

Seller disclosure statement



Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

Part 1 – Seller and property details

Seller **ROSS FRANCIS JONES & LEONIE MARGARET JONES**

Property address (referred to as the “property” in this statement) Unit 45, Silver Quays, 30 O’Connell Street, Kangaroo Point

Lot on plan description 45/BUP10880 Title Reference 18126021 CMS 4677

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

☒ Yes

☐ No

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

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

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

Title details

The seller gives or has given the buyer the following—

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

☒ Yes

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

☒ Yes

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages. You should seek legal advice about your rights and obligations before signing the contract.
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue to ☐ Yes ☒ No affect the property after settlement. Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: » the start and end day of the term of the lease: » the amount of rent and bond payable: » whether the lease has an option to renew: Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i>
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. ☐ Yes ☒ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 – Land use, planning and environment

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

Zoning	The zoning of the property is (<i>Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i>):	
	HIGH DENSITY RESIDENTIAL2	
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.	☐ Yes ☒ No
	The lot is affected by a notice of intention to resume the property or any part of the property.	☐ Yes ☒ No
	<i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>	

* *Transport infrastructure* has the meaning defined in the *Transport Infrastructure Act 1994*. A *proposal* means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i> .	☐ Yes ☒ No
	The following notices are, or have been, given: A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).	☐ Yes ☒ No
	A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).	☐ Yes ☒ No
	A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).	☐ Yes ☒ No

Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.	☐ Yes ☒ No
	<i>If Yes, a copy of the order or application must be given by the seller.</i>	

Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).	☐ Yes ☒ No
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Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.	
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Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.	
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Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

Swimming pool	There is a relevant pool for the property. ☒ Yes ☐ No If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme. ☒ Yes ☐ No Pool compliance certificate is given. ☒ Yes ☐ No OR Notice of no pool safety certificate is given. ☐ Yes ☐ No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years. ☐ Yes ☒ No <i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i>, section 246AG, 247 or 248 or under the <i>Planning Act 2016</i>, section 167 or 168. ☐ Yes ☒ No The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. ☐ Yes ☒ No <i>If Yes, a copy of the notice or order must be given by the seller.</i>
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.

Part 5 – Rates and services

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

Rates

Whichever of the following applies—

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

Amount:

Date Range:

OR

The property is currently a rates exempt lot.**

☐

OR

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

☐

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

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

Water

Whichever of the following applies—

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

Amount:

Date Range:

OR

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

Amount:

Date Range:

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. (If Yes, complete the information below)	☒ Yes	☐ No
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer.	☒ Yes	
Body Corporate Certificate	Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas. A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. If No— An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.	☒ Yes	☐ No
Statutory Warranties	Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.	☐ Yes	
Building Units and Group Titles Act 1980 Body Corporate Certificate	The property is included in a BUGTA scheme. (If Yes, complete the information below) A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. If No— An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.	☒ Yes	☐ No
		☒ Yes	☐ No
		☐ Yes	

Signatures – SELLER



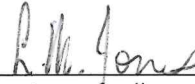
Signature of seller

ROSS FRANCIS JONES

Name of seller

2-4-2026

Date



Signature of seller

LEONIE MARGARET JONES

Name of seller

2-4-2026

Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	18126021	Search Date:	01/04/2026 15:57
Date Title Created:	03/04/1991	Request No:	55639024
Previous Title:	18030057		

ESTATE AND LAND

Estate in Fee Simple

LOT 45 BUILDING UNIT PLAN 10880

Local Government: BRISBANE CITY

COMMUNITY MANAGEMENT STATEMENT 4677

REGISTERED OWNER

Dealing No: 719288204 01/03/2019

ROSS FRANCIS JONES

LEONIE MARGARET JONES

JOINT TENANTS

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19551004 (ESA 40)
Deed of Grant No. 19551173 (ESA 42)
Deed of Grant No. 19551174 (ESA 43)

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

** End of Current Title Search **

Building Units and Group Titles Act 1980 — 1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 1)

