

137848/18

Office of the Commissioner for Body Corporate and Community Management



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.

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The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 18/08/2025

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

Kirribilli Gardens

CTS No. 28932

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: **Adele Henrick**

Company: **StrataPlace Pty Ltd**

Phone: **0481 305 234**

Email: **adele@strataplaceqld.com.au**

Accessing records

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

The body corporate manager named above.

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Property and community titles scheme details

Lot and plan details

Lot number: **18**

Plan type and number: **137848**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Accommodation

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

No

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

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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

A consolidated set of the by-laws for the scheme is given with this certificate.

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
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31/07/18

Area marked as 37A on Survey Plan

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: **1.00**

Total contribution schedule lot entitlements for all lots: **37.00**

Interest schedule

Interest schedule lot entitlement for the lot: **1.00**

Total interest schedule lot entitlements for all lots: **37.00**

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.

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Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot **18** for the current financial year: \$ **\$2,965.96**

Number of instalments: **3** (outlined below)

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

Monthly penalty for overdue contributions (if applicable): **0.00** %

Due date	Amount due	Amount due if discount applied	Paid
09/01/24	1,021.32	1,021.32	05/01/24
01/04/24	972.32	972.32	05/04/24
01/08/24	972.32	972.32	02/08/24
15/12/24	1,000.00	1,000.00	05/12/24
15/04/25	1,425.86	1,425.86	11/04/25
15/08/25	1,425.86	1,425.86	06/08/25
15/12/25	1,450.00	1,450.00	

Amount overdue **NIL**

Amount Unpaid including amounts billed not yet due **\$0.00**

Sinking fund contributions

Total amount of contributions (before any discount) for lot **18** for the current financial year: \$ **\$1,389.40**

Number of instalments: **3** (outlined below)

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

Monthly penalty for overdue contributions (if applicable): **0.00** %

Due date	Amount due	Amount due if discount applied	Paid
09/01/24	418.44	418.44	05/01/24
01/04/24	485.48	485.48	05/04/24
01/08/24	485.48	485.48	02/08/24
15/12/24	500.00	500.00	05/12/24
15/04/25	691.65	691.65	11/04/25
15/08/25	691.65	691.65	06/08/25
15/12/25	700.00	700.00	

Amount overdue **\$0.00**

Amount Unpaid including amounts billed not yet due **\$0.00**

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Special contributions - Administrative Fund (IF ANY)

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

Total amount of contributions (before any discount) **Nil**Number of instalments: **0** (outlined below)Discount for on-time payments (if applicable): **0** %Monthly penalty for overdue contributions (if applicable): **0.00** %

Due date	Amount due	Amount due if discount applied	Paid
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Amount overdue	Nil
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Amount Unpaid including amounts billed not yet due	\$0.00
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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): **0.00** %

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

	Due date	Amount due	Amount due if discount applied	Paid
Insurance	09/01/24	327.34	327.34	05/01/24
Insurance	01/04/24	309.30	309.30	05/04/24
Insurance	01/08/24	309.30	309.30	02/08/24
Insurance	15/12/24	320.00	320.00	05/12/24
Insurance	15/04/25	313.00	313.00	11/04/25
Insurance	15/08/25	313.00	313.00	06/08/25
Insurance	15/12/25	320.00	320.00	

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
Other	Other	84.10		

No other amounts payable for the lot.

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Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions		Nil
Special contributions		Nil
Other contributions		Nil
Other payments		Nil
Penalties		Nil
Total amount overdue	(Total Amount Unpaid including not yet due \$84.10)	Nil

(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.

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

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

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

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

Yes - you can obtain a copy from the body corporate records

Current sinking fund balance (as at date of certificate): \$ 66,735.10

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.

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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
9092L Water tank with pump	Plant and Machinery	25/01/07	Droughtproof Solutions	0.00	0.00	3,486.00
1xConvex Outdoor Acrylic mirror	Furniture & Fittings	18/03/08	Advanced Road Signs and Safety	0.00	0.00	357.39
Interfaces and Remotes	Plant and Machinery	06/07/10	Automatic Security Systems	0.00	0.00	10,089.20
Front Gate and Garage Door						
3 x Convex outdoor mirrors	Furniture & Fittings	25/01/15	Equip Enterprises	0.00	0.00	5,537.00
road signs						
3 x speed humps						
Metal table under tree by visi	Furniture & Fittings	18/08/15	Bunnings	0.00	0.00	399.00
Tables & Chairs (Ball Huts)			Bunnings			
Tables and Chairs (BBQ Area)			Bunnings			
Document Cabinet for Fire reco	Furniture & Fittings	25/01/16	Brisbane Fire Safety Management	0.00	0.00	137.50
EGO 56v Multi Hedge Trimmer	Plant and Machinery	01/12/17	TradeTools	0.00	0.00	858.00
Extension Pole						
Additional Battery						
Ryobi 25.4CC Petrol Blower Vac	Plant and Machinery	02/02/18	Bunnings	0.00	0.00	259.00
CCTV System	Office Equipment	18/04/18	Brisbane Intercom&Security Pty	0.00	0.00	3,839.00
Hayward Tri Star Pump TS460	Plant and Machinery	02/02/19	Marina Pools	0.00	0.00	1,590.00

Insurance

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

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

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

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING BUP Community Insurers Strata	QRSC22006636	18,989,781.00		30/11/25	
CONTENTS BUP Community Insurers Strata	QRSC22006636	189,898.00	Included	30/11/25	

