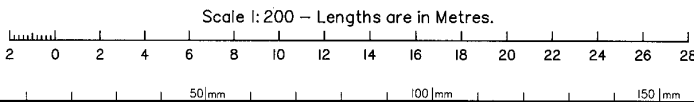
Insert Plan Number **SP264178**



**LEVEL F**  
Scale 1:200



DENOTES LEVEL BELOW



State copyright reserved.  
Insert Plan Number **SP264178**

Scheme Name: THE GLASS FACTORY WEST END COMMUNITY TITLES SCHEME 46949

Body Corp. Addr: PO BOX 10374  
SOUTHPORT QLD  
4215

COMMUNITY MANAGEMENT STATEMENT No: 46949

Title	Lot	Plan
50980762	CP	SP 264178
50980763	101	SP 264178
50980764	102	SP 264178
50980765	103	SP 264178
50980766	104	SP 264178
50980767	105	SP 264178
50980768	106	SP 264178
50980769	107	SP 264178
50980770	108	SP 264178
50980771	109	SP 264178
50980772	110	SP 264178
50980773	111	SP 264178
50980774	112	SP 264178
50980775	113	SP 264178
50980776	201	SP 264178
50980777	202	SP 264178
50980778	203	SP 264178
50980779	204	SP 264178
50980780	205	SP 264178
50980781	206	SP 264178
50980782	207	SP 264178
50980783	208	SP 264178
50980784	209	SP 264178
50980785	210	SP 264178
50980786	211	SP 264178
50980787	212	SP 264178
50980788	213	SP 264178
50980789	301	SP 264178
50980790	302	SP 264178
50980791	303	SP 264178
50980792	304	SP 264178
50980793	305	SP 264178
50980794	306	SP 264178
50980795	307	SP 264178
50980796	308	SP 264178
50980797	309	SP 264178
50980798	310	SP 264178
50980799	311	SP 264178
50980800	312	SP 264178
50980801	313	SP 264178
50980802	401	SP 264178
50980803	402	SP 264178
50980804	403	SP 264178
50980805	404	SP 264178

Title	Lot	Plan
50980806	405	SP 264178
50980807	406	SP 264178
50980808	407	SP 264178
50980809	408	SP 264178

COMMUNITY MANAGEMENT STATEMENT Dealing No: 716310820

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

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]  
Requested By: D-ENQ INFOTRACK PTY LIMITED

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

**GENERAL REQUEST**

Duty Imprint

FORM 14 Version 4  
Page 1 of 1

**716310820**

\$162.90  
12/02/2015 11:16

**BE 460**

<b>1. Nature of request</b>	<b>Lodger</b> (Name, address, E-mail & phone number)	<b>Lodger Code</b>
REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR THE GLASS FACTORY WEST END COMMUNITY TITLES SCHEME	Bennett & Philp, Lawyers Level 13, 15 Adelaide Street Brisbane Qld 4000 <a href="mailto:titles@bennettphilp.com.au">titles@bennettphilp.com.au</a> Ph: 07 3001 2999 Ref: AO:140578	BE098A

<b>2. Lot on Plan Description</b>	<b>County</b>	<b>Parish</b>	<b>Title Reference</b>
LOT 3 ON SP263076	STANLEY	SOUTH BRISBANE	TO ISSUE

**3. Registered Proprietor/State Lessee**  
THE GLASS FACTORY APARTMENTS WEST END PTY LTD ACN 163 543 717

**4. Interest**  
NOT APPLICABLE

**5. Applicant**  
THE GLASS FACTORY APARTMENTS WEST END PTY LTD ACN 163 543 717

**6. Request**  
I hereby request that: I hereby request that: the first CMS deposited herewith be recorded as the CMS for The Glass Factory West End Community Titles Scheme and that Level 1, 46 Edward Street, Brisbane, Queensland, 4000 be recorded as address for service on the body corporate for the scheme.

**7. Execution by applicant**

11 / 2 / 15  
**Execution Date**

Michael Byrom – Solicitor

*Michael Byrom*  
**Applicant's or Solicitor's Signature**

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

46949

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

Office use only  
CMS LABEL NUMBER

<b>1. Name of community titles scheme</b> The Glass Factory West End Community Titles Scheme	<b>2. Regulation module</b> Accommodation module		
<b>3. Name of body corporate</b> Body Corporate for The Glass Factory West End Community Titles Scheme			
<b>4. Scheme land</b>			
Lot on Plan Description	County	Parish	Title Reference
See Enlarged Panel			
<b>5. #Name and address of original owner</b> The Glass Factory Apartments West End Pty Ltd ACN 163 543 717 of Level 1, 46 Edward Street, Brisbane, Qld 4000	<b>6. Reference to plan lodged with this statement</b> SP 264178		

# first community management statement only

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

..... signed

Roger Greenwood Principal Planner ..... name and designation

Brisbane City Council ..... name of Local Government

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

<b>Execution Date</b>	<b>*Execution</b>
-----------------------	-------------------

10 / 12 / 2014

The Glass Factory Apartments West End Pty Ltd  
ACN 163 543 717

  
Director **GAETANO GERARD TURRISI**

  
Director **LEO BONACCORSO TURRISI**

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

**Privacy Statement**

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

Title Reference

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
The common property for The Glass Factory West End Community Titles Scheme	Stanley	South Brisbane	
Lot 101 on SP 264178	Stanley	South Brisbane	
Lot 102 on SP 264178	Stanley	South Brisbane	
Lot 103 on SP 264178	Stanley	South Brisbane	
Lot 104 on SP 264178	Stanley	South Brisbane	
Lot 105 on SP 264178	Stanley	South Brisbane	
Lot 106 on SP 264178	Stanley	South Brisbane	
Lot 107 on SP 264178	Stanley	South Brisbane	
Lot 108 on SP 264178	Stanley	South Brisbane	
Lot 109 on SP 264178	Stanley	South Brisbane	
Lot 110 on SP 264178	Stanley	South Brisbane	
Lot 111 on SP 264178	Stanley	South Brisbane	
Lot 112 on SP264178	Stanley	South Brisbane	
Lot 113 on SP 264178	Stanley	South Brisbane	
Lot 201 on SP 264178	Stanley	South Brisbane	
Lot 202 on SP 264178	Stanley	South Brisbane	
Lot 203 on SP 264178	Stanley	South Brisbane	
Lot 204 on SP 264178	Stanley	South Brisbane	
Lot 205 on SP 264178	Stanley	South Brisbane	
Lot 206 on SP 264178	Stanley	South Brisbane	
Lot 207 on SP 264178	Stanley	South Brisbane	
Lot 208 on SP 264178	Stanley	South Brisbane	
Lot 209 on SP 264178	Stanley	South Brisbane	
Lot 210 on SP 264178	Stanley	South Brisbane	
Lot 211 on SP 264178	Stanley	South Brisbane	
Lot 212 on SP264178	Stanley	South Brisbane	
Lot 213 on SP 264178	Stanley	South Brisbane	
Lot 301 on SP 264178	Stanley	South Brisbane	
Lot 302 on SP 264178	Stanley	South Brisbane	
Lot 303 on SP 264178	Stanley	South Brisbane	
Lot 304 on SP 264178	Stanley	South Brisbane	
Lot 305 on SP 264178	Stanley	South Brisbane	
Lot 306 on SP 264178	Stanley	South Brisbane	
Lot 307 on SP 264178	Stanley	South Brisbane	
Lot 308 on SP 264178	Stanley	South Brisbane	

Title Reference

Lot 309 on SP 264178	Stanley	South Brisbane	
Lot 310 on SP 264178	Stanley	South Brisbane	
Lot 311 on SP 264178	Stanley	South Brisbane	
Lot 312 on SP264178	Stanley	South Brisbane	
Lot 313 on SP 264178	Stanley	South Brisbane	
Lot 401 on SP 264178	Stanley	South Brisbane	
Lot 402 on SP 264178	Stanley	South Brisbane	
Lot 403 on SP 264178	Stanley	South Brisbane	
Lot 404 on SP 264178	Stanley	South Brisbane	
Lot 405 on SP 264178	Stanley	South Brisbane	
Lot 406 on SP 264178	Stanley	South Brisbane	
Lot 407 on SP 264178	Stanley	South Brisbane	
Lot 408 on SP 264178	Stanley	South Brisbane	

## Title Reference

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

<b>Lot on Plan</b>	<b>Contribution</b>	<b>Interest</b>
Lot 101 on SP 264178	1019	622
Lot 102 on SP 264178	1009	605
Lot 103 on SP 264178	1013	611
Lot 104 on SP 264178	1013	611
Lot 105 on SP 264178	951	429
Lot 106 on SP 264178	1019	627
Lot 107 on SP 264178	951	429
Lot 108 on SP 264178	946	407
Lot 109 on SP 264178	946	407
Lot 110 on SP 264178	946	413
Lot 111 on SP 264178	946	418
Lot 112 on SP264178	946	413
Lot 113 on SP 264178	949	424
Lot 201 on SP 264178	1035	627
Lot 202 on SP 264178	1025	616
Lot 203 on SP 264178	1028	622
Lot 204 on SP 264178	1028	622
Lot 205 on SP 264178	967	440
Lot 206 on SP 264178	1035	638
Lot 207 on SP 264178	967	440
Lot 208 on SP 264178	962	418
Lot 209 on SP 264178	965	418
Lot 210 on SP 264178	962	424
Lot 211 on SP 264178	962	429
Lot 212 on SP264178	962	424
Lot 213 on SP 264178	965	435
Lot 301 on SP 264178	1051	644
Lot 302 on SP 264178	1041	627
Lot 303 on SP 264178	1044	633
Lot 304 on SP 264178	1044	633
Lot 305 on SP 264178	982	451

## Title Reference

Lot 306 on SP 264178	1051	649
Lot 307 on SP 264178	982	451
Lot 308 on SP 264178	977	429
Lot 309 on SP 264178	981	429
Lot 310 on SP 264178	977	440
Lot 311 on SP 264178	977	440
Lot 312 on SP264178	977	435
Lot 313 on SP 264178	981	446
Lot 401 on SP 264178	1144	897
Lot 402 on SP 264178	1057	644
Lot 403 on SP 264178	1060	649
Lot 404 on SP 264178	1060	649
Lot 405 on SP 264178	998	468
Lot 406 on SP 264178	1135	908
Lot 407 on SP 264178	993	451
Lot 408 on SP 264178	997	451
<b>TOTAL</b>	<b>47,026</b>	<b>24,793</b>

**A. Deciding Contribution Schedule Lot Entitlements (CSLE)**

The CSLE have been decided using the *equality principle* as defined in the Body Corporate and Community Management Act 1997 (**BCCM**).

The CSLE for the scheme are not equal. As required by s46A of the BCCM, the CSLE demonstrates the relationship between the lots by reference to one or more of the following factors (**Factors**):

- How the scheme is structured;
- The nature, features and characteristics of the lots in the scheme;
- The purposes for which the lots are used;
- The impact the lots have on the costs of maintaining the common property; and
- The market values of the lots.

We discuss each of the Factors, and their applicability, below.

**(a) How the Scheme is structured**

The proposed development will be for a single building comprising 2 volumetric lots and the scheme land will comprise lots and common property. The volumetric lots are not part of the scheme. The structure of the scheme does not affect the CSLE and under a building management statement the owners of the volumetric lots and the original owner of the scheme land will enter into appropriate cost sharing arrangements for the volumetric lots to contribute to certain costs and expenses for any shared facilities or the use of any common property.

## Title Reference

### (b) Nature, Features and Characteristics of the Lots

The body corporate is responsible for the repair and maintenance of common property within the scheme. This includes the foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In deciding the CSLE the following increases the burden that a lot places on the body corporate costs for the maintenance, cleaning and repair of the common property:

- (i) **The level of the building on which the lot is situated:** Additional entitlements are added depending on the level of the building in which the lot is located. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls, and the higher the cost of maintaining and operating the lifts.
- (ii) **The area of the lot:** Additional entitlements are added the greater the size of the lot. The larger the area of the lot the greater demand on the support and shelter costs.
- (iii) **The number of potential occupants:** Larger lots that can cater for a greater number of occupants have the potential to place a greater burden on common property and additional entitlements are added to reflect this.

The relative difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing postage and outlays.

### (c) The Purposes for which the Lots are Used

Each of the lots in the scheme is used for residential purposes except for any lot used by an on site manager for management purposes and consequently this factor does not affect the CSLE.

### (d) The Impact the Lots have on the Costs of Maintaining the Common Property

The factors listed in item (b) *Nature, Features and Characteristics of the Lots* have been assessed as having an impact on the body corporate costs for the maintenance, cleaning and repair of the common property and additional entitlements are added to reflect this.

### (e) The Market Value of the Lots

For the scheme, it is not considered that the market value of the lots affect the CSLE.

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

The ISLE for the scheme have been decided using the *market value principle* as defined in the BCCM.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
1.	The development comprises a residential community title scheme to be known as The Glass Factory West End Community Titles Scheme and a commercial lot and retail lot.
2.	It is intended that there will be only one body corporate namely, The Body Corporate for The Glass Factory West End Titles Scheme (the <b>Scheme</b> ).
3.	It is intended to register SP 263076 creating new Lots 1 – 3 on SP 263076, cancelling Lot 4 on RP 127665.
4.	Lot 1 on SP 263076 is a volumetric lot and will comprise the Retail Lot.
5.	Lot 2 on SP 263076 is a volumetric lot and will comprise the Commercial Lot.
6.	Lot 3 on SP 263076 will be cancelled to create the lots in the community title scheme referred to in paragraph 1 above.

Title Reference

- 3.7. ~~It is not presently intended to further subdivide the proposed volumetric Lot 2 on SP 263076 but the original owner reserves the right to do so.~~
- 8. ~~The original owner also reserves the right, for any reason:~~
  - ~~(a) to develop a lesser or greater number of lots in the Scheme;~~
  - ~~(b) not to proceed with any further development of the volumetric lots;~~
  - ~~(c) not to include any land as part of the Scheme in which case, if necessary, the land will be removed from the Scheme Land and a new community management statement will be recorded to amend the description of the Scheme Land and to effect appropriate adjustments of lot entitlements;~~
  - ~~(d) to include proposed common property as part of the title for Lot 406 in which case a new community management statement will be recorded to amend the description of the Scheme Land including common property and to effect appropriate adjustments of lot entitlements.~~
- 9.7. The original owner may amalgamate any lot with another lot in this Scheme and in any such case a new community management statement will be lodged.
- 10.2. To facilitate the development of the Scheme Land the original owner may need to create easements benefiting or burdening the Scheme Land.
- 10.9. ~~A building management statement is recorded over lots 1-3 on SP 263076 and this is not a layered arrangement.~~

SCHEDULE C	BY-LAWS
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**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Throughout these By-Laws, the following terms will, where the context so admits, have the meanings herein ascribed to them.

- (a) **Act** means the *Body Corporate and Community Management Act 1997* (Qld) and the Regulation Module applying to the Scheme.
- (b) **Body Corporate** means the Body Corporate established upon the registration of the Community Titles Scheme.
- (c) **By-Laws** means these By-Laws or any specified part of them.
- (d) **Caretaker** means a person or corporation who has been engaged or authorised by the Body Corporate to supply caretaking services for the benefit of the Common Property or Lots included in the Community Titles Scheme.
- (e) **Car Wash Bay** means the car wash bay on the Scheme Land.
- (f) **Common Property** means the common property referred to in the Community Titles Scheme.
- (g) **Committee** means the Committee of the Body Corporate appointed pursuant to the Act.
- (h) **Committee's Representative** means a member of the Committee appointed from time to time for the purpose of representing the Committee.
- (i) **Community Titles Scheme** means The Glass Factory West End Community Titles Scheme.
- (j) **Garbage** includes material for recycling.

**Title Reference**

- (k) **GST** means any value added, consumption, turnover or similar tax, impost or duty on goods and/or services which is introduced by the Commonwealth or any State or Territory.
- (l) **Lot** means a lot in the Community Titles Scheme.
- (m) **Manager** means the person or corporation appointed by the Body Corporate from time to time as caretaker to, amongst other things, keep the Common Property in good order.
- (n) **Motor Vehicles** includes motor bikes but does not include caravans, campervans or mobile homes.
- (o) **Owner** and **Occupier** have the meanings given to them in the Act.
- (p) **Original Owner** has the meaning given to it in the Act.
- (q) **Scheme Land** means all the land contained in the Community Titles Scheme.
- (r) **Person** includes a company.
- (s) **Scheme** means the Community Titles Scheme.
- (t) **Secretary** means the Secretary of the Body Corporate.
- (u) **Utility Infrastructure** means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which Lots or Common Property are supplied with Utility Services.
- (v) **Utility Service** means:
  - (i) water reticulation or supply;
  - (ii) gas reticulation or supply;
  - (iii) electricity supply;
  - (iv) air-conditioning;
  - (v) a telephone service;
  - (vi) a cable or satellite TV service;
  - (vii) a computer data or television service;
  - (viii) a sewer system;
  - (ix) drainage;
  - (x) a system for the removal or disposal of garbage or waste;
  - (xi) a ventilation or air extraction system; or
  - (xii) another system designed to improve the amenity, or enhance the enjoyment, of Lots or Common Property.

**1.2 Interpretation**

- (a) Headings throughout these By-Laws are for guidance only and are not to be used as an aid in the interpretation of these By-Laws.
- (b) Plurals include the singular and singular the plural. References to either gender shall include a reference to the other gender.

### Title Reference

- (c) Reference to the whole includes any part of the whole.
- (d) Reference to any Lot number in these By-Laws is based on the plan attached and marked B. Upon registration of the plan, if the lot number given to any Lot is different, the allocated number will be substituted in these By-Laws.

## 2 USE OF LOT

Each Lot will be used for residential purposes only.

## 3 GENERAL APPEARANCE OF LOTS

- (a) No structural alterations will be made to any Lot (including any alteration to gas, water or electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony, if any, of any Lot and including the installation of any air-conditioning system) without the consent of the Committee.
- (b) Without the prior written consent of the Committee, an Owner or Occupier of a Lot must not in any way alter the exterior appearance of the Lot, nor cause to be constructed or placed upon any part of the Lot which can be viewed from outside the Lot any materials or items.
- (c) An Owner or Occupier of a Lot must not install a solar hot water system or solar panels without the prior written consent of the Committee, which will not be unreasonably withheld, after considering the available space and the strength of any supporting structure.
- (d) Subject to any other provision in these By-Laws, an Owner or Occupier of a Lot will not hang washing, towels, bedding, clothing or other articles or display any sign, advertisement, placard, banner, pamphlet or like matter on the Common Property or on any part of their Lot in such a way as to be visible from outside the Lot.
- (e) However, any authorised Caretaker or Letting Agent is permitted to display reasonable signs or notices on the Scheme Land offering for sale or lease any Lot but such signs or notices must not detract from the overall appearance of the development.
- (f) An Owner or Occupier will not install or use any material to provide screening for a balcony without permission from the Committee, which consent will not be unreasonably withheld.
- (g) An Owner or Occupier of a Lot shall not permit, without the prior consent in writing of the body Corporate committee:-
  - (i) Any root invasive species of plant to be grown in any planter box or pot on any part of the Lot or Common Property;
  - (ii) Any plant species greater than 1 meter in height, or of a weight which may compromise the structural loading of the building, to be grown on any part of the Lot or Common Property.
- (h) An Owner or Occupier of a Lot must not use any balcony as a storage area (for example boxes, bikes, book shelves and other furniture must not be stored on balconies)

## 4 MAINTENANCE OF LOTS

- (a) An Owner or Occupier of a Lot will:
  - (i) be responsible for the proper maintenance and decoration of their Lot;

**Title Reference**

- (ii) be responsible for the proper maintenance of any air conditioning condenser servicing their Lot;
  - (iii) maintain in good condition and repair any improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof) and, where appropriate, will not use building materials and external finishes other than of the same colour and type as those comprised in such improvements without the prior written consent of the Committee;
  - (iv) maintain the interior of their Lot in a clean condition and take all practical steps to prevent infestation by vermin and/or insects;
  - (v) maintain in good condition and repair and keep clean any part of the Common Property which the Owner has the exclusive use of.
- (b) The Committee may give written notice to an Owner or Occupier of a Lot requiring that:
- (i) the improvements be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or part thereof); and
  - (ii) the obligations under By-Law 4(a)(v) be complied with,
- and if such notice has not been complied with to the reasonable satisfaction of the Committee within 14 days of the date of that notice, the Committee may, in its absolute discretion, cause the improvements to be put in such a state or the obligations under By-Law 4(a)(v) to be carried out (as the case may be) in accordance with the notice and the Owner or Occupier (as the case may be) will forthwith pay the costs incurred or payable by the Body Corporate in that regard on demand.
- (c) An Owner or Occupier of a Lot will allow the Committee and the servants and contractors of the Body Corporate access to the Lot, which attaches to a Lot by virtue of an exclusive use By-Law and any area of Common Property and the improvements at all reasonable times for the purpose of inspection and carrying out works under this By-Law provided that the Committee gives the Owner or Occupier reasonable notice of its intention to enter upon the relevant Lot and carry out works under this By-Law.
- (d) For the purposes of this By-Law improvements includes pergolas, walls, windows, garage roller doors, doors, fly screens, gates, walkways, paths, driveways, yard, lawn, landscaping, garden, plants and irrigation, and drainage facilities located within a Lot or an area of Common Property which attaches to a Lot by virtue of an exclusive use By-Law.

**5 WATER APPARATUS**

- (a) An Owner or Occupier of a Lot will see that all water taps on their Lot are properly turned off after use.
- (b) The water closets, conveniences and other water apparatus including water pipes and drains in each Lot must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances shall be deposited therein.
- (c) Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by such Owner or Occupier whether the same is caused by their own acts or those of members of their household or their servants or agents or guests.

**Title Reference****6 LIGHTING AND HEATING OF LOTS**

The Owner or Occupier of a Lot must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Lot nor in any other way cause or increase a risk of fire or explosion in such Lot.

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

An Owner or Occupier of a Lot must not, except with the prior written consent of the Body Corporate, use or store upon their Lot or upon the Common Property any flammable chemical, liquid, gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**8 WINDOWS**

The windows of a Lot will be kept clean and promptly replaced with fresh glass of the same kind, colour and weight as at present if broken or cracked.

**9 WINDOW COVERS**

- (a) No window will be covered with aluminium foil or similar reflective material or tinted and no shutters, awnings or other window cover shall be affixed externally to any building or visible from the exterior of the building. This By-Law will not prevent security screens being installed over windows but only after the written consent of the Committee as to the type, quality, colour and style of security screen has been obtained. Such consent may be withheld in the absolute discretion of the Committee.
- (b) An Owner must not hang curtains visible from outside the Lot unless those curtains have a white backing, or unless such colour and design have been approved by the Committee. An Owner must not install, renovate and/or replace a curtain backing or window treatment without having the colour and design approved by the Committee. In giving such approvals, the Committee must ensure, so far as practicable, that curtain backing and window treatment used in all Lots have colours that are sympathetic to the tones of the improvements on the Scheme Land (with preference given to white and off-white colours) and present an aesthetic appearance when viewed from common property any other lot or from outside the Scheme Land.
- (c) Vertical blinds are not permitted.

**10 PETS**

Subject to this By-Law and the provisions of the Body Corporate and Community Management Act 1997 an Owner or Occupier of a Lot shall not keep any animal upon his or her Lot or the Common Property without the written permission of the Body Corporate Committee (unless an Owner may at law keep an animal upon the Lot). However, an Owner or Occupier of a Lot may keep a dog or cat upon his or her Lot and the Common Property, without the need for prior Body Corporate permission, provided that:

- (a) The animal is under 10kg in weight;
- (b) The animal is quiet at all times and does not cause a nuisance to any other Owner or Occupier;
- (c) The animal remains on a lead and is kept under control at all times when on Common Property; and
- (d) All animal excrement is immediately cleaned up.

**Title Reference**

The Body Corporate shall be the arbitrator as to whether these conditions are, and continue to be, satisfied. If any such condition is not satisfied and remains unsatisfied after the Body Corporate gives the relevant Lot Owner or Occupier three (3) written warnings specifying the breach of condition then any such offending dog or cat must be removed from the Scheme Land and the Body Corporate has authority to remove such offending dog or cat.

**11 NO VARIATION TO APPEARANCE**

- (a) Subject to any other provision in these By-Laws, an Owner or Occupier of a Lot must not do anything to vary the external appearance of the Lot or vary the Common Property without the prior written consent of the Committee which consent will not be unreasonably refused.
- (b) No personal items are to be left on the common property (i.e. lobbies, basement), which includes, but is not limited to, items such as toys and bikes.

**12 ANTENNAE**

No television, radio or other electronic antenna or device of any type may be erected, constructed or placed or permitted to remain on any Lot or on the Common Property unless and until the same has been approved in writing by the Committee or unless the same is contained within a Lot and not visible from the exterior of such Lot.

**13 SECURITY OF LOTS AND COMMON PROPERTY**

All Owners and Occupiers must ensure that all security devices are properly used. They must also ensure that all doors, gates and windows to any Lot and to any part of the Common Property shall be securely fastened on all occasions. The Committee reserves the right to enter any Lot and fasten the same if left insecurely fastened.

**14 INSURANCE**

An Owner or Occupier of a Lot must not bring to, do or keep anything on their Lot which may increase the rate of fire insurance on their Lot or any other part of the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy for such Lot or Scheme Land or the regulations or ordinances of any public authority for the time being in force.

**15 NUISANCE**

No noxious or offensive trade or activity may be carried on upon the Scheme Land or in any Lot nor may anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the Owners and Occupiers of other Lots or any other person lawfully using the Common Property. In particular and without limiting the generality of the foregoing:

- (a) No loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any residence may be located used or placed on any portion of the Scheme Land or exposed to the view of other Owners or Occupiers without the prior written consent of the Body Corporate;

**Title Reference**

- (b) All musical instruments, wirelesses, radiograms, television sets, stereos and the like shall be controlled so that the sound arising therefrom is reasonable and will not cause annoyance to other Owners and Occupiers of Lots on the Scheme Land;
- (c) Guests leaving after 11.00 pm must be requested by their hosts to leave quietly and quietness must also be observed when Owners and Occupiers return to their Lots late at night or in the early morning hours.
- (d) In the event of any unavoidable noise in a Lot at any time the Occupier or Owner thereof will take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose.

**16 OBSTRUCTION**

An Owner or Occupier of a Lot must not obstruct the lawful use of the Common Property by any person.

