



Strata and Community Title Services

Brisbane Office
357 Logan Road,
Greenslopes Qld 4120
PO Box 709,
Coorparoo LPO, Qld 4151

T 07 3917 6300

Whittles Brisbane Pty Ltd
ABN 18 116 746 340

www.whittles.com.au

02/04/25

Dear Sir/Madam

RE: **Section 206 - Disclosure Statement**
ROSE-WOOD VILLAS CTS 20381
Plan Number: GRP2683
Community Title Scheme Number: 020381
3 COSTATA STREET, HILLCREST
ABN: 40895208263
Lot: 00029
OWNER: R W Grigor

Secretary: Whittles Brisbane Pty Ltd
PO Box 709
Coorparoo QLD 4151

P - 07 3917-6300
E - info.brisbane@whittles.com.au

Body Corporate
Manager: Whittles Brisbane Pty Ltd
PO Box 709
Coorparoo QLD 4151

P - 07 3917-6300
E - info.brisbane@whittles.com.au

Committee: The Body Corporate has a Committee as stated under the applicable Regulation Module (and Whittles Body Corporate Management Pty Ltd has been appointed to perform the function of the Committee for the provision of information relating to the Body Corporate and Community Management Act 1997).

Levies Determined By The Body Corporate For This Lot:

Administrative Fund - Based on contribution schedule lot entitlements

Administrative Fund	Amount	Due Date	Discount	If Paid By	Date Paid
01/04/24 to 30/06/24	\$681.00	01/04/24	\$136.20	01/04/24	29/04/24
01/07/24 to 30/09/24	\$688.00	18/07/24	\$137.60	18/07/24	18/07/24
01/10/24 to 31/12/24	\$688.00	01/10/24	\$137.60	01/10/24	03/10/24
01/01/25 to 31/03/25	\$688.00	01/01/25	\$137.60	01/01/25	17/02/25
01/04/25 to 30/06/25 Interim	\$688.00	01/04/25	\$137.60	01/04/25	17/02/25

Sinking Fund - Based on contribution schedule lot entitlements

Sinking Fund	Amount	Due Date	Discount	If Paid By	Date Paid
01/04/24 to 30/06/24	\$82.00	01/04/24	\$16.40	01/04/24	29/04/24
01/07/24 to 30/09/24	\$88.00	18/07/24	\$17.60	18/07/24	18/07/24
01/10/24 to 31/12/24	\$88.00	01/10/24	\$17.60	01/10/24	03/10/24
01/01/25 to 31/03/25	\$88.00	01/01/25	\$17.60	01/01/25	17/02/25
01/04/25 to 30/06/25 Interim	\$88.00	01/04/25	\$17.60	01/04/25	17/02/25

Improvements On Common Property For Which Buyer Will Be Responsible:

Any improvements made by the Lot Owner with authorisation of the Body Corporate.

Community Management Statement:

The attached Community Management Statement includes information relating to the Regulation Module, Contribution Schedule Lot Entitlements and Interest Schedule Lot Entitlements.

Body Corporate Assets Required To Be Recorded On The Register: Nil

Lot Entitlements:

The Lot contribution lot entitlement value is 1 of a total 86.

The Lot interest lot entitlement value is 1 of a total 86.

Balance of Sinking fund at 02/04/2025 was \$80,384.36CR.

Insurance Levies Not Included In Administrative Fund Levies:

N/A

Monetary Liability Under Exclusive Use By-Law

As per the attached Community Management Statement.

Insurance:

Please refer to the attached Certificate of Currency / Certificate of Insurance.

Mortgages or Securities Over Body Corporate Assets: Nil

Information Prescribed Under Regulation Module:

Standard Format Plan - Accommodation Module

.....
Seller/Sellers Agent Name Witness Name Date

.....
Seller/Sellers Agent Signature Witness Signature Date

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

.....
Buyer's Name Witness Name Date

.....
Buyer's Signature Witness Signature Date

TAX INVOICE

02/04/2025

Whittles Brisbane Pty Ltd
ABN 18 116 746 340
PO Box 709
Coorparoo QLD 4151

R W Grigor
74A DENMAN PARADE
NORMANHURST NSW 2076

DESCRIPTION: Searching and completing document for provisions of Section 206,
Body Corporate and Community Management Act 1997,
Lot 00029 at 3 COSTATA STREET, HILLCREST

ROSE-WOOD VILLAS CTS 20381

FEE:	As prescribed	\$168.18	PAID
	Plus 10% GST	\$16.81	PAID
TOTAL DUE:		<hr/> \$185.00	PAID

OWNER: R W Grigor

With Compliments



FORM 14 - GENERAL REQUEST

Version 2

Land Title Act 1994 and Land Act 1962

Queensland Land Registry

Stamp Duty Imprint



702713682

\$50.00

04/06/1998 11:42

BH 470

1. Nature of Request

RECORD NEW COMMUNITY MANAGEMENT STATEMENT

Lodger Name, address & phone number LODGER CODE

LOGAN BODY CORPORATE SERVICE
P O BOX 460 SUNNYBANK 4109
Ph. 018 782 700

2. Description of Lot

County

Parish

Title Reference

COMMON PROPERTY OF
ROSE-WOOD VILLAS
COMMUNITY TITLES SCHEME
20381

STANLEY

YEERONGPILLY

19302579

3. Registered Proprietor / Crown-Lessee

BODY CORPORATE FOR ROSE-WOOD ~~COMMUNITY~~ VILLAS
COMMUNITY TITLES SCHEME 20381

4. Interest

FEE SIMPLE

5. Applicant

BODY CORPORATE FOR ROSE-WOOD VILLAS
COMMUNITY TITLES SCHEME 20381

6. Request

I hereby request that: THE NEW COMMUNITY MANAGEMENT STATEMENT DEPOSITED HERewith WHICH AMENDS THE EXISTING CMS BY ALTERING THE REGULATION TO THE ACCOMMODATION MODULE BE RECORDED AS THE COMMUNITY MANAGEMENT STATEMENT FOR ROSE-WOOD VILLAS COMMUNITY TITLES SCHEME 20381

7. Execution by Applicant

\$ SHORT FEE
\$ 25 REQUISITION FEE
- 6 AUG 1998
Paid Vide No. 4918



Execution Date

02 106198

Applicant's or Solicitor's Signature

Mike Golden CHAIRMAN
Mike Golden SECRETARY
(MEMBERS OF THE COMMITTEE)

Note: A solicitor is required to print full name if signing on behalf of the applicant

FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

Page 1 of 20
4/20

TITLE REFERENCE 19302579

20381

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

1. Name of community titles scheme

ROSE-WOOD VILLAS COMMUNITY TITLES SCHEME
20381

2. Regulation module

ACCOMMODATION MODULE

3. Name of body corporate

BODY CORPORATE FOR ROSE-WOOD VILLAS COMMUNITY TITLES SCHEME 20381

4. Scheme land

SEE ATTACHED SCHEDULE

5. Name and address of original owner

NOT APPLICABLE

first community management statement only

6. Reference to plan lodged with this statement

NOT APPLICABLE

7. Local Government community management statement notation

NOT APPLICABLE PURSUANT TO SECTION 54(4) OF THE BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997

.....signed

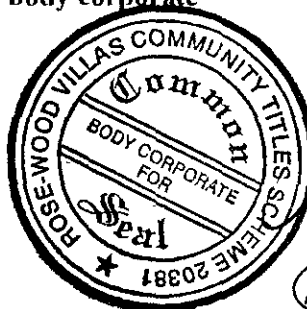
.....name and designation

.....name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date

02 / 06 / 98



*Execution

[Signature] CHAIRMAN

 Mike Golden SECRETARY
 (MEMBERS OF THE COMMITTEE)