Regulation 8(1)
Sheet No. 1 of 24 Sheets

*Annexure 1 to Sheet 1
made 28 MAR 1991*

NAME OF BUILDING: "SILVER QUAYS"

BUILDING UNITS PLAN NO. 10880

SIGNATURE OF REGISTERED PROPRIETOR:

Given under the common seal of
TILQUIN PTY. LTD. by authority
of the Board of Directors in the
presence of JOHN M DENOON
a Director and WILLIAM R SCOTT
the Secretary
and in the presence of



Philip C Evans
PHILIP C EVANS
BARRISTER

NAME OF REGISTERED PROPRIETOR: TILQUIN PTY. LTD.

ADDRESS: C/- KINSEY BENNETT & GILL,
SOLICITORS,
12 CREEK STREET,
BRISBANE, QLD. 4000.

REFERENCE TO TITLE: VOLUME 8030 FOLIO 57

DESCRIPTION OF PARCEL: LOT 11 ON R.P. 800245

COUNTY: STANLEY

PARISH: SOUTH BRISBANE

CITY: BRISBANE

NAME OF BODY CORPORATE: THE PROPRIETORS, "SILVER QUAYS",
BUILDING UNITS PLAN NO.

10880

ADDRESS at which documents
may be served:

P.O. Box 466
TOOWONG 4066

~~C/- KINSEY BENNETT & GILL,~~
~~SOLICITORS,~~
~~12 CREEK STREET, BRISBANE, QLD. 4000.~~

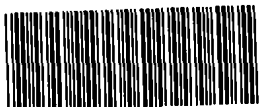
BUILDING UNITS PLAN No.:

10880

REGISTERED:

28 MAR 1991

REGISTRAR OF TITLES



BUP10880

CMS4677

Surveyor's Reference: 4679.s.28

Local Authority Reference:

B. W. Hicks
B. W. HICKS
APPOINTED OFFICER
BRISBANE CITY COUNCIL
Shire Clerk
Town

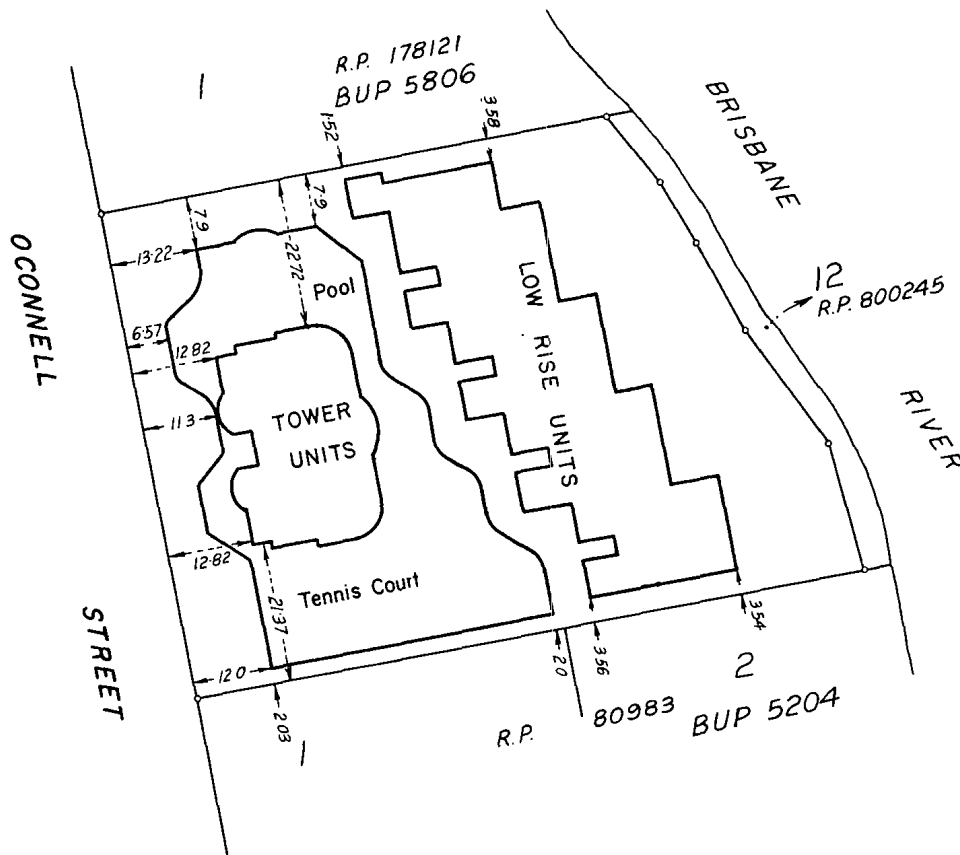
- 1 JUL 1996

Building Units and Group Titles Act 1980 — 1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

Name of Building: "SILVER QUAYS"

Regulation 8(1)
Sheet No. 2 of 24 Sheets

BUILDING UNITS PLAN NO. 10880



SCALE 1:800

B. W. Hicks
B. W. HICKS
APPOINTED OFFICER
BRISBANE CITY COUNCIL

Shire Clerk
Town

Building Units and Group Titles Act 1980 — 1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 2)

Name of Building: "SILVER QUAYS"

Regulation 8(1)
Sheet No. 3 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

I, DREW ROSS CLARKE, K.G. NORRIS & ASSOCIATES
of 15 ADELAIDE STREET, BRISBANE.
licensed surveyor registered under the Surveyors Act 1977-1987 hereby certify that:-

- (a) The building shown on the *building units plan/~~building units plan of subdivision~~ to which this certificate is annexed is within the external surface boundaries of the parcel the subject of the said plan subject to paragraph (b) of this certificate;
- (b) (i) Where eaves or guttering project beyond such boundaries an appropriate easement has been granted as an appurtenance of the parcel; and
(ii) Where that projection is over a road the local authority has consented thereto pursuant to the ordinances or by-laws as the case may be.

DATED this

25th day of September

19 90.



LICENSED SURVEYOR

*Delete whichever is inapplicable


B. W. HICKS
APPOINTED OFFICER
BRISBANE CITY COUNCIL
Shire Clerk
Town

Building Units and Group Titles Act 1980 — 1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 3)

Name of Parcel:

"SILVER QUAYS"

Regulation 8(1)

Sheet No. 4 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

Brisbane City Council hereby certifies that the proposed subdivision of the parcel, as illustrated in the abovementioned plan has been approved by the Brisbane City Council and that all requirements of the City of Brisbane Act 1924 — 1987 City of Brisbane Town Planning Act 1964 — 1987 as modified by the Building Units and Group Titles Act 1980 — 1988 have been complied with in regard to the subdivision.

DATED this

30th

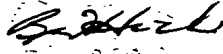
day of

October

, 1990

Lord Mayor

Deputy Town Clerk


B. W. HICKS
APPOINTED OFFICER
Brisbane City Council


Building Units and Group Titles Act 1980 — 1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 6)

Name of Building:

"SILVER QUAYS"

Regulation 8(1)

Sheet No. 5 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

I, *John Graham Nicholls*, of *BRISBANE*

~~*an architect within the meaning of the Architects Act 1986~~

~~*a building surveyor appointed by the Council +~~

*a building inspector appointed by the Council+ *Brisbane City Council*

hereby certify that the building shown on the *building units plan/~~building units plan of resubdivision~~

to which this certificate is annexed has been substantially completed in accordance with plans

and specifications approved by *the Council + *Brisbane City Council*

~~/a designated officer of the Council +~~

DATED this *Twenty Ninth* day of *October*, 19*90*.