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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
LEGAL LIABILITY Community Insurers Strata	QRSC22006636	20,000,000.00	846.06	30/11/25	
OFFICE BEARERS Community Insurers Strata	QRSC22006636	5,000,000.00	395.86	30/11/25	
VOLUNTARY WORKERS Community Insurers Strata	QRSC22006636	200,000/2k	88.89	30/11/25	
CATASTROPHE INS. Community Insurers Strata	QRSC22006636	5,696,934.00	1,011.30	30/11/25	
FIDELITY GUARANTEE Community Insurers Strata	QRSC22006636	100,000.00	126.91	30/11/25	
LOSS RENT/TEMP ACCOM Community Insurers Strata	QRSC22006636	2,848,467.00	Included	30/11/25	
WORK HEALTH & SAFETY Community Insurers Strata	QRSC22006636		Included	30/11/25	
LEGAL DEFENCE EXPENS Community Insurers Strata	QRSC22006636	50,000.00	Included	30/11/25	
GOVERNMENT AUDIT Community Insurers Strata	QRSC22006636	25,000.00	Included	30/11/25	
LOT OWNERS FIXTURES Community Insurers Strata	QRSC22006636	300,000.00	Included	30/11/25	

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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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: CBM.H Pty Ltd

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

No

Embedded network electricity supply

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

No

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

Body corporate authority

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

Name/s StrataPlace Pty Ltd

Positions/s held Body Corporate Manager

Date 18/08/2025

Signature/s _____

Copies of documents given with this certificate:

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

QUEENSLAND TITLES REGISTRY

GENERAL REQUEST

FORM 14 Version 4

Duly Imprint

Page 1 of 1



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\$91.00

31/07/2018 15:34

BE 470

the Department's website.

1. Nature of request

Request to Record New Community Management Statement for Kirribilli Gardens Community Titles Scheme 28932

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

Nicholsons Solicitors

GPO Box 454

BRISBANE QLD 4001

Telephone No: 07 3226 3944

Lodger Code

250A

2. Lot on Plan Description

Common Property of Kirribilli Gardens Community Titles Scheme 28932

Title Reference

50340024

3. Registered Proprietor/State Lessee

Body Corporate for Kirribilli Gardens Community Titles Scheme 28932

4. Interest

Fee Simple

5. Applicant

Body Corporate for Kirribilli Gardens Community Titles Scheme 28932

6. Request

I hereby request that the New Community Management Statement deposited herewith which amends Schedule C and E of the existing Community Management Statement be recorded as the Community Management Statement for Kirribilli Gardens Community Titles Scheme 28932.

7. Execution by applicant

31/7/2018
Execution Date

NICHOLAS JOHN PROVE

SOLICITOR
Applicant's or Solicitor's Signature

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

QUEENSLAND TITLES REGISTRY **NEW COMMUNITY MANAGEMENT STATEMENT**
Body Corporate and Community Management Act 1997

CMS Version 3
Page 1 of 11

THIS STATEMENT
WITH A FORM
CASE OF A N
WITHIN THREE
CONSENT BY

28932

TOGETHER
ID IN THE
LODGED
DATE OF

This statement incorporates and must
include the following:

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

1. Name of community titles scheme

Kirribilli Gardens Community Titles Scheme 28932

2. Regulation module

Accommodation Module

3. Name of Body Corporate

Body Corporate for Kirribilli Gardens Community Titles Scheme 28932

4. Scheme land

Lot on Plan Description

Title Reference

See Enlarged Panel

5. *Name and address of original owner

Not Applicable

6. Reference to plan lodged with this statement

Not Applicable

first community management statement only

7. Local Government community management statement notation

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

8. Consent of Body Corporate



26/07/18
Execution Date

Richard C. Green
Chairperson/Secretary **RICHARD C. GREEN**

K.W. Cartwright
Committee Member ***Execution**

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

KENNETH WILLIAM CARTWRIGHT

Privacy Statement

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

Title Reference 50340024

4. Scheme Land

Lot on Plan Description

Title Reference

Common Property of Kirribilli Gardens Community Titles Scheme 28932

50340024

Lot 1 on SP 137848

50340025

Lot 2 on SP 137848

50340026

Lot 3 on SP 137848

50340027

Lot 4 on SP 137848

50340028

Lot 5 on SP 137848

50340029

Lot 6 on SP 137848

50340030

Lot 7 on SP 137848

50340031

Lot 8 on SP 137848

50340032

Lot 9 on SP 137848

50340033

Lot 10 on SP 137848

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Lot 11 on SP 137848

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Lot 12 on SP 137848

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Lot 13 on SP 137848

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Lot 14 on SP 137848

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Lot 15 on SP 137848

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Lot 16 on SP 137848

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Lot 17 on SP 137848

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Lot 18 on SP 137848

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Lot 19 on SP 137848

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Lot 20 on SP 137848

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Lot 21 on SP 137848

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Lot 22 on SP 137848

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Lot 25 on SP 137848

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Lot 26 on SP 137848

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Lot 27 on SP 137848

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Lot 28 on SP 137848

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Lot 29 on SP 137848

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Lot 30 on SP 137848

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Lot 31 on SP 137848

50340055

Lot 32 on SP 137848

50340056

Lot 33 on SP 137848

50340057

Lot 34 on SP 137848

50340058

Lot 35 on SP 137848

50340059

Lot 36 on SP 137848

50340060

Lot 37 on SP 137848

50340061

SCHEDULE

Title Reference 50340024

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 137848	1	1
Lot 2 on SP 137848	1	1
Lot 3 on SP 137848	1	1
Lot 4 on SP 137848	1	1
Lot 5 on SP 137848	1	1
Lot 6 on SP 137848	1	1
Lot 7 on SP 137848	1	1
Lot 8 on SP 137848	1	1
Lot 9 on SP 137848	1	1
Lot 10 on SP 137848	1	1
Lot 11 on SP 137848	1	1
Lot 12 on SP 137848	1	1
Lot 13 on SP 137848	1	1
Lot 14 on SP 137848	1	1
Lot 15 on SP 137848	1	1
Lot 16 on SP 137848	1	1
Lot 17 on SP 137848	1	1
Lot 18 on SP 137848	1	1
Lot 19 on SP 137848	1	1
Lot 20 on SP 137848	1	1
Lot 21 on SP 137848	1	1
Lot 22 on SP 137848	1	1
Lot 23 on SP 137848	1	1
Lot 24 on SP 137848	1	1
Lot 25 on SP 137848	1	1
Lot 26 on SP 137848	1	1
Lot 27 on SP 137848	1	1
Lot 28 on SP 137848	1	1
Lot 29 on SP 137848	1	1
Lot 30 on SP 137848	1	1
Lot 31 on SP 137848	1	1
Lot 32 on SP 137848	1	1
Lot 33 on SP 137848	1	1
Lot 34 on SP 137848	1	1
Lot 35 on SP 137848	1	1
Lot 36 on SP 137848	1	1
Lot 37 on SP 137848	1	1
TOTALS	37	37

Title Reference 50340024

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Sections 66(1)(f) and (g) of the *Body Corporate and Community Management Act 1997* are not applicable.

SCHEDULE C BY-LAWS**1. NOISE**

- 1.1 An owner or occupier of a lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any other person lawfully using common property.

2. VEHICLES

- 2.1 Save where an exclusive use by-law authorises him to do so, an owner or occupier of a lot shall not park or stand any motor vehicle upon common property except with the consent in writing of the body corporate.

3. OBSTRUCTION

- 3.1 An owner or occupier of a lot shall not:
- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or
 - (b) except with the consent in writing of the body corporate, use for his own purposes as a garden any portion of the common property.

4. DAMAGE TO LAWNS, ETC. ON COMMON PROPERTY

- 4.1 An owner or occupier of a lot shall not:
- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or
 - (b) except with the consent in writing of the body corporate, use for his own purposes as a garden any portion of the common property.

5. DAMAGE TO COMMON PROPERTY AND ASSETS

- 5.1 An owner 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 or common property assets except with the consent in writing of the body corporate, but this by-law does not prevent an owner or occupier or person authorised by him from installing:
- (a) any locking or other safety device for protection of his lot against intruders; or
 - (b) any screen or other device to prevent entry of animals or insects upon his lot;

provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the owner and does not detract from the amenity of the building.

Title Reference 50340024

6. BEHAVIOUR OF INVITEES

- 6.1 An owner 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 owner or occupier of another lot or of any other person lawfully using the common property.

7. DEPOSIT RUBBISH, ETC, ON COMMON PROPERTY

- 7.1 An owner or occupier of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using the common property.
- 7.2 Each owner of a lot shall purchase a wheelie bin from the local authority. An owner or occupier of a lot shall deposit all rubbish, dirt, dust and any other material of a similar nature in the wheelie bin for the particular lot.

8. APPEARANCE OF BUILDING

- 8.1 An owner or occupier of a lot shall not, except with the consent in writing of the body corporate, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from outside the building save and except as permitted under these by-laws. Air conditioning equipment may only be installed with prior Body Corporate Committee approval. Such approval will be provided if the Air Conditioner is installed, screened and maintained to the Policy for such an item as determined from time to time by the Body Corporate Committee.

9. STORAGE OF FLAMMABLE LIQUIDS

- 9.1 An owner or occupier of a lot shall not, except with the consent in writing of the body corporate, use or store upon his lot or upon the common property any flammable chemical, liquid or 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.

10. GARBAGE DISPOSAL

- 10.1 An owner or occupier of a lot shall:
- (a) save where the body corporate provides some other means of disposal of garbage, maintain within his lot, or on such part of the common property as may be authorised by the body corporate, in a clean and dry condition and adequately covered, a receptacle for garbage.
 - (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 his disposal of garbage.

11. KEEPING OF ANIMALS

- 11.1 Subject to section 181 of the Body Corporate and Community Management Act 1997, an owner or occupier of a lot shall not, without the approval in writing of the body corporate, keep an animal upon his lot or the common property except for one (1) cat or one (1) dog which is less than 30cm high at the shoulder. The owner or occupier of such lots shall:

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- (a) keep such lot in a clean and tidy condition and shall not allow animal excrement to accumulate to such an extent so as to cause a nuisance to the other proprietors and occupiers of the building; and
- (b) use their best endeavours to control such animals so as to cause as little inconvenience or disturbance as may be reasonably practicable to the other proprietors and occupiers of the building.

12. LIGHTING

- 12.1 An owner or occupier of a lot shall not change the number or colour of the exterior light to his lot without the prior written consent of the body corporate. All lights immediately adjacent to each lot and the walkway shall remain lit during the hours of 7.00 pm to 5.00 am on each day.

13. ALTERATIONS TO THE EXTERIOR OF LOTS

- 13.1 If an owner proposes to carry out work which will alter the exterior of any Lot, he shall follow the procedure set out below:
 - (a) Apply in writing to the Body Corporate 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 Body Corporate on behalf of the owner shall submit to the Architect nominated from time to time the plans and specifications for his consent in writing. The Body Corporate 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 shall be final, provided that the Architect shall be entitled to consent to such plans with appropriate variations. If the Architect refuses to give such consent the owner shall not be entitled to make the alterations proposed.
 - (d) If the Architect consents to such plans then the proposal will be submitted to a general meeting of the Body Corporate for permission to proceed with alterations.
 - (e) Any costs associated with the procedure outlined above, including any fee from the Architect, shall be paid by the owner seeking to make the alteration.

14. FENCES, PERGOLAS, SCREENS, EXTERNAL BLINDS OR AWNINGS

- 14.1 An owner of a Lot shall not construct or permit the construction or erection of any fence pergola screen, external blind or awning of any kind within or upon a lot or on common property without the prior approval in writing of the Body Corporate Committee. Such work must be carried out in a workmanlike manner and must not detract from the overall appearance of the Development.