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

4. SCHEME LAND

Description of Land	County	Parish	Title Reference
Common property for Rose-wood Villas Community Titles Scheme 20381	Stanley	Mitchell	19302579
Lot 1 on GTP 2579	Stanley	Mitchell	18120132
Lot 2 on GTP 2579	Stanley	Mitchell	18120133
Lot 3 on GTP 2579	Stanley	Mitchell	18120134
Lot 4 on GTP 2579	Stanley	Mitchell	18120135
Lot 5 on GTP 2579	Stanley	Mitchell	18120136
Lot 6 on GTP 2579	Stanley	Mitchell	18120137
Lot 7 on GTP 2579	Stanley	Mitchell	18120138
Lot 8 on GTP 2579	Stanley	Mitchell	18120139
Lot 9 on GTP 2579	Stanley	Mitchell	18120140
Lot 10 on GTP 2579	Stanley	Mitchell	18120141
Lot 11 on GTP 2579	Stanley	Mitchell	18120142
Lot 12 on GTP 2579	Stanley	Mitchell	18120143
Lot 13 on GTP 2579	Stanley	Mitchell	18120144
Lot 14 on GTP 2579	Stanley	Mitchell	18120145
Lot 15 on GTP 2579	Stanley	Mitchell	18120146
Lot 16 on GTP 2579	Stanley	Mitchell	18120147
Lot 17 on GTP 2579	Stanley	Mitchell	18120148
Lot 18 on GTP 2579	Stanley	Mitchell	18120149
Lot 19 on GTP 2579	Stanley	Mitchell	18120150
Lot 20 on GTP 2579	Stanley	Mitchell	18120151
Lot 21 on GTP 2579	Stanley	Mitchell	18120152
Lot 22 on GTP 2579	Stanley	Mitchell	18120153
Lot 23 on GTP 2579	Stanley	Mitchell	18120154
Lot 24 on GTP 2579	Stanley	Mitchell	18120155
Lot 25 on GTP 2579	Stanley	Mitchell	18120156
Lot 26 on GTP 2579	Stanley	Mitchell	18120157
Lot 54 on GTP 2579	Stanley	Mitchell	18169107
Lot 56 on GTP 2579	Stanley	Mitchell	18169109
Lot 28 on GRP 2683	Stanley	Mitchell	18167050
Lot 29 on GRP 2683	Stanley	Mitchell	18167051
Lot 30 on GRP 2683	Stanley	Mitchell	18167052
Lot 31 on GRP 2683	Stanley	Mitchell	18167053
Lot 32 on GRP 2683	Stanley	Mitchell	18167054
Lot 33 on GRP 2683	Stanley	Mitchell	18167055
Lot 34 on GRP 2683	Stanley	Mitchell	18167056
Lot 35 on GRP 2683	Stanley	Mitchell	18167057
Lot 36 on GRP 2683	Stanley	Mitchell	18167058
Lot 37 on GRP 2683	Stanley	Mitchell	18167059
Lot 38 on GRP 2683	Stanley	Mitchell	18167060

Title Reference

19302579. 18120132. 18120133. 18120134. 18120135. 18120136. 18120137. 18120138. 18120139. 18120140. 18120141. 18120142. 18120143. 18120144. 18120145. 18120146. 18120147. 18120148. 18120149. 18120150. 18120151. 18120152. 18120153. 18120154. 18120155. 18120156. 18120157. 18169107. 18169109. 18167050. 18167051. 18167052. 18167053. 18167054. 18167055. 18167056. 18167057. 18167058. 18167059. 18167060. 18167061. 18167062. 18167063. 18167064. 18167065. 18167066. 18167067. 18167068. 18167069. 18167070. 18169103. 18169104. 18169105. 18169106. 18169108. 18169110. 18169111. 18169112. 18169113. 18169114. 18169115. 18169116. 18169117. 18169118. 18169119. 18169120. 18176091. 18176092. 18176093. 18176094. 18176095. 18176096. 18176097. 18176098. 18176099. 18176100. 18176101. 18176102. 18176103. 18176104. 18176105. 18176106. 18176107. 18176108. 18176109. 18176110. 18176111.

| | | | |
|--------------------|---------|----------|----------|
| Lot 39 on GRP 2683 | Stanley | Mitchell | 18167061 |
| Lot 40 on GRP 2683 | Stanley | Mitchell | 18167062 |
| Lot 41 on GRP 2683 | Stanley | Mitchell | 18167063 |
| Lot 42 on GRP 2683 | Stanley | Mitchell | 18167064 |
| Lot 43 on GRP 2683 | Stanley | Mitchell | 18167065 |
| Lot 44 on GRP 2683 | Stanley | Mitchell | 18167066 |
| Lot 45 on GRP 2683 | Stanley | Mitchell | 18167067 |
| Lot 46 on GRP 2683 | Stanley | Mitchell | 18167068 |
| Lot 47 on GRP 2683 | Stanley | Mitchell | 18167069 |
| Lot 48 on GRP 2683 | Stanley | Mitchell | 18167070 |
| Lot 50 on GRP 2703 | Stanley | Mitchell | 18169103 |
| Lot 51 on GRP 2703 | Stanley | Mitchell | 18169104 |
| Lot 52 on GRP 2703 | Stanley | Mitchell | 18169105 |
| Lot 53 on GRP 2703 | Stanley | Mitchell | 18169106 |
| Lot 55 on GRP 2703 | Stanley | Mitchell | 18169108 |
| Lot 57 on GRP 2703 | Stanley | Mitchell | 18169110 |
| Lot 58 on GRP 2703 | Stanley | Mitchell | 18169111 |
| Lot 59 on GRP 2703 | Stanley | Mitchell | 18169112 |
| Lot 60 on GRP 2703 | Stanley | Mitchell | 18169113 |
| Lot 61 on GRP 2703 | Stanley | Mitchell | 18169114 |
| Lot 62 on GRP 2703 | Stanley | Mitchell | 18169115 |
| Lot 63 on GRP 2703 | Stanley | Mitchell | 18169116 |
| Lot 64 on GRP 2703 | Stanley | Mitchell | 18169117 |
| Lot 65 on GRP 2703 | Stanley | Mitchell | 18169118 |
| Lot 66 on GRP 2703 | Stanley | Mitchell | 18169119 |
| Lot 67 on GRP 2703 | Stanley | Mitchell | 18169120 |
| Lot 69 on GRP 2713 | Stanley | Mitchell | 18176091 |
| Lot 70 on GRP 2713 | Stanley | Mitchell | 18176092 |
| Lot 71 on GRP 2713 | Stanley | Mitchell | 18176093 |
| Lot 72 on GRP 2713 | Stanley | Mitchell | 18176094 |
| Lot 73 on GRP 2713 | Stanley | Mitchell | 18176095 |
| Lot 74 on GRP 2713 | Stanley | Mitchell | 18176096 |
| Lot 75 on GRP 2713 | Stanley | Mitchell | 18176097 |
| Lot 76 on GRP 2713 | Stanley | Mitchell | 18176098 |
| Lot 77 on GRP 2713 | Stanley | Mitchell | 18176199 |
| Lot 78 on GRP 2713 | Stanley | Mitchell | 18176100 |
| Lot 79 on GRP 2713 | Stanley | Mitchell | 18176101 |
| Lot 80 on GRP 2713 | Stanley | Mitchell | 18176102 |
| Lot 81 on GRP 2713 | Stanley | Mitchell | 18176103 |
| Lot 82 on GRP 2713 | Stanley | Mitchell | 18176104 |
| Lot 83 on GRP 2713 | Stanley | Mitchell | 18176105 |
| Lot 84 on GRP 2713 | Stanley | Mitchell | 18176106 |
| Lot 85 on GRP 2713 | Stanley | Mitchell | 18176107 |
| Lot 86 on GRP 2713 | Stanley | Mitchell | 18176108 |