J. G. Nicholls
* ~~Architect/building surveyor~~/Building inspector.

* Delete whichever is inapplicable

+ Insert name of local authority

B. W. Hicks
B. W. HICKS
APPOINTED OFFICER
BRISBANE CITY COUNCIL
Shire _____
Clerk _____
Town _____

Building Units and Group Titles Act 1980 — 1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 8)

Name of Building "SILVER QUAYS" Regulation 8(1)
Sheet No. 6 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

SCHEDULE OF LOT ENTITLEMENTS AND REFERENCE TO
CURRENT CERTIFICATE OF TITLE

Lot No.	Level	Entitlement	Current C's T.		Lot No.	Level	Entitlement	Current C's T.	
			Vol.	Fol.				Vol.	Fol.
1	A, B & C	32	8125	227	26	I	17	8126	2
2	A, B & C	30		228	27	J	17		3
3	A, B & C	30		229	28	J	14		4
4	A, B & C	30		230	29	J	18		5
5	A, B & C	30		231	30	K	17		6
6	A, B & C	30		232	31	K	14		7
7	A, B & C	30		233	32	K	18		8
8	A, B & C	30		234	33	L	18		9
9	A, B & C	32		235	34	L	14		10
10	D	14		236	35	L	18		11
11	D	11		237	36	M	18		12
12	E	14		238	37	M	14		13
13	E	12		239	38	M	19		14
14	E	15		240	39	N	18		15
15	F	15		241	40	N	15		16
16	F	12		242	41	N	19		17
17	F	16		243	42	O	19		18
18	G	15		244	43	O	15		19
19	G	12		245	44	O	20		20
20	G	16		246	45	P	19		21
21	H	16		247	46	P	16		22
22	H	12		248	47	P	20		23
23	H	17		249	48	Q & R	60		24
24	I	16		250	49	Q & R	63		25
25	I	13	8126	1					
AGGREGATE					AGGREGATE			1000	

SIGNATURE OF REGISTERED PROPRIETOR:



[Signature]
DIRECTOR
[Signature]
SECRETARY

[Signature] Shire Clerk
B. W. HICKS
APPOINTED OFFICER
BRISBANE CITY COUNCIL

Name of Building:

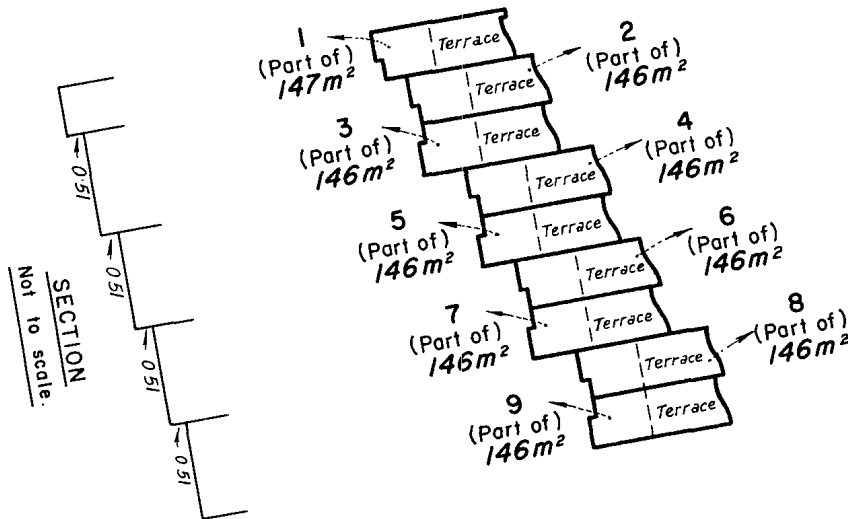
"SILVER QUAYS"

Regulation 8(1)

Sheet No 7 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

LEVEL A.