**17 DEPOSITING RUBBISH ON COMMON PROPERTY**

An Owner or Occupier must not:

- (a) deposit or throw upon the Common Property, save for allocated refuse locations as indicated by the Body Corporate, or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another Owner or Occupier or of any person lawfully using the Common Property;
- (b) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of the Owner's Lot.

Any damage or costs for cleaning or repair caused by breach hereof will be borne by the Owner or Occupier concerned.

**18 GARBAGE DISPOSAL**

An Owner or Occupier of a Lot must:

- (a) deal with and dispose of rubbish in the bins provided by the Body Corporate and not accumulate rubbish in their Lot, or leave rubbish on the common property (except in the rubbish bins provided);
- (b) comply with all local authority By-Laws and ordinances relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot is not adversely affected by their disposal of garbage;

**19 DAMAGE TO GARDENS**

An Owner or Occupier of a Lot must not:

- (a) damage any garden, tree, shrub, plant or flower being part of or situated upon the Scheme Land; or
- (b) except with the prior written consent of the Body Corporate, use for their own purposes as a garden any portion of the Common Property.

**Title Reference****20 DAMAGE TO THE COMMON PROPERTY OR LOT**

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

**21 COMMITTEE TO BE NOTIFIED OF ACCIDENTS ETC.**

An Owner or Occupier of a Lot must give to the Committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to their knowledge and the Committee will have authority by its servants or agents 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 any Lot or any buildings on the Scheme Land as often as may be necessary.

**22 VISITORS' CAR PARKING**

- (a) Subject to By-Law22(b), the Committee may in its absolute discretion by written notice from time to time to the Owners, mortgagees and Occupiers of Lots within the Scheme Land nominate which car parking spaces situated within the Common Property may be used by the invitees of Occupiers of Lots (**Visitor Spaces**).
- (b) The Body Corporate shall ensure that there are 11 Visitor Spaces situated within the Common Property.
- (c) An Occupier of a Lot must not, without the Committee's prior written approval:
  - (i) Permit an invitee to park a Motor Vehicle, or allow a Motor Vehicle to stand, on the Common Property; or
  - (ii) Permit an invitee to park a Motor Vehicle, or allow a Motor Vehicle to stand, on the Common Property, except for the Visitor Spaces which must remain available at all times for the sole use of visitors' Motor Vehicles.
- (d) An approval under paragraph (c) must state the period for which it is given, with the exception of Visitor Spaces.
- (e) However, the Committee may cancel the approval by giving 7 days' written notice to the Occupier, with the exception of Visitor Spaces.

**23 USE OF CARAVANS ETC**

An Owner or Occupier of a Lot must not permit any caravan, campervan, mobile home, boat or trailer upon the Common Property.

**24 INSPECTION OF LOTS**

- (a) Upon one (1) day's notice in writing the Committee and its servants, agents and contractors will be permitted to inspect any Lot and to test any electrical, gas or water installation or equipment thereon and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Owner or Occupier of the Lot concerned).
- (b) If not so permitted they may effect an entry without liability for any damage occasioned to the Lot or any structure thereon in effecting the entry.

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- (c) The Committee, in exercising this power, will ensure that its servants, agents and employees cause as little inconvenience to such Owner or Occupier as is reasonable in the circumstances.

**25 OBSERVANCE OF THESE BY-LAWS**

The duties and obligations imposed by these By-Laws on an Owner or Occupier of a Lot must be observed not only by such Owner or Occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier. An Owner or Occupier of a Lot must take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

**26 REPAIRS BY THE BODY CORPORATE**

Where the Body Corporate expends money to make good the damage caused by a breach of the Act or of these By-Laws by an Owner or Occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Owner or Occupier or of any of them, the Committee will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

**27 CONTRACTORS / TRADES**

An Owner or Occupier of a Lot must not directly instruct any contractors or workmen employed by the Committee unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Committee's Representative, who shall in turn refer the same to the Committee for determination.

**28 NOTIFICATION OF INFECTIOUS DISEASES**

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the Owner or Occupier of such Lot must give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

**29 NOTICES TO BE OBSERVED**

An Owner or Occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Committee or of any statutory authority.

**30 RULES RELATING TO COMMON PROPERTY**

The Committee may make rules relating to the Common Property and in particular in relation to the use of any improvements on the Common Property and other facilities, not inconsistent with these By-Laws and the same must be observed by the Owners or Occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

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**31 CONSTRUCTION/SALE OF LOTS**

- (a) Whilst the Original Owner (and any person to whom the Original Owner assigns its rights under this By-Law) remains an Owner of any Lot in the Scheme Land it and its contractors, agents and those authorised by it, will be entitled:
- (i) to place such signs and other advertising and display material in and about the Lot, and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme Land, and will not at any time, and from time to time be more, in terms of number and size, than is reasonably necessary;
  - (ii) together with persons authorised by it, to pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land;
  - (iii) to carry out any building (including construction) of any improvements, or any other things done, on the Scheme Land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that; and
  - (iv) to use the Common Property or other lots in the Scheme to:
    - (A) give access to and egress from any part of the Scheme Land with or without vehicles and equipment (or either of them); and
    - (B) store building materials, vehicles, equipment or fill on the Scheme Land.
- (b) In exercising its rights under this By-Law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment, by Lot Owners, of their lots and the Common Property.
- (c) While any construction or building operations are occurring on the Scheme Land, Lot Owners, Occupiers and invitees to the Scheme Land must comply with the reasonable direction of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

**32 EASEMENTS**

The Body Corporate shall be empowered to grant any easement, licence, right of way or any other concession to enable services (i.e. electricity, telecommunications, communications, gas, drainage, water or sewerage) from any authority or instrumentality, any Federal or State Government department or any private person or corporation to pass through under or over Common Property for the benefit of any other person or corporation.

**33 BY-LAWS TO BE EXHIBITED**

A copy of these By-Laws (or a précis thereof approved by the Committee) must be exhibited in a prominent place in any Lot made available for letting.

**34 ROAD SAFETY**

- (a) An Owner, mortgagee or Occupier of a Lot must not exceed the speed limit of 5kms per hour (the Speed Limit) while driving any Motor Vehicle on the Common Property and must use their best endeavours to ensure that their invitees do not exceed the Speed Limit in such circumstances.

**Title Reference**

- (b) Vehicles are to travel in the direction as per signage.
- (c) Children must not play on the driveway or ramp.
- (d) Skateboards are not permitted to be used on Common Property.

**35 RECOVERY OF COSTS AND INTEREST**

- (a) An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs plus any GST properly chargeable in respect of those costs and expenses) in connection with:
  - (i) recovering levies or monies payable to the Body Corporate pursuant to the Act or these By-Laws duly levied upon the Owner by the Body Corporate, or otherwise pursuant to these By-Laws;
  - (ii) all legal or other proceedings concluded by way of settlement or Court determination in favour of the Body Corporate taken by or against the Owner or Occupier of a lot.
- (b) The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.
- (c) If the Owner fails to pay any such costs upon demand, the Body Corporate:
  - (i) may take action for the recovery of those costs in a Court of competent jurisdiction, and/or
  - (ii) enter such costs and expenses against the levy account of the Owner.
- (d) In this By-Law, references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's Lot.
- (e) The Body Corporate may include any costs payable to it under this By-Law on any certificate issued in respect of the Lot under the Act, including but not limited to a notation of unpaid insurance premiums, telephone charges and excess water charges.
- (f) If a contribution levied under the Act is not paid by the due date advised in the notice of contribution provided to the Owner the amount of unpaid contribution will bear interest at a rate of 30% per annum or such rate as determined by the Act from the day on which payment was due until payment is made.

**36 STRUCTURAL ALTERATIONS TO THE INTERIOR OF LOTS**

- (a) The manner and style of any structural fit out or structural alteration to the interior of any Lot must have the prior written approval of the Committee. The Committee will be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the Owner of a Lot shall comply with all such requests. Where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed. All reasonable costs of the Body Corporate in considering any fit outs or alterations under this By-Law will be payable on demand by the relevant Owner.
- (b) The Owner of a Lot must provide a dilapidation report to the Body Corporate showing the state and condition of the common property (including, if necessary, provide photographs) so that the Body Corporate may properly assess whether the Owner of the Lot or any of its contractors or agents or

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other persons carrying out work have damaged common property. The Owner of the Lot must pay for any such damage.

**37 ALTERATIONS TO THE EXTERIOR OF LOTS**

Where an Owner proposes to carry out work which will alter the exterior of any Lot, the Owner must follow the procedure set out below:

- (a) apply in writing to the Committee, outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same architectural standard as the development.
- (b) the Committee, on behalf of the Owner, shall submit to the architect nominated by the Committee from time to time the plans and specifications for the architect's consent in writing. The Committee will use its best endeavours to ensure that the architect gives a decision with reasonable expedition.
- (c) the decision of the architect to consent or not to any plans and specifications will be final, provided that the architect will be entitled to consent to such plans with appropriate variations and/or conditions. If the architect refuses to give such consent or consents subject to variations to the plans and/or conditions, the Owner will not be entitled to make the alterations proposed or shall only be able to make them if the variations are incorporated or the conditions complied with (as the case may be).
- (d) if the architect consents to such plans with or without variations or conditions then, at the request of the relevant Owner, the proposal will be submitted to a general meeting of the Committee for permission to proceed with the works as approved by the architect.
- (e) any reasonable costs associated with the procedure outlined above, including any fee from the architect must be paid by the Owner seeking to make the alterations. If requested by the Committee, an estimate of the fee must be paid in advance by the Owner to the Committee before it submits the plans and specifications to the architect for approval.

**38 AUCTION OR GARAGE SALES**

An Owner of a Lot must not permit any auction or garage sale to be conducted or to take place in the Owner's Lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee. This By-Law does not apply to the Original Owner.

**39 ACCESS BY AUTHORITIES**

If a Lot contains a meter and/or switchboard for the provision of services to the Lot, an Owner or Occupier of that Lot must make such meter and/or switchboard available for access at all times by all other Owners and Occupiers of Lots in the Scheme Land and by the relevant body administering the service to Lots in the Scheme.

**40 EXCLUSIVE USE AREAS****40.1 Specific Identification in By-Law**

- (a) The Occupiers for the time being of Lots identified in Schedule E are entitled to the exclusive use and to the rights and enjoyment of and other special rights about that part of the common property (**EU Areas**) as specifically identified in Schedule E and for the purposes set out in Schedule E.

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- (b) For the purposes of section 171(3)(b)(i) of the BCCM Act, an allocation under this By-Law may stop applying to a Lot only if the Owner of a Lot agrees in writing to the revocation before the allocation is revoked under this By-Law. For avoidance of doubt, this By-Law provides for the revocation of an allocation.
- (c) Owners of Lots to which this exclusive use By-Law attaches must:
  - (i) at their own expense, keep the EU Areas neat and tidy; and
  - (ii) EU Areas which are not kept neat and tidy or clean may be tidied and cleaned by the body corporate at the expense of the Owner of the Lot to which the exclusive use By-Law attaches.
- (d) EU Areas to be used for purposes of parking and storage must:
  - (i) only be used for the purposes of parking and storage as noted; and
  - (ii) not be enclosed, unless enclosed by the Original Owner without written approval of the committee. If approval is given, only methods of enclosure and storage systems approved in writing by the committee may be used.
- (e) EU Areas which are parking spaces which have EU Areas that have storage areas adjacent to them to which there is no means of access other than through the parking space must not be surrendered and/or re-allocated under either an authorised allocation or an agreed allocation under section 171(1)(b) of the BCCM Act unless the adjacent storage area is also surrendered and/or reallocated so that, at all times, there is a lawful means of access to the storage area.

**40.2 Authorised Allocations**

- (a) The Original Owner is authorised to allocate for the exclusive use for the rights and enjoyment of or other special rights of that common property and body corporate assets for the purposes of this By-Law and under section 171(1)(b)(i) of the BCCM Act (**Authorised Allocations**).
- (b) The Authorised Allocations may be made at any time during the "base allocation period" as that term is defined in section 174(2)(a) of the BCCM Act.
- (c) The Authorised Allocations are effected by the Original Owner giving details of the allocations to the body corporate, including:
  - (i) the lot to which the allocation will attach;
  - (ii) the area of common property or body corporate asset allocated; and
  - (iii) the purpose of the allocation.
- (d) If a notification of an Authorised Allocation is made, the body corporate must comply with the provisions of section 175 of the BCCM Act in relation to lodging a request to record a new community management statement.
- (e) In this By-Law **Purposes** means:
  - (i) parking purposes;
  - (ii) bicycle parking purposes;
  - (iii) storage area purposes;

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- (iv) air-conditioning unit keeping purposes;
  - (v) antenna and other communication device keeping purposes;
  - (vi) toilet and/or washroom use purposes;
  - (vii) signage area purposes;
  - (viii) access purposes; and
  - (ix) to the extent lawful, any other lawful purpose determined by the Original Owner.
- (f) In accordance with section 171(1)(b)(i) of the BCCM Act the Original Owner is authorised under this By-Law to make Authorised Allocations and the Authorised Allocations may be carried out or effected by the Original Owner or any Original Owner's agent .

**41 COMMITTEE CONSENT**

Subject to any provision of these By-Laws to the contrary, where any thing requires the consent of the Committee, the Committee may, acting reasonably, give its consent to that thing with or without conditions or refuse to give its consent.

**42 BULK SUPPLY OF UTILITY SERVICES**

The Body Corporate may supply or engage another person to supply a Utility Service to the Scheme Land and in such case, the following will apply:

- (a) the Body Corporate has the power to enter into a contract or agreement for the purchase of a Utility Service on the most economical basis for the Scheme Land from the relevant authority or service provider;
- (b) the Body Corporate has the power to sell a Utility Service to any Occupier in the Scheme Land provided however that in respect of an electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the relevant Occupier for the supply of the electricity direct from the relevant electricity authority;
- (c) the Body Corporate is not required to supply to any Occupier a Utility Service beyond the requirements which the relevant authority or service provider could supply at any particular time;
- (d) the Body Corporate may charge for the Utility Service (including for the installation of the Utility Infrastructure and the costs associated with the purchase, operation, maintenance and replacement of Utility Infrastructure for the Utility Service) but only to the extent permitted under the Act;
- (e) the Body Corporate may render accounts to any Owner or Occupier and such accounts are payable to the Body Corporate within 14 days of the delivery of such an account;
- (f) in respect on an account which has been rendered pursuant to this By-Law, an Owner or Occupier is liable, jointly and severally with any person who is liable to pay that account when that Owner or Occupier became the Owner or Occupier of the Lot;
- (g) in the event that n account for the supply of a Utility Service is not paid by its due date for payment, then the Body Corporate is entitled to disconnect the supply of the Utility Service to the Lot or to recover the amount of the unpaid account (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction;

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- (h) the Body Corporate is not responsible or liable for any failure of the supply of a Utility Service due to breakdowns, repairs maintenance, strikes, accidents or causes of any class or description; and
- (i) the Body Corporate may, from time to time, determine a security deposit to be paid by an Owner or Occupier who is connected to the supply of a Utility Service as a guarantee against non-payment of accounts for the supply of the Utility Service.

**43 SPECIAL PRIVILEGES**

- (a) For as long as there is in existence an agreement with a caretaker and/or letting agent to provide services for the control, management and administration of the Common Property and/or an agreement for such proprietor or Occupier to provide letting and ancillary services to such of the proprietors or Occupiers of lots who wish to avail themselves of such services then:
  - (i) the Body Corporate will not itself, directly or indirectly, provide any of the services set out in the agreements;
  - (ii) the Body Corporate will not allow any person or company other than the party to such agreements to provide, from the Scheme Land, any of the services set out in the agreements;
  - (iii) the Body Corporate will not enter into with any other person or entity an agreement similar to the agreements;
  - (iv) the Caretaker and/or Letting Agent will be entitled to erect or display signs or notices in or on the Common Property advertising any of the services it provides pursuant to the agreements provided the Caretaker and/or Letting Agent obtains the consent of the Body Corporate whose consent shall not be unreasonably withheld;
  - (v) the Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business from within the Scheme Land nor must the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the Scheme Land;
  - (vi) the Body Corporate must not make any part of the Common Property available to any person or corporation for the purpose of conducting a letting business; and
  - (vii) the Body Corporate confers on the Caretaker special privileges in respect of the whole of the Common Property to use same in connection with the business carried out pursuant to the agreements.
- (b) The Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any Common Property for which special privileges have been granted pursuant to this By-Law.

**44 CAR WASH BAY**

- (a) This By-Law applies if the Body Corporate decides to provide a Car Wash Bay on common property.
- (b) An Owner may use the Car Wash Bay on the terms set out in this By-Law.
- (c) When using the Car Wash Bay, the Owner must:

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- (i) ensure that their invitees and guests do not use the Car Wash Bay unless accompanied by them;
  - (ii) not take alcohol on to the Car Wash Bay;
  - (iii) not use the Car Wash Bay between the hours of 7 pm and 7 am;
  - (iv) not use any equipment in the Car Wash Bay for any purpose for which they were not designed; and
  - (v) otherwise obey the directions of the Caretaker.
- (d) The Body Corporate shall be responsible for the maintenance and repair of the Car Wash Bay.

**45 LANDSCAPING**

- (a) The Body Corporate will:
- (i) endeavour to ensure that any landscaping on Common Property is maintained in good order to ensure healthy and vigorous plant growth;
  - (ii) if applicable, maintain the water efficient irrigation system and landscaping on Common Property.
- (b) Without limiting the other obligations of an Owner or Occupier under these By-Laws, an Owner or Occupier of a Lot must comply with the Committee's directions in relation to landscaping.
- (c) The Body Corporate may engage others (such as the Caretaker) to comply with the obligations of the Body Corporate under this By-Law 45.

**46 STORMWATER MANAGEMENT**

- (a) The Body Corporate will:
- (i) maintain and repair in good working condition the on-site stormwater management device (**Device**);
  - (ii) comply with any requirement to report to the local Council or other authority regarding the Device.
- (b) The Body Corporate may engage others (such as the Caretaker) to comply with the obligations of the Body Corporate under this By-Law 46.

**47 NO SMOKING**

Smoking is not permitted on common property.

**48 COMPLIANCE WITH DEVELOPMENT APPROVAL CONDITIONS AND OTHER APPROVALS**

The Owners/Occupiers and Body Corporate must comply with any conditions of Development Approval affecting the Scheme in so far as same apply to them and, in particular, shall ensure that the landscaping and features of the Scheme Land are maintained in accordance with any relevant Council Development Approval conditions applying to the Scheme Land, including external fencing and screen planting along the perimeter of

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the Scheme Land and general landscaping (including cultivating growth). The Owners and Occupiers and Body Corporate must also comply, at all times, with:

- (a) Any applicable council Building Approval conditions (including, for example, fire separation requirements, energy efficiency designs and the like); and
- (b) Any applicable Council Operational Works Approval Conditions (including, for example, stormwater strategy arrangements such as bio retention basins and the like).

In particular the following apply, in addition to and despite any other by-law:

- (i) All balconies and terraces shown on Council approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures, other than where other conditions of approval require privacy screens, sun-shading devices or similar and those consistent with the relevant Residential Design Code/s in the *Brisbane City Plan* and or clearly depicted on the approved drawings.
- (ii) The internal footpaths/pedestrian circulation routes, landscaping, driveway, and car/vehicle turning area as shown on the approved plans of layout must not be included in any private lot entitlement and/or designated for the exclusive use of any Lot;
- (iii) All privacy screening devices are to remain fitted at all times.
- (iv) Vehicular access from the entrance to the allocated visitor spaces (including manoeuvring area) shall not be obstructed by a gate or similar device between the hours of 7.00am to 10.00pm. Ongoing access is to be provided for bona fide visitors to all visitor parking spaces through the use of managed intercom system at security gates between the hours of 10.00pm to 7.00am.
- (v) Parking spaces are not to be made available to the general public and there is to be no advertising signage erected on or in the vicinity of the site advertising the availability of car parking to the general public; and
- (vi) Security gates and fencing must be maintained to restrict vehicle and pedestrian access between the hours of 10.00pm and 7.00am from Cambridge and Exeter Street to the rear of the site (service lane area);
- (vii) Parking within the Scheme must be maintained for a minimum of 47 car parking spaces and 11 visitor car parking spaces;
- (viii) Car parking spaces shall be allocated at a minimum of one (1) space per unit with the tandem spaces allocated to three (3) bedroom units;
- (ix) A suitable system of lighting, to operate from dusk to dawn, must be maintained within all areas where the public will be given access including between vehicle entrances to the Scheme and visitors car parking spaces; and
- (x) Acoustic fencing and barriers must be maintained for the Scheme.

## Title Reference

**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED****Lots affected by statutory easements**

<b>Lots affected</b>	<b>Type of easement</b>	<b>Services Location Diagram</b>
<del>Lot 1 - 3 on SP 263076</del>	<del>Statutory easement</del>	<del>Not Applicable</del>
Common Property	Support, services and shelter	The plan attached and marked 12140 A3/4

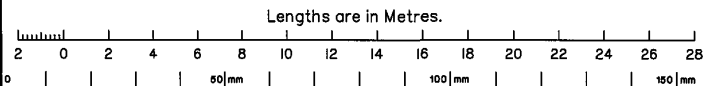
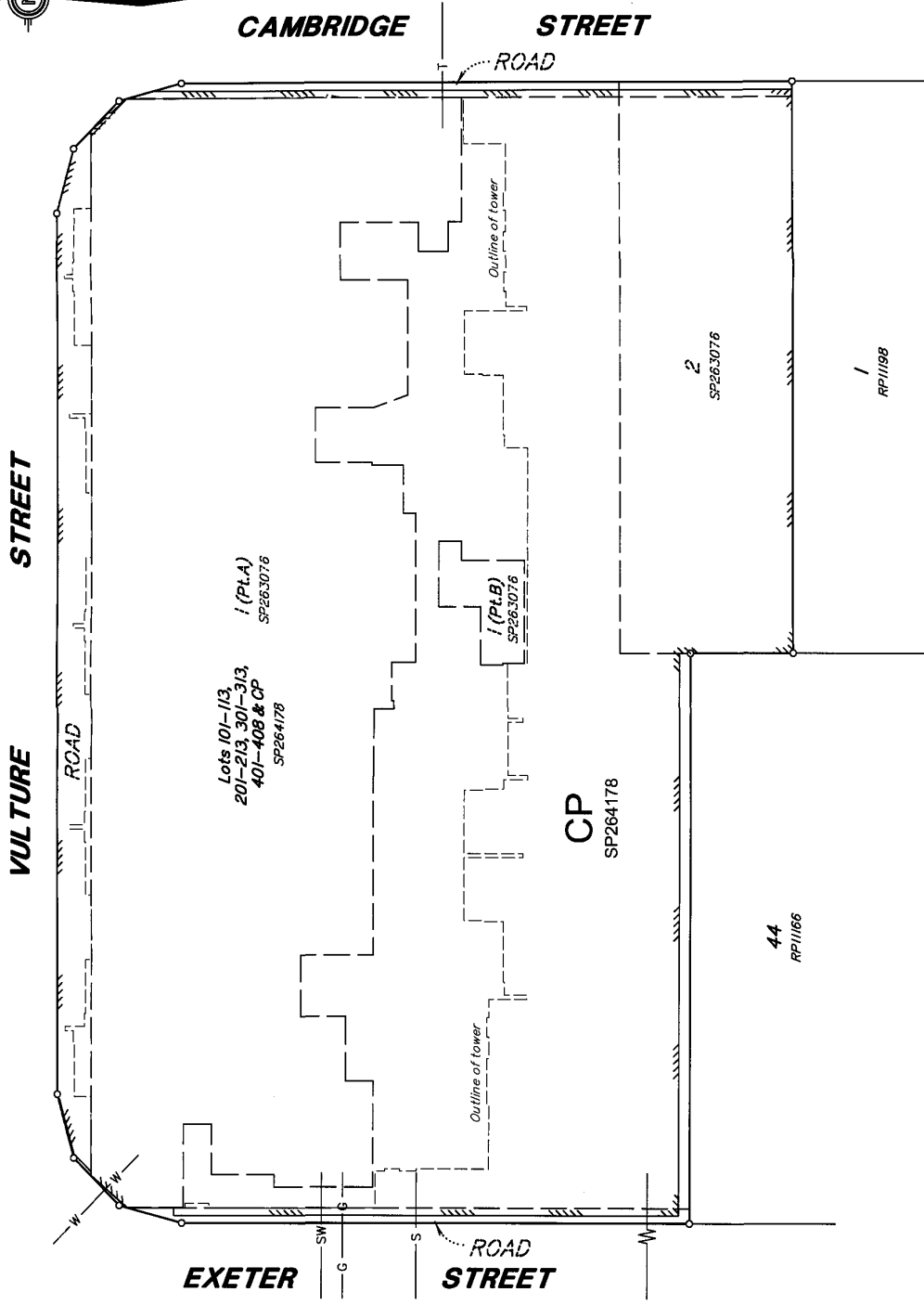
**SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY**

<b>Lot on Plan</b>	<b>Exclusive Use Area(s)</b>	<b>Use of Exclusive Use Area</b>
Lot 101 on SP 264178	Area <b>T</b> and identified on plan ref 12140 A3/3	Car parking
Lot 102 on SP 264178	Area <b>S</b> and identified on plan ref 12140 A3/3	Car parking
Lot 103 on SP 264178	Area <b>R</b> and identified on plan ref 12140 A3/3	Car parking
Lot 104 on SP 264178	Area <b>Q</b> and identified on plan ref 12140 A3/3	Car parking
Lot 105 on SP 264178	Area <b>G</b> and identified on plan ref 12140 A3/3	Car parking
Lot 106 on SP 264178	Area <b>P</b> and identified on plan ref 12140 A3/3	Car parking
Lot 107 on SP 264178	Area <b>F</b> and identified on plan ref 12140 A3/3	Car parking
Lot 108 on SP 264178	Area <b>E</b> and identified on plan ref 12140 A3/3	Car parking
Lot 109 on SP 264178	Area <b>D</b> and identified on plan ref 12140 A3/3	Car parking
Lot 110 on SP 264178	Area <b>C</b> and identified on plan ref 12140 A3/3	Car parking
Lot 111 on SP 264178	Area <b>B</b> and identified on plan ref 12140 A3/3	Car parking
Lot 112 on SP264178	Area <b>A</b> and identified on plan ref 12140 A3/3	Car parking
Lot 113 on SP 264178	Area <b>AS</b> and identified on plan ref 12140 A3/3	Car parking
Lot 201 on SP 264178	Area <b>Z</b> and identified on plan ref 12140 A3/3	Car parking
Lot 202 on SP 264178	Area <b>AA</b> and identified on plan ref 12140 A3/3	Car parking
Lot 203 on SP 264178	Area <b>AB</b> and identified on plan ref 12140 A3/3	Car parking
Lot 204 on SP 264178	Area <b>AC</b> and identified on plan ref 12140 A3/3	Car parking
Lot 205 on SP 264178	Area <b>O</b> and identified on plan ref 12140 A3/3	Car parking
Lot 206 on SP 264178	Area <b>AD</b> and identified on plan ref 12140 A3/3	Car parking
Lot 207 on SP 264178	Area <b>N</b> and identified on plan ref 12140 A3/3	Car parking
Lot 208 on SP 264178	Area <b>M</b> and identified on plan ref 12140 A3/3	Car parking
Lot 209 on SP 264178	Area <b>L</b> and identified on plan ref 12140 A3/3	Car parking
Lot 210 on SP 264178	Area <b>K</b> and identified on plan ref 12140 A3/3	Car parking
Lot 211 on SP 264178	Area <b>J</b> and identified on plan ref 12140 A3/3	Car parking
Lot 212 on SP264178	Area <b>I</b> and identified on plan ref 12140 A3/3	Car parking