15. MAINTENANCE RESPONSIBILITY OF ALTERATIONS TO COMMON PROPERTY

- 15.1 Any alteration made to common property or fixture or fitting attached to common property by an owner of a lot, whether made or attached with or without the approval of the Body Corporate Committee, shall, unless otherwise provided by resolution of general meeting of a meeting of the Committee, be repaired and maintained by the owner for the time being of the Lot.

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16. MAINTENANCE OF LOTS

- 16.1 Each owner shall be responsible for the maintenance of his lot and shall ensure that his lot is so kept and maintained as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise. Save for those Lots with fully fenced areas, maintenance of lawns and gardens that are located within the Lot, will be the responsibility of the Body Corporate and the duty of maintenance shall be discharged by the Body Corporate.

17. REPLACEMENT OF GLASS

- 17.1 Windows shall be kept clean and promptly replaced the by owner of the lot with fresh glass of the same kind and weight as at present if broken or cracked.

18. BEHAVIOUR OF INVITEES

- 18.1 An owner 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 owner of another lot or of any person lawfully using common property.
- 18.2 The owner of a lot shall be liable to compensate the Body Corporate in respect of all damage to the common property or personal property vested in it caused by such owner or their invitees.
- 18.3 An owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.
- 18.4 The duties and obligations imposed by these By-Laws on an owner of a lot shall be observed not only by the owner but also by the guests, servants, employees, agents, children, invitees and licensees of such owner.
- 18.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these By-Laws by any owner of a lot or the guests, servants, employees, agents, children, invitees or licensees of the owner of any lot or any of them, the Body Corporate Committee shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

19. AUCTION SALES

- 19.1 An owner of a lot shall not permit any auction sale to be conducted or to take place in his lot or in the dwelling or upon the parcel without the prior approval in writing of the Body Corporate Committee. The Original Owner is exempted from this By-Law.

20. CORRESPONDENCE AND REQUESTS TO THE SECRETARY OF THE BODY CORPORATE

- 20.1 All complaints, applications or requests to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

21. DISPLAY UNIT

- 21.1 Whilst Sanflex Pty Ltd remains an owner, occupier or lessee of any lot, they and their officers, servants and/or agents shall be entitled to use any lot of which they remains owners, occupiers or lessee as a display lot and shall be entitled to allow prospective purchasers and lessees to inspect any such lot and for such purposes shall be entitled to use signs advertising or display material in or about the lot and common property as it thinks fit. Such signs shall be attractive and tasteful having regard to the general appearance of the Parcel.

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22. COPY OF BY-LAWS TO BE PRODUCED UPON REQUEST

- 22.1 Where any lot or common property is leased or rented, otherwise than to an owner of a lot, the lessor or, as the case may be, landlord shall cause to be produced to the lessee or tenant for his inspection a copy of the by-laws for the time being in force in respect of the plan.

23. POWER OF BODY CORPORATE COMMITTEE

- 23.1 The Body Corporate Committee may make rules relating to the common property not inconsistent with these By-Laws and the same shall be observed by the owner of each lot unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

24. POST BOXES

- 24.1 An owner or occupier shall regularly clear their post box.

25. USE OF RECREATION FACILITIES (MEANING POOL, BBQ, COMMON ROOM ETC)

- 25.1 In relation to the use of the recreation facilities and adjacent areas a unit owner or occupier of a lot shall ensure:
- (a) that his invitees and guests (or any of them) do not use the same unless he or another unit owner or occupier of a lot accompanies them;
 - (b) that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult proprietor or occupier of a lot exercising effective control over them;
 - (c) that alcoholic beverages are not taken to or consumed in or around the pool;
 - (d) that glass containers or receptacles of any type are not taken to or allowed to remain in or around the pool;
 - (e) that he and his invitees and guests shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the pool by other persons;
 - (f) that no use is made of the recreation facility and surrounding areas between the hours of 9.00pm and 6.00am.
 - (g) The Body Corporate via its Building Manager may operate an appropriate reservation system for the Unit Owners and Occupants to hold certain functions in these areas.

26. MAINTENANCE OF RECREATION FACILITIES

- 26.1 A unit owner or occupier of a lot shall not without proper authority of the body Corporate operate, adjust or interfere with the operation of any equipment associated with the recreation facility or add any chemical or other substance to the same.

27. BODY CORPORATE EMPOWERED TO ENTER INTO AGREEMENT

- 27.1 Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Body Corporate and Community Management Act 1997 or elsewhere under these By-Laws, the Body Corporate

Title Reference 50340024

shall be empowered to enter into one or more of the following agreements with such person or persons or corporation or corporations as the Body Corporate in its absolute discretion shall decide:

- (a) an administration agreement for the performance of duties and obligations of the secretary and treasurer of the Body Corporate;
- (b) a management agreement for the purpose of the better seeing to the proper functioning, operation and management of the parcel; and
- (c) a letting agreement for the purpose of the letting of lots in the Complex.

Any such agreement shall be upon such terms and conditions as the Body Corporate shall decide in its absolute discretion.

28. MANAGEMENT OF COMMON PROPERTY

- 28.1 The whole or any part of Lot 37 shall be used as an office for the purposes of management of the Common Property and the lots in the Complex ("the Complex") and/or for the letting of lots in the Complex or behalf of the proprietors and/or the rendering of such other services to occupants of lots in the Complex as are authorised in writing by the Body Corporate (or such other use as the Body Corporate may approve from time to time). The proprietor or occupier of Lot 37 may without the consent of the Body Corporate Committee display in or about the Common Property signs or notices for the purposes of offering for lease or for letting any lot in the Complex. The Body Corporate shall grant to the proprietor or occupier of Lot 37 in the Complex the right to carry on in the complex the business of letting of lots in the Complex and the management of the Common Property and for that purpose shall enter in to the from time to time an appropriate agreement or agreements on such terms and conditions as the Body Corporate may deem fit. Without derogating from the generality of the aforesaid the Body Corporate may agree not to allow any person or corporation other than the proprietor or occupier of Lot 37 to use any part or all of the parcel, or to directly or indirectly engage in or be concerned, in the business of management of the parcel and of the letting of the lots in the parcel and/or the providing of any services referred to in this By-Law.