Title Reference

19302579. 18120132. 18120133. 18120134. 18120135. 18120136. 18120137. 18120138. 18120139. 18120140. 18120141.
18120142. 18120143. 18120144. 18120145. 18120146. 18120147. 18120148. 18120149. 18120150. 18120151. 18120152.
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18176102. 18176103. 18176104. 18176105. 18176106. 18176107. 18176108. 18176109. 18176110. 18176111.

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|--------------------|---------|----------|----------|
| Lot 87 on GRP 2713 | Stanley | Mitchell | 18176109 |
| Lot 88 on GRP 2713 | Stanley | Mitchell | 18176110 |
| Lot 89 on GRP 2713 | Stanley | Mitchell | 18176111 |

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

| Lot on Plan | Contribution | Interest |
|--------------------|--------------|----------|
| Lot 1 on GTP 2579 | | 1 |
| Lot 2 on GTP 2579 | | 1 |
| Lot 3 on GTP 2579 | | 1 |
| Lot 4 on GTP 2579 | | 1 |
| Lot 5 on GTP 2579 | | 1 |
| Lot 6 on GTP 2579 | | 1 |
| Lot 7 on GTP 2579 | | 1 |
| Lot 8 on GTP 2579 | | 1 |
| Lot 9 on GTP 2579 | | 1 |
| Lot 10 on GTP 2579 | | 1 |
| Lot 11 on GTP 2579 | | 1 |
| Lot 12 on GTP 2579 | | 1 |
| Lot 13 on GTP 2579 | | 1 |
| Lot 14 on GTP 2579 | | 1 |
| Lot 15 on GTP 2579 | | 1 |
| Lot 16 on GTP 2579 | | 1 |
| Lot 17 on GTP 2579 | | 1 |
| Lot 18 on GTP 2579 | | 1 |
| Lot 19 on GTP 2579 | | 1 |
| Lot 20 on GTP 2579 | | 1 |
| Lot 21 on GTP 2579 | | 1 |
| Lot 22 on GTP 2579 | | 1 |
| Lot 23 on GTP 2579 | | 1 |
| Lot 24 on GTP 2579 | | 1 |
| Lot 25 on GTP 2579 | | 1 |
| Lot 26 on GTP 2579 | | 1 |
| Lot 54 on GTP 2579 | | 1 |
| Lot 56 on GTP 2579 | | 1 |
| Lot 28 on GRP 2683 | | 1 |
| Lot 29 on GRP 2683 | | 1 |
| Lot 30 on GRP 2683 | | 1 |

Title Reference

19302579. 18120132. 18120133. 18120134. 18120135. 18120136. 18120137. 18120138. 18120139. 18120140. 18120141.
18120142. 18120143. 18120144. 18120145. 18120146. 18120147. 18120148. 18120149. 18120150. 18120151. 18120152.
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18176102. 18176103. 18176104. 18176105. 18176106. 18176107. 18176108. 18176109. 18176110. 18176111.

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| Lot 31 on GRP 2683 | | |
| Lot 32 on GRP 2683 | | |
| Lot 33 on GRP 2683 | | |
| Lot 34 on GRP 2683 | | |
| Lot 35 on GRP 2683 | | |
| Lot 36 on GRP 2683 | | |
| Lot 37 on GRP 2683 | | |
| Lot 38 on GRP 2683 | | |
| Lot 39 on GRP 2683 | | |
| Lot 40 on GRP 2683 | | |
| Lot 41 on GRP 2683 | | |
| Lot 42 on GRP 2683 | | |
| Lot 43 on GRP 2683 | | |
| Lot 44 on GRP 2683 | | |
| Lot 45 on GRP 2683 | | |
| Lot 46 on GRP 2683 | | |
| Lot 47 on GRP 2683 | | |
| Lot 48 on GRP 2683 | | |
| Lot 50 on GRP 2703 | | |
| Lot 51 on GRP 2703 | | |
| Lot 52 on GRP 2703 | | |
| Lot 53 on GRP 2703 | | |
| Lot 55 on GRP 2703 | | |
| Lot 57 on GRP 2703 | | |
| Lot 58 on GRP 2703 | | |
| Lot 59 on GRP 2703 | | |
| Lot 60 on GRP 2703 | | |
| Lot 61 on GRP 2703 | | |
| Lot 62 on GRP 2703 | | |
| Lot 63 on GRP 2703 | | |
| Lot 64 on GRP 2703 | | |
| Lot 65 on GRP 2703 | | |
| Lot 66 on GRP 2703 | | |
| Lot 67 on GRP 2703 | | |
| Lot 69 on GRP 2713 | | |

Title Reference

19302579. 18120132. 18120133. 18120134. 18120135. 18120136. 18120137. 18120138. 18120139. 18120140. 18120141.
18120142. 18120143. 18120144. 18120145. 18120146. 18120147. 18120148. 18120149. 18120150. 18120151. 18120152.
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18176102. 18176103. 18176104. 18176105. 18176106. 18176107. 18176108. 18176109. 18176110. 18176111.

| | | |
|--------------------|----|----|
| Lot 70 on GRP 2713 | 1 | 1 |
| Lot 71 on GRP 2713 | 1 | 1 |
| Lot 72 on GRP 2713 | 1 | 1 |
| Lot 73 on GRP 2713 | 1 | 1 |
| Lot 74 on GRP 2713 | 1 | 1 |
| Lot 75 on GRP 2713 | 1 | 1 |
| Lot 76 on GRP 2713 | 1 | 1 |
| Lot 77 on GRP 2713 | 1 | 1 |
| Lot 78 on GRP 2713 | 1 | 1 |
| Lot 79 on GRP 2713 | 1 | 1 |
| Lot 80 on GRP 2713 | 1 | 1 |
| Lot 81 on GRP 2713 | 1 | 1 |
| Lot 82 on GRP 2713 | 1 | 1 |
| Lot 83 on GRP 2713 | 1 | 1 |
| Lot 84 on GRP 2713 | 1 | 1 |
| Lot 85 on GRP 2713 | 1 | 1 |
| Lot 86 on GRP 2713 | 1 | 1 |
| Lot 87 on GRP 2713 | 1 | 1 |
| Lot 88 on GRP 2713 | 1 | 1 |
| Lot 89 on GRP 2713 | 1 | 1 |
| TOTALS | 86 | 86 |

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

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

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

SCHEDULE C

BY-LAWS

RESTATEMENT OF BY-LAWS 1 - 44

1. INTERPRETATION

1.1 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. Plurals shall include the singular and singular the plural. References to either gender shall include a reference to the other gender.