## Title Reference

Lot on Plan	Exclusive Use Area(s)	Use of Exclusive Use Area
Lot 213 on SP 264178	Area <b>H</b> and identified on plan ref 12140 A3/3	Car parking
Lot 301 on SP 264178	Area <b>AO</b> and identified on plan ref 12140 A3/3	Car parking
	Area <b>S3</b> and identified on plan ref 12140 A3/3	Storage
Lot 302 on SP 264178	Area <b>W</b> and identified on plan ref 12140 A3/3	Car parking
Lot 303 on SP 264178	Area <b>AR</b> and identified on plan ref 12140 A3/3	Car parking
	Area <b>S2</b> and identified on plan ref 12140 A3/3	Storage
Lot 304 on SP 264178	Area <b>Y</b> and identified on plan ref 12140 A3/3	Car parking
	Area <b>S1</b> and identified on plan ref 12140 A3/3	Storage
Lot 305 on SP 264178	Area <b>AL</b> and identified on plan ref 12140 A3/3	Car parking
Lot 306 on SP 264178	Area <b>AM</b> and identified on plan ref 12140 A3/3	Car parking
Lot 307 on SP 264178	Area <b>AK</b> and identified on plan ref 12140 A3/3	Car parking
Lot 308 on SP 264178	Area <b>AJ</b> and identified on plan ref 12140 A3/3	Car parking
Lot 309 on SP 264178	Area <b>AI</b> and identified on plan ref 12140 A3/3	Car parking
Lot 310 on SP 264178	Area <b>AP</b> and identified on plan ref 12140 A3/3	Car parking
Lot 311 on SP 264178	Area <b>AQ</b> and identified on plan ref 12140 A3/3	Car parking
Lot 312 on SP264178	Area <b>AU</b> and identified on plan ref 12140 A3/3	Car parking
Lot 313 on SP 264178	Area <b>AT</b> and identified on plan ref 12140 A3/3	Car parking
Lot 401 on SP 264178	Area <b>AF</b> and identified on plan ref 12140 A3/3	Car parking
	Area <b>S8</b> and identified on plan ref 12140 A3/3	Storage
Lot 402 on SP 264178	Area <b>U</b> and identified on plan ref 12140 A3/3	Car parking
	Area <b>S5</b> and identified on plan ref 12140 A3/3	Storage
Lot 403 on SP 264178	Area <b>V</b> and identified on plan ref 12140 A3/3	Car parking
	Area <b>S6</b> and identified on plan ref 12140 A3/3	Storage
Lot 404 on SP 264178	Area <b>AE</b> and identified on plan ref 12140 A3/3	Car parking
	Area <b>S7</b> and identified on plan ref 12140 A3/3	Storage
Lot 405 on SP 264178	Area <b>AH</b> and identified on plan ref 12140 A3/3	Car parking
	Area <b>S4</b> and identified on plan ref 12140 A3/3	Storage
Lot 406 on SP 264178	Area <b>AG</b> and identified on plan ref 12140 A3/3	Car parking
	Area <b>S9</b> and identified on plan ref 12140 A3/3	Storage
Lot 407 on SP 264178	Area <b>AN</b> and identified on plan ref 12140 A3/3	Car parking
Lot 408 on SP 264178	Area <b>X</b> and identified on plan ref 12140 A3/3	Car parking

**"THE GLASS FACTORY WEST END" CTS**



**LEGEND**

—T—	Telecommunications
—W—	Water
—S—	Sewerage
—G—	Gas
—E—	Electricity
—SW—	Stormwater

**SERVICE LOCATION DIAGRAM OVER  
COMMON PROPERTY ON SP264178**

**"THE GLASS FACTORY WEST END"  
COMMUNITY TITLES SCHEME NO.**

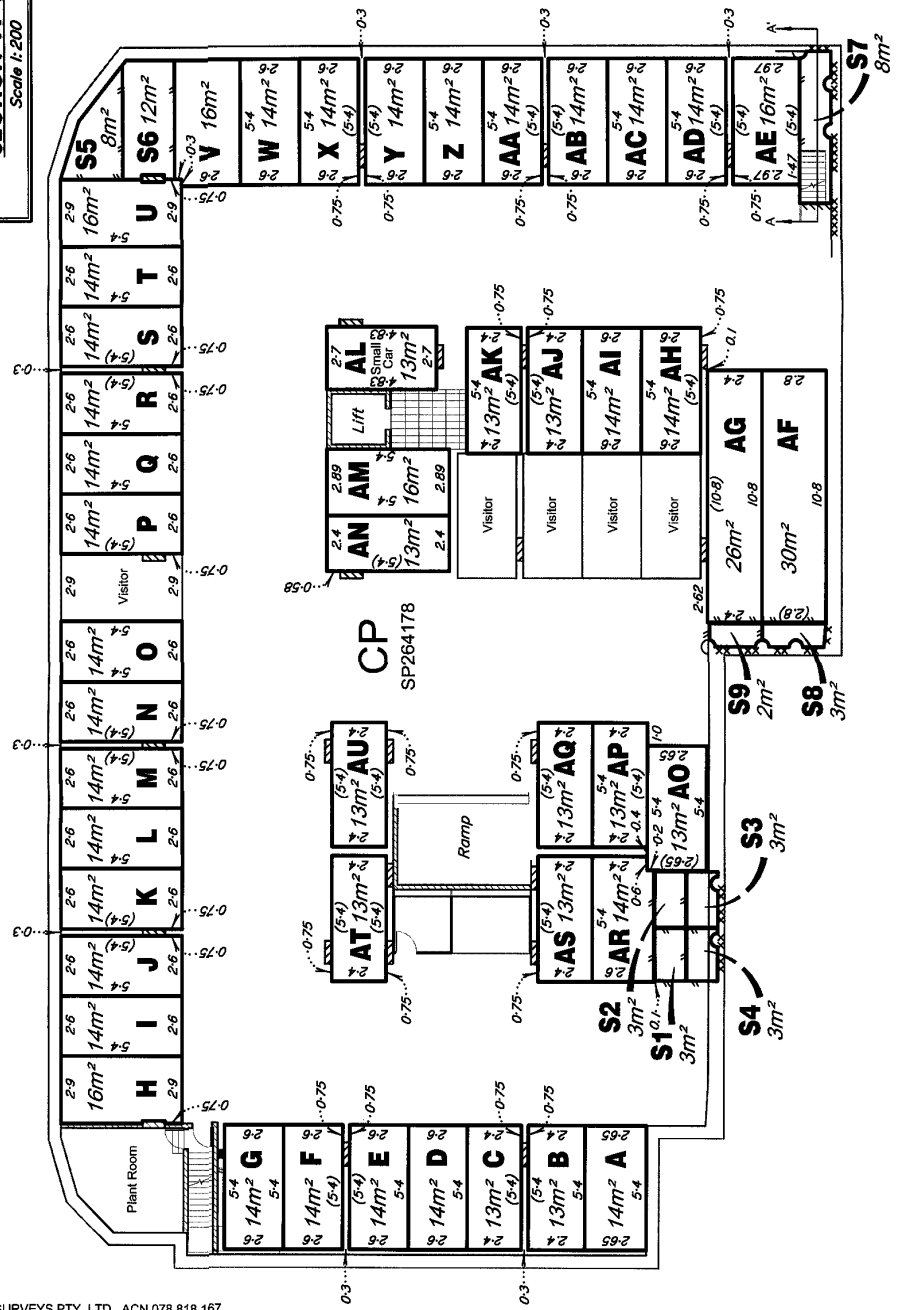
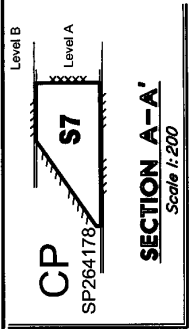
PARISH SOUTH BRISBANE COUNTY STANLEY

LOCAL AUTHORITY BRISBANE CITY COUNCIL	
JOB NO. 12140	DWG FILE SR130273 DATE 5/12/2014
HORIZONTAL DATUM SP264178	VERTICAL DATUM
SCALE @ A3 1:200	PLAN REF. <b>12140 A3/4</b>

DRAWN - Stanfields  
SR130273  
12140

CMS	Sheet	of
Plan	26	27
	Sheet	of
	1	1

# "THE GLASS FACTORY WEST END" CTS



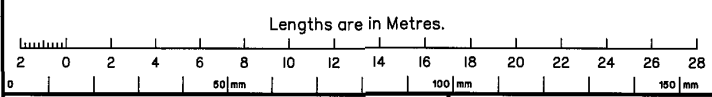
**LEGEND**

- Denotes face of concrete wall, pillar or pier cap
- Denotes mesh wall
- Denotes face of spraycrete wall and piers

Note: All Exclusive Use Areas are referenced and measured from structural columns or walls.

SIMPSON RAYNER SURVEYS PTY. LTD., ACN 078 818 167  
 certify that the details shown on this sketch plan are correct.

*[Signature]*  
 Cadastral Surveyor Date 19.01.2015.



EXAMINED	SIMPSON RAYNER SURVEYS PTY LTD. A.C.N. 078 818 167
PASSED	<i>[Signature]</i>
DESIGNATION	CADASTRAL SURVEYOR
ENDORSED	ACCREDITED

**SIMPSON RAYNER SURVEYS**  
 SIMPSON RAYNER SURVEYS PTY LTD A.C.N. 078 818 167  
 CADASTRAL LAND SURVEYORS, PLANNERS  
 AND LAND DEVELOPMENT CONSULTANTS  
 5/M53 Metroplex Avenue, MURARRIE Q 4172  
 Telephone (07) 3899 8105 Fax. (07) 3899 8107  
 Email: info@srsurveys.com.au

PLAN OF EXCLUSIVE USE  
 AREAS ON LEVEL A IN  
 COMMON PROPERTY ON SP264178  
 "THE GLASS FACTORY WEST END"  
 COMMUNITY TITLES SCHEME NO.  
 LOCALITY WEST END  
 PARISH SOUTH BRISBANE COUNTY STANLEY

LOCAL AUTHORITY BRISBANE CITY COUNCIL		SURV. A.W.
JOB NO. 12140	DWG FILE SR130273	DRAWN
DATE 19/01/2015		S.R.P.D.
HORIZONTAL DATUM SP264178	VERTICAL DATUM	CHECK
SCALE @ A3 1:200	PLAN REF. 12140 A3/3	A.W.

DRAWN - Stanfields SR130273 12/140

Managed by Ernst Body Corporate Management ABN 87 010 209 784 on Behalf of the Body Corporate.

e. ernstlevies@ebcm.com.au  
t. +61 07 5519 2900  
w. ebcm.com.au  
a. PO BOX 10374 Southport QLD 4215

27 May 2026

THE GLASS FACTORY WEST END CTS 46949  
Registered for GST

ABN 35 201 552 773

## Tax Invoice

SURCH IT PTY LTD  
6/400 Queen Street  
Brisbane QLD 4000

Ref KL\_153518

Re Lot 105

THE GLASS FACTORY WEST END CTS 46949

Fee 84.10

Paid

Above Fee includes GST

**BCCM****Form 33**

Department of Justice

**Body corporate certificate***Body Corporate and Community Management Act 1997, section 205(4)**This form is effective from 1 August 2025*

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

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

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

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

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

This certificate does not include information about:

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

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

**The community management statement**

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

## The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit [www.qld.gov.au/bodycorporate](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 27/05/2026

#### Becoming an owner

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

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

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

#### How to get more information

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

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

## Contacting the body corporate

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

#### Name and number of the community titles scheme

The Glass Factory West End

CTS No. 46949

#### 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: **Stephanie Smith**

Company: **Ernst Body Corporate Mgt BNE**

Phone: **(07) 3620 0600**

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

#### Accessing records

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

The body corporate manager named above.

## Property and community titles scheme details

### Lot and plan details

Lot number: **105**

Plan type and number: **SP264178**

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:**

**given with this certificate and listed below**

Date of Resolution	Lot Description	Conditions
11/02/15	ALL EXCLUSIVE USE CAR PARKING	BY LAW 40 SCHEDULE E
11/02/15	ALL EXCLUSIVE USE STORAGE	BY LAW 40 SCHEDULE 40

## 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: **951**

Total contribution schedule lot entitlements for all lots: **47,026**

### Interest schedule

Interest schedule lot entitlement for the lot: **429**

Total interest schedule lot entitlements for all lots: **24,793**

### 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 **105** for the current financial year: \$ **4,076.08**

Number of instalments: **3** (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
01/02/26 to 31/05/26	01/02/26	1,282.33	1,282.33	02/02/26
01/06/26 to 30/09/26	01/06/26	1,396.83	1,396.83	
01/10/26 to 31/01/27	01/10/26	1,396.92	1,396.92	
01/02/27****31/05/27	01/02/27	1,358.69	1,358.69	
			Amount overdue	<b>Nil</b>
		Amount Unpaid including amounts billed not yet due		<b>\$1,396.83</b>

### Sinking fund contributions

Total amount of contributions (before any discount) for lot **105** for the current financial year: \$ **979.53**

Number of instalments: **3** (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
01/02/26 to 31/05/26	01/02/26	246.59	246.59	02/02/26
01/06/26 to 30/09/26	01/06/26	366.42	366.42	
01/10/26 to 31/01/27	01/10/26	366.52	366.52	
01/02/27****31/05/27	01/02/27	326.48	326.48	
			Amount overdue	<b>Nil</b>
		Amount Unpaid including amounts billed not yet due		<b>\$366.42</b>

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

Date determined: **01/05/26** (Access the body corporate records for more information).

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

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
--------	----------	------------	--------------------------------	------

Amount overdue **Nil**

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

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

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

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

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
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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
Building Insurance	01/02/26 to 31/05/26	01/02/26	144.96	144.96	02/02/26
Building Insurance	01/06/26 to 30/09/26	01/06/26	264.31	264.31	
Building Insurance	01/10/26 to 31/01/27	01/10/26	264.31	264.31	
Building Insurance	01/02/27 to 31/05/27	01/02/27	224.50	224.50	

**Other amounts payable by the lot owner**

Purpose	Fund	Amount	Due date	Amount
---------	------	--------	----------	--------

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>
Total amount overdue	(Total Amount Unpaid including not yet due \$2,027.56)	<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?**

**No**

**Current sinking fund balance (as at date of certificate): \$ 154,964.96**

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

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

Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate below

Date	Description	Conditions
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**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
RplBsmntGateMotor	Furniture & Fittings	30/05/23	BEST DOORS (08202451)	\$0.00	\$0.00	\$4,730.00
ProFormalnv 400100290424						
50% Dep					\$2365.00	

**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 CHUBB (RIVERS)	93213578	35,389,699.00	79,700.00	31/01/27	\$5,000 See policy wording
COMMON CONTENTS CHUBB (RIVERS)	93213578	353,897.00	Included	31/01/27	\$5,000 See policy wording
LOSS OF RENT CHUBB (RIVERS)	93213578	5,308,455.00	Included	31/01/27	\$5,000 See policy wording
PUBLIC LIABILITY CHUBB (RIVERS)	93213578	20,000,000.00	Included	31/01/27	\$5,000 See policy wording
OFFICE BEARER LIAB CHUBB (RIVERS)	93213578	5,000,000.00	Included	31/01/27	\$5,000 See policy wording
FIDELITY GUARANTEE CHUBB (RIVERS)	93213578	100,000.00	Included	31/01/27	\$5,000 See policy wording
VOLUNTARY WORKERS CHUBB (RIVERS)	93213578	250,000.00	Included	31/01/27	\$5,000 See policy wording
MACHINERY BREAKDOWN CHUBB (RIVERS)	93213578	250,000.00	Included	31/01/27	\$5,000 See policy wording
AUDIT EXPENSES CHUBB (RIVERS)	93213578	30,000.00	Included	31/01/27	\$5,000 See policy wording
APPEAL EXPENSES CHUBB (RIVERS)	93213578	150,000.00	Included	31/01/27	\$5,000 See policy wording

## 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
ENVIRONML IMPAIRMT CHUBB (RIVERS)	93213578	250,000.00	Included	31/01/27	\$5,000 See policy wording

## 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:** GJI Investments Pty Ltd

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

**Yes - Name of authorised letting agent:** GJI Investments Pty Ltd

### Embedded network electricity supply

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

**No**

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

### Body corporate authority

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

**Name/s** Ernst Body Corporate Mgt BNE

**Positions/s held** Body Corporate Manager

**Date** 27/05/2026

**Signature/s** *Jayleen Tuhivai*

### 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

# The Glass Factory West End CTS 46949

57 Vulture Street West End, Brisbane Qld 4101

## BALANCE SHEET

AS AT 27 MAY 2026

	ACTUAL 27/05/2026	ACTUAL 31/01/2026
<b><u>OWNERS FUND</u></b>		
Administrative Fund	(38,772.47)	(17,445.42)
Sinking Fund	154,964.96	174,893.22
<b><u>TOTAL</u></b>	<b><u>\$ 116,192.49</u></b>	<b><u>\$ 157,447.80</u></b>
 <b><u>THESE FUNDS ARE REPRESENTED BY</u></b>		
 <b><u>CURRENT ASSETS</u></b>		
Cash At Bank	39,225.39	79,521.13
Term Deposit 1	50,000.00	0.00
Term Deposit 2	0.00	104,800.00
Interest Receivable	0.00	3,250.23
Prepaid Expenses	0.00	76,252.59
Sundry Debtors	0.00	8,621.19
Levies - Billed Not Due	102,465.85	83,981.30
Levies - Prepayments	3,275.27	5,550.89
Other Arrears	51,003.40	15,839.76
Secondary Debtors	1,028.60	0.00
<b><u>TOTAL ASSETS</u></b>	<b><u>246,998.51</u></b>	<b><u>377,817.09</u></b>
 <b><u>LIABILITIES</u></b>		
G S T Clearing Account	7,390.62	(8,875.57)
P A Y G Clearing Account	30.34	147.57
Creditors	(1,748.21)	77,640.51
Accrued Expenses	0.00	12,814.02
Levies - Billed Not Due	93,150.78	76,346.64
Levies - Prepayments	2,977.54	5,046.28
Levies - In Advance	25,031.74	52,075.90
Other Advance Payments	3,973.21	5,173.94
<b><u>TOTAL LIABILITIES</u></b>	<b><u>130,806.02</u></b>	<b><u>220,369.29</u></b>
 <b><u>NET ASSETS</u></b>	 <b><u>\$ 116,192.49</u></b>	 <b><u>\$ 157,447.80</u></b>

# The Glass Factory West End CTS 46949

57 Vulture Street West End, Brisbane Qld 4101

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2026 TO 27 MAY 2026

	ACTUAL 01/02/26-27/05/26	BUDGET 01/02/26-31/01/27	%	ACTUAL 01/02/25-31/01/26
<b><u>ADMINISTRATIVE FUND</u></b>				
<b><u>INCOME</u></b>				
Levies - Administrative Fund	57,645.35	183,236.02	31.46	172,931.71
Interest On Overdue Levies	42.88	0.00		115.67
<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>57,688.23</b>	<b>183,236.02</b>		<b>173,047.38</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>				
Audit Fees	0.00	0.00	0.00	1,695.00
Bank Charges	2.35	15.00	15.67	12.38
Bms Administration	1,160.00	0.00		0.00
Bms Expenses	(1,947.31)	30,000.00	(6.49)	28,030.39
Bms - Reimb. Retail Lots	341.93	(9,858.96)	(3.47)	(9,534.78)
Caretaking Agreement	19,443.86	70,128.56	27.73	67,822.59
Cleaning - Bins	1,184.41	5,000.00	23.69	4,805.33
Consultants Fees	1,200.91	2,000.00	60.05	3,576.37
Electricity - Community	2,450.56	16,102.16	15.22	15,572.69
Fees & Permits	553.00	550.00	100.55	0.00
Insur. - Premium	36,984.12	38,927.62	95.01	36,341.20
Insur.Premium Reimb.(Building)	(7,615.97)	(35,389.69)	21.52	(22,850.11)
Insur. - Stamp Duty - No Gst	3,853.83	3,853.83	100.00	3,533.35
Electronic Records	405.01	1,100.00	36.82	965.92
Legal Exp. - General	0.00	0.00	0.00	1,375.02
P P & O - General	0.00	50.00	0.00	0.00
P P & O - Fixed Contract	1,703.75	6,931.10	24.58	6,576.79
R & M - Building	1,917.82	6,500.00	29.50	4,493.54
R & M - Electrical	453.36	5,000.00	9.07	2,121.09
R & M - Fire Equipment	10,128.64	2,500.00	405.15	2,454.00
R & M - Gardens & Grounds	0.00	1,000.00	0.00	970.00
R & M - Keys & Locks	0.00	390.00	0.00	384.73
R & M - Lifts	4,071.23	6,000.00	67.85	5,790.39
R & M - Pest Cont/Carpet Clean	336.36	500.00	67.27	0.00
R & M - Plumbing	578.94	3,700.00	15.65	3,631.06
R & M - Security Equipment	0.00	1,000.00	0.00	0.00
Secretarial - Admin	1,809.50	7,507.40	24.10	7,122.76
Secretarial - Additional	1,825.99	10,000.00	18.26	9,924.89
Tax Fee - Income Tax	0.00	375.00	0.00	375.00
Tax Fee (Bas)	275.00	1,100.00	25.00	1,100.00
Telephone - Fire & Lifts	143.43	350.00	40.98	348.48
Water Rates	(2,506.04)	7,904.00	(31.71)	7,645.36
Workplace Legislat. Compliance	328.78	0.00		0.00
Prior Year Adjustment	(68.18)	0.00	0.00	(4,141.76)
<b><u>TOTAL ADMIN. EXPENDITURE</u></b>	<b>79,015.28</b>	<b>183,236.02</b>		<b>180,141.68</b>
<b><u>SURPLUS /(DEFICIT)</u></b>	<b>\$ (21,327.05)</b>	<b>\$ 0.00</b>		<b>\$ (7,094.30)</b>
Opening Admin. Balance	(17,445.42)	(17,445.42)	100.00	(10,351.12)

# The Glass Factory West End CTS 46949

57 Vulture Street West End, Brisbane Qld 4101

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2026 TO 27 MAY 2026

	ACTUAL	BUDGET	%	ACTUAL
	01/02/26-27/05/26	01/02/26-31/01/27		01/02/25-31/01/26
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ (38,772.47)</u>	<u>\$ (17,445.42)</u>		<u>\$ (17,445.42)</u>

# The Glass Factory West End CTS 46949

57 Vulture Street West End, Brisbane Qld 4101

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2026 TO 27 MAY 2026

	ACTUAL 01/02/26-27/05/26	BUDGET 01/02/26-31/01/27	%	ACTUAL 01/02/25-31/01/26
<b><u>SINKING FUND</u></b>				
<b><u>INCOME</u></b>				
Levies - Sinking Fund	11,085.32	44,035.00	25.17	33,256.01
Interest Received - Sink Fund	753.84	0.00		7,485.25
Interest Accrued Sf	(3,250.23)	0.00	0.00	3,250.23
Interest Received - Ato	0.00	0.00	0.00	14.54
<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>8,588.93</b>	<b>44,035.00</b>		<b>44,006.03</b>
<b><u>EXPENDITURE - SINKING FUND</u></b>				
Building	2,895.00	12,000.00	24.12	9,801.22
Building Washdown	0.00	0.00	0.00	131,697.50
Bms Expenses	0.00	0.00	0.00	3,952.14
Bms - Reimb. Commercial Lots	0.00	0.00	0.00	(395.21)
Bms - Reimb. Retail Lots	0.00	0.00	0.00	(988.03)
Carpets Replacement	16,948.92	28,683.00	59.09	0.00
Electrical Equipment	0.00	0.00	0.00	5,600.59
<b><u>INCOME TAX SF</u></b>				
Income Tax - Payg S.F	99.77	0.00		994.58
Income Tax - Payg Provision	0.00	0.00	0.00	2,137.60
Plumbing	1,743.50	0.00		10,040.77
Pumps	0.00	0.00	0.00	5,002.92
Roof Repairs	0.00	8,000.00	0.00	0.00
Security Systems / Alarms	330.00	0.00		3,739.00
Waterproofing	6,500.00	7,150.00	90.91	0.00
Prior Year Adjustment	0.00	0.00	0.00	7,638.88
<b><u>TOTAL SINK. FUND EXPENDITURE</u></b>	<b>28,517.19</b>	<b>55,833.00</b>		<b>179,221.96</b>
<b><u>SURPLUS/(DEFICIT)</u></b>	<b><u>\$ (19,928.26)</u></b>	<b><u>\$ (11,798.00)</u></b>		<b><u>\$ (135,215.93)</u></b>
Opening Sinking Fund Balance	174,893.22	174,893.22	100.00	310,109.15
<b><u>SINKING FUND BALANCE</u></b>	<b><u>\$ 154,964.96</u></b>	<b><u>\$ 163,095.22</u></b>		<b><u>\$ 174,893.22</u></b>

# The Glass Factory West End CTS 46949

57 Vulture Street West End, Brisbane Qld 4101

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2026 TO 27 MAY 2026

	ACTUAL 01/02/26-27/05/26	BUDGET 01/02/26-31/01/27	%	ACTUAL 01/02/25-31/01/26
<b><u>BMS FUND</u></b>				
<b><u>INCOME - BMS FUND</u></b>				
Reimb. - Commercial Lots	(84.15)	0.00	0.00	2,493.12
Reimb. - Retail Lots	(257.76)	0.00	0.00	8,424.89
Reimb. - Residential Lot	(1,605.38)	0.00	0.00	21,064.51
<b><u>TOTAL INCOME BMS FUND</u></b>	<b>(1,947.29)</b>	<b>0.00</b>		<b>31,982.52</b>
<b><u>EXPENDITURE - BMS FUND</u></b>				
Bms Carpark	0.00	0.00	0.00	2,552.00
Bms Fees & Permits	0.00	0.00	0.00	532.00
Bms Building	0.00	0.00	0.00	7,834.16
Bms Fire Equipment	(1,683.26)	0.00	0.00	14,531.04
Bms Lifts	(264.03)	0.00	0.00	3,213.18
Bms Security Equipment	0.00	0.00	0.00	1,400.14
Bms Secretarial	0.00	0.00	0.00	1,920.00
<b><u>TOTAL EXPENSES BMS FUND</u></b>	<b>(1,947.29)</b>	<b>0.00</b>		<b>31,982.52</b>
<b><u>SURPLUS/DEFICIT BMS FUND</u></b>	<b><u>\$ 0.00</u></b>	<b><u>\$ 0.00</u></b>		<b><u>\$ 0.00</u></b>
<b><u>BALANCE BMS FUND</u></b>	<b><u>\$ 0.00</u></b>	<b><u>\$ 0.00</u></b>		<b><u>\$ 0.00</u></b>

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 a. PO BOX 10374 Southport QLD 4215

# THE GLASS FACTORY WEST END CTS 46949

ABN 35 201 552 773

## STATEMENT

Statement Period	
01 Feb 25 to 27 May 26	
A/c Number	5
Lot Number	105
Unit Number	

Transfer Date: 19/11/15

Last Certificate Issued: 12/11/15

Page Number

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward				0.00
01/02/25	Administrative Fund	01/02/25 to 31/05/25	I0003483	1,219.09		1,219.09
01/02/25	Sinking Fund	01/02/25 to 31/05/25	I0003530	185.35		1,404.44
01/02/25	Building Insurance	01/02/25 to 31/05/25	I0003577	120.81		1,525.25
03/02/25	Receipt	Administrative Fund	R0001632		1,219.09	306.16
03/02/25	Receipt	Sinking Fund	RA001632		185.35	120.81
03/02/25	Receipt	Building Insurance	RB001632		120.81	0.00
13/05/25	Administrative Fund	01/06/25 to 30/09/25	I0003624	1,313.90		1,313.90
13/05/25	Sinking Fund	01/06/25 to 30/09/25	I0003671	277.22		1,591.12
13/05/25	Building Insurance	01/06/25 to 30/09/25	I0003718	157.06		1,748.18
16/06/25	Receipt	Administrative Fund	R0001699		1,313.90	434.28
16/06/25	Receipt	Sinking Fund	RA001699		277.22	157.06
16/06/25	Receipt	Building Insurance	RB001699		157.06	0.00
22/08/25	Administrative Fund	01/10/25 to 31/01/26	I0003765	1,313.90		1,313.90
22/08/25	Sinking Fund	01/10/25 to 31/01/26	I0003812	277.22		1,591.12
22/08/25	Building Insurance	01/10/25 to 31/01/26	I0003859	157.06		1,748.18
29/09/25	Receipt	Administrative Fund	R0001738		1,313.90	434.28
29/09/25	Receipt	Sinking Fund	RA001738		277.22	157.06
				\$5,021.61	\$4,864.55	\$157.06
Over 90 Days	90 Days	60 Days	30 Days	Current	<b>BALANCE DUE: \$2,027.56</b>	
0.00	0.00	0.00	0.00	2,027.56	Date Paid	Amount Paid

### STRATAPAY



Tel: 1300 552 311  
 Ref: 1451 9607 9  
 Telephone: Call this number to pay by credit card. International +613 8648 0158



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LOT/UNIT

Lot 105/ Unit

STRATAPAY REFERENCE NO.