29. SECURITY GATES

- 29.1 An owner or occupier of a lot shall not interfere or obstruct the security gates located on the Common Property at the entrance to the Complex. The Body Corporate Committee may make such rules and regulations which it reasonably requires for the operation and maintenance of the security gates from time to time.

30. EXCLUSIVE USE

- 30.1 The proprietor for the time being of any lot shall be entitled to the exclusive use for him/herself and his/her licences of such area or areas the identifying number and location of which shall be made by an authorised allocation pursuant to Section 134 of the Body Corporate and Community Management Act 1997 ("the Act") by the original owner as defined in the Act or the original owners' agent and notified to the Body Corporate at any time up to a period of twelve (12) months after the recording of the community management statement by the Registrar of Titles. The Owner to whom exclusive use is given pursuant to this by-law shall not litter the same or use same to create a nuisance of the common property to which this by-law applies.
- 30.2 The owner or occupier of Lot 37 shall have the exclusive use of the area shown as "37A" on the attached plan subject to the owner or occupier of Lot 37 being responsible for:
- (a) any maintenance and operating costs of the exclusive use area including electricity supply costs and any costs of maintaining utility infrastructure solely related to supplying utility services to the exclusive use area;

SCHEDULE**Title Reference 50340024**

- (b) maintaining in good condition roofing membranes that are on the part of the common property to which this by-law relates and which provide protection for lots or common property;
- (c) maintaining in a structurally sound condition any of the following elements of scheme land that are part of a structure that is on the part of the common property to which this by-law applies whether or not it was constructed by or for the owner:
- (i) foundation structures;
 - (ii) roofing structures providing protection; and
 - (iii) essential supporting framework, including load-bearing walls.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

NIL

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

Lot	Exclusive Use Area	Use
Lot 37 on SP 137848	the area marked "37A" on the exclusive use plan attached and identified as "5886 - EUA"	For use as part of a dwelling, subject to the conditions in by-law 30.2

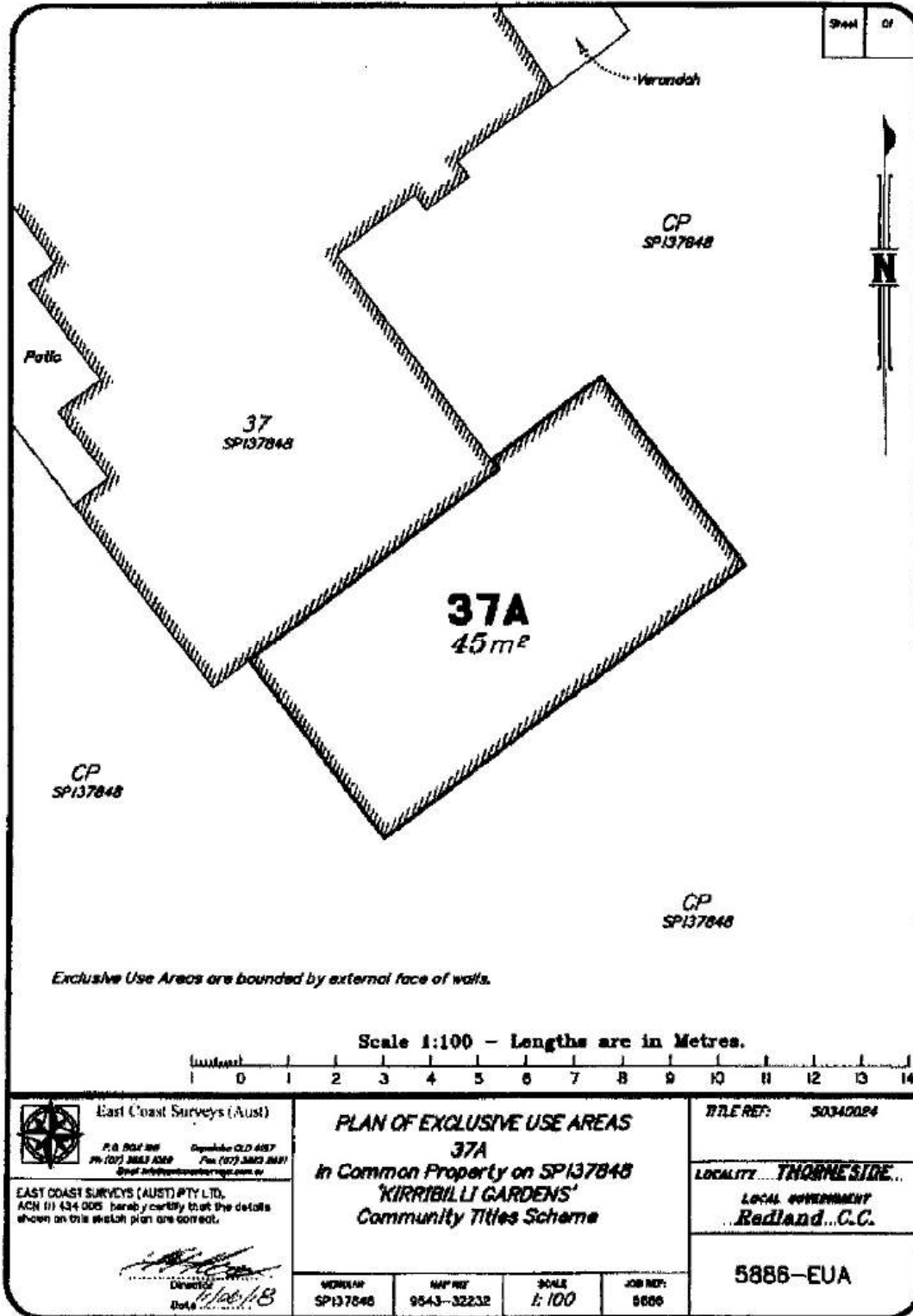
QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