~~THE UNCOVERED PARTS OF LOTS 1 TO 9
ARE LIMITED IN HEIGHT TO 2.6 METRES
ABOVE FLOOR LEVEL.~~

Scale: 1:800

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



[Signature]
DIRECTOR
[Signature]
SECRETARY

[Signature]
B. W. HICKS
APPOINTED OFFICER
BRISBANE CITY COUNCIL
Shire Clerk
Town

Name of Building:

"SILVER QUAYS"

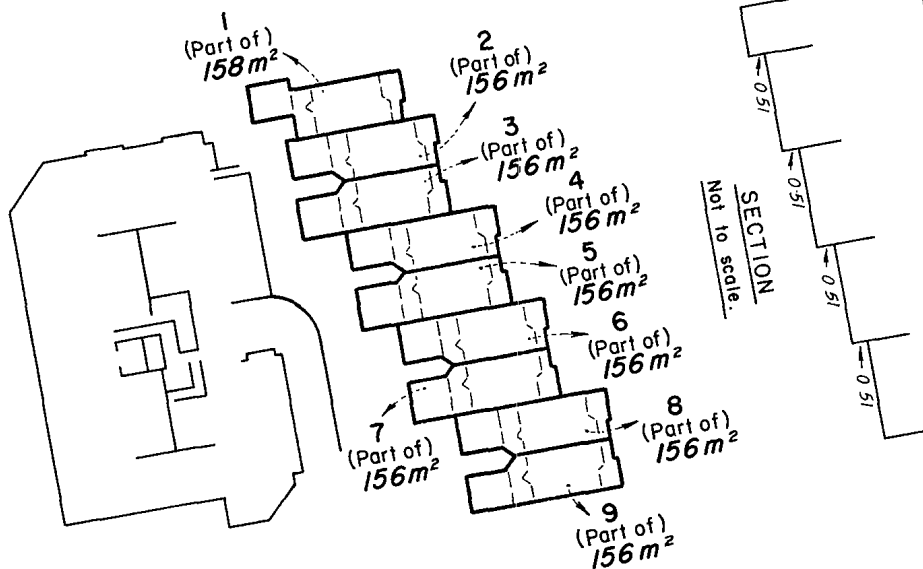
Regulation 8(1)

Sheet No 8 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

LEVEL

B.

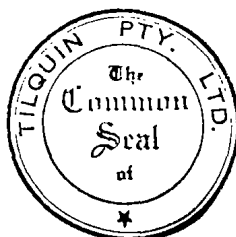


~~THE UNCOVERED PARTS OF LOTS 1 TO 9
ARE LIMITED IN HEIGHT TO 2.4 METRES
ABOVE FLOOR LEVEL.~~

Scale: 1:800

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



J. J. J.
DIRECTOR
SECRETARY

B. W. Hicks
Shire Clerk
B. W. HICKS
APPOINTED OFFICER
BRISBANE CITY COUNCIL

Name of Building:

"SILVER QUAYS"

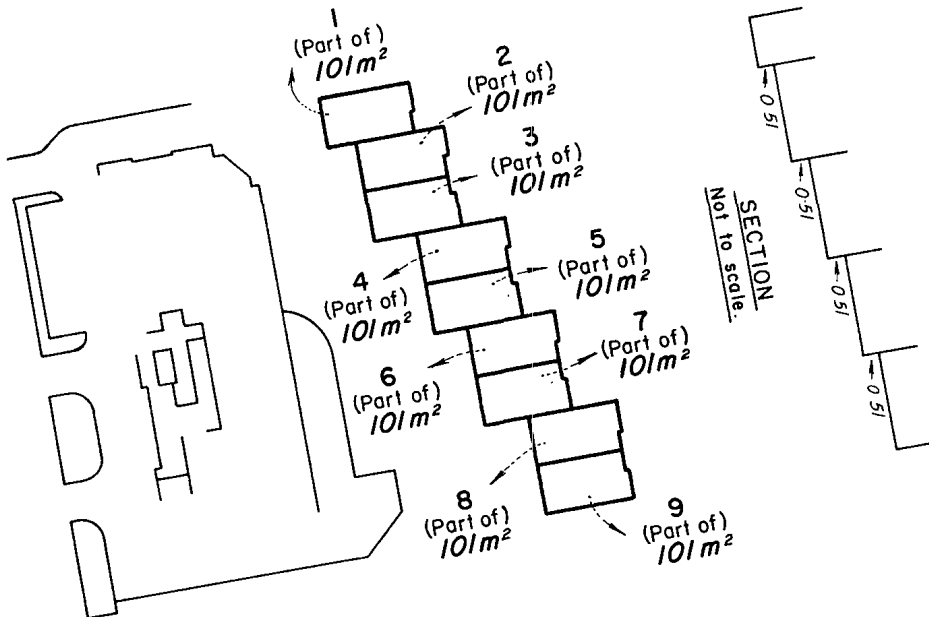
Regulation 8(1)

Sheet No. 9 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

LEVEL

C.