1451 9607 9

DUE DATE

THE GLASS FACTORY WEST END

MANAGED BY

EBCM

AMOUNT

**\$2,027.56**



Billers Code: 96503  
 Ref: 233677335 1000 0000 053

BPAY: Contact your participating financial institution to make a payment from your cheque or savings account.  
 BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518



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

THE GLASS FACTORY WEST END CTS 46949



\*496 233677335 10000000053

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# THE GLASS FACTORY WEST END CTS 46949

ABN 35 201 552 773

## STATEMENT

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Statement Period			
01 Feb 25 to 27 May 26			
A/c Number	5		
Lot Number	105	Unit Number	

Page Number

Date	Type	Details	Reference	Debit	Credit	Balance
29/09/25	Receipt	Building Insurance	RB001738		157.06	0.00
18/12/25	Administrative Fund	01/02/26 to 31/05/26	I0003906	1,282.33		1,282.33
18/12/25	Sinking Fund	01/02/26 to 31/05/26	I0003953	246.59		1,528.92
18/12/25	Building Insurance	01/02/26 to 31/05/26	I0004000	144.96		1,673.88
02/02/26	Receipt	Administrative Fund	R0001804		1,282.33	391.55
02/02/26	Receipt	Sinking Fund	RA001804		246.59	144.96
02/02/26	Receipt	Building Insurance	RB001804		144.96	0.00
01/05/26	Administrative Fund	01/06/26 to 30/09/26	I0004047	1,396.83		1,396.83
01/05/26	Sinking Fund	01/06/26 to 30/09/26	I0004094	366.42		1,763.25
01/05/26	Building Insurance	01/06/26 to 30/09/26	I0004141	264.31		2,027.56
				<b>\$8,723.05</b>	<b>\$6,695.49</b>	<b>\$2,027.56</b>

## THE GLASS FACTORY WEST END CTS 46949

Contractor Name & Address	Details of Duties	Delegated Powers	Basis of Remuneration	Commencement Date	Term of Contract	Options	Copy of Agreement on File	Workers Comp No	Termination Date	Name of Financier	Date of Advice from Financier	Withdrawal
<b>Alpha Fire</b>												
	Maintenance of Fire Equipment - 3 monts termination notice		n/a	29/07/24	Ongoing Agreement		N					
<b>Austec</b>												
POBOX 527 ORMEAU QLD 4208			as per the agreement/quotation #10420	22/10/21	12 months							
<b>Brisbane Automatic Gate Systems</b>												
Unit 10, 7-9 Grant Street Cleveland Qld 4163	Maintenance of Automatic Gate		\$705.00 per annum inclusive of GST	07/03/18	UNF							
<b>Ernst Body Corporate Management Pty Ltd</b>												
HQ South, Level 2 520 Wickham Street Fortitude Valley Qld 4006			As per agreement	06/05/25	3 years							
<b>GJI Investments Pty Ltd</b>												
25 Twickenham Street Chelmer Queensland 4068	Caretaking duties		\$55,452.12 pa + GST + CPI	02/04/15	25 years + 5 years		Y					
25 Twickenham Street Chelmer, Qld 4068	Letting Agent		No cost to BC	13/04/15	25 years		Y					
<b>HVAC</b>												
	Maintenace of Air Conditioners		No fixed agreement in place	29/07/24	Visit 6 months							
<b>Kone</b>												
205 Euston Road Alexandria NSW 2015	Lift Maintenance		\$5,940.00 per annum inclusive of GST	11/03/15	5 years	roll over every 5 years	Y					
<b>Ocean Protect</b>												
			Yearly	12/12/20	10 Years							

Date Issued: 29 January 2025

# Certificate of Currency

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

Certificate of Currency		
Named Insured:	Body Corporate for The Glass Factory CTS 46949, 46951 and The BMC The Glass Factory Apartments West End Pty Ltd	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	93213578	
Insurance:	Commercial Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 31 January 2025, Local Standard Time
	To:	4.00pm on 31 January 2026, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	57 Vulture Street, West End QLD 4101	

## Limits of Liability

Section 1: Property Damage Insurance	<b>Buildings and Common Property</b>	AUD 32,920,650
	<b>Common Contents</b>	AUD 329,207
	<b>Catastrophe</b>	AUD 4,987,478
Section 2: Machinery Breakdown Insurance	AUD 250,000	
Section 3: Consequential Loss Insurance	AUD 4,938,098	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 43,175,432	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	<b>Personal Injury</b>	AUD 20,000,000 in respect of any one <b>Occurrence</b>
	<b>Property Damage</b>	AUD 20,000,000 in respect of any one <b>Occurrence</b>
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate <b>Period of Insurance</b>	
Section 7: Management Committee Liability Insurance	AUD 5,000,000 in the aggregate <b>Period of Insurance</b>	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	<b>Accident</b> each occurrence Limit	AUD 200,000
	<b>Accident</b> aggregate Limit	AUD 200,000 in the aggregate <b>Period of Insurance</b>

All the values on this Certificate of Currency are correct as at 29 January 2025 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

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

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

Signed:



Loic Tuchagues  
Property Underwriter HUB

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

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BE 460

<b>1. Nature of request</b>	<b>Lodger (Name, address, E-mail &amp; phone number)</b>	<b>Lodger Code</b>
REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR THE GLASS FACTORY WEST END COMMUNITY TITLES SCHEME	Bennett & Philp, Lawyers Level 13, 15 Adelaide Street Brisbane Qld 4000 <a href="mailto:titles@bennettphilp.com.au">titles@bennettphilp.com.au</a> Ph: 07 3001 2999 Ref: AO:140578	BE098A

<b>2. Lot on Plan Description</b>	<b>County</b>	<b>Parish</b>	<b>Title Reference</b>
LOT 3 ON SP263076	STANLEY	SOUTH BRISBANE	TO ISSUE

<b>3. Registered Proprietor/State Lessee</b>
THE GLASS FACTORY APARTMENTS WEST END PTY LTD ACN 163 543 717

<b>4. Interest</b>
NOT APPLICABLE

<b>5. Applicant</b>
THE GLASS FACTORY APARTMENTS WEST END PTY LTD ACN 163 543 717

**6. Request**

I hereby request that: I hereby request that: the first CMS deposited herewith be recorded as the CMS for The Glass Factory West End Community Titles Scheme and that Level 1, 46 Edward Street, Brisbane, Queensland, 4000 be recorded as address for service on the body corporate for the scheme.

**7. Execution by applicant**

11 / 2 / 15  
**Execution Date**

Michael Byrom – Solicitor  
  
**Applicant's or Solicitor's Signature**

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

46949

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

Office use only  
CMS LABEL NUMBER

<b>1. Name of community titles scheme</b> The Glass Factory West End Community Titles Scheme	<b>2. Regulation module</b> Accommodation module
<b>3. Name of body corporate</b> Body Corporate for The Glass Factory West End Community Titles Scheme	
<b>4. Scheme land</b>	
Lot on Plan Description See Enlarged Panel	County Parish Title Reference
<b>5. *Name and address of original owner</b> The Glass Factory Apartments West End Pty Ltd ACN 163 543 717 of Level 1, 46 Edward Street, Brisbane, Qld 4000	<b>6. Reference to plan lodged with this statement</b> SP 264178

# first community management statement only

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

..... signed  
*Roger Greenway*  
 Roger Greenway Principal Planner ..... name and designation  
 Brisbane City Council ..... name of Local Government

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

Execution Date ..... \*Execution

10 / 12 / 2014

The Glass Factory Apartments West End Pty Ltd  
ACN 163 543 717

  
 Director GAETANO GERARD TURRISI

  
 Director LEO BONACCORSO TURRISI

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

**Privacy Statement**

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

Title Reference

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
The common property for The Glass Factory West End Community Titles Scheme	Stanley	South Brisbane	
Lot 101 on SP 264178	Stanley	South Brisbane	
Lot 102 on SP 264178	Stanley	South Brisbane	
Lot 103 on SP 264178	Stanley	South Brisbane	
Lot 104 on SP 264178	Stanley	South Brisbane	
Lot 105 on SP 264178	Stanley	South Brisbane	
Lot 106 on SP 264178	Stanley	South Brisbane	
Lot 107 on SP 264178	Stanley	South Brisbane	
Lot 108 on SP 264178	Stanley	South Brisbane	
Lot 109 on SP 264178	Stanley	South Brisbane	
Lot 110 on SP 264178	Stanley	South Brisbane	
Lot 111 on SP 264178	Stanley	South Brisbane	
Lot 112 on SP264178	Stanley	South Brisbane	
Lot 113 on SP 264178	Stanley	South Brisbane	
Lot 201 on SP 264178	Stanley	South Brisbane	
Lot 202 on SP 264178	Stanley	South Brisbane	
Lot 203 on SP 264178	Stanley	South Brisbane	
Lot 204 on SP 264178	Stanley	South Brisbane	
Lot 205 on SP 264178	Stanley	South Brisbane	
Lot 206 on SP 264178	Stanley	South Brisbane	
Lot 207 on SP 264178	Stanley	South Brisbane	
Lot 208 on SP 264178	Stanley	South Brisbane	
Lot 209 on SP 264178	Stanley	South Brisbane	
Lot 210 on SP 264178	Stanley	South Brisbane	
Lot 211 on SP 264178	Stanley	South Brisbane	
Lot 212 on SP264178	Stanley	South Brisbane	
Lot 213 on SP 264178	Stanley	South Brisbane	
Lot 301 on SP 264178	Stanley	South Brisbane	
Lot 302 on SP 264178	Stanley	South Brisbane	
Lot 303 on SP 264178	Stanley	South Brisbane	
Lot 304 on SP 264178	Stanley	South Brisbane	
Lot 305 on SP 264178	Stanley	South Brisbane	
Lot 306 on SP 264178	Stanley	South Brisbane	
Lot 307 on SP 264178	Stanley	South Brisbane	
Lot 308 on SP 264178	Stanley	South Brisbane	

Title Reference

Lot 309 on SP 264178	Stanley	South Brisbane	
Lot 310 on SP 264178	Stanley	South Brisbane	
Lot 311 on SP 264178	Stanley	South Brisbane	
Lot 312 on SP264178	Stanley	South Brisbane	
Lot 313 on SP 264178	Stanley	South Brisbane	
Lot 401 on SP 264178	Stanley	South Brisbane	
Lot 402 on SP 264178	Stanley	South Brisbane	
Lot 403 on SP 264178	Stanley	South Brisbane	
Lot 404 on SP 264178	Stanley	South Brisbane	
Lot 405 on SP 264178	Stanley	South Brisbane	
Lot 406 on SP 264178	Stanley	South Brisbane	
Lot 407 on SP 264178	Stanley	South Brisbane	
Lot 408 on SP 264178	Stanley	South Brisbane	

## Title Reference

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

<b>Lot on Plan</b>	<b>Contribution</b>	<b>Interest</b>
Lot 101 on SP 264178	1019	622
Lot 102 on SP 264178	1009	605
Lot 103 on SP 264178	1013	611
Lot 104 on SP 264178	1013	611
Lot 105 on SP 264178	951	429
Lot 106 on SP 264178	1019	627
Lot 107 on SP 264178	951	429
Lot 108 on SP 264178	946	407
Lot 109 on SP 264178	946	407
Lot 110 on SP 264178	946	413
Lot 111 on SP 264178	946	418
Lot 112 on SP264178	946	413
Lot 113 on SP 264178	949	424
Lot 201 on SP 264178	1035	627
Lot 202 on SP 264178	1025	616
Lot 203 on SP 264178	1028	622
Lot 204 on SP 264178	1028	622
Lot 205 on SP 264178	967	440
Lot 206 on SP 264178	1035	638
Lot 207 on SP 264178	967	440
Lot 208 on SP 264178	962	418
Lot 209 on SP 264178	965	418
Lot 210 on SP 264178	962	424
Lot 211 on SP 264178	962	429
Lot 212 on SP264178	962	424
Lot 213 on SP 264178	965	435
Lot 301 on SP 264178	1051	644
Lot 302 on SP 264178	1041	627
Lot 303 on SP 264178	1044	633
Lot 304 on SP 264178	1044	633
Lot 305 on SP 264178	982	451

**Title Reference**

Lot 306 on SP 264178	1051	649
Lot 307 on SP 264178	982	451
Lot 308 on SP 264178	977	429
Lot 309 on SP 264178	981	429
Lot 310 on SP 264178	977	440
Lot 311 on SP 264178	977	440
Lot 312 on SP264178	977	435
Lot 313 on SP 264178	981	446
Lot 401 on SP 264178	1144	897
Lot 402 on SP 264178	1057	644
Lot 403 on SP 264178	1060	649
Lot 404 on SP 264178	1060	649
Lot 405 on SP 264178	998	468
Lot 406 on SP 264178	1135	908
Lot 407 on SP 264178	993	451
Lot 408 on SP 264178	997	451
<b>TOTAL</b>	<b>47,026</b>	<b>24,793</b>

**A. Deciding Contribution Schedule Lot Entitlements (CSLE)**

The CSLE have been decided using the *equality principle* as defined in the Body Corporate and Community Management Act 1997 (**BCCM**).

The CSLE for the scheme are not equal. As required by s46A of the BCCM, the CSLE demonstrates the relationship between the lots by reference to one or more of the following factors (**Factors**):

- How the scheme is structured;
- The nature, features and characteristics of the lots in the scheme;
- The purposes for which the lots are used;
- The impact the lots have on the costs of maintaining the common property; and
- The market values of the lots.

We discuss each of the Factors, and their applicability, below.

**(a) How the Scheme is structured**

The proposed development will be for a single building comprising 2 volumetric lots and the scheme land will comprise lots and common property. The volumetric lots are not part of the scheme. The structure of the scheme does not affect the CSLE and under a building management statement the owners of the volumetric lots and the original owner of the scheme land will enter into appropriate cost sharing arrangements for the volumetric lots to contribute to certain costs and expenses for any shared facilities or the use of any common property.

## Title Reference

### (b) Nature, Features and Characteristics of the Lots

The body corporate is responsible for the repair and maintenance of common property within the scheme. This includes the foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In deciding the CSLE the following increases the burden that a lot places on the body corporate costs for the maintenance, cleaning and repair of the common property:

- (i) **The level of the building on which the lot is situated:** Additional entitlements are added depending on the level of the building in which the lot is located. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls, and the higher the cost of maintaining and operating the lifts.
- (ii) **The area of the lot:** Additional entitlements are added the greater the size of the lot. The larger the area of the lot the greater demand on the support and shelter costs.
- (iii) **The number of potential occupants:** Larger lots that can cater for a greater number of occupants have the potential to place a greater burden on common property and additional entitlements are added to reflect this.

The relative difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing postage and outlays.

### (c) The Purposes for which the Lots are Used

Each of the lots in the scheme is used for residential purposes except for any lot used by an on site manager for management purposes and consequently this factor does not affect the CSLE.

### (d) The Impact the Lots have on the Costs of Maintaining the Common Property

The factors listed in item (b) *Nature, Features and Characteristics of the Lots* have been assessed as having an impact on the body corporate costs for the maintenance, cleaning and repair of the common property and additional entitlements are added to reflect this.

### (e) The Market Value of the Lots

For the scheme, it is not considered that the market value of the lots affect the CSLE.

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

The ISLE for the scheme have been decided using the *market value principle* as defined in the BCCM.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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1. The development comprises a residential community title scheme to be known as The Glass Factory West End Community Titles Scheme and a commercial lot and retail lot.
2. It is intended that there will be only one body corporate namely, The Body Corporate for The Glass Factory West End Titles Scheme (the **Scheme**).
3. It is intended to register SP 263076 creating new Lots 1 – 3 on SP 263076, cancelling Lot 4 on RP 127665.
4. Lot 1 on SP 263076 is a volumetric lot and will comprise the Retail Lot.
5. Lot 2 on SP 263076 is a volumetric lot and will comprise the Commercial Lot.
6. Lot 3 on SP 263076 will be cancelled to create the lots in the community title scheme referred to in paragraph 1 above.

Title Reference

- 7. ~~It is not presently intended to further subdivide the proposed volumetric Lot 2 on SP 263076 but the original owner reserves the right to do so.~~
- 8. ~~The original owner also reserves the right, for any reason:~~
  - ~~(a) to develop a lesser or greater number of lots in the Scheme;~~
  - ~~(b) not to proceed with any further development of the volumetric lots;~~
  - ~~(c) not to include any land as part of the Scheme in which case, if necessary, the land will be removed from the Scheme Land and a new community management statement will be recorded to amend the description of the Scheme Land and to effect appropriate adjustments of lot entitlements;~~
  - ~~(d) to include proposed common property as part of the title for Lot 406 in which case a new community management statement will be recorded to amend the description of the Scheme Land including common property and to effect appropriate adjustments of lot entitlements.~~
- 9.7. The original owner may amalgamate any lot with another lot in this Scheme and in any such case a new community management statement will be lodged.
- 9.8. To facilitate the development of the Scheme Land the original owner may need to create easements benefiting or burdening the Scheme Land.
- 9.9. *A building management statement is recorded over lots 1-3 on SP 263076 and this is not a layered arrangement.*

**SCHEDULE C BY-LAWS**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Throughout these By-Laws, the following terms will, where the context so admits, have the meanings herein ascribed to them.

- (a) **Act** means the *Body Corporate and Community Management Act 1997* (Qld) and the Regulation Module applying to the Scheme.
- (b) **Body Corporate** means the Body Corporate established upon the registration of the Community Titles Scheme.
- (c) **By-Laws** means these By-Laws or any specified part of them.
- (d) **Caretaker** means a person or corporation who has been engaged or authorised by the Body Corporate to supply caretaking services for the benefit of the Common Property or Lots included in the Community Titles Scheme.
- (e) **Car Wash Bay** means the car wash bay on the Scheme Land.
- (f) **Common Property** means the common property referred to in the Community Titles Scheme.
- (g) **Committee** means the Committee of the Body Corporate appointed pursuant to the Act.
- (h) **Committee's Representative** means a member of the Committee appointed from time to time for the purpose of representing the Committee.
- (i) **Community Titles Scheme** means The Glass Factory West End Community Titles Scheme.
- (j) **Garbage** includes material for recycling.

## Title Reference

- (k) **GST** means any value added, consumption, turnover or similar tax, impost or duty on goods and/or services which is introduced by the Commonwealth or any State or Territory.
- (l) **Lot** means a lot in the Community Titles Scheme.
- (m) **Manager** means the person or corporation appointed by the Body Corporate from time to time as caretaker to, amongst other things, keep the Common Property in good order.
- (n) **Motor Vehicles** includes motor bikes but does not include caravans, campervans or mobile homes.
- (o) **Owner** and **Occupier** have the meanings given to them in the Act.
- (p) **Original Owner** has the meaning given to it in the Act.
- (q) **Scheme Land** means all the land contained in the Community Titles Scheme.
- (r) **Person** includes a company.
- (s) **Scheme** means the Community Titles Scheme.
- (t) **Secretary** means the Secretary of the Body Corporate.
- (u) **Utility Infrastructure** means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which Lots or Common Property are supplied with Utility Services.
- (v) **Utility Service** means:
  - (i) water reticulation or supply;
  - (ii) gas reticulation or supply;
  - (iii) electricity supply;
  - (iv) air-conditioning;
  - (v) a telephone service;
  - (vi) a cable or satellite TV service;
  - (vii) a computer data or television service;
  - (viii) a sewer system;
  - (ix) drainage;
  - (x) a system for the removal or disposal of garbage or waste;
  - (xi) a ventilation or air extraction system; or
  - (xii) another system designed to improve the amenity, or enhance the enjoyment, of Lots or Common Property.

### 1.2 Interpretation

- (a) Headings throughout these By-Laws are for guidance only and are not to be used as an aid in the interpretation of these By-Laws.
- (b) Plurals include the singular and singular the plural. References to either gender shall include a reference to the other gender.

## Title Reference

- (c) Reference to the whole includes any part of the whole.
- (d) Reference to any Lot number in these By-Laws is based on the plan attached and marked B. Upon registration of the plan, if the lot number given to any Lot is different, the allocated number will be substituted in these By-Laws.

## 2 USE OF LOT

Each Lot will be used for residential purposes only.

## 3 GENERAL APPEARANCE OF LOTS

- (a) No structural alterations will be made to any Lot (including any alteration to gas, water or electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony, if any, of any Lot and including the installation of any air-conditioning system) without the consent of the Committee.
- (b) Without the prior written consent of the Committee, an Owner or Occupier of a Lot must not in any way alter the exterior appearance of the Lot, nor cause to be constructed or placed upon any part of the Lot which can be viewed from outside the Lot any materials or items.
- (c) An Owner or Occupier of a Lot must not install a solar hot water system or solar panels without the prior written consent of the Committee, which will not be unreasonably withheld, after considering the available space and the strength of any supporting structure.
- (d) Subject to any other provision in these By-Laws, an Owner or Occupier of a Lot will not hang washing, towels, bedding, clothing or other articles or display any sign, advertisement, placard, banner, pamphlet or like matter on the Common Property or on any part of their Lot in such a way as to be visible from outside the Lot.
- (e) However, any authorised Caretaker or Letting Agent is permitted to display reasonable signs or notices on the Scheme Land offering for sale or lease any Lot but such signs or notices must not detract from the overall appearance of the development.
- (f) An Owner or Occupier will not install or use any material to provide screening for a balcony without permission from the Committee, which consent will not be unreasonably withheld.
- (g) An Owner or Occupier of a Lot shall not permit, without the prior consent in writing of the body Corporate committee:-
  - (i) Any root invasive species of plant to be grown in any planter box or pot on any part of the Lot or Common Property;
  - (ii) Any plant species greater than 1 meter in height, or of a weight which may compromise the structural loading of the building, to be grown on any part of the Lot or Common Property.
- (h) An Owner or Occupier of a Lot must not use any balcony as a storage area (for example boxes, bikes, book shelves and other furniture must not be stored on balconies)

## 4 MAINTENANCE OF LOTS

- (a) An Owner or Occupier of a Lot will:
  - (i) be responsible for the proper maintenance and decoration of their Lot;

### Title Reference

- (ii) be responsible for the proper maintenance of any air conditioning condenser servicing their Lot;
  - (iii) maintain in good condition and repair any improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof) and, where appropriate, will not use building materials and external finishes other than of the same colour and type as those comprised in such improvements without the prior written consent of the Committee;
  - (iv) maintain the interior of their Lot in a clean condition and take all practical steps to prevent infestation by vermin and/or insects;
  - (v) maintain in good condition and repair and keep clean any part of the Common Property which the Owner has the exclusive use of.
- (b) The Committee may give written notice to an Owner or Occupier of a Lot requiring that:
- (i) the improvements be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or part thereof); and
  - (ii) the obligations under By-Law 4(a)(v) be complied with,
- and if such notice has not been complied with to the reasonable satisfaction of the Committee within 14 days of the date of that notice, the Committee may, in its absolute discretion, cause the improvements to be put in such a state or the obligations under By-Law 4(a)(v) to be carried out (as the case may be) in accordance with the notice and the Owner or Occupier (as the case may be) will forthwith pay the costs incurred or payable by the Body Corporate in that regard on demand.
- (c) An Owner or Occupier of a Lot will allow the Committee and the servants and contractors of the Body Corporate access to the Lot, which attaches to a Lot by virtue of an exclusive use By-Law and any area of Common Property and the improvements at all reasonable times for the purpose of inspection and carrying out works under this By-Law provided that the Committee gives the Owner or Occupier reasonable notice of its intention to enter upon the relevant Lot and carry out works under this By-Law.
  - (d) For the purposes of this By-Law improvements includes pergolas, walls, windows, garage roller doors, doors, fly screens, gates, walkways, paths, driveways, yard, lawn, landscaping, garden, plants and irrigation, and drainage facilities located within a Lot or an area of Common Property which attaches to a Lot by virtue of an exclusive use By-Law.