SCHEDULE

FORM 20 Version 2
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EXCLUSIVE USE PLAN



KIRIBILLI GARDENS
C.T.S. 28932

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

1. **By-Laws**

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

By-laws relating to exclusive Use

<u>By-law No.</u>	<u>Relevant Lots</u>	<u>Subject of By-Law</u>
19	Original Owner	Auctions
21	Sanflex Pty Ltd	Display Unit, Signage
28	Lot 37	Signage, Office

By-laws other than exclusive use

4	All Lots	Damage to common property, lawns, gardens, etc
5	All Lots	Locking & Safety Devices, Screens
7	All Lots	Rubbish on Common Property
8	All Lots	Appearance of Building
11	All Lots	Animals
13	All Lots	Alterations to Lots
14	All Lots	Fences, Pergolas, Screens, External Blinds or Awnings

2. **Agreements**

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

MANAGEMENT AGREEMENT & LETTING AGREEMENT
Foxtel Townhouse Common Property Access Agreement



PO Box 525, Wynnum QLD 4178
T 0481 305 234
W www.strataplaceqld.com.au
E admin@strataplaceqld.com.au

Kirribilli Gardens CTS 28932

247 Mooroondu Road Thorneside Qld 4158

BALANCE SHEET

AS AT 18 AUGUST 2025

	ACTUAL 18/08/2025	ACTUAL 30/11/2024
<u>OWNERS FUND</u>		
Administrative Fund	58,795.01	(89.17)
Sinking Fund	66,735.10	31,544.98
<u>TOTAL</u>	<u>\$ 125,530.11</u>	<u>\$ 31,455.81</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	123,330.80	57,153.64
Levies - Billed Not Due	(89,928.87)	0.00
Levies - Prepayments	22,294.57	844.93
Levies In Arrears	25,557.54	0.00
Other Arrears	4,153.10	0.00
<u>TOTAL ASSETS</u>	<u>85,407.14</u>	<u>57,998.57</u>
<u>LIABILITIES</u>		
G S T Clearing Account	802.28	(8,785.78)
Creditors	(1,734.18)	12,065.82
Levies - Billed Not Due	(81,753.53)	(0.01)
Levies - Prepayments	20,267.89	768.21
Levies In Advance	22,294.57	19,027.42
Other Advance Payments	0.00	3,467.10
<u>TOTAL LIABILITIES</u>	<u>(40,122.97)</u>	<u>26,542.76</u>
<u>NET ASSETS</u>	<u>\$ 125,530.11</u>	<u>\$ 31,455.81</u>



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T 0481 305 234

W www.strataplaceqld.com.au

E admin@strataplaceqld.com.au

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STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 DECEMBER 2024 TO 18 AUGUST 2025

	ACTUAL 01/12/24-18/08/25	BUDGET 01/12/24-30/11/25	VARIANCE %	ACTUAL 01/12/23-30/11/24
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	129,557.86	139,150.00	93.11	99,764.11
Fence Reimbursement	0.00	0.00	0.00	3,120.00
Insurance Levy	0.00	35,000.00	0.00	0.00
Sundry	76.45	0.00		0.00
TOTAL ADMIN. FUND INCOME	129,634.31	174,150.00		102,884.11
<u>EXPENDITURE - ADMIN. FUND</u>				
Accounting - Bas Preparation	0.00	1,000.00	0.00	600.00
Caretaking Agreement	39,481.13	69,000.00	57.22	71,747.12
Cleaning - General	0.00	0.00	0.00	1,636.36
Bank Charges	118.37	330.00	35.87	163.04
Consultants Fees	0.00	500.00	0.00	900.00
Fees & Permits	0.00	0.00	0.00	483.02
Income Tax - Current Year	0.00	0.00	0.00	9,332.82
Garbage Towing/Removal	2,037.28	2,500.00	81.49	3,022.79
Insur. - Building	910.91	35,000.00	2.60	28,180.00
Insur.Premium Reimb.(Building)	(3,640.00)	0.00	0.00	(31,817.99)
Insurance - Excess	0.00	2,000.00	0.00	0.00
Legal Exp. - General	5,964.25	0.00		0.00
Management Fees	4,540.92	8,000.00	56.76	6,054.56
Reports	0.00	0.00	0.00	4,920.90
R & M - Building/General	1,544.02	30,000.00	5.15	12,971.14
R & M - Electrical	1,615.37	2,500.00	64.61	247.50
Rates & Charges	453.60	500.00	90.72	562.70
R & M - Gutter Cleaning	0.00	5,000.00	0.00	5,131.82
R & M - Pest Control	5,230.91	5,500.00	95.11	926.80
R & M - Plumbing	1,200.00	2,500.00	48.00	950.00
R & M - Pool & Spa	4,890.63	2,000.00	244.53	2,432.06
R & M - Fire Equipment	534.00	800.00	66.75	246.00
R & M - Front Gates	1,434.60	1,500.00	95.64	1,543.09
R & M - Gardens & Grounds	1,407.03	2,000.00	70.35	660.56
R & M - Intercom	36.36	200.00	18.18	59.09
Software	568.45	0.00		0.00
Utilities - Electricity	2,381.39	3,000.00	79.38	3,294.50
Signs	0.00	200.00	0.00	0.00