Scale: 1:800

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



[Signature]
DIRECTOR
[Signature]
SECRETARY

[Signature] Shire Clerk
B. W. HICKS
APPOINTED OFFICER
BRISBANE CITY COUNCIL

Building Units and Group Titles Act 1980 — 1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 9)

Name of Building:

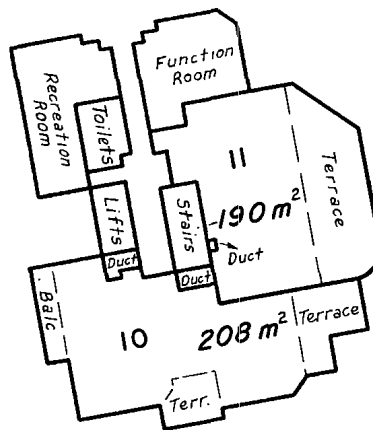
"SILVER QUAYS"

Regulation 8(1)

Sheet No. 10 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

LEVEL D



~~THE UNCOVERED PARTS OF LOTS 10 AND 11~~
~~ARE LIMITED IN HEIGHT TO 2.4 METRES~~
~~ABOVE FLOOR LEVEL.~~

Scale: 1:400

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



[Signature]
DIRECTOR
[Signature]
SECRETARY

[Signature] Shire Clerk
B. W. HICKS
APPOINTED OFFICER
BRISBANE CITY COUNCIL

Name of Building:

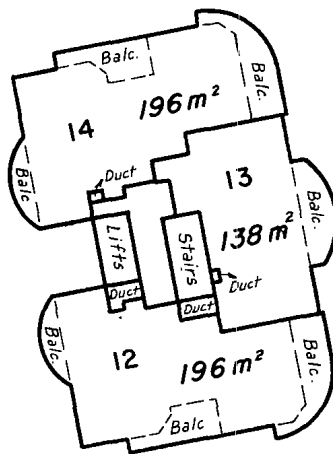
"SILVER QUAYS"

Regulation 8(1)

Sheet No 11 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

LEVEL E



Scale: 1:400

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



[Signature]
DIRECTOR

SECRETARY

[Signature] Shire Clerk
B. W. HICKS
APPOINTED OFFICER Town
BRISBANE CITY COUNCIL

Name of Building:

"SILVER QUAYS"

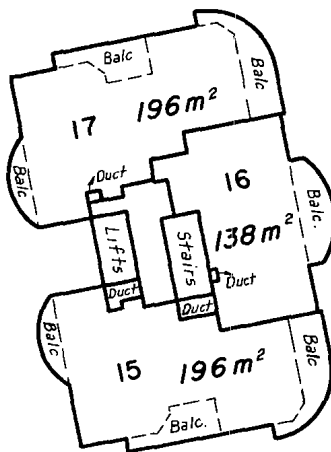
Regulation 8(1)

Sheet No 12 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

LEVEL

F.



Scale: 1:400

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



[Signature]
DIRECTOR
SECRETARY

[Signature] Shire Clerk
B. W. HICKS
APPOINTED OFFICER
BRISBANE CITY COUNCIL

Name of Building:

"SILVER QUAYS"

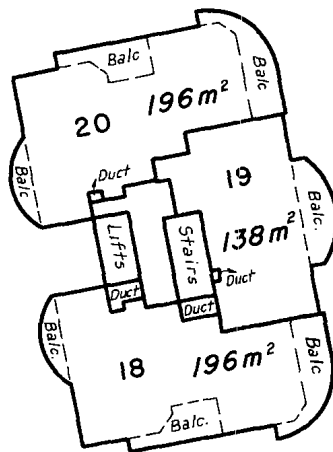
Regulation 8(1)

Sheet No. 13 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

LEVEL

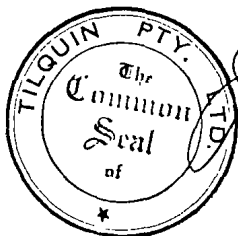
G.