## 5 WATER APPARATUS

- (a) An Owner or Occupier of a Lot will see that all water taps on their Lot are properly turned off after use.
- (b) The water closets, conveniences and other water apparatus including water pipes and drains in each Lot must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances shall be deposited therein.
- (c) Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by such Owner or Occupier whether the same is caused by their own acts or those of members of their household or their servants or agents or guests.

**Title Reference****6 LIGHTING AND HEATING OF LOTS**

The Owner or Occupier of a Lot must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Lot nor in any other way cause or increase a risk of fire or explosion in such Lot.

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

An Owner or Occupier of a Lot must not, except with the prior written consent of the Body Corporate, use or store upon their Lot or upon the Common Property any flammable chemical, liquid, gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**8 WINDOWS**

The windows of a Lot will be kept clean and promptly replaced with fresh glass of the same kind, colour and weight as at present if broken or cracked.

**9 WINDOW COVERS**

- (a) No window will be covered with aluminium foil or similar reflective material or tinted and no shutters, awnings or other window cover shall be affixed externally to any building or visible from the exterior of the building. This By-Law will not prevent security screens being installed over windows but only after the written consent of the Committee as to the type, quality, colour and style of security screen has been obtained. Such consent may be withheld in the absolute discretion of the Committee.
- (b) An Owner must not hang curtains visible from outside the Lot unless those curtains have a white backing, or unless such colour and design have been approved by the Committee. An Owner must not install, renovate and/or replace a curtain backing or window treatment without having the colour and design approved by the Committee. In giving such approvals, the Committee must ensure, so far as practicable, that curtain backing and window treatment used in all Lots have colours that are sympathetic to the tones of the improvements on the Scheme Land (with preference given to white and off-white colours) and present an aesthetic appearance when viewed from common property any other lot or from outside the Scheme Land.
- (c) Vertical blinds are not permitted.

**10 PETS**

Subject to this By-Law and the provisions of the Body Corporate and Community Management Act 1997 an Owner or Occupier of a Lot shall not keep any animal upon his or her Lot or the Common Property without the written permission of the Body Corporate Committee (unless an Owner may at law keep an animal upon the Lot). However, an Owner or Occupier of a Lot may keep a dog or cat upon his or her Lot and the Common Property, without the need for prior Body Corporate permission, provided that:

- (a) The animal is under 10kg in weight;
- (b) The animal is quiet at all times and does not cause a nuisance to any other Owner or Occupier;
- (c) The animal remains on a lead and is kept under control at all times when on Common Property; and
- (d) All animal excrement is immediately cleaned up.

## Title Reference

The Body Corporate shall be the arbitrator as to whether these conditions are, and continue to be, satisfied. If any such condition is not satisfied and remains unsatisfied after the Body Corporate gives the relevant Lot Owner or Occupier three (3) written warnings specifying the breach of condition then any such offending dog or cat must be removed from the Scheme Land and the Body Corporate has authority to remove such offending dog or cat.

### 11 NO VARIATION TO APPEARANCE

- (a) Subject to any other provision in these By-Laws, an Owner or Occupier of a Lot must not do anything to vary the external appearance of the Lot or vary the Common Property without the prior written consent of the Committee which consent will not be unreasonably refused.
- (b) No personal items are to be left on the common property (i.e. lobbies, basement), which includes, but is not limited to, items such as toys and bikes.

### 12 ANTENNAE

No television, radio or other electronic antenna or device of any type may be erected, constructed or placed or permitted to remain on any Lot or on the Common Property unless and until the same has been approved in writing by the Committee or unless the same is contained within a Lot and not visible from the exterior of such Lot.

### 13 SECURITY OF LOTS AND COMMON PROPERTY

All Owners and Occupiers must ensure that all security devices are properly used. They must also ensure that all doors, gates and windows to any Lot and to any part of the Common Property shall be securely fastened on all occasions. The Committee reserves the right to enter any Lot and fasten the same if left insecurely fastened.

### 14 INSURANCE

An Owner or Occupier of a Lot must not bring to, do or keep anything on their Lot which may increase the rate of fire insurance on their Lot or any other part of the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy for such Lot or Scheme Land or the regulations or ordinances of any public authority for the time being in force.

### 15 NUISANCE

No noxious or offensive trade or activity may be carried on upon the Scheme Land or in any Lot nor may anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the Owners and Occupiers of other Lots or any other person lawfully using the Common Property. In particular and without limiting the generality of the foregoing:

- (a) No loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any residence may be located used or placed on any portion of the Scheme Land or exposed to the view of other Owners or Occupiers without the prior written consent of the Body Corporate;

**Title Reference**

- (b) All musical instruments, wirelesses, radiograms, television sets, stereos and the like shall be controlled so that the sound arising therefrom is reasonable and will not cause annoyance to other Owners and Occupiers of Lots on the Scheme Land;
- (c) Guests leaving after 11.00 pm must be requested by their hosts to leave quietly and quietness must also be observed when Owners and Occupiers return to their Lots late at night or in the early morning hours.
- (d) In the event of any unavoidable noise in a Lot at any time the Occupier or Owner thereof will take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose.

**16 OBSTRUCTION**

An Owner or Occupier of a Lot must not obstruct the lawful use of the Common Property by any person.

**17 DEPOSITING RUBBISH ON COMMON PROPERTY**

An Owner or Occupier must not:

- (a) deposit or throw upon the Common Property, save for allocated refuse locations as indicated by the Body Corporate, or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another Owner or Occupier or of any person lawfully using the Common Property;
- (b) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of the Owner's Lot.

Any damage or costs for cleaning or repair caused by breach hereof will be borne by the Owner or Occupier concerned.

**18 GARBAGE DISPOSAL**

An Owner or Occupier of a Lot must:

- (a) deal with and dispose of rubbish in the bins provided by the Body Corporate and not accumulate rubbish in their Lot, or leave rubbish on the common property (except in the rubbish bins provided);
- (b) comply with all local authority By-Laws and ordinances relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot is not adversely affected by their disposal of garbage;

**19 DAMAGE TO GARDENS**

An Owner or Occupier of a Lot must not:

- (a) damage any garden, tree, shrub, plant or flower being part of or situated upon the Scheme Land; or
- (b) except with the prior written consent of the Body Corporate, use for their own purposes as a garden any portion of the Common Property.

**Title Reference****20 DAMAGE TO THE COMMON PROPERTY OR LOT**

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

**21 COMMITTEE TO BE NOTIFIED OF ACCIDENTS ETC.**

An Owner or Occupier of a Lot must give to the Committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to their knowledge and the Committee will have authority by its servants or agents 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 any Lot or any buildings on the Scheme Land as often as may be necessary.

**22 VISITORS' CAR PARKING**

- (a) Subject to By-Law22(b), the Committee may in its absolute discretion by written notice from time to time to the Owners, mortgagees and Occupiers of Lots within the Scheme Land nominate which car parking spaces situated within the Common Property may be used by the invitees of Occupiers of Lots (**Visitor Spaces**).
- (b) The Body Corporate shall ensure that there are 11 Visitor Spaces situated within the Common Property.
- (c) An Occupier of a Lot must not, without the Committee's prior written approval:
  - (i) Permit an invitee to park a Motor Vehicle, or allow a Motor Vehicle to stand, on the Common Property; or
  - (ii) Permit an invitee to park a Motor Vehicle, or allow a Motor Vehicle to stand, on the Common Property, except for the Visitor Spaces which must remain available at all times for the sole use of visitors' Motor Vehicles.
- (d) An approval under paragraph (c) must state the period for which it is given, with the exception of Visitor Spaces.
- (e) However, the Committee may cancel the approval by giving 7 days' written notice to the Occupier, with the exception of Visitor Spaces.

**23 USE OF CARAVANS ETC**

An Owner or Occupier of a Lot must not permit any caravan, campervan, mobile home, boat or trailer upon the Common Property.

**24 INSPECTION OF LOTS**

- (a) Upon one (1) day's notice in writing the Committee and its servants, agents and contractors will be permitted to inspect any Lot and to test any electrical, gas or water installation or equipment thereon and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Owner or Occupier of the Lot concerned).
- (b) If not so permitted they may effect an entry without liability for any damage occasioned to the Lot or any structure thereon in effecting the entry.

**Title Reference**

- (c) The Committee, in exercising this power, will ensure that its servants, agents and employees cause as little inconvenience to such Owner or Occupier as is reasonable in the circumstances.

**25 OBSERVANCE OF THESE BY-LAWS**

The duties and obligations imposed by these By-Laws on an Owner or Occupier of a Lot must be observed not only by such Owner or Occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier. An Owner or Occupier of a Lot must take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

**26 REPAIRS BY THE BODY CORPORATE**

Where the Body Corporate expends money to make good the damage caused by a breach of the Act or of these By-Laws by an Owner or Occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Owner or Occupier or of any of them, the Committee will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

**27 CONTRACTORS / TRADES**

An Owner or Occupier of a Lot must not directly instruct any contractors or workmen employed by the Committee unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Committee's Representative, who shall in turn refer the same to the Committee for determination.

**28 NOTIFICATION OF INFECTIOUS DISEASES**

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the Owner or Occupier of such Lot must give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

**29 NOTICES TO BE OBSERVED**

An Owner or Occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Committee or of any statutory authority.

**30 RULES RELATING TO COMMON PROPERTY**

The Committee may make rules relating to the Common Property and in particular in relation to the use of any improvements on the Common Property and other facilities, not inconsistent with these By-Laws and the same must be observed by the Owners or Occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

## Title Reference

### 31 CONSTRUCTION/SALE OF LOTS

- (a) Whilst the Original Owner (and any person to whom the Original Owner assigns its rights under this By-Law) remains an Owner of any Lot in the Scheme Land it and its contractors, agents and those authorised by it, will be entitled:
- (i) to place such signs and other advertising and display material in and about the Lot, and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme Land, and will not at any time, and from time to time be more, in terms of number and size, than is reasonably necessary;
  - (ii) together with persons authorised by it, to pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land;
  - (iii) to carry out any building (including construction) of any improvements, or any other things done, on the Scheme Land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that; and
  - (iv) to use the Common Property or other lots in the Scheme to:
    - (A) give access to and egress from any part of the Scheme Land with or without vehicles and equipment (or either of them); and
    - (B) store building materials, vehicles, equipment or fill on the Scheme Land.
- (b) In exercising its rights under this By-Law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment, by Lot Owners, of their lots and the Common Property.
- (c) While any construction or building operations are occurring on the Scheme Land, Lot Owners, Occupiers and invitees to the Scheme Land must comply with the reasonable direction of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

### 32 EASEMENTS

The Body Corporate shall be empowered to grant any easement, licence, right of way or any other concession to enable services (i.e. electricity, telecommunications, communications, gas, drainage, water or sewerage) from any authority or instrumentality, any Federal or State Government department or any private person or corporation to pass through under or over Common Property for the benefit of any other person or corporation.

### 33 BY-LAWS TO BE EXHIBITED

A copy of these By-Laws (or a précis thereof approved by the Committee) must be exhibited in a prominent place in any Lot made available for letting.

### 34 ROAD SAFETY

- (a) An Owner, mortgagee or Occupier of a Lot must not exceed the speed limit of 5kms per hour (the Speed Limit) while driving any Motor Vehicle on the Common Property and must use their best endeavours to ensure that their invitees do not exceed the Speed Limit in such circumstances.

**Title Reference**

- (b) Vehicles are to travel in the direction as per signage.
- (c) Children must not play on the driveway or ramp.
- (d) Skateboards are not permitted to be used on Common Property.

**35 RECOVERY OF COSTS AND INTEREST**

- (a) An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs plus any GST properly chargeable in respect of those costs and expenses) in connection with:
  - (i) recovering levies or monies payable to the Body Corporate pursuant to the Act or these By-Laws duly levied upon the Owner by the Body Corporate, or otherwise pursuant to these By-Laws;
  - (ii) all legal or other proceedings concluded by way of settlement or Court determination in favour of the Body Corporate taken by or against the Owner or Occupier of a lot.
- (b) The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.
- (c) If the Owner fails to pay any such costs upon demand, the Body Corporate:
  - (i) may take action for the recovery of those costs in a Court of competent jurisdiction, and/or
  - (ii) enter such costs and expenses against the levy account of the Owner.
- (d) In this By-Law, references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's Lot.
- (e) The Body Corporate may include any costs payable to it under this By-Law on any certificate issued in respect of the Lot under the Act, including but not limited to a notation of unpaid insurance premiums, telephone charges and excess water charges.
- (f) If a contribution levied under the Act is not paid by the due date advised in the notice of contribution provided to the Owner the amount of unpaid contribution will bear interest at a rate of 30% per annum or such rate as determined by the Act from the day on which payment was due until payment is made.

**36 STRUCTURAL ALTERATIONS TO THE INTERIOR OF LOTS**

- (a) The manner and style of any structural fit out or structural alteration to the interior of any Lot must have the prior written approval of the Committee. The Committee will be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the Owner of a Lot shall comply with all such requests. Where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed. All reasonable costs of the Body Corporate in considering any fit outs or alterations under this By-Law will be payable on demand by the relevant Owner.
- (b) The Owner of a Lot must provide a dilapidation report to the Body Corporate showing the state and condition of the common property (including, if necessary, provide photographs) so that the Body Corporate may properly assess whether the Owner of the Lot or any of its contractors or agents or

## Title Reference

other persons carrying out work have damaged common property. The Owner of the Lot must pay for any such damage.

### 37 ALTERATIONS TO THE EXTERIOR OF LOTS

Where an Owner proposes to carry out work which will alter the exterior of any Lot, the Owner must follow the procedure set out below:

- (a) apply in writing to the Committee, outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same architectural standard as the development.
- (b) the Committee, on behalf of the Owner, shall submit to the architect nominated by the Committee from time to time the plans and specifications for the architect's consent in writing. The Committee will use its best endeavours to ensure that the architect gives a decision with reasonable expedition.
- (c) the decision of the architect to consent or not to any plans and specifications will be final, provided that the architect will be entitled to consent to such plans with appropriate variations and/or conditions. If the architect refuses to give such consent or consents subject to variations to the plans and/or conditions, the Owner will not be entitled to make the alterations proposed or shall only be able to make them if the variations are incorporated or the conditions complied with (as the case may be).
- (d) if the architect consents to such plans with or without variations or conditions then, at the request of the relevant Owner, the proposal will be submitted to a general meeting of the Committee for permission to proceed with the works as approved by the architect.
- (e) any reasonable costs associated with the procedure outlined above, including any fee from the architect must be paid by the Owner seeking to make the alterations. If requested by the Committee, an estimate of the fee must be paid in advance by the Owner to the Committee before it submits the plans and specifications to the architect for approval.

### 38 AUCTION OR GARAGE SALES

An Owner of a Lot must not permit any auction or garage sale to be conducted or to take place in the Owner's Lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee. This By-Law does not apply to the Original Owner.

### 39 ACCESS BY AUTHORITIES

If a Lot contains a meter and/or switchboard for the provision of services to the Lot, an Owner or Occupier of that Lot must make such meter and/or switchboard available for access at all times by all other Owners and Occupiers of Lots in the Scheme Land and by the relevant body administering the service to Lots in the Scheme.

### 40 EXCLUSIVE USE AREAS

#### 40.1 Specific Identification in By-Law

- (a) The Occupiers for the time being of Lots identified in Schedule E are entitled to the exclusive use and to the rights and enjoyment of and other special rights about that part of the common property (**EU Areas**) as specifically identified in Schedule E and for the purposes set out in Schedule E.

### Title Reference

- (b) For the purposes of section 171(3)(b)(i) of the BCCM Act, an allocation under this By-Law may stop applying to a Lot only if the Owner of a Lot agrees in writing to the revocation before the allocation is revoked under this By-Law. For avoidance of doubt, this By-Law provides for the revocation of an allocation.
- (c) Owners of Lots to which this exclusive use By-Law attaches must:
  - (i) at their own expense, keep the EU Areas neat and tidy; and
  - (ii) EU Areas which are not kept neat and tidy or clean may be tidied and cleaned by the body corporate at the expense of the Owner of the Lot to which the exclusive use By-Law attaches.
- (d) EU Areas to be used for purposes of parking and storage must:
  - (i) only be used for the purposes of parking and storage as noted; and
  - (ii) not be enclosed, unless enclosed by the Original Owner without written approval of the committee. If approval is given, only methods of enclosure and storage systems approved in writing by the committee may be used.
- (e) EU Areas which are parking spaces which have EU Areas that have storage areas adjacent to them to which there is no means of access other than through the parking space must not be surrendered and/or re-allocated under either an authorised allocation or an agreed allocation under section 171(1)(b) of the BCCM Act unless the adjacent storage area is also surrendered and/or reallocated so that, at all times, there is a lawful means of access to the storage area.

#### 40.2 Authorised Allocations

- (a) The Original Owner is authorised to allocate for the exclusive use for the rights and enjoyment of or other special rights of that common property and body corporate assets for the purposes of this By-Law and under section 171(1)(b)(i) of the BCCM Act (**Authorised Allocations**).
- (b) The Authorised Allocations may be made at any time during the "base allocation period" as that term is defined in section 174(2)(a) of the BCCM Act.
- (c) The Authorised Allocations are effected by the Original Owner giving details of the allocations to the body corporate, including:
  - (i) the lot to which the allocation will attach;
  - (ii) the area of common property or body corporate asset allocated; and
  - (iii) the purpose of the allocation.
- (d) If a notification of an Authorised Allocation is made, the body corporate must comply with the provisions of section 175 of the BCCM Act in relation to lodging a request to record a new community management statement.
- (e) In this By-Law **Purposes** means:
  - (i) parking purposes;
  - (ii) bicycle parking purposes;
  - (iii) storage area purposes;

### Title Reference

- (iv) air-conditioning unit keeping purposes;
  - (v) antenna and other communication device keeping purposes;
  - (vi) toilet and/or washroom use purposes;
  - (vii) signage area purposes;
  - (viii) access purposes; and
  - (ix) to the extent lawful, any other lawful purpose determined by the Original Owner.
- (f) In accordance with section 171(1)(b)(i) of the BCCM Act the Original Owner is authorised under this By-Law to make Authorised Allocations and the Authorised Allocations may be carried out or effected by the Original Owner or any Original Owner's agent .

#### 41 COMMITTEE CONSENT

Subject to any provision of these By-Laws to the contrary, where any thing requires the consent of the Committee, the Committee may, acting reasonably, give its consent to that thing with or without conditions or refuse to give its consent.

#### 42 BULK SUPPLY OF UTILITY SERVICES

The Body Corporate may supply or engage another person to supply a Utility Service to the Scheme Land and in such case, the following will apply:

- (a) the Body Corporate has the power to enter into a contract or agreement for the purchase of a Utility Service on the most economical basis for the Scheme Land from the relevant authority or service provider;
- (b) the Body Corporate has the power to sell a Utility Service to any Occupier in the Scheme Land provided however that in respect of an electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the relevant Occupier for the supply of the electricity direct from the relevant electricity authority;
- (c) the Body Corporate is not required to supply to any Occupier a Utility Service beyond the requirements which the relevant authority or service provider could supply at any particular time;
- (d) the Body Corporate may charge for the Utility Service (including for the installation of the Utility Infrastructure and the costs associated with the purchase, operation, maintenance and replacement of Utility Infrastructure for the Utility Service) but only to the extent permitted under the Act;
- (e) the Body Corporate may render accounts to any Owner or Occupier and such accounts are payable to the Body Corporate within 14 days of the delivery of such an account;
- (f) in respect on an account which has been rendered pursuant to this By-Law, an Owner or Occupier is liable, jointly and severally with any person who is liable to pay that account when that Owner or Occupier became the Owner or Occupier of the Lot;
- (g) in the event that n account for the supply of a Utility Service is not paid by its due date for payment, then the Body Corporate is entitled to disconnect the supply of the Utility Service to the Lot or to recover the amount of the unpaid account (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction;

### Title Reference

- (h) the Body Corporate is not responsible or liable for any failure of the supply of a Utility Service due to breakdowns, repairs maintenance, strikes, accidents or causes of any class or description; and
- (i) the Body Corporate may, from time to time, determine a security deposit to be paid by an Owner or Occupier who is connected to the supply of a Utility Service as a guarantee against non-payment of accounts for the supply of the Utility Service.

## 43 SPECIAL PRIVILEGES

- (a) For as long as there is in existence an agreement with a caretaker and/or letting agent to provide services for the control, management and administration of the Common Property and/or an agreement for such proprietor or Occupier to provide letting and ancillary services to such of the proprietors or Occupiers of lots who wish to avail themselves of such services then:
  - (i) the Body Corporate will not itself, directly or indirectly, provide any of the services set out in the agreements;
  - (ii) the Body Corporate will not allow any person or company other than the party to such agreements to provide, from the Scheme Land, any of the services set out in the agreements;
  - (iii) the Body Corporate will not enter into with any other person or entity an agreement similar to the agreements;
  - (iv) the Caretaker and/or Letting Agent will be entitled to erect or display signs or notices in or on the Common Property advertising any of the services it provides pursuant to the agreements provided the Caretaker and/or Letting Agent obtains the consent of the Body Corporate whose consent shall not be unreasonably withheld;
  - (v) the Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business from within the Scheme Land nor must the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the Scheme Land;
  - (vi) the Body Corporate must not make any part of the Common Property available to any person or corporation for the purpose of conducting a letting business; and
  - (vii) the Body Corporate confers on the Caretaker special privileges in respect of the whole of the Common Property to use same in connection with the business carried out pursuant to the agreements.
- (b) The Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any Common Property for which special privileges have been granted pursuant to this By-Law.

## 44 CAR WASH BAY

- (a) This By-Law applies if the Body Corporate decides to provide a Car Wash Bay on common property.
- (b) An Owner may use the Car Wash Bay on the terms set out in this By-Law.
- (c) When using the Car Wash Bay, the Owner must:

**Title Reference**

- (i) ensure that their invitees and guests do not use the Car Wash Bay unless accompanied by them;
  - (ii) not take alcohol on to the Car Wash Bay;
  - (iii) not use the Car Wash Bay between the hours of 7 pm and 7 am;
  - (iv) not use any equipment in the Car Wash Bay for any purpose for which they were not designed; and
  - (v) otherwise obey the directions of the Caretaker.
- (d) The Body Corporate shall be responsible for the maintenance and repair of the Car Wash Bay.

**45 LANDSCAPING**

- (a) The Body Corporate will:
- (i) endeavour to ensure that any landscaping on Common Property is maintained in good order to ensure healthy and vigorous plant growth;
  - (ii) if applicable, maintain the water efficient irrigation system and landscaping on Common Property.
- (b) Without limiting the other obligations of an Owner or Occupier under these By-Laws, an Owner or Occupier of a Lot must comply with the Committee's directions in relation to landscaping.
- (c) The Body Corporate may engage others (such as the Caretaker) to comply with the obligations of the Body Corporate under this By-Law 45.

**46 STORMWATER MANAGEMENT**

- (a) The Body Corporate will:
- (i) maintain and repair in good working condition the on-site stormwater management device (**Device**);
  - (ii) comply with any requirement to report to the local Council or other authority regarding the Device.
- (b) The Body Corporate may engage others (such as the Caretaker) to comply with the obligations of the Body Corporate under this By-Law 46.

**47 NO SMOKING**

Smoking is not permitted on common property.

**48 COMPLIANCE WITH DEVELOPMENT APPROVAL CONDITIONS AND OTHER APPROVALS**

The Owners/Occupiers and Body Corporate must comply with any conditions of Development Approval affecting the Scheme in so far as same apply to them and, in particular, shall ensure that the landscaping and features of the Scheme Land are maintained in accordance with any relevant Council Development Approval conditions applying to the Scheme Land, including external fencing and screen planting along the perimeter of

**Title Reference**

the Scheme Land and general landscaping (including cultivating growth). The Owners and Occupiers and Body Corporate must also comply, at all times, with:

- (a) Any applicable council Building Approval conditions (including, for example, fire separation requirements, energy efficiency designs and the like); and
- (b) Any applicable Council Operational Works Approval Conditions (including, for example, stormwater strategy arrangements such as bio retention basins and the like).

In particular the following apply, in addition to and despite any other by-law:

- (i) All balconies and terraces shown on Council approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures, other than where other conditions of approval require privacy screens, sun-shading devices or similar and those consistent with the relevant Residential Design Code/s in the *Brisbane City Plan* and or clearly depicted on the approved drawings.
- (ii) The internal footpaths/pedestrian circulation routes, landscaping, driveway, and car/vehicle turning area as shown on the approved plans of layout must not be included in any private lot entitlement and/or designated for the exclusive use of any Lot;
- (iii) All privacy screening devices are to remain fitted at all times.
- (iv) Vehicular access from the entrance to the allocated visitor spaces (including manoeuvring area) shall not be obstructed by a gate or similar device between the hours of 7.00am to 10.00pm. Ongoing access is to be provided for bona fide visitors to all visitor parking spaces through the use of managed intercom system at security gates between the hours of 10.00pm to 7.00am.
- (v) Parking spaces are not to be made available to the general public and there is to be no advertising signage erected on or in the vicinity of the site advertising the availability of car parking to the general public; and
- (vi) Security gates and fencing must be maintained to restrict vehicle and pedestrian access between the hours of 10.00pm and 7.00am from Cambridge and Exeter Street to the rear of the site (service lane area);
- (vii) Parking within the Scheme must be maintained for a minimum of 47 car parking spaces and 11 visitor car parking spaces;
- (viii) Car parking spaces shall be allocated at a minimum of one (1) space per unit with the tandem spaces allocated to three (3) bedroom units;
- (ix) A suitable system of lighting, to operate from dusk to dawn, must be maintained within all areas where the public will be given access including between vehicle entrances to the Scheme and visitors car parking spaces; and
- (x) Acoustic fencing and barriers must be maintained for the Scheme.