1.2 Throughout these By-laws, the following terms shall, where the context permits, have the meanings herein ascribed to them.

"the Act" means the Building Units & Group Titles Act 1980 as amended from time to time.

"the Body Corporate" means the Body Corporate of the proprietors, "Rose-Wood Villas", Group Titles Plan 2579, established upon the registration of the Group Titles Plan pursuant to the Act.

"the By-laws" or "these By-laws" means the By-laws herein contained or any specified part of them.

"the common property" means the common property referred to in the registered Group Titles Plan.

"the Committee" means the Committee of the Body Corporate appointed pursuant to the Act.

"the Committee's Representative" means a member of the Committee appointed from time to time for the purpose of representing the Committee.

"Lot" means a lot in the registered Group Titles Plan and includes a townhouse constructed on the Lot.

"the Parcel" means all the land referred to in the registered Group Titles Plan.

"the Secretary" means the Secretary or the Body Corporate Manager of the Body Corporate appointed pursuant to the Act.

"Townhouse" means a townhouse constructed or to be constructed on a lot in the registered Group Titles Plan and includes the carport on the Lot.

2. USE OF LOT

Subject to By-law 37, each Townhouse (excluding the carport) shall be used for residential purposes only. The carports situated on the Lots shall be used for parking of motor vehicles only.

3. GENERAL APPEARANCE OF LOTS

No structural alterations shall be made to any Townhouse (including any alteration to gas, water or electrical installations

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

or work for the purpose of enclosing in any manner whatsoever the balcony, if any, of any Townhouse and including the installation of any air conditioning system) and a proprietor or occupier of a Lot shall not in any way alter the exterior appearance of the Lot, including the garden and grounds (if any) nor cause to be constructed or placed upon any part of the Lot any materials or items which the Committee reasonably considers to be unsightly or detracting from the appearance of the townhouse.

4. MAINTENANCE OF LOTS AND TOWNHOUSES

A proprietor or occupier of a Lot shall -

- 4.1 generally be responsible for the proper maintenance and decoration of his Lot;
- 4.2 maintain in good condition and repair the exterior of the Townhouse including the walls, windows, gates, walkways, paths and driveways located within the Lot;
- 4.2 maintain the interior of his Townhouse in a clean condition and take all practical steps to prevent infestation by vermin and/or insects; and
- 4.3 maintain in good condition all yard, lawn, landscaping, garden, plants and irrigation and drainage facilities located within a Lot.

5. APPEARANCE OF TOWNHOUSES

A proprietor or occupier of a Lot shall not hang washing, towels, bedding, clothing or other articles (except on clothes lines in designated areas provided by the Body Corporate (if any)) or display any sign, advertisement, placard, banner, pamphlet or like matter on the common property or on any part of his Lot in such a way as to be visible from outside the Lot.

6. WATER APPARATUS

- 6.1 A proprietor or occupier of a Lot shall see that all water taps on his Lot are properly turned off after use.
- 6.2 The water closets, conveniences and other water apparatus including water pipes and drains in each Townhouse shall 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.
- 6.3 Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by such proprietor or occupier whether the same is caused by his own acts or those of members of his household or his servants or agents or guests.

7. LIGHTING AND HEATING OF TOWNHOUSES

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

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

8. **STORAGE OF FLAMMABLE LIQUIDS ETC**

A proprietor or occupier of a Lot shall not, except with the prior written consent of the Committee, use or store upon his 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.

9. **WINDOWS**

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

10. **WINDOW COVERS**

Curtains, drapes, shutters and blinds on the interior of a Townhouse may be installed as window covers provided the same are similar to that originally installed by the Original Proprietor (or if otherwise, with the prior written consent of the Committee) or otherwise with the prior written consent of the Committee. No window shall be covered with aluminium foil or similar reflective material or tinted and no skylights, air conditioners, shutters, awnings or other window cover shall be affixed externally to any building except with the prior written consent of the Committee.

11. **KEEPING OF ANIMALS**

Except with the prior written consent of the Body Corporate Committee, no dogs, cats, fish, birds, insects, reptiles, animals, livestock or poultry of any kind shall be raised, bred or kept upon any Lot or upon the common property. This By-law shall be subject to the provisions of the Guide Dogs Act 1972-1984.

12. **PAINTING AND AFFIXING OF SIGNS PROHIBITED**

Subject to By-law 35, a proprietor or occupier of a Lot shall not paint or affix any signs, advertisements, notices or posters to or on any part of the Lot, or the common property, nor do anything to vary the external appearance of the Lot or the common property without the prior written consent of the Committee.

13. **ANTENNAE**

No television, radio or other electronic antenna or device of any type shall 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 Townhouse and not visible from the exterior of such Townhouse.

14. **SECURITY OF TOWNHOUSES**

All doors and windows to any Townhouse shall be securely fastened on all occasions when the Townhouse is left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.

15. **INSURANCE**

A proprietor or occupier of a Lot -

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

15.1 shall insure and keep insured the Townhouse upon the Lot under a damage policy to the reinstatement or replacement value thereof in accordance with his obligation under section 57A of the Act; and

15.2 shall not bring to, do or keep anything to his Lot which shall increase the rate of fire insurance on his Townhouse or any other part of the parcel or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon such Lot or parcel or the regulations or ordinances of any public authority for the time being in force.

16. NUISANCE

No noxious or offensive trade or activity shall be carried on upon the parcel or in any Lot nor shall 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 proprietors and occupiers of other Lots or any other person lawfully using the common property in particular and without limiting the generality of the foregoing -

16.1 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 shall be located used or placed on any portion of the parcel or exposed to the view of other proprietors or occupiers without the prior written consent of the Committee;

16.2 All musical instruments, wirelesses, radiograms, television sets and the like shall be controlled so that the sound arising therefrom shall be reasonable and not cause annoyance to other proprietors and occupiers of Lots on the parcel;

16.3 Guests leaving after 11.00pm shall be requested by their hosts to leave quietly and quietness shall also be observed when proprietors and occupiers return to their Townhouses late at night or in the early morning hours;

16.4 In the event of any unavoidable noise in a Townhouse at any time the occupier or proprietor thereof shall take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Townhouse and also such further steps as may be within their power for the same purpose.

17. OBSTRUCTION

A proprietor or occupier of a Lot shall not obstruct the lawful use of the common property by any person. In addition, pathways and driveways on the common property and any easement giving access to the common property shall not be obstructed by any such proprietor or occupier or used by them for any other purpose than the reasonable ingress and egress to and from their particular Lot.

18. DEPOSITING RUBBISH ON COMMON PROPERTY

A proprietor shall not -

18.1 deposit or throw upon the common property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another proprietor or occupier or of any person lawfully using the common property;

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

18.2 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 his Townhouse.

Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the proprietor or occupier concerned.

19. **GARBAGE DISPOSAL**

A proprietor or occupier of a Lot shall -

19.1 save where the Body Corporate provides some other means of disposal of garbage, maintain within his Townhouse, or on such part of the parcel as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;

19.2 comply with all local authority By-laws and ordinances relating to the disposal of garbage;

19.3 ensure that the health, hygiene and comfort of the proprietor or occupier of any other Lot is not adversely affected by his disposal of garbage;

19.4 ensure that his rubbish is put in the rubbish bin allocated to the Lot and duly placed out for weekly collection at the location specified by the Committee or the Local Authority.