Scale: 1:400

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



DIRECTOR

SECRETARY

B. W. Hicks

B. W. HICKS
APPOINTED OFFICER

BRISBANE CITY COUNCIL

Shire

Glenk

Town

Building Units and Group Titles Act 1980 — 1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 9)

Name of Building:

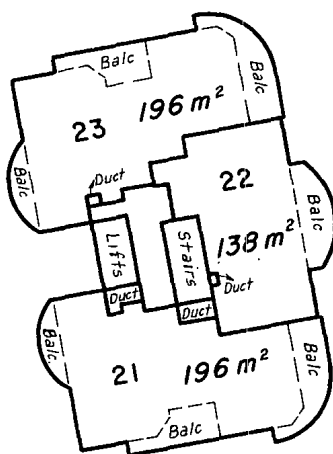
"SILVER QUAYS"

Regulation 8(1)

Sheet No. 14 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

LEVEL H.



Scale: 1:400

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



DIRECTOR

SECRETARY

B. W. HICKS
APPOINTED OFFICER
Shire of Glen
Town

BRISBANE CITY COUNCIL

Name of Building:

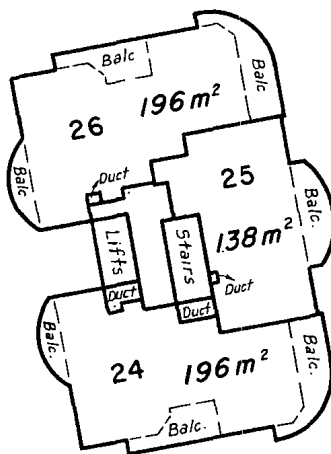
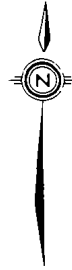
"SILVER QUAYS"

Regulation 8(1)

Sheet No 15 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

LEVEL I



Scale: 1:400

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



DIRECTOR

SECRETARY



Shire

Clerk

Town

B. W. HICKS

APPOINTED OFFICER

BRISBANE CITY COUNCIL

Name of Building:

"SILVER QUAYS"

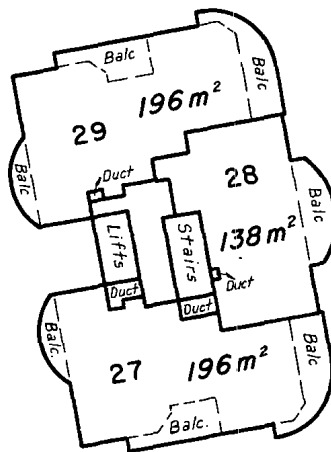
Regulation 8(1)

Sheet No 16 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

LEVEL

J.



Scale: 1:400

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



DIRECTOR

SECRETARY

B. W. Hicks

B. W. HICKS
APPOINTED OFFICER
BRISBANE CITY COUNCIL

Shire Clerk
Town

Building Units and Group Titles Act 1980 — 1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 9)

Name of Building:

"SILVER QUAYS"

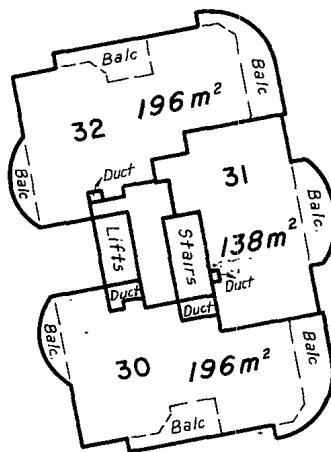
Regulation 8(1)

Sheet No 17 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

LEVEL

K.