## Title Reference

**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED****Lots affected by statutory easements**

<b>Lots affected</b>	<b>Type of easement</b>	<b>Services Location Diagram</b>
<del>lots 1 - 3 on SP 263076</del>	<del>Statutory easement</del>	<del>Not Applicable</del>
Common Property	Support, services and shelter	The plan attached and marked 12140 A3/4

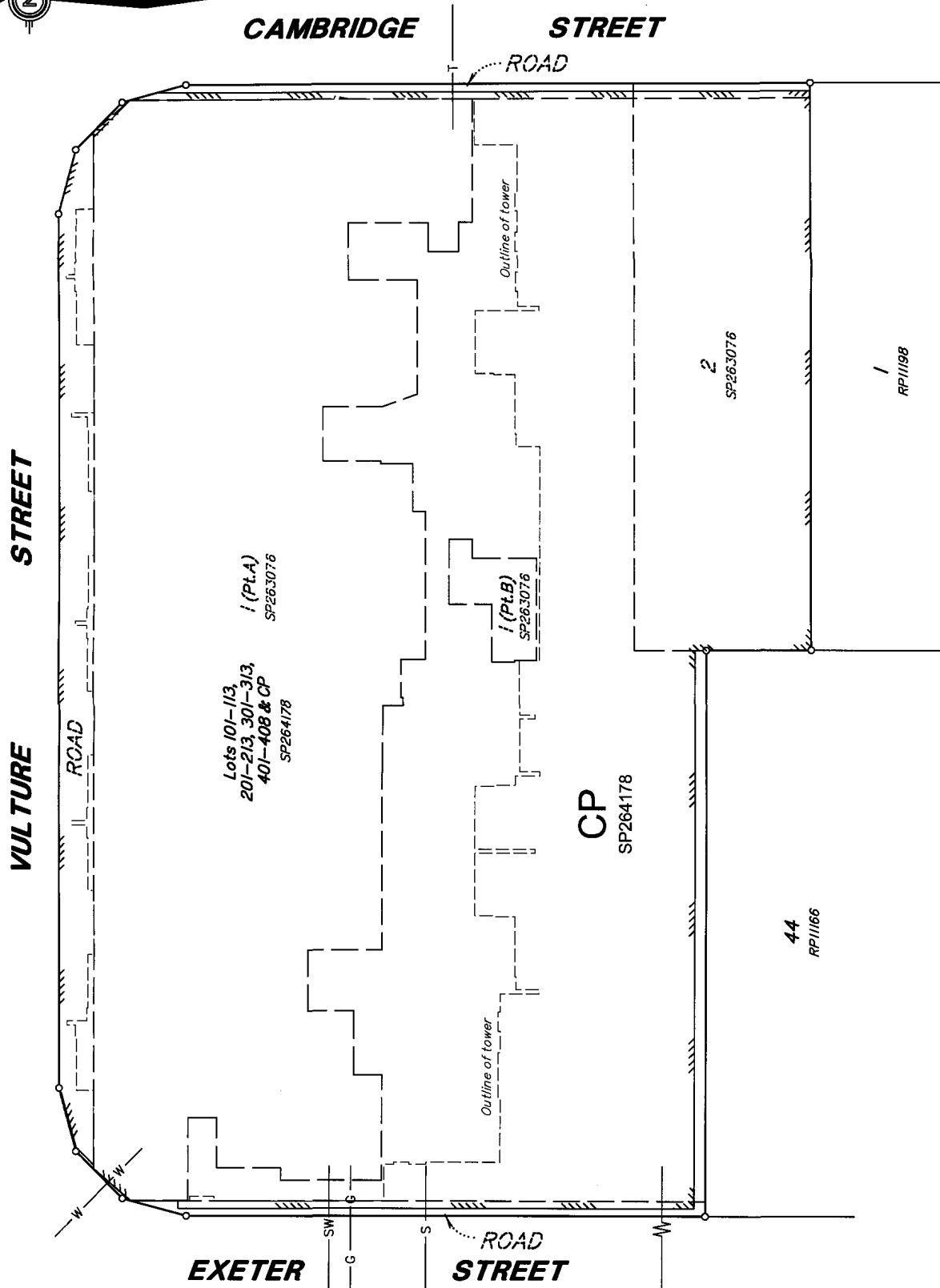
**SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY**

<b>Lot on Plan</b>	<b>Exclusive Use Area(s)</b>	<b>Use of Exclusive Use Area</b>
Lot 101 on SP 264178	Area T and identified on plan ref 12140 A3/3	Car parking
Lot 102 on SP 264178	Area S and identified on plan ref 12140 A3/3	Car parking
Lot 103 on SP 264178	Area R and identified on plan ref 12140 A3/3	Car parking
Lot 104 on SP 264178	Area Q and identified on plan ref 12140 A3/3	Car parking
Lot 105 on SP 264178	Area G and identified on plan ref 12140 A3/3	Car parking
Lot 106 on SP 264178	Area P and identified on plan ref 12140 A3/3	Car parking
Lot 107 on SP 264178	Area F and identified on plan ref 12140 A3/3	Car parking
Lot 108 on SP 264178	Area E and identified on plan ref 12140 A3/3	Car parking
Lot 109 on SP 264178	Area D and identified on plan ref 12140 A3/3	Car parking
Lot 110 on SP 264178	Area C and identified on plan ref 12140 A3/3	Car parking
Lot 111 on SP 264178	Area B and identified on plan ref 12140 A3/3	Car parking
Lot 112 on SP264178	Area A and identified on plan ref 12140 A3/3	Car parking
Lot 113 on SP 264178	Area AS and identified on plan ref 12140 A3/3	Car parking
Lot 201 on SP 264178	Area Z and identified on plan ref 12140 A3/3	Car parking
Lot 202 on SP 264178	Area AA and identified on plan ref 12140 A3/3	Car parking
Lot 203 on SP 264178	Area AB and identified on plan ref 12140 A3/3	Car parking
Lot 204 on SP 264178	Area AC and identified on plan ref 12140 A3/3	Car parking
Lot 205 on SP 264178	Area O and identified on plan ref 12140 A3/3	Car parking
Lot 206 on SP 264178	Area AD and identified on plan ref 12140 A3/3	Car parking
Lot 207 on SP 264178	Area N and identified on plan ref 12140 A3/3	Car parking
Lot 208 on SP 264178	Area M and identified on plan ref 12140 A3/3	Car parking
Lot 209 on SP 264178	Area L and identified on plan ref 12140 A3/3	Car parking
Lot 210 on SP 264178	Area K and identified on plan ref 12140 A3/3	Car parking
Lot 211 on SP 264178	Area J and identified on plan ref 12140 A3/3	Car parking
Lot 212 on SP264178	Area I and identified on plan ref 12140 A3/3	Car parking

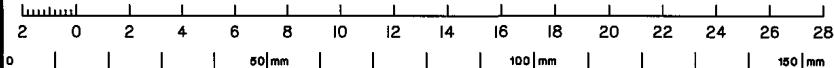
## Title Reference

Lot on Plan	Exclusive Use Area(s)	Use of Exclusive Use Area
Lot 213 on SP 264178	Area <b>H</b> and identified on plan ref 12140 A3/3	Car parking
Lot 301 on SP 264178	Area <b>AO</b> and identified on plan ref 12140 A3/3	Car parking
	Area <b>S3</b> and identified on plan ref 12140 A3/3	Storage
Lot 302 on SP 264178	Area <b>W</b> and identified on plan ref 12140 A3/3	Car parking
Lot 303 on SP 264178	Area <b>AR</b> and identified on plan ref 12140 A3/3	Car parking
	Area <b>S2</b> and identified on plan ref 12140 A3/3	Storage
Lot 304 on SP 264178	Area <b>Y</b> and identified on plan ref 12140 A3/3	Car parking
	Area <b>S1</b> and identified on plan ref 12140 A3/3	Storage
Lot 305 on SP 264178	Area <b>AL</b> and identified on plan ref 12140 A3/3	Car parking
Lot 306 on SP 264178	Area <b>AM</b> and identified on plan ref 12140 A3/3	Car parking
Lot 307 on SP 264178	Area <b>AK</b> and identified on plan ref 12140 A3/3	Car parking
Lot 308 on SP 264178	Area <b>AJ</b> and identified on plan ref 12140 A3/3	Car parking
Lot 309 on SP 264178	Area <b>AI</b> and identified on plan ref 12140 A3/3	Car parking
Lot 310 on SP 264178	Area <b>AP</b> and identified on plan ref 12140 A3/3	Car parking
Lot 311 on SP 264178	Area <b>AQ</b> and identified on plan ref 12140 A3/3	Car parking
Lot 312 on SP264178	Area <b>AU</b> and identified on plan ref 12140 A3/3	Car parking
Lot 313 on SP 264178	Area <b>AT</b> and identified on plan ref 12140 A3/3	Car parking
Lot 401 on SP 264178	Area <b>AF</b> and identified on plan ref 12140 A3/3	Car parking
	Area <b>S8</b> and identified on plan ref 12140 A3/3	Storage
Lot 402 on SP 264178	Area <b>U</b> and identified on plan ref 12140 A3/3	Car parking
	Area <b>S5</b> and identified on plan ref 12140 A3/3	Storage
Lot 403 on SP 264178	Area <b>V</b> and identified on plan ref 12140 A3/3	Car parking
	Area <b>S6</b> and identified on plan ref 12140 A3/3	Storage
Lot 404 on SP 264178	Area <b>AE</b> and identified on plan ref 12140 A3/3	Car parking
	Area <b>S7</b> and identified on plan ref 12140 A3/3	Storage
Lot 405 on SP 264178	Area <b>AH</b> and identified on plan ref 12140 A3/3	Car parking
	Area <b>S4</b> and identified on plan ref 12140 A3/3	Storage
Lot 406 on SP 264178	Area <b>AG</b> and identified on plan ref 12140 A3/3	Car parking
	Area <b>S9</b> and identified on plan ref 12140 A3/3	Storage
Lot 407 on SP 264178	Area <b>AN</b> and identified on plan ref 12140 A3/3	Car parking
Lot 408 on SP 264178	Area <b>X</b> and identified on plan ref 12140 A3/3	Car parking

**"THE GLASS FACTORY WEST END" CTS**



Lengths are in Metres.



**LEGEND**

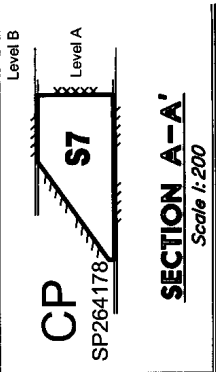
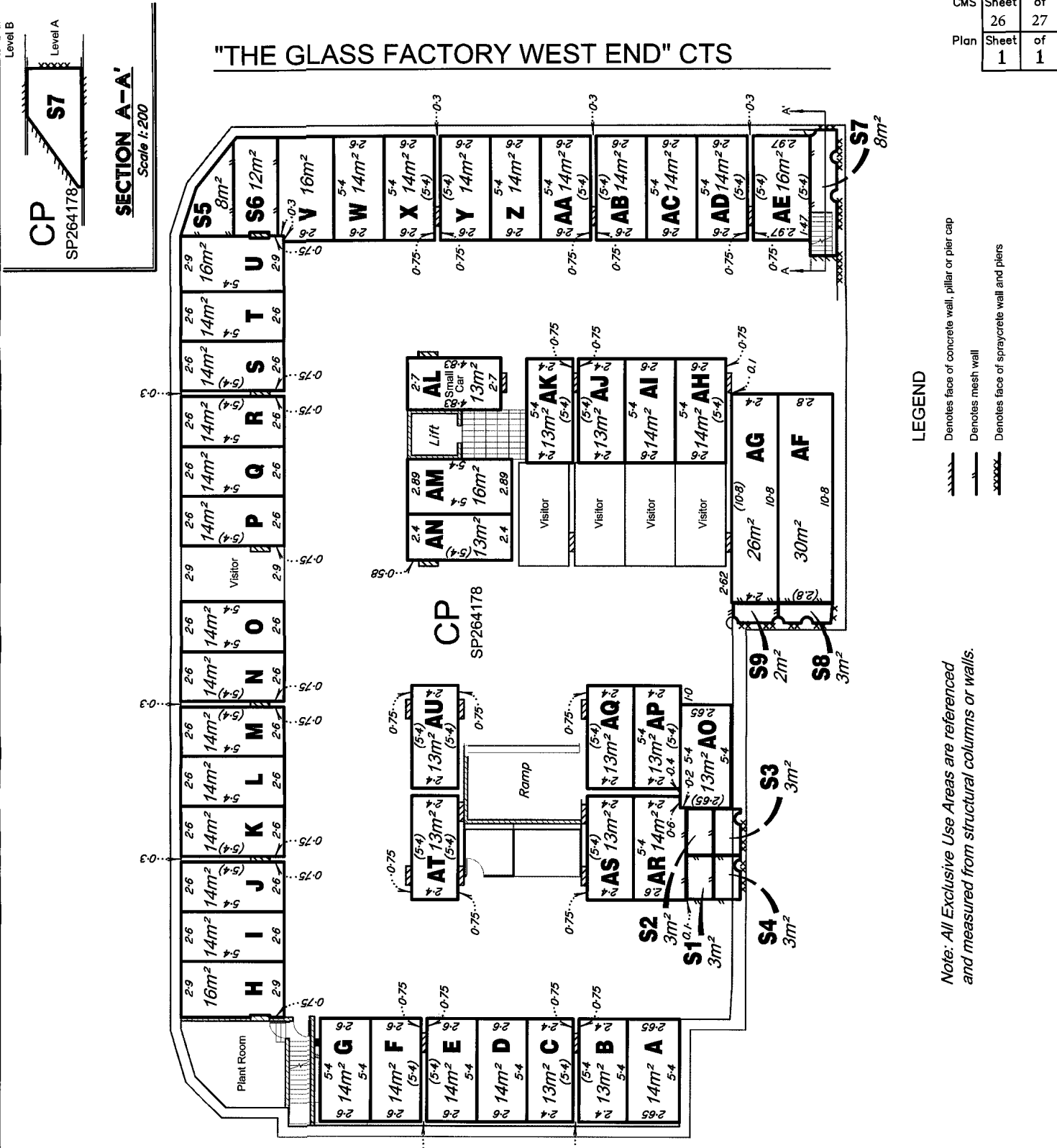
- T— Telecommunications
- W— Water
- S— Sewerage
- G— Gas
- ⚡— Electricity
- SW— Stormwater

**SERVICE LOCATION DIAGRAM OVER  
COMMON PROPERTY ON SP264178  
"THE GLASS FACTORY WEST END"  
COMMUNITY TITLES SCHEME NO.**

PARISH SOUTH BRISBANE COUNTY STANLEY

LOCAL AUTHORITY BRISBANE CITY COUNCIL	
JOB NO. 12140	DWG FILE SR130273
DATE 5/12/2014	
HORIZONTAL DATUM SP264178	VERTICAL DATUM
SCALE @ A3 1:200	PLAN REF. <b>12140 A3/4</b>

# "THE GLASS FACTORY WEST END" CTS



**LEGEND**

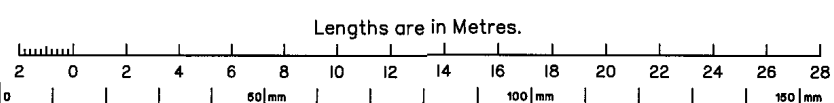
- Denotes face of concrete wall, pillar or pier cap
- Denotes mesh wall
- Denotes face of spraycrete wall and piers

Note: All Exclusive Use Areas are referenced and measured from structural columns or walls.

SIMPSON RAYNER SURVEYS PTY. LTD., ACN 078 818 167  
 certify that the details shown on this sketch plan are correct.

*Michael...*  
 Cadastral Surveyor

19.01.2015.  
 Date



**SIMPSON RAYNER SURVEYS**  
 SIMPSON RAYNER SURVEYS PTY LTD A.C.N. 078 818 167  
 CADASTRAL LAND SURVEYORS, PLANNERS  
 AND LAND DEVELOPMENT CONSULTANTS  
 5/M53 Metroplex Avenue, MURARRIE Q 4172  
 Telephone (07) 3899 8105 Fax. (07) 3899 8107  
 Email: info@srsurveys.com.au

**PLAN OF EXCLUSIVE USE  
 AREAS ON LEVEL A IN  
 COMMON PROPERTY ON SP264178  
 "THE GLASS FACTORY WEST END"  
 COMMUNITY TITLES SCHEME NO.**

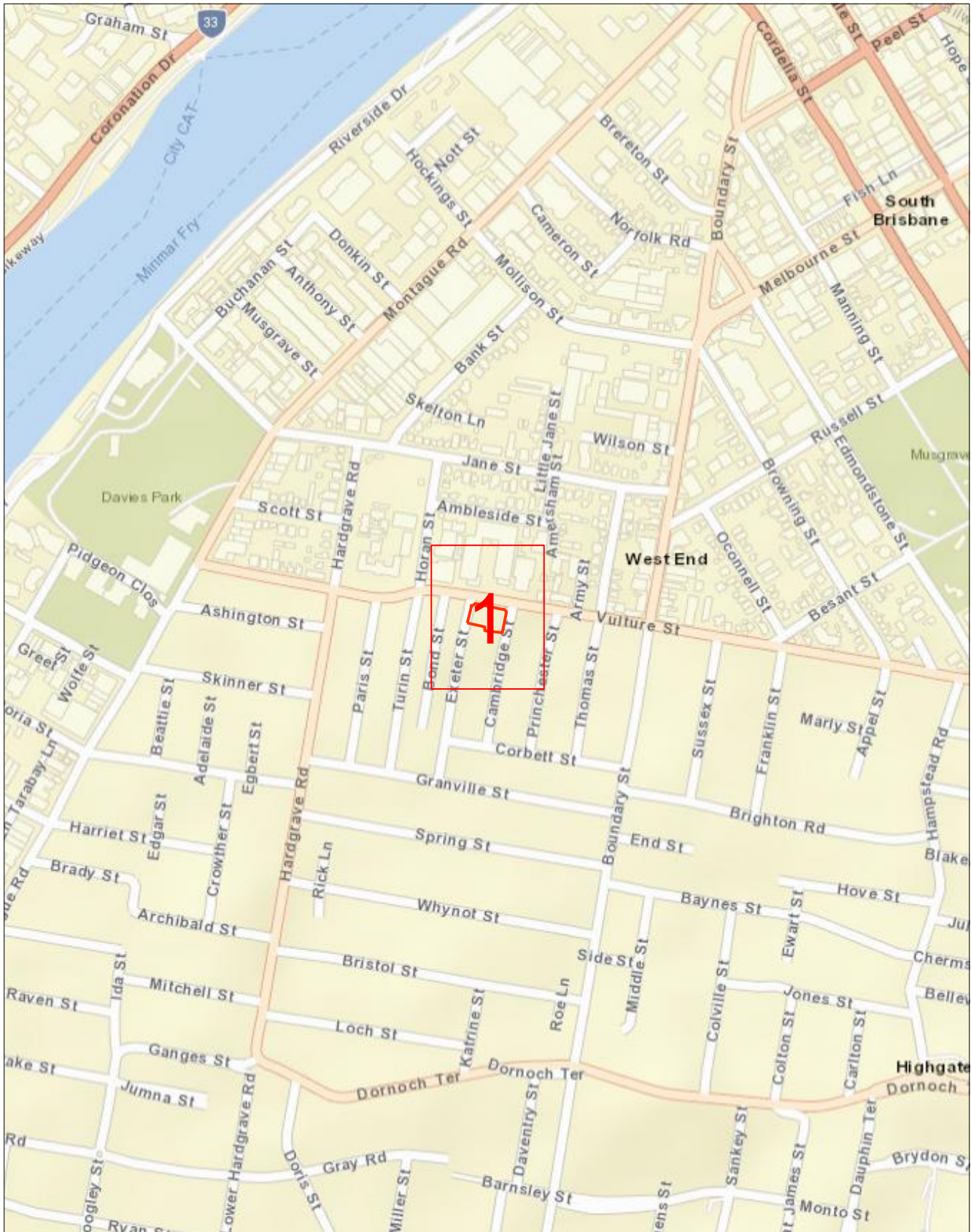
LOCALITY WEST END  
 PARISH SOUTH BRISBANE COUNTY STANLEY

LOCAL AUTHORITY BRISBANE CITY COUNCIL		SURV. A.W.
JOB NO. 12140	DWG FILE SR130273	DRAWN
DATE 19/01/2015		S.R.P.D.
HORIZONTAL DATUM SP264178	VERTICAL DATUM	CHECK
SCALE @ A3 1:200	PLAN REF. 12140 A3/3	A.W.

DRAWN - Stonfields  
SR130273  
12/140

**Site Address:** The Glass Factory West End Unit 105 57 Vulture St  
West End  
QLD 4101

**Sequence Number:** 273558339



Scale 1: 6000

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,  
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area



Map Key Area





Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,  
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area



Map Key Area



# Legend

## PIPE LEGEND: GAS TYPE AND PRESSURE

	Low pressure	Medium pressure	High pressure	Transmission
Natural gas				
Natural gas – proposed				
LPG (yellow dash)	<i>not applicable</i>			<i>not applicable</i>
Hydrogen blended (aqua dash)	<i>not applicable</i>			<i>not applicable</i>

## PIPE LEGEND: SPECIAL DESIGNATION

	Low pressure	Medium pressure	High pressure	Transmission
Critical main (yellow highlight)				
Casing (grey highlight)				<i>not applicable</i>

These designations typically apply to any pipe type and pressure

## PIPE LEGEND: OTHER STATUS

Abandoned pipe	
Idle or inactive pipe	

## ABBREVIATION

BoK	Back of kerb	FoK	Front of kerb
C	Depth of cover	NTI	Not tied in
CP	Cathodic protection		

## OBJECT SYMBOLS

Valve		CP test station		Syphon	
Buried valve		CP anode		Marker	
Regulator station		CP bond wire		Part service <sup>A</sup>	
Gas connected property		CP rectifier terminal		<sup>A</sup> A live gas service terminated underground within the property boundary, available for future extension to the gas meter.	

## PIPE CODE AND MATERIAL

P*	Polyethylene (PE)	CU	Copper
P3	Polyvinyl chloride (PVC)	N2	Nylon
S*	Steel	W2	Wrought galv iron
C*	Cast iron	W3	PE coat wrought galv iron

## INTERPRETATION EXAMPLE

High pressure, 40 mm polyethylene in an 80 mm cast iron casing

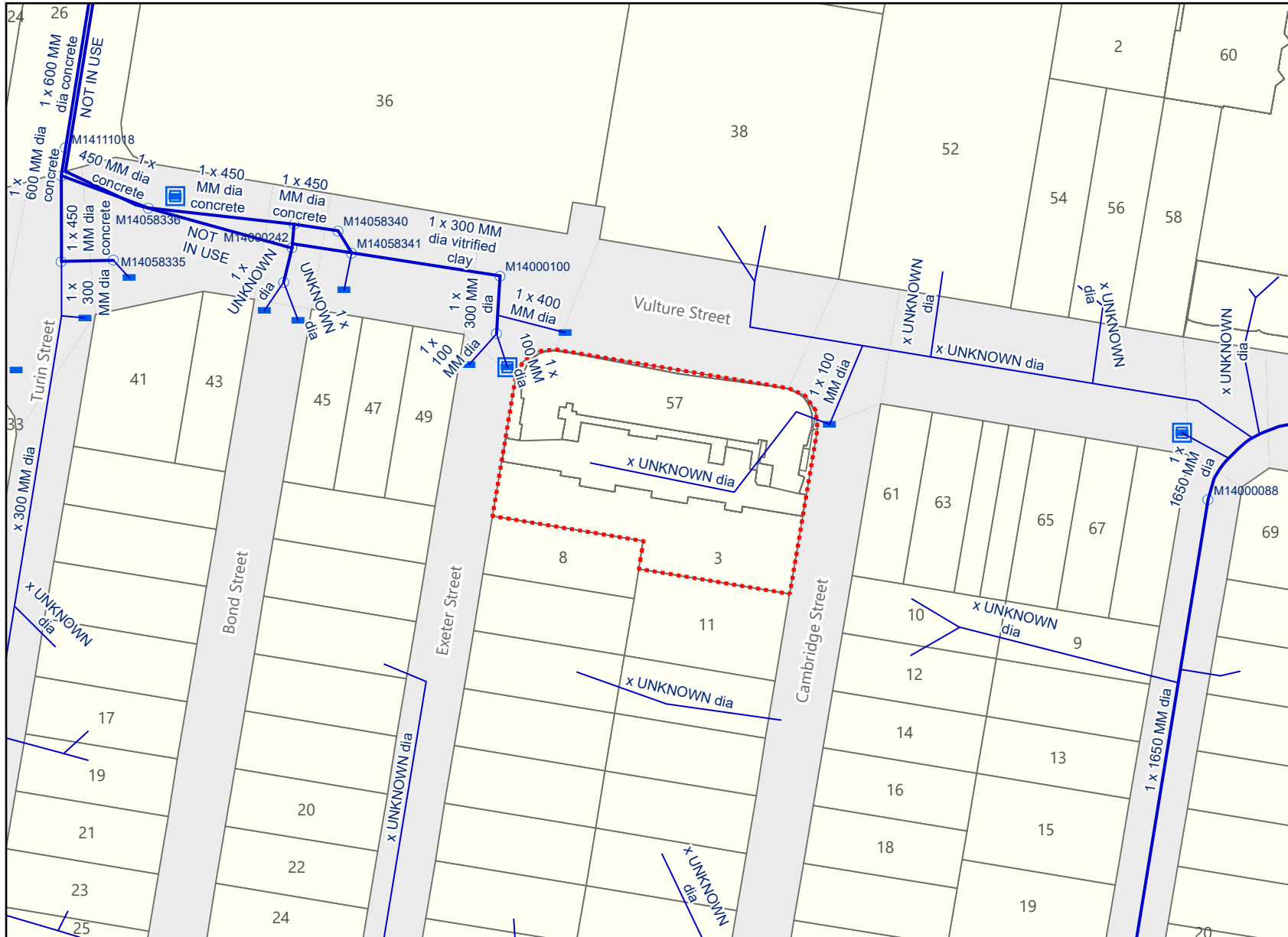
Medium pressure, 63 mm steel

Pipe diameter in millimetres is shown before pipe code.  
40P6 = 40 mm nominal diameter

*This map was created in colour and should be printed in colour*



**Job # 53260707**  
**Seq # 273558336**  
 Provider: Brisbane City Council  
 Telephone: (07) 3403 8888



### Legend

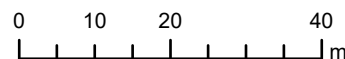
- BYDA Enquiry
- Stormwater Network**
- Stormwater Drain
- Stormwater Gully / Roofwater Connection
- Drain
- Stormwater Maintenance Hole
- Stormwater Gully Pit
- Stormwater Treatment Asset - Point

**Disclaimer:**  
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 In consideration of Council, and the copyright owners listed below, permitting the use of this data, you acknowledge and agree that Council, and the copyright owners, give no warranty in relation to the data (including accuracy, reliability, completeness, currency or suitability) and accept no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage), relating to any use of this data.  
 Data must not be used for direct marketing or be used in breach of the privacy laws.