20. **DAMAGE TO LAWNS ETC ON THE PARCEL**

A proprietor or occupier of a Lot shall not -

20.1 damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the parcel; or

20.2 except with the prior written consent of the Committee, use for his own purposes as a garden any portion of the common property.

21. **DAMAGE TO THE COMMON PROPERTY OR TOWNHOUSE**

A proprietor or occupier of a Lot shall 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 except with the consent in writing of the Body Corporate.

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

A proprietor or occupier of a Lot shall 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 his knowledge and the Committee shall 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 parcel as often as may be necessary.

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

23. **VEHICLES**

- 23.1 Except with the prior written consent of the Committee a proprietor or occupier of a Lot shall not park or stand any vehicle upon the parcel except a private passenger vehicle parked within the carport belonging to his lot and, except for the private passenger vehicle of a bona fide visitor, a proprietor or occupier shall not use the visitor car parking spaces for his own purpose, and such visitor's vehicle shall not be permitted to park overnight upon the parcel.
- 23.2 The Body Corporate grants to the proprietor or occupier of each Lot the occasional use of the visitor car parking areas within the parcel for the purposes of visitor car parking.
- 23.3 A proprietor or occupier of a Lot shall not service or repair (or permit the service or repair of) any vehicle within his Lot or on the Common Property without the prior written consent of the Committee. For the purpose of this By-law "repair" includes repair, stripping, reconstruction, panel beating and painting.
- 23.4 In this By-law, the term "private passenger vehicle" shall bear its ordinary dictionary meaning but in the case of dispute, the Committee's determination as to whether a vehicle is or is not a private passenger vehicle shall be final and binding on the parties in dispute.

24. **INSPECTION OF TOWNHOUSES**

- 24.1 Upon one day's notice in writing the Committee and its servants, agents and contractors shall be permitted to inspect any Lot including the interior of any Townhouse 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 proprietor or occupier of the Lot concerned).
- 24.2 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.
- 24.3 The Committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to such proprietor or occupier as is reasonable in the circumstances.

25. **OBSERVANCE OF THESE BY-LAWS**

The duties and obligations imposed by these By-laws on a proprietor or occupier of a Lot shall be observed not only by such proprietor or occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such proprietor or occupier. A proprietor or occupier of a Lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor 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 a proprietor or occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such proprietor or occupier or of any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the proprietor of the Lot at the time when the breach occurred.

Title Reference

19302579. 18120132. 18120133. 18120134. 18120135. 18120136. 18120137. 18120138. 18120139. 18120140. 18120141. 18120142. 18120143. 18120144. 18120145. 18120146. 18120147. 18120148. 18120149. 18120150. 18120151. 18120152. 18120153. 18120154. 18120155. 18120156. 18120157. 18169107. 18169109. 18167050. 18167051. 18167052. 18167053. 18167054. 18167055. 18167056. 18167057. 18167058. 18167059. 18167060. 18167061. 18167062. 18167063. 18167064. 18167065. 18167066. 18167067. 18167068. 18167069. 18167070. 18169103. 18169104. 18169105. 18169106. 18169108. 18169110. 18169111. 18169112. 18169113. 18169114. 18169115. 18169116. 18169117. 18169118. 18169119. 18169120. 18176091. 18176092. 18176093. 18176094. 18176095. 18176096. 18176097. 18176098. 18176099. 18176100. 18176101. 18176102. 18176103. 18176104. 18176105. 18176106. 18176107. 18176108. 18176109. 18176110. 18176111.

27. CONTRACTORS

A proprietor or occupier of a Lot shall 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 proprietor or occupier of such Lot shall 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.

31. NOTICES TO BE OBSERVED

A proprietor or occupier of a Lot shall observe the terms of any notice displayed on any part of the common property by authority of the Committee or of any statutory authority.

32. USE OF OUTDOOR RECREATION AREAS

The outdoor recreation areas including the barbecue areas shall not be used between the hours of 9.30pm and 7.00am without consent of the Committee and then subject to the terms of consent.

33. SALE OF TOWNHOUSES

Whilst Hilcorp Pty Ltd or its successors, assigns, or nominee remains a proprietor of any lot in the parcel it and its respective servants and/or agents shall be entitled to utilise any Townhouse on the parcel of which it remains owner as a display Townhouse for the purpose of allowing prospective purchasers of any Townhouse upon the parcel to inspect such Townhouse and further shall be entitled to place such signs and other advertising and display material in and about the Townhouse or the Lot upon which the Townhouse is situated, and about the common property which signs shall in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Townhouses and the general aesthetics and amenity of the parcel, and shall not at any time, and from time to time be more, in terms of number and size, than is reasonably necessary.

34. BY-LAWS TO BE EXHIBITED

A copy of these By-laws (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any Townhouse made available for letting.

35. POWER OF BODY CORPORATE TO ENTER AGREEMENTS

The Body Corporate shall have the power by ordinary resolution at an annual general meeting or extraordinary general meeting of its members convened in accordance with the provisions of the Act to enter into agreements -

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

35.1 for the purchase of electricity:

35.2 for the maintenance of any security systems on or crossing the common property:

35.3 for the management, maintenance and repair of the common property:

35.4 for the leasing or letting of lots in the parcel.

such agreements to be approved by ordinary resolution in General Meeting of the Body Corporate.

36. EXCLUSIVE USE OF COURTYARDS

36.1 Each proprietor or occupier for the time being of a Lot shall be entitled to the exclusive use and enjoyment for themselves and their licensees of the area (hereinafter referred to as "Courtyard") adjoining their particular Lot being -

(a) that area at the rear of the Lot formed by extending the side boundaries of the Lot to the fence line or boundary line at the rear of the Townhouse on the Lot; and

(b) in respect of certain Lots a further area to one side of the Lot and to the side of the area defined in sub-paragraph (a) of this paragraph 36.1

and which area is identified on the "Rose-Wood Villas" Site Plan annexed. *and Schedule E*

36.2 In the case of dispute as to the boundaries of the Courtyard the certificate of the Secretary shall be prima facie evidence of such boundaries.

36.3 Proprietors and occupiers of Lots shall not enter into a Courtyard to which exclusive use has been granted to a proprietor or occupier of another Lot unless invited or authorised by the proprietor or occupier of that Lot.

36.4 A proprietor or occupier of a Lot having exclusive use and enjoyment of a Courtyard shall -

(a) keep the Courtyard in a clean and tidy condition:

(b) use the Courtyard for the purpose of recreation only:

(c) not use the Courtyard so as to create a nuisance or disturbance to other proprietors or occupiers of Lots on the parcel:

(d) not damage or interfere with any lawn, garden, tree, shrub, plant, or flower planted in the Courtyard:

(e) permit the Body Corporate (or any contractor employed for the purpose) to maintain plant or replace any vegetation in the Courtyard.

36.5 This By-Law shall not limit or restrict the power of entry to the Lot vested in the Body Corporate under section 36 of the Act, nor shall it be deemed to relieve the Body Corporate of any of the duties imposed on it by section 37(1)(b) and (c) of

Title Reference

19302579. 18120132. 18120133. 18120134. 18120135. 18120136. 18120137. 18120138. 18120139. 18120140. 18120141.
18120142. 18120143. 18120144. 18120145. 18120146. 18120147. 18120148. 18120149. 18120150. 18120151. 18120152.
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18176102. 18176103. 18176104. 18176105. 18176106. 18176107. 18176108. 18176109. 18176110. 18176111.

the Act, nor shall it prevent the Body Corporate, its officers, servants, agents, employees or contractors from carrying out any works required of it or them as the case may be pursuant to these By-laws.