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PO Box 525, Wynnum QLD 4178

T 0481 305 234

 W www.strataplaceqld.com.au

 E admin@strataplaceqld.com.au

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STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 DECEMBER 2024 TO 18 AUGUST 2025

	ACTUAL 01/12/24-18/08/25	BUDGET 01/12/24-30/11/25	VARIANCE %	ACTUAL 01/12/23-30/11/24
Sundry Expenses	0.00	0.00	0.00	(560.90)
Telephone - Intercom Syst.	40.91	120.00	34.09	27.27
<u>TOTAL ADMIN. EXPENDITURE</u>	<u>70,750.13</u>	<u>174,150.00</u>		<u>123,714.25</u>
<u>SURPLUS /(DEFICIT)</u>	<u>\$ 58,884.18</u>	<u>\$ 0.00</u>		<u>\$ (20,830.14)</u>
Opening Admin. Balance	(89.17)	(89.17)	100.00	20,740.97
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 58,795.01</u>	<u>\$ (89.17)</u>		<u>\$ (89.17)</u>


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STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 DECEMBER 2024 TO 18 AUGUST 2025

	ACTUAL 01/12/24-18/08/25	BUDGET 01/12/24-30/11/25	VARIANCE %	ACTUAL 01/12/23-30/11/24
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	63,347.36	68,000.00	93.16	46,734.36
Roof Reimbursement Lot 37	0.00	0.00	0.00	6,706.25
Roof Insulation Reimbursement	0.00	0.00	0.00	1,500.00
<u>TOTAL SINKING FUND INCOME</u>	63,347.36	68,000.00		54,940.61
<u>EXPENDITURE - SINKING FUND</u>				
Building	21,419.24	30,000.00	71.40	0.00
Consultants Fees	(1,800.00)	0.00	0.00	1,800.00
Electrical Equipment	0.00	2,000.00	0.00	0.00
Boundary Fencing	0.00	12,000.00	0.00	17,135.00
Fence/Gate - Boundary/Other	0.00	0.00	0.00	3,120.00
External Surfaces	0.00	8,000.00	0.00	0.00
Gardens	0.00	2,000.00	0.00	24.37
Garden Tree Lopping / Removal	0.00	0.00	0.00	2,700.45
Pool - Area	0.00	9,000.00	0.00	0.00
Pool - Chlorinator	668.00	0.00		0.00
Road Resurfacing	0.00	4,000.00	0.00	0.00
Roof Restoration Unit 37	1,270.00	0.00		69,240.00
Roof	6,600.00	0.00		3,060.00
Switchboard	0.00	1,000.00	0.00	11,037.58
<u>TOTAL SINK. FUND EXPENDITURE</u>	28,157.24	68,000.00		108,117.40
<u>SURPLUS/(DEFICIT)</u>	\$ 35,190.12	\$ 0.00		\$ (53,176.79)
Opening Sinking Fund Balance	31,544.98	31,544.98	100.00	84,721.77
<u>SINKING FUND BALANCE</u>	\$ 66,735.10	\$ 31,544.98		\$ 31,544.98



FORM 23 POOL SAFETY CERTIFICATE

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

1. Pool safety certificate number

Identification number: PSC0241798

2. Location of the swimming pool

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

Street address:

239 MOOROONDU RD

THORNESIDE QLD

Postcode

4

1

5

8

Lot and plan details:

37/SP/137848

Local government area:

REDLAND CITY

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

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

No disability exemption applies; No impracticality exemption applies

No alternative solution applies

4. Pool properties

Shared pool



Non-shared pool



Number of pools

2

5. Pool safety certificate validity

Effective date:

0

7

/

0

2

/

2

0

2

5

Expiry date:

0

7

/

0

2

/

2

0

2

6

6. Certification

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

Name:

KARL GUERIN

Pool safety inspector
licence number:

PS100398

Signature:

Karl Guerin

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

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

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

Privacy statement

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

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

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



Rate Notice

ABN 86 058 929 428

General Enquiries: (07) 3829 8999

Email: rcc@redland.qld.gov.au

Web: www.redland.qld.gov.au



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D-035

Mr Michael J Rheinberger

Property No. 204989

Valuation 2025-2026 \$159,459

Rating Category 2a

Billing Period 1 Jul 2025 - 30 Sep 2025

Property Location

Kiriibilli Gardens, 18/239-249 Mooroodu Road Thorneside QLD 4158 Lot 18 SP 137848

Due Date 15 Aug 2025

Rate Account Balance B/Fwd
\$0.00

Current Levy
\$1,092.90

Total Amount Owning
\$1,092.90

Summary of Charges

Balance Brought Forward	\$	0.00
Council Rates and Charges	\$	617.51
Council Water and Sewerage Charges	\$	313.45
State Government Charges	\$	161.94
Total Amount Payable	\$	1,092.90

Payments made after 30/06/2025 may not be included in the calculation of this rate notice.

See over the page for levy details and more payment options.

Sign up and save

Effective 01 October 2025, a Paper Notice Fee of \$1.70 (GST inclusive) will be introduced for quarterly rate notices if sent by mail. This charge helps cover the additional costs associated with issuing physical notices. To avoid this fee, make the switch to paperless billing before September 22, 2025, and receive your rate notice via email. By opting in, you'll also have the convenience of paying your rate notice online. See the enclosed flyer for more details on how you can make the switch and save, or email rcc@redland.qld.gov.au quoting your Property ID and address.

If you are experiencing financial hardship please contact us to discuss options on 3829 8999.

Payment By BPAY



Biller Code: 53058
Ref: 2049899

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au
* Using BPAY will not attract a card surcharge.