Copyright of data is as follows:  
 Cadastre and Street Names © 2020 State of Queensland (Department of Natural Resources, Mines and Energy)

Caution: This map may contain the locations of abandoned underground asbestos pipes. Council gives no warranty to the completeness or accuracy of these records. Appropriate care needs to be taken in all cases.

In an emergency contact Brisbane City Council on 07 3403 8888  
 27/05/26 (valid for 30 days)



Scale 1:1,000



Plans generated by SmarterWX™ Automate













BYDA

Sequence: 273558341  
Date: 27/05/2026

Scale: 1:1025  
Tile No: **OVERVIEW**

**CAUTION - HIGH VOLTAGE**

LEGEND

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

AS5488 Category "D" Plan



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



BYDA

Sequence: 273558341  
Date: 27/05/2026

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

**CAUTION - HIGH VOLTAGE**

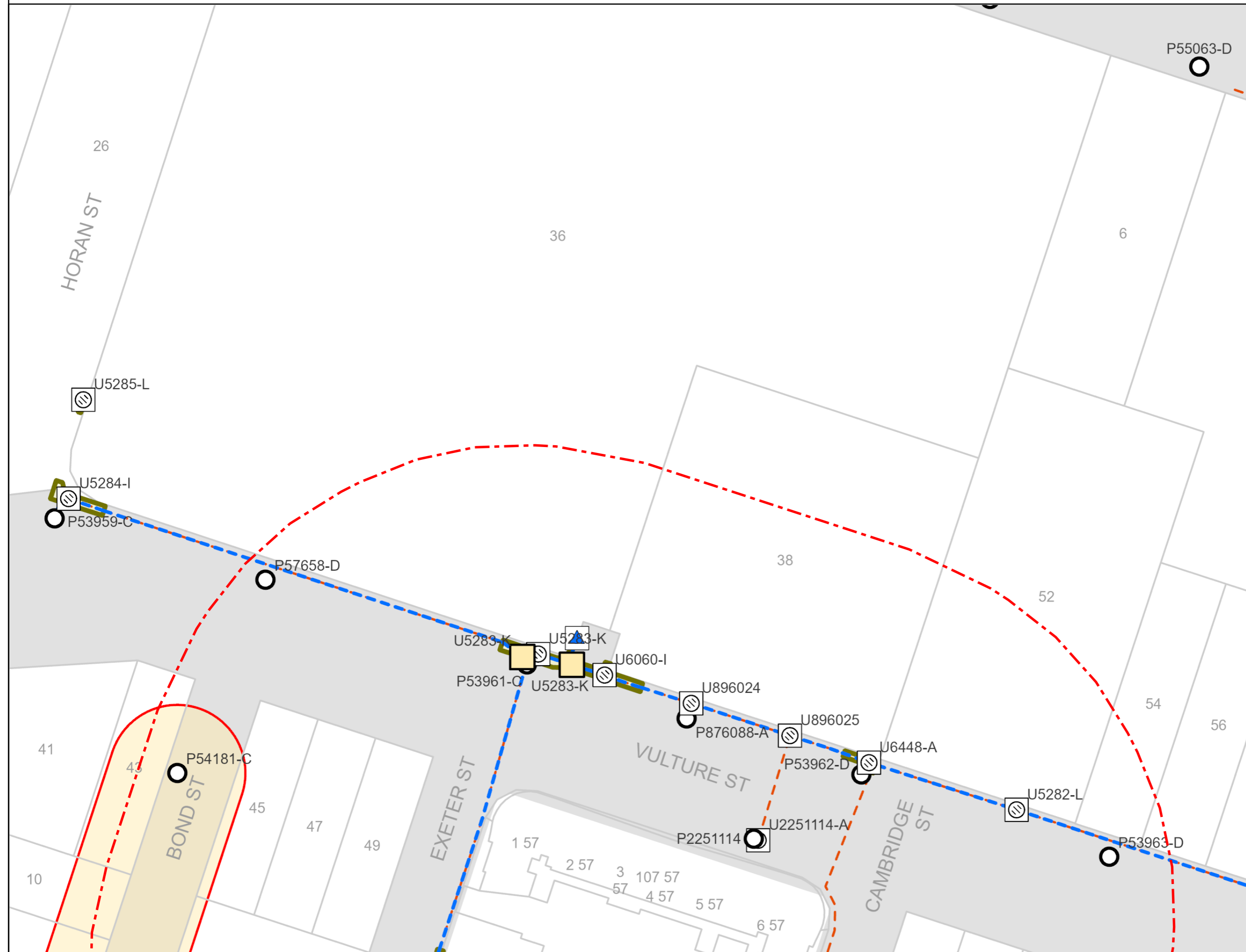
LEGEND

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

AS5488 Category "D" Plan



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BYDA

Sequence: 273558341  
Date: 27/05/2026

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

**CAUTION - HIGH VOLTAGE**

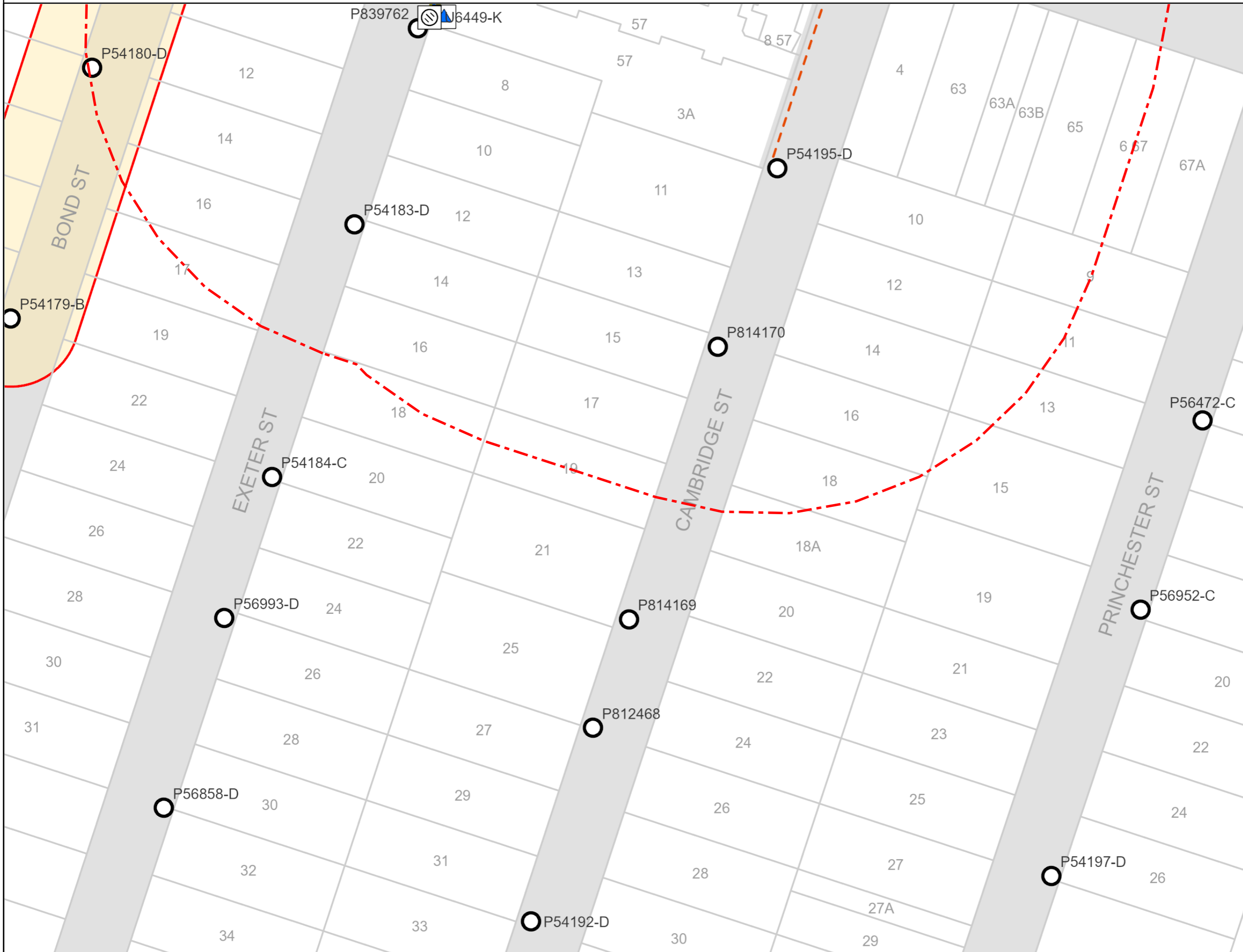
LEGEND

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

AS5488 Category "D" Plan



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



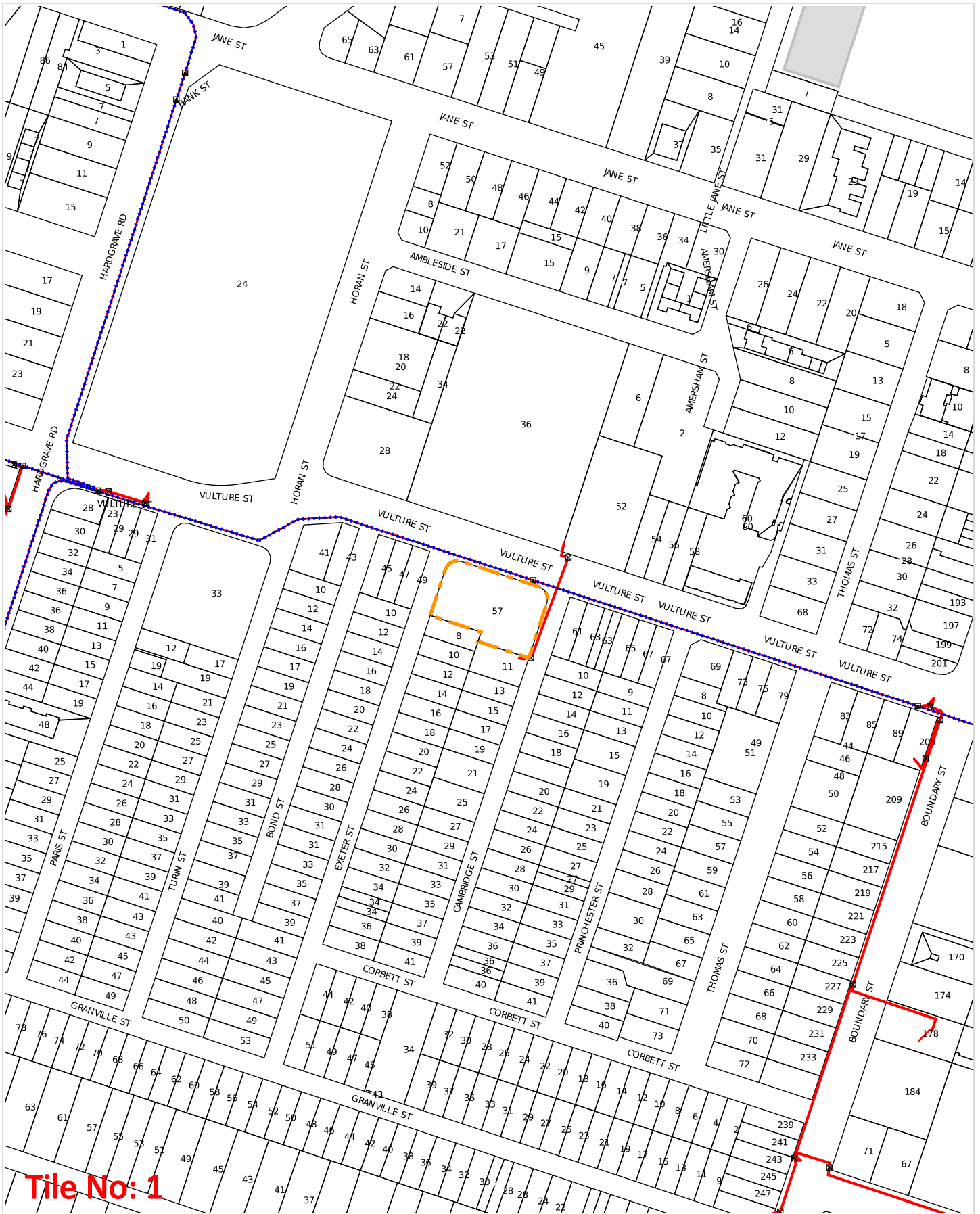


## LEGEND



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Copper/RF/Fibre) cables.
	Trench containing only <b>DESIGNED/PLANNED</b> (Copper/RF/Fibre/Power) cables.
	Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Power) cables.
	Road and the street name "Broadway ST"
Scale	 Meters 1:2000 1 cm equals 20 m





WARNING: This document is confidential and may also be privileged. Confidentiality nor privilege is not waived or destroyed by virtue of it being transmitted to an incorrect addressee. Unauthorised use of the contents is therefore strictly prohibited. Any information contained in this document that has been extracted from our records is believed to be accurate, but no responsibility is assumed for any error or omission. Optus Plans and information supplied are valid for 30 days from the date of issue. If this timeline has elapsed, please raise a new enquiry.

Sequence Number: 273558335

Date Generated: 27 May 2026



For all Optus DBYD plan enquiries –  
 Email: [Fibre.Locations@optus.net.au](mailto:Fibre.Locations@optus.net.au)  
 For urgent onsite assistance contact 1800 505 777  
 Optus Limited ACN 052 833 208



Type of Works	Clearance to Physical Location of Optus Asset
Heavy vehicle Traffic (over 3 tonnes)	<p>Not to be driven across Optus conduits with less than 600mm of cover.</p> <p>Not to be driven across Optus direct buried cable with less than 1.2 meters of cover.</p> <p>Once off crossings permitted, multiple crossing (e.g. road construction or logging) will require Optus approval.</p> <p>Accredited Optus Asset Locator to physically expose the Optus asset to verify actual depth.</p>
Mechanical Excavators, Farm Ploughing, Vertical Hole installation for water bore or fencing etc.	<p>Not within 1 meter.</p> <p>Accredited Optus Asset Locator to physically expose the Optus asset to verify actual location.</p>

**ASSET CLEARANCES AFTER COMPLETION OF WORKS**

All Optus pits and manholes must be a minimum of 1 meter from the back of any kerb, 3.5 meters of the road surface without a kerb or not within 15 meters of street intersection.

In urban areas Optus conduit must have the following minimum depth of cover:

- Footway 600mm;
- Roadway 1 meter at drain invert and at road centre crown.

In rural areas Optus conduit must have a minimum depth of cover of 1 meter and direct buried cable 1.2 meters.

In cases where it is considered that the above clearances cannot be maintained at the completion of works, advice must be sought from the relevant Optus Damages and Relocations Team (refer "Further Assistance").

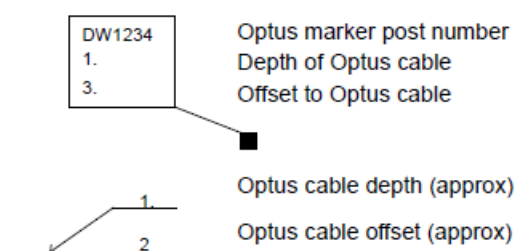
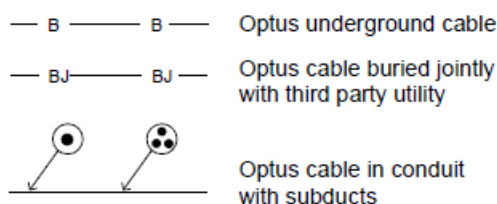
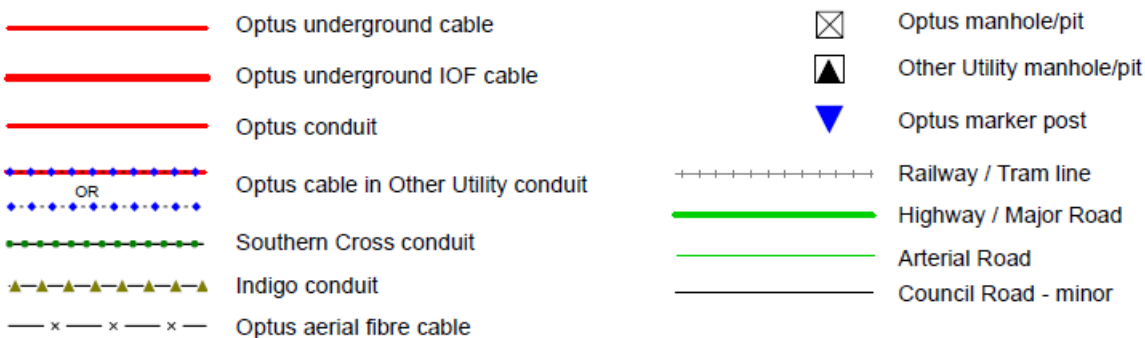
**FURTHER ASSISTANCE**

Further assistance on asset clearances, protection works, or relocation requirements can be obtained by contacting the relevant Optus Damages and Relocations Team on the following email address:

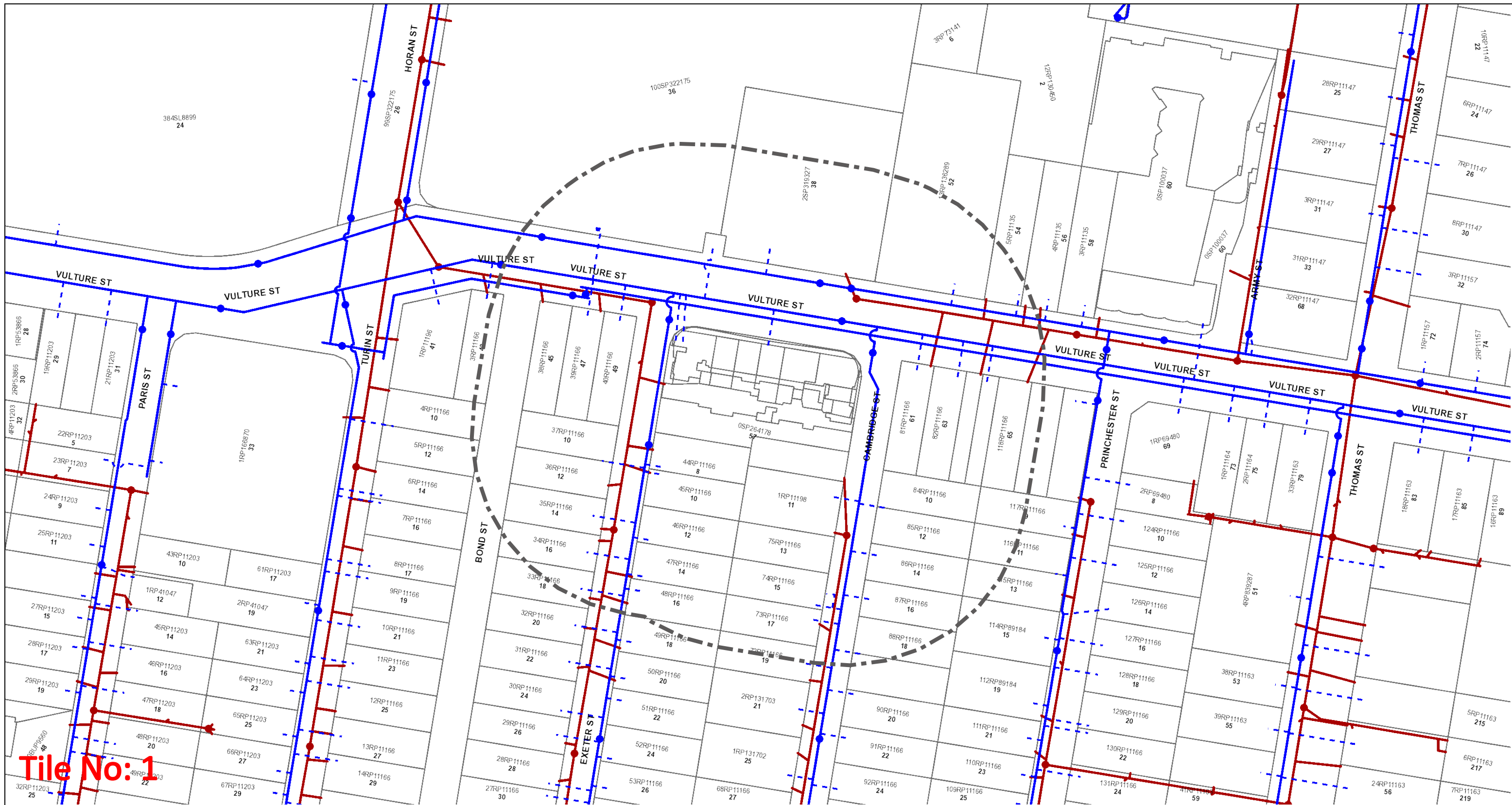
[NFODamages&RelocationsDropbox@optus.com.au](mailto:NFODamages&RelocationsDropbox@optus.com.au)

Further assistance relating to asset location drawings etc. can be obtained by contacting the Optus Network Operations Asset Analysis Team on 1800 505 777.


**OPTUS ENGINEERING DRAWING SYMBOLS**



# Urban Utilities - Water, Recycled Water and Sewer Infrastructure



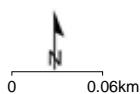
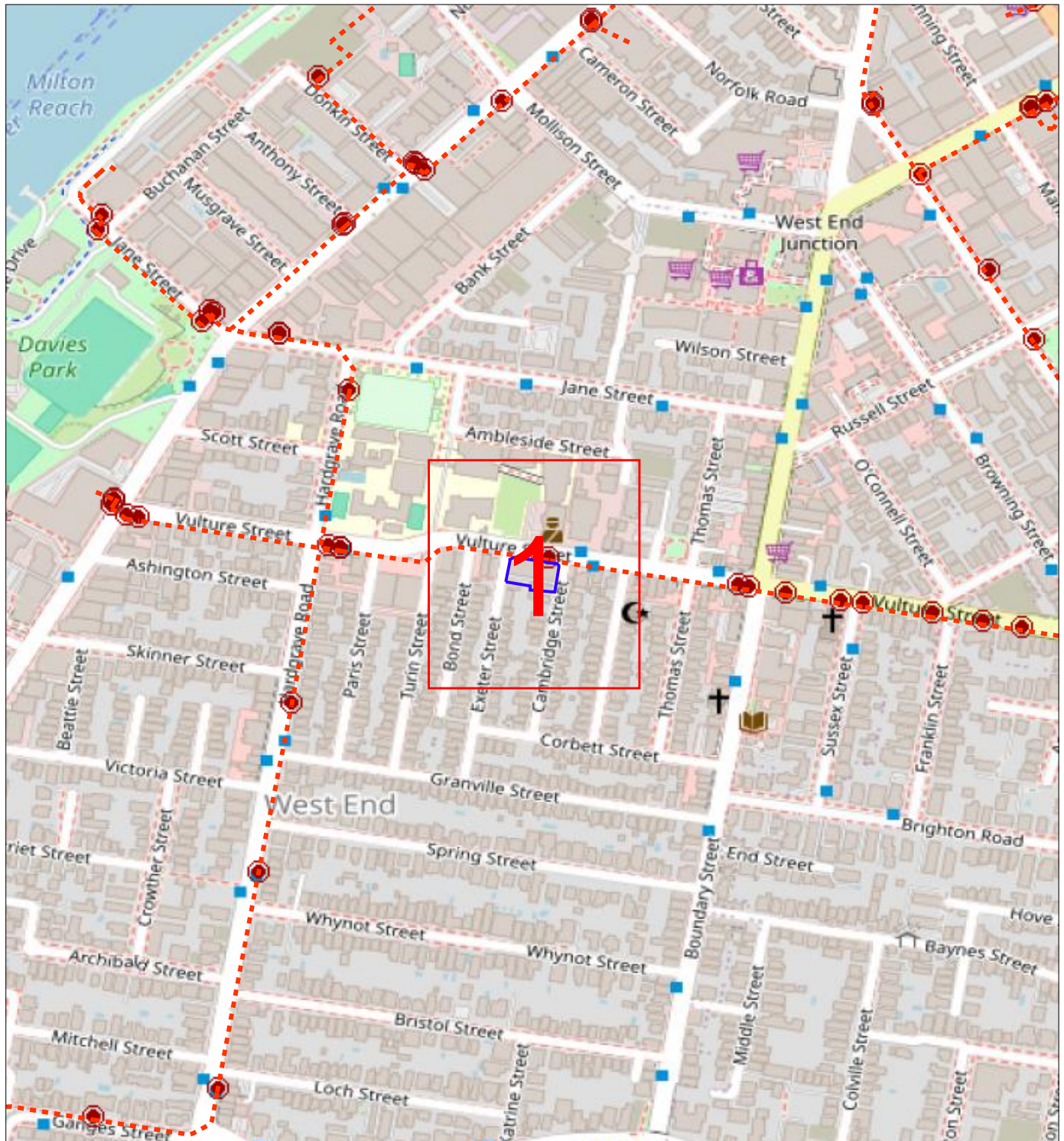
Tile No: 1