37. USE OF LOT 1

Lot 1 in the parcel may be used for both residential purposes and for the purpose of caretaking the parcel and for the sale and letting of townhouses on the parcel on behalf of the proprietors. The proprietors of Lot 1 may with the prior consent of the committee of the Body Corporate display signs or notices for the purposes of offering for sale or for lease or for letting any lot on the parcel.

38. POWER OF BODY CORPORATE TO EFFECT INSURANCE

38.1 The Committee shall be the agent of the proprietor of each Lot for the purposes on behalf of the proprietor of the procurement of a damage policy of insurance (including insurance referred to in By-law 15) in the name or joint names of the proprietors to insure and keep insured all the improvements on the proprietor's Lot and including such other risks as the Committee in its sole discretion considers desirable.

38.2 Notwithstanding the provisions of By-law 38.1 the Body Corporate shall not be obliged to effect any policy of insurance required by the Act to be effected by the Owner pursuant to By-law 15.1 or to renew any such policy and in no circumstances shall the Body Corporate or its Committee be responsible to any proprietor (and no proprietor shall be entitled to make any claim for compensation or damages) if the Body Corporate or its Committee fails to effect insurance. It shall be the sole responsibility of each proprietor to ensure that his Townhouse and other improvements on his Lot is insured and continues to be insured to its reinstatement or replacement value and that all premiums payable under such policy of insurance is paid.

38.4 The Body Corporate may pay insurance premiums on policies of insurance effected on behalf of the proprietors pursuant to this By-law and shall be entitled to recover all moneys so paid from the proprietors as a debt due and owing to it, divided between proprietors in proportion to their respective Lot entitlements.

38.5 Nothing in this By-law shall limit the right of a proprietor to effect insurance in addition to the insurance arranged by the Body Corporate pursuant to this By-law provided that the Body Corporate shall not be liable in respect to the payment of any premium under such policy and provided further that such additional insurance shall not reduce the proprietor's liability to make payments pursuant to By-law 38.4.

38.6 Each proprietor foregoes in favour of the Body Corporate as the proprietor's agent any right to vary, cancel or terminate any policy of insurance effected by the Body Corporate pursuant to this By-law.

40. OVERDUE CONTRIBUTIONS

A contribution to the Administrative Fund, Sinking Fund or Special Fund if not paid on or before the thirtieth day after the date it becomes due and payable shall bear interest at the rate of two per cent per month on the amount unpaid or remaining unpaid until payment is made, such interest being calculated daily on the daily balance owing provided however that the Committee may at its sole discretion waive the payment of such interest.

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

41. LEGAL PROCEEDINGS

In any action by the Body Corporate against a proprietor, ex-proprietor or mortgagee in possession for the payment or recovery of moneys due and payable to the Body Corporate, the Body Corporate shall be entitled to costs on a Solicitor and own Client basis notwithstanding that a Court may award costs on a Party and Party basis.

42. CLEANING OF EXTERIOR OF TOWNHOUSES

In order to assist a proprietor in performing his obligations under By-law 4, the Body Corporate may employ such persons as it thinks fit to clean the exterior of any Townhouse including the walls, windows and roofs on a regular basis (as required). The Body Corporate shall be entitled to make payments for all such work on behalf of the proprietor and shall be entitled to recover all moneys so paid as a debt due and owing to it by that proprietor.

43. INDEMNITY

In respect of the management, control and use of the parcel and the improvements erected thereon, every member and delegate of a member (which term shall include any Body Corporate Manager appointed) of the Committee for the time being shall be indemnified and kept indemnified by the Body Corporate out of its assets and funds -

- (i) against personal liability for the action/s, inaction/s, errors or defaults of another member, delegate of a member or Body Corporate Manager; and
- (ii) for any loss injury damage or liability (including liability incurred in defending civil or criminal proceedings) suffered by the Committee member, delegate of the member or the Body Corporate Manager.

44. CONSENT OF BODY CORPORATE COMMITTEE

Any consent of the Body Corporate or of the Committee given pursuant to these By-laws may be given subject to any conditions imposed by the Body Corporate (or by the Committee, as the case may be) and on breach of such conditions by the party to whom the consent is given, the consent may be withdrawn at the option of the Body Corporate or of the Committee as the case may be.

45. PAINTING OF LOT EXTERIORS

At such frequency and with such contractors as the Body Corporate or its Committee determines, the Body Corporate shall (after first collecting sufficient contributions) repaint the stormwater downpipes, gutterings, external doors, fascias, soffits, eaves and carport pergola of each townhouse however the Body Corporate shall be under no obligation to -

- (a) repair or renew any of these components (which duty shall remain the responsibility of each lot's proprietor) or
- (b) paint any improvements beyond those made by the townhouse's original builder.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

NIL

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

SCHEDULE E

DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Lot on Plan

Exclusive Use Area

| | |
|--------------------|---|
| Lot 1 on GTP 2579 | Area marked "E1" on attached Sketch Plan "A" |
| Lot 2 on GTP 2579 | Area marked "E2" on attached Sketch Plan "A" |
| Lot 3 on GTP 2579 | Area marked "E3" on attached Sketch Plan "A" |
| Lot 4 on GTP 2579 | Area marked "E4" on attached Sketch Plan "A" |
| Lot 5 on GTP 2579 | Area marked "E5" on attached Sketch Plan "A" |
| Lot 6 on GTP 2579 | Area marked "E6" on attached Sketch Plan "A" |
| Lot 7 on GTP 2579 | Area marked "E7" on attached Sketch Plan "A" |
| Lot 8 on GTP 2579 | Area marked "E8" on attached Sketch Plan "A" |
| Lot 9 on GTP 2579 | Area marked "E9" on attached Sketch Plan "A" |
| Lot 10 on GTP 2579 | Area marked "E10" on attached Sketch Plan "A" |
| Lot 11 on GTP 2579 | Area marked "E11" on attached Sketch Plan "A" |
| Lot 12 on GTP 2579 | Area marked "E12" on attached Sketch Plan "A" |
| Lot 13 on GTP 2579 | Area marked "E13" on attached Sketch Plan "A" |
| Lot 14 on GTP 2579 | Area marked "E14" on attached Sketch Plan "A" |
| Lot 15 on GTP 2579 | Area marked "E15" on attached Sketch Plan "A" |
| Lot 16 on GTP 2579 | Area marked "E16" on attached Sketch Plan "A" |
| Lot 17 on GTP 2579 | Area marked "E17" on attached Sketch Plan "A" |
| Lot 18 on GTP 2579 | Area marked "E18" on attached Sketch Plan "A" |
| Lot 19 on GTP 2579 | Area marked "E19" on attached Sketch Plan "A" |
| Lot 20 on GTP 2579 | Area marked "E20" on attached Sketch Plan "A" |
| Lot 21 on GTP 2579 | Area marked "E21" on attached Sketch Plan "A" |
| Lot 22 on GTP 2579 | Area marked "E22" on attached Sketch Plan "A" |
| Lot 23 on GTP 2579 | Area marked "E23" on attached Sketch Plan "A" |
| Lot 24 on GTP 2579 | Area marked "E24" on attached Sketch Plan "A" |
| Lot 25 on GTP 2579 | Area marked "E25" on attached Sketch Plan "A" |
| Lot 26 on GTP 2579 | Area marked "E26" on attached Sketch Plan "A" |
| Lot 54 on GTP 2579 | Area marked "E54" on attached Sketch Plan "A" |
| Lot 56 on GTP 2579 | Area marked "E56" on attached Sketch Plan "A" |
| Lot 28 on GRP 2683 | Area marked "E28" on attached Sketch Plan "A" |
| Lot 29 on GRP 2683 | Area marked "E29" on attached Sketch Plan "A" |
| Lot 30 on GRP 2683 | Area marked "E30" on attached Sketch Plan "A" |
| Lot 31 on GRP 2683 | Area marked "E31" on attached Sketch Plan "A" |
| Lot 32 on GRP 2683 | Area marked "E32" on attached Sketch Plan "A" |
| Lot 33 on GRP 2683 | Area marked "E33" on attached Sketch Plan "A" |
| Lot 34 on GRP 2683 | Area marked "E34" on attached Sketch Plan "A" |
| Lot 35 on GRP 2683 | Area marked "E35" on attached Sketch Plan "A" |
| Lot 36 on GRP 2683 | Area marked "E36" on attached Sketch Plan "A" |
| Lot 37 on GRP 2683 | Area marked "E37" on attached Sketch Plan "A" |
| Lot 38 on GRP 2683 | Area marked "E38" on attached Sketch Plan "A" |
| Lot 39 on GRP 2683 | Area marked "E39" on attached Sketch Plan "A" |
| Lot 40 on GRP 2683 | Area marked "E40" on attached Sketch Plan "A" |