Registered to BPAY Pty Ltd ABN 69 075 137 618

Payment Online



www.redland.qld.gov.au

Use your credit card to pay 24 hours 7 days per week.

Reference No: 2049899

* A card surcharge of 0.11% will apply

Payment By Phone



1300 300 943

Visa, Mastercard. 24 hours. 7 days per week.

Reference No: 2049899

* A card surcharge of 0.11% will apply



Remittance Advice By Mail

Post your payment with this cut-off slip to:

Redland City Council
PO Box 21
Cleveland Qld 4163



Pay in Person at any
Post Office



*2431 2049899

Account Summary

Property Number 204989

Mr Michael J Rheinberger

Total Amount **\$1,092.90**

For the financial year 2025/26, an annual payment of \$5,019,821 has been paid to Redland City Council by the Queensland Government under the *Waste Reduction and Recycling Regulation 2023*. The purpose of this payment is to reduce the impacts of the waste disposal levy on households in the Redland City local government area.

 Payment in Person Customer Service Centre's
Cleveland (Bloomfield St)
Weekdays 9:30am to 4:30pm

Capalaba (Moreton Bay Rd), and Victoria Point Library (High Street)
Weekdays 9am to 4:30pm

A card surcharge of 0.11% will apply to debit, credit and EFTPOS payments you make to Council for this rate notice. Using BPAY will not attract a surcharge.

 Payment By Direct Debit

Download a Direct Debit Request from Council's website or phone (07) 3829 8999 to request a form.

Complete and return by email to:
DirectDebitRates@redland.qld.gov.au Or By Post To Redland City Council, Direct Debit, PO Box 21, Cleveland QLD 4163

Use Centrepay to make regular Deductions from your Centrelink payments. Centrepay is a voluntary and easy payment option available to Centrelink customers. Go to humanservices.gov.au/Centrepay for more information and to set up your Centrepay Deductions.

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Daytime Phone No. _____



Water Account Summary

General Enquiries: (07) 3829 8999

Email: rcc@redland.qld.gov.au

Web: www.redland.qld.gov.au

Property No. 204989

Property Location

Kirribilli Gardens, 18/239-249 Mooroodu Road
Thorneside QLD 4158
Lot 18 SP 137848

Billing Period

1 Jul 2025 - 30 Sep 2025

Mr Michael J Rheinberger
[REDACTED]

Your Water Meter Readings

Water Meter Serial	Previous Read Date	Current Read Date	Number of Days	Previous Reading	Current Reading	Consumption (kilolitres)	Is Reading Estimated?
11HD00439	08/01/2025	08/04/2025	90	58,708	59,772	1,064	No

Local Government Distribution and Retail Price

Residential water consumption	\$	21.05
Residential boundary meter fixed water access 100mm	\$	63.65
Sewerage	\$	228.75

State Bulk Water Price

State Govt bulk water consumption	\$	99.04
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Total Water and Wastewater Charges	\$	412.49
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This amount is included on your Rate Notice – DO NOT PAY SEPARATELY

For comparison, the total water and wastewater billed on your last Rate Notice \$400.92

Billing Enquiry?

For billing enquiries please contact Redland City Council

Telephone: 3829 8999 Facsimile: 07 3829 8765

Cnr Bloomfield and Middle Streets, Cleveland Qld 4163

PO Box 21, Cleveland Qld 4163

email rcc@redland.qld.gov.au

web www.redland.qld.gov.au

For water and wastewater 24 hour service enquiries please contact Redland City Council

Telephone: 3829 8999

Please refer to the back page of this summary for further information.

Water and Sewerage Charges

- The water fixed access charge is billed in advance and is a set charge (based on meter size).
- The sewerage charge is billed in advance and is a set charge.
- Water consumption is charged per kilolitre and is based on water meter readings taken over the quarter (1 kilolitre = 1,000 litres).

For the 2024-2025 financial year the following water consumption charges apply:

Consumption Type	State Govt Bulk Water Price per kilolitre \$	Redland City Council Price per kilolitre \$	Total Price \$
Residential	3.444	0.732	4.176
Non Residential	3.444	1.674	5.118

Why am I charged a state bulk water price?

Since 2008, Seqwater has owned, operated and maintained bulk supply dams, reservoirs and water treatment plants. State Government legislation requires council to display the bulk water charges as a separate item on your water summary.

Estimated Readings

On occasion we may have trouble obtaining a meter reading for your property. Generally this happens in instances where the entry gate is locked, there is a dog or the meter is obstructed by vegetation. In these instances the meter reader will leave a self-read card in your letterbox if possible. You can avoid an estimated read by reading your water meter, completing the card and returning it to us as soon as possible.

If we have not received a meter reading we will estimate a reading based on your previous usage.

Ownership Change - Why am I Paying for Water used by the Previous Owner?

As part of the settlement of ownership transfer the majority of conveyance solicitors will request a water search in order to do a water charge adjustment for the purposes of financial settlement. The adjustment covers the previous owner's water usage up until settlement date. Therefore in the majority of instances the new owner is not paying the water used by the previous owner. However, should you have any concerns please contact your conveyance solicitor.

Checking for leaks

It is important to fix leaks or plumbing issues quickly. Locating and fixing leaks will save water and help reduce your water consumption charge. If your current water usage noted on the previous page appears abnormal, please check for leaks.

Do a test:

- Turn off all household water appliances and garden taps
- Read and record the black and red numbers on the water meter (or take a photo of the numbers with your smart phone). Your latest meter reading appears on the previous page.
- Wait an hour or two then check the meter reading again.

If any of the numbers have moved you may have a leak in your internal water infrastructure. If a leak is suspected you are encouraged to contact a licensed plumber.

Who owns the water meter?

Redland City Council owns the water meter, and the pipes that supply the services to the water meter.