Scale: 1:400

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



DIRECTOR

SECRETARY



B. W. HICKS
APPOINTED OFFICER
BRISBANE CITY COUNCIL

Shire Clerk
Town

Building Units and Group Titles Act 1980 — 1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 9)

Name of Building:

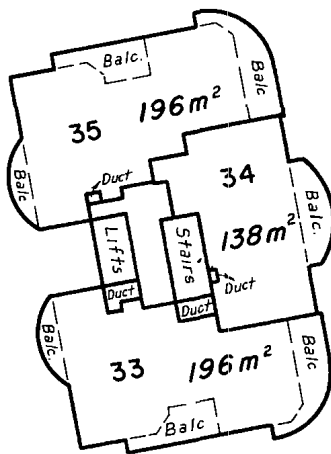
"SILVER QUAYS"

Regulation 8(1)

Sheet No. 18 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

LEVEL L.



Scale: 1:400

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



DIRECTOR

SECRETARY.

B. W. Hicks
B. W. HICKS
APPOINTED OFFICER

Shire Clerk
Town

BRISBANE CITY COUNCIL

Building Units and Group Titles Act 1980 — 1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 9)

Name of Building:

"SILVER QUAYS"

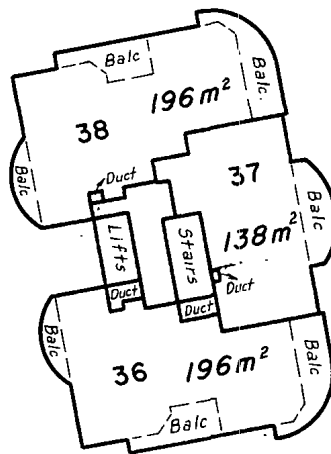
Regulation 8(1)

Sheet No. 19 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

LEVEL

M.



Scale: 1:400

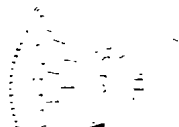
Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



DIRECTOR

SECRETARY



B. W. HICKS
APPOINTED OFFICER

BRISBANE CITY COUNCIL

Shire

Town

Clark

Name of Building:

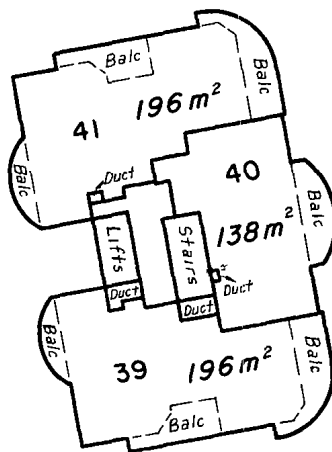
"SILVER QUAYS"

Regulation 8(1)

Sheet No 20 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

LEVEL N.



Scale: 1:400

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



DIRECTOR

SECRETARY

B. W. Hicks

Shire
Glenelg
Town

B. W. HICKS
APPOINTED OFFICER
BRISBANE CITY COUNCIL

Building Units and Group Titles Act 1980 — 1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 9)

Name of Building:

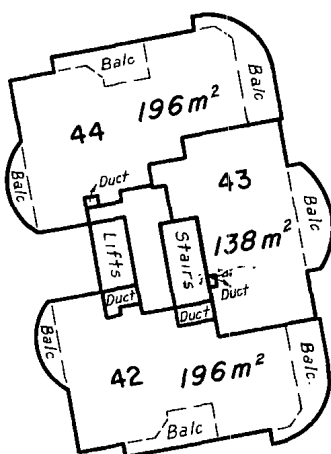
"SILVER QUAYS"

Regulation 8(1)

Sheet No. 21 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

LEVEL 0.



Scale: 1:400

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



[Signature]
DIRECTOR
[Signature]
SECRETARY



[Signature]
B. W. HICKS
APPOINTED OFFICER
BRISBANE CITY COUNCIL

Shire
Clerk
Town