Title Reference

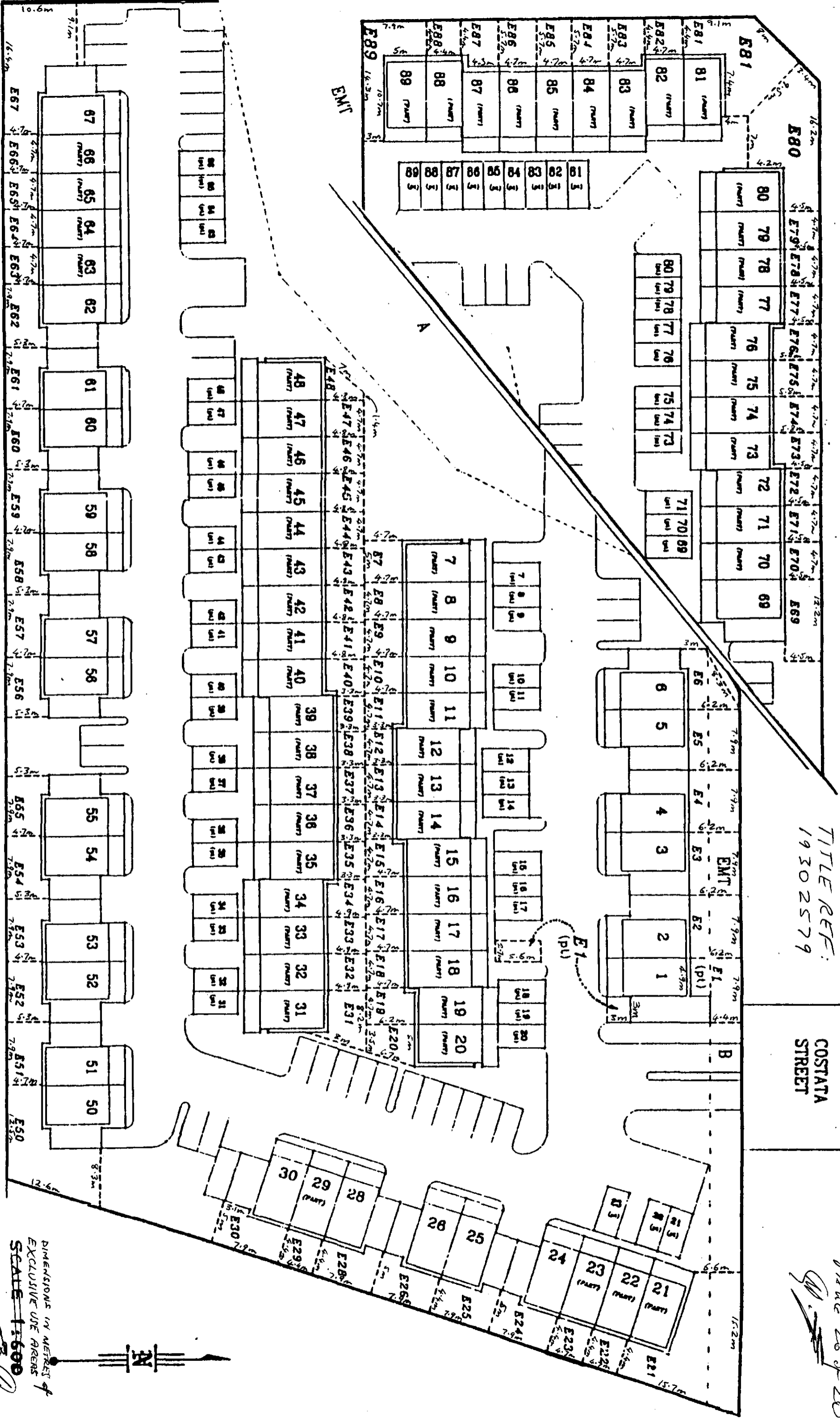
19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