 <p><b>UrbanUtilities</b></p> <p>N</p> <p>Map Scale 1:1000</p>	<p><b>Before You Dig Australia- Urban Utilities Water, Recycled Water and Sewer Infrastructure</b></p> <p><b>BYDA Reference No: 273558338</b></p> <p>Date BYDA Ref Received: 27/05/2026 Date BYDA Job to Commence: 27/05/2026 Date BYDA Map Produced: 27/05/2026</p> <p>This Map is valid for 30 days      Produced By: Urban Utilities</p>	<table border="0"> <tr> <th>Sewer</th> <th>Water</th> <th>Recycled Water</th> </tr> <tr> <td>● Infrastructure</td> <td>● Infrastructure</td> <td>● Infrastructure</td> </tr> <tr> <td>◆ Major Infrastructure</td> <td>◆ Major Infrastructure</td> <td>◆ Major Infrastructure</td> </tr> <tr> <td>— Network Pipelines</td> <td>— Network Pipelines</td> <td>— Network Pipelines</td> </tr> <tr> <td>▨ Network Structures</td> <td>▨ Network Structures</td> <td>▨ Network Structures</td> </tr> <tr> <td></td> <td>- - - Water Service (Indicative only)</td> <td></td> </tr> </table>	Sewer	Water	Recycled Water	● Infrastructure	● Infrastructure	● Infrastructure	◆ Major Infrastructure	◆ Major Infrastructure	◆ Major Infrastructure	— Network Pipelines	— Network Pipelines	— Network Pipelines	▨ Network Structures	▨ Network Structures	▨ Network Structures		- - - Water Service (Indicative only)		<p>While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Urban Utilities nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.</p> <p>The plans are indicative and approximate only and provided without warranties of any kind, express or implied including in relation to accuracy, completeness, correctness, currency or fitness for purpose.</p> <p>Urban Utilities takes no responsibility and accepts no liability for any loss, damage, costs or liability that may be incurred by any person acting in reliance on the information provided on the plans.</p> <p>This plan should be used as guide only. Any dimensions should be confirmed on site by the relevant authority.</p> <p>Based on or contains data provided by the State of Queensland (Department of Natural Resources and Mines) [2020]. In consideration of the State permitting the use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws. © State of Queensland Department of Natural Resources and Mines [2020]</p> <p>For further information, please call Urban Utilities on 13 26 57 (8am-6pm weekdays). Faults and emergencies 13 23 64 (24/7). <a href="http://www.urbanutilities.com.au">www.urbanutilities.com.au</a></p> <p>ABN 86 673 835 011</p>
Sewer	Water	Recycled Water																			
● Infrastructure	● Infrastructure	● Infrastructure																			
◆ Major Infrastructure	◆ Major Infrastructure	◆ Major Infrastructure																			
— Network Pipelines	— Network Pipelines	— Network Pipelines																			
▨ Network Structures	▨ Network Structures	▨ Network Structures																			
	- - - Water Service (Indicative only)																				

# Overview Map

Sequence No: 273558342

The Glass Factory West End Unit 105 57 Vulture St West End



### LEGEND:

- - - - - Superloop/Uecomm duct
- Superloop/Uecomm pit
- Property Boundary
- Affected BYDA Work Area

1 Detail Map

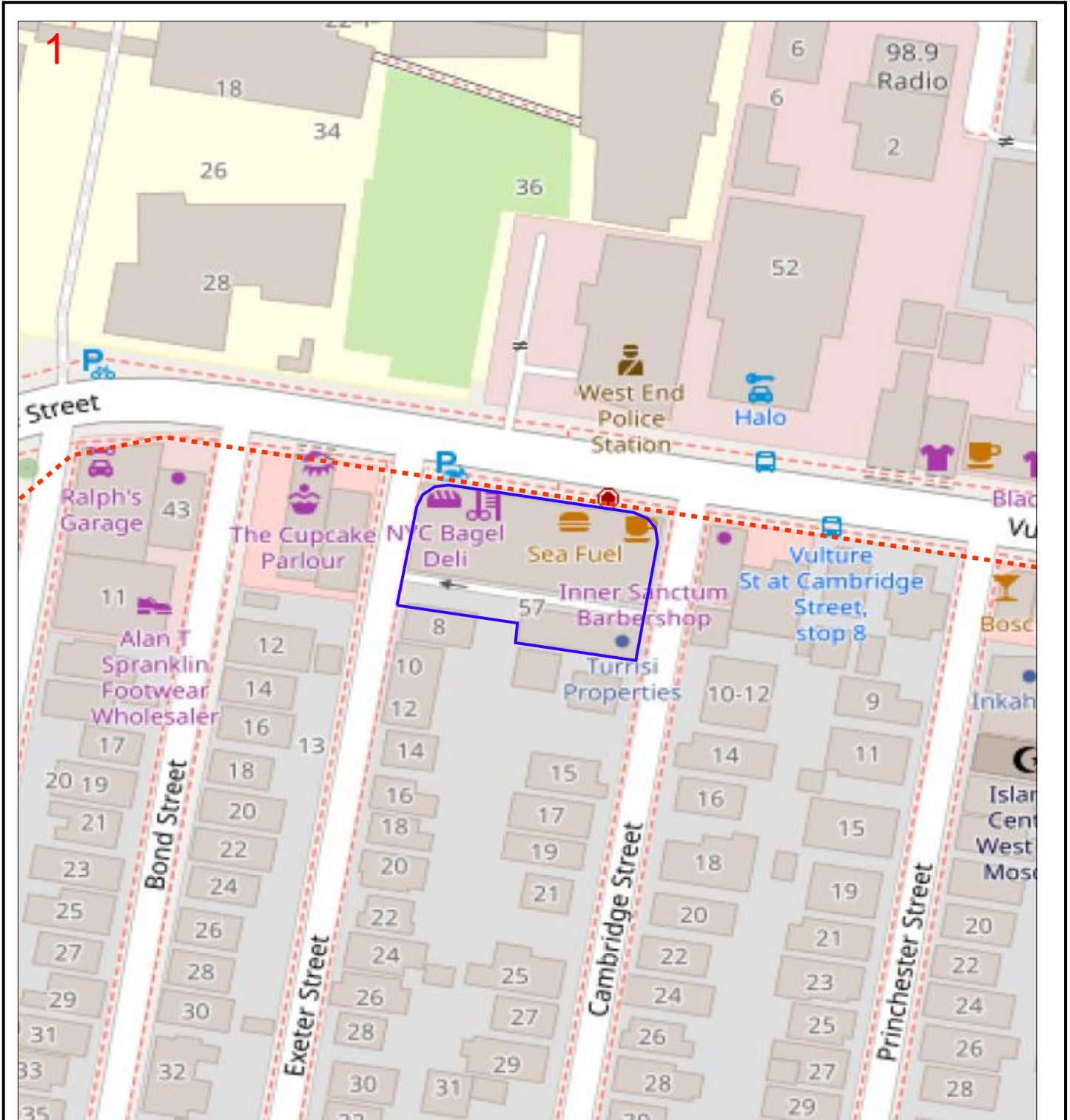
Superloop does not accept any liability for inaccuracies or any lack of information on the plans, or any damage to Superloop assets resulting from, or in connection with the information provided.

Background layer sourced from Open Street Maps

# Map 1

Sequence No: 273558342

The Glass Factory West End Unit 105 57 Vulture St West End



### LEGEND:

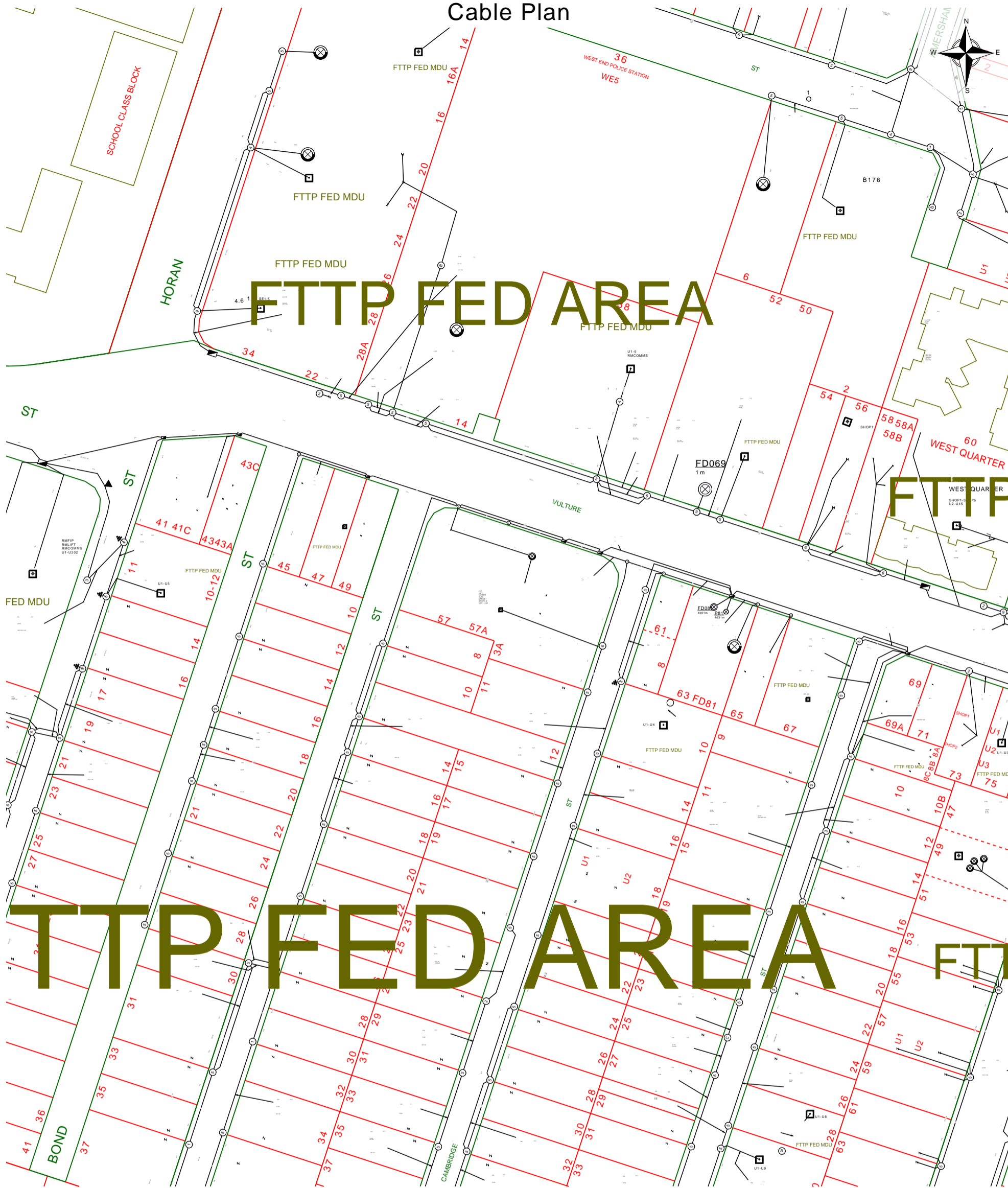
- ..... Superloop/Uecomm duct
- Superloop/Uecomm pit
- Property Boundary
- Affected BYDA Work Area

1 Detail Map

Superloop does not accept any liability for inaccuracies or any lack of information on the plans, or any damage to Superloop assets resulting from, or in connection with the information provided.

Background layer sourced from Open Street Maps

# Cable Plan



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

Sequence Number: 273558340

TELSTRA LIMITED A.C.N. 086 174 781

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

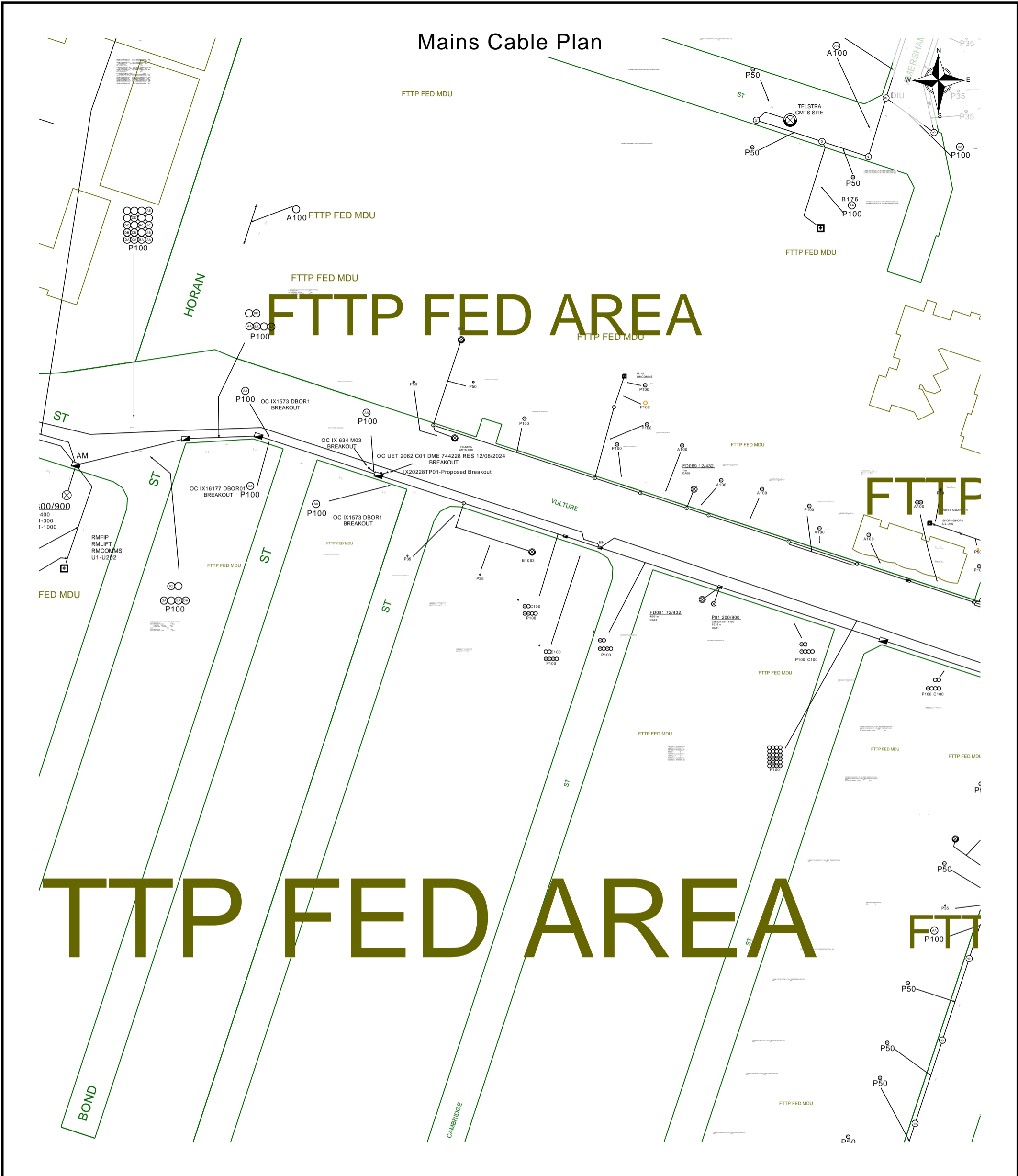
Generated On 27/05/2026 09:03:37

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

**WARNING**  
 Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

# Mains Cable Plan



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

**WARNING**  
 Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

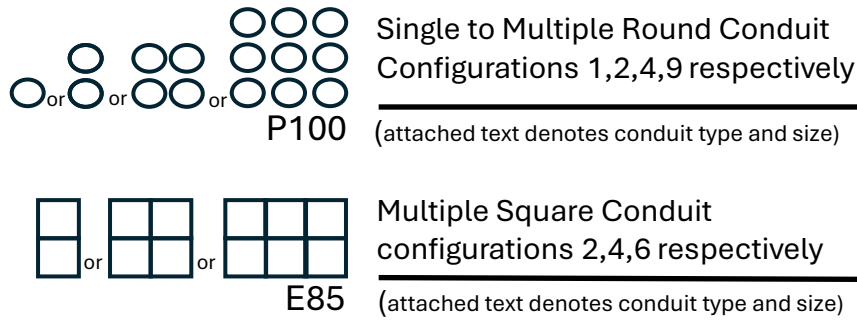
See the Steps- Telstra Duty of Care that was provided in the email response.

# LEGEND



	<b>Lead-in terminates at a Customer Address</b>
	<b>Exchange</b> Major Cable Present
	Pillar / Cabinet Above ground Free Standing
	Above ground Complex Equipment Please note: Powered by 240v electricity
OC	Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned
DIST	Distribution cables in Main Cable Ducts
MC	Main Cable ducts on a Distribution Plan
	Blocked or Damaged Duct
	Footway Access Chamber (can vary between 1-lid to 12-lid)
	NBN Pillar
	Third Party Owned Network Non-Telstra

	Cable Jointing Pit Number / Letter indicating Pit type/size
	Elevated Joint (above ground joint on buried cable)
	Telstra Plant in shared Utility trench
	Aerial cable / or cable on wall
	Aerial cable (attached to joint use Pole e.g., Power Pole)
	Marker Post Installed
	Buried Transponder
	Marker Post & Transponder
	Optical Fibre Cable Direct Buried
	Direct Buried Cable
	nbn owned network



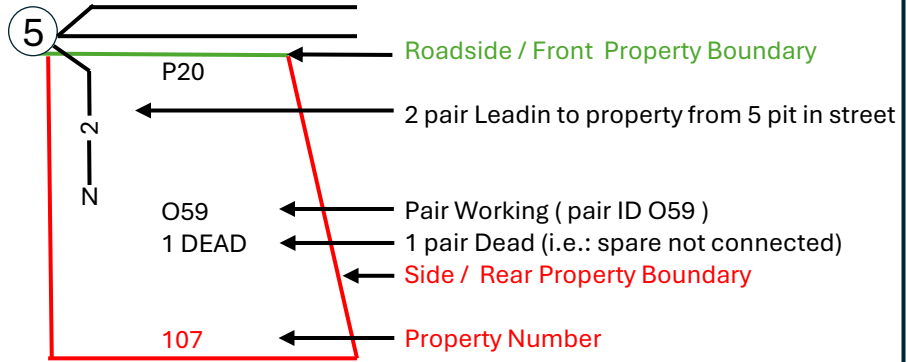
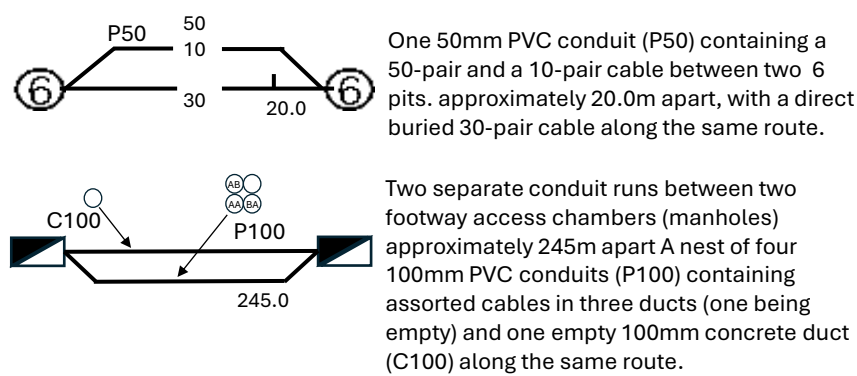
**Some examples of conduit type and size:**

A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galvanised Iron, E - Earthenware

Conduit sizes nominally range from 20mm to 100mm

P50 50mm PVC conduit  
P100 100mm PVC conduit  
A100 100mm asbestos cement conduit

## Some Examples of how to read Telstra Plans



# The 5 Ps of Safe Excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

<h2>Plan</h2> <p>Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.</p>	<h2>Prepare</h2> <p>Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.</p>	<h2>Pothole</h2> <p>Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.</p>	<h2>Protect</h2> <p>Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.</p>	<h2>Proceed</h2> <p>Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.</p>
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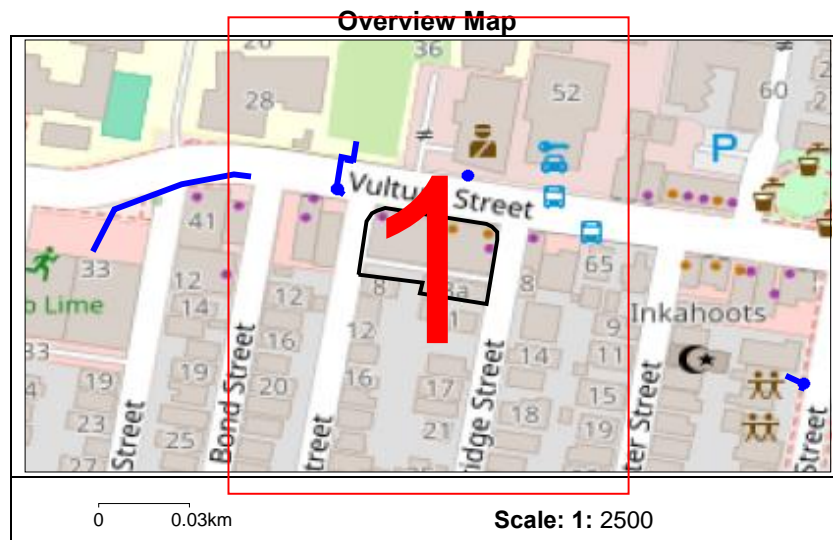
- Use suitably qualified and supervised professionals, particularly if you are working near assets that contain electricity cables or gas pipes.
- Ensure the below minimum clearance distances between the construction activities and the actual location of our assets are met. If you need clearance distances for our above ground assets, or if the below distances cannot be met, call **1800 786 306** to discuss.

**Minimum assets clearance distances.**

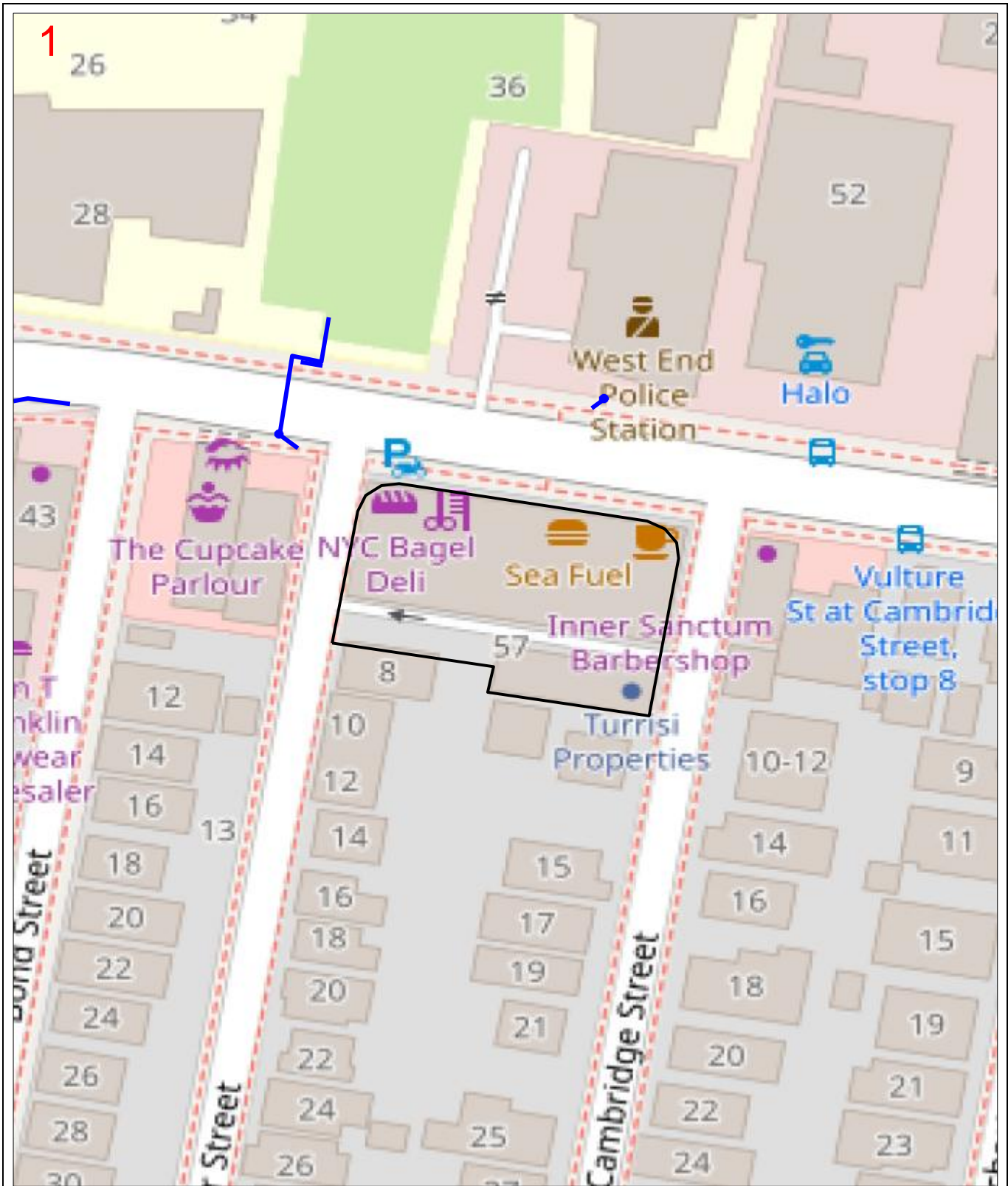
- 300mm when laying asset in-line, horizontal or vertical.
  - 1000mm when operating vibrating equipment. Eg: vibrating plates. No vibrating equipment on top of asset.
  - 1000mm when operating mechanical excavators or jackhammers/pneumatic breakers.
  - 2000mm when performing directional bore in-line, horizontal and vertical.
  - No heavy vehicle over 3 tonnes to be driven over asset with less than 600mm of cover.
- Reinstate exposed Pipe Networks network infrastructure back to original state.

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- Privacy Notice – Your information has been provided to us by Before You Dig Australia to respond to your Before You Dig Australia enquiry. We will keep your personal information in accordance with Pipe Networks’s privacy policy.
- Confidentiality – The information we have provided to you is confidential and is to be used only for planning and designing purposes in connection with your Before You Dig Australia enquiry. Please dispose of the information by shredding or other secure disposal method after use. We retain all intellectual property rights (including copyrights) in all our documents and plans.



Pipe Networks Pty Limited



Enquiry Number: 273558337

Map Sheet: 1

Scale: 1: 750

0 0.008km



**LEGEND**

BYDA Work Area



- AAPT/PowerTel Pit ●
- AAPT/PowerTel Duct —
- DDA Pit ●
- DDA Duct —
- Agile/Adam Pit ●
- Agile/Adam Duct —

- TransACT Pit ●
- TransACT Duct —
- SOUL Pattinson Telecoms Pit ●
- SOUL Pattinson Telecoms Duct —
- PIPE Networks Pit ●
- PIPE Networks Duct —

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