| | |
|--------------------|---|
| Lot 41 on GRP 2683 | Area marked "E41" on attached Sketch Plan "A" |
| Lot 42 on GRP 2683 | Area marked "E42" on attached Sketch Plan "A" |
| Lot 43 on GRP 2683 | Area marked "E43" on attached Sketch Plan "A" |
| Lot 44 on GRP 2683 | Area marked "E44" on attached Sketch Plan "A" |
| Lot 45 on GRP 2683 | Area marked "E45" on attached Sketch Plan "A" |
| Lot 46 on GRP 2683 | Area marked "E46" on attached Sketch Plan "A" |
| Lot 47 on GRP 2683 | Area marked "E47" on attached Sketch Plan "A" |
| Lot 48 on GRP 2683 | Area marked "E48" on attached Sketch Plan "A" |
| Lot 50 on GRP 2703 | Area marked "E50" on attached Sketch Plan "A" |
| Lot 51 on GRP 2703 | Area marked "E51" on attached Sketch Plan "A" |
| Lot 52 on GRP 2703 | Area marked "E52" on attached Sketch Plan "A" |
| Lot 53 on GRP 2703 | Area marked "E53" on attached Sketch Plan "A" |
| Lot 55 on GRP 2703 | Area marked "E55" on attached Sketch Plan "A" |
| Lot 57 on GRP 2703 | Area marked "E57" on attached Sketch Plan "A" |
| Lot 58 on GRP 2703 | Area marked "E58" on attached Sketch Plan "A" |
| Lot 59 on GRP 2703 | Area marked "E59" on attached Sketch Plan "A" |
| Lot 60 on GRP 2703 | Area marked "E60" on attached Sketch Plan "A" |
| Lot 61 on GRP 2703 | Area marked "E61" on attached Sketch Plan "A" |
| Lot 62 on GRP 2703 | Area marked "E62" on attached Sketch Plan "A" |
| Lot 63 on GRP 2703 | Area marked "E63" on attached Sketch Plan "A" |
| Lot 64 on GRP 2703 | Area marked "E64" on attached Sketch Plan "A" |
| Lot 65 on GRP 2703 | Area marked "E65" on attached Sketch Plan "A" |
| Lot 66 on GRP 2703 | Area marked "E66" on attached Sketch Plan "A" |
| Lot 67 on GRP 2703 | Area marked "E67" on attached Sketch Plan "A" |
| Lot 69 on GRP 2713 | Area marked "E69" on attached Sketch Plan "A" |
| Lot 70 on GRP 2713 | Area marked "E70" on attached Sketch Plan "A" |
| Lot 71 on GRP 2713 | Area marked "E71" on attached Sketch Plan "A" |
| Lot 72 on GRP 2713 | Area marked "E72" on attached Sketch Plan "A" |
| Lot 73 on GRP 2713 | Area marked "E73" on attached Sketch Plan "A" |
| Lot 74 on GRP 2713 | Area marked "E74" on attached Sketch Plan "A" |
| Lot 75 on GRP 2713 | Area marked "E75" on attached Sketch Plan "A" |
| Lot 76 on GRP 2713 | Area marked "E76" on attached Sketch Plan "A" |
| Lot 77 on GRP 2713 | Area marked "E77" on attached Sketch Plan "A" |
| Lot 78 on GRP 2713 | Area marked "E78" on attached Sketch Plan "A" |
| Lot 79 on GRP 2713 | Area marked "E79" on attached Sketch Plan "A" |
| Lot 80 on GRP 2713 | Area marked "E80" on attached Sketch Plan "A" |
| Lot 81 on GRP 2713 | Area marked "E81" on attached Sketch Plan "A" |
| Lot 82 on GRP 2713 | Area marked "E82" on attached Sketch Plan "A" |
| Lot 83 on GRP 2713 | Area marked "E83" on attached Sketch Plan "A" |
| Lot 84 on GRP 2713 | Area marked "E84" on attached Sketch Plan "A" |
| Lot 85 on GRP 2713 | Area marked "E85" on attached Sketch Plan "A" |
| Lot 86 on GRP 2713 | Area marked "E86" on attached Sketch Plan "A" |
| Lot 87 on GRP 2713 | Area marked "E87" on attached Sketch Plan "A" |
| Lot 88 on GRP 2713 | Area marked "E88" on attached Sketch Plan "A" |
| Lot 89 on GRP 2713 | Area marked "E89" on attached Sketch Plan "A" |

TITLE REF:
19302579

COSTATA
STREET

PAGE 20 of 20



LEGEND

E1 = EXCLUSIVE USE AREA(S) ALLOCATED TO LOT 1
 EXCLUSIVE USE AREAS ALLOCATED TO OTHER
 LOTS ARE SIMILARLY MARKED

"Rose-Wood Villas" Site Plan

BY-LAW 36: PLAN OF EXCLUSIVE USE AREAS

DIMENSIONS IN METERS OF
 EXCLUSIVE USE AREAS
 SCALE 1:600



Certificate of Insurance

ABN 29 008 096 277

Aleksandra Drapinska
Body Corporate Rose-wood Villas
CTS 20381
Whittles Body Corporate Services
PO BOX 709
COORPAROO QLD 4151

Date: 14.11.2024
Invoice No: I4669252

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Residential Strata/Community Corporation

Insurer CHU Underwriting Agencies Pty Ltd
GPO Box 3120
BRISBANE QLD 4000

Period 30.12.2024 to 30.12.2025

Policy No. HU0006075967

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

MGA Insurance Brokers Pty. Ltd.

ABN 29 008 096 277
Level 2, 15 Carnaby Street
MAROOCHYDORE
QLD 4558

Phone: 07 5409 3450
PO Box 1952
SUNSHINE PLAZA QLD 4558

COVERAGE SUMMARY

Body Corporate Rose-wood Villas
Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION

INSURED:

Body Corporate Rosewood Villas CTS 20381

SITUATION:

3 Costata Street, HILLCREST QLD 4118

INTEREST INSURED:

| | | |
|--------------------------------------|----|------------|
| Building Sum Insured | \$ | 22,021,313 |
| Common Contents Sum Insured | \$ | 38,040 |
| Loss of Rent/Temporary Accommodation | \$ | 3,303,196 |

Catastrophe/Emergency Cover 30%

| | |
|-------------|-------------|
| Flood | Insured |
| Storm Surge | Not Insured |

Glass Insured

Theft Insured

Public Liability \$ 30,000,000

Voluntary Workers Insured

Weekly Benefit \$ 2,000

Capital Benefit \$ 200,000

Fidelity \$ 250,000

Office Bearers Liability \$ 5,000,000

Machinery Breakdown Not Insured

Government Audit Costs \$ 25,000

Appeal expenses - common property health and safety breaches \$ 100,000

Legal Defence Expenses \$ 50,000

Lot owners fixtures and fixings \$ 250,000

Floating floors Insured

Loss of Market Value Not Insured

EXCESS:

Standard Excess \$ 2,000

Water Damage \$ 5,000

Exploratory Costs - Burst Pipes \$ 5,000

MGA Insurance Brokers Pty. Ltd.

ABN 29 008 096 277
Level 2, 15 Carnaby Street
MAROOCHYDORE
QLD 4558

Phone: 07 5409 3450
PO Box 1952
SUNSHINE PLAZA QLD 4558

COVERAGE SUMMARY

Body Corporate Rose-wood Villas
Residential Strata/Community Corporation

| | | |
|--|----|----------------|
| Flood Excess | \$ | 2,000 |
| Storm Surge Excess | | Not Applicable |
| Public Liability Excess | | Nil |
| Voluntary Workers Excess | | Nil |
| Fidelity Excess | | Nil |
| Office Bearers Liability Excess | | Nil |
| Machinery Breakdown Excess | | Not Applicable |
| Government Audit Excess | \$ | 1,000 |
| Appeal Expenses Excess | \$ | 1,000 |
| Legal Defence Expenses Excess | \$ | 1,000 |
| Other excesses payable are shown in the Policy Wording | | |

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

Not Applicable

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses

UNDERWRITING INFORMATION:

| | |
|--|--------------|
| Year Built | 1984 |
| Primary Wall Construction | Brick veneer |
| Secondary Wall Construction | |
| Roof Construction | Cement Tiles |
| Floor Construction | Concrete |
| Aluminium Composite Panels | No |
| Heritage Listed | No |
| Fire Protection | |
| Sprinkler systems in the complex basement/carpark? | No |
| Sprinkler systems in the complex units? | No |
| Fire hose reels located throughout the complex? | No |
| Number of Units | 86 |
| Number of Levels | 2 |
| Number of Basements | 0 |
| Number of Lifts | 0 |
| Number of Pools/Spas | 0 |
| Number of Gyms | 0 |
| Number of Playgrounds | 0 |
| Number of Water Features | 0 |
| Number of Jetties/Wharfs | 0 |
| Number of Separate Buildings | 9 |
| % of EPS | 0 % |
| % Commercial Tenants | 0 % |

Valuation: July 2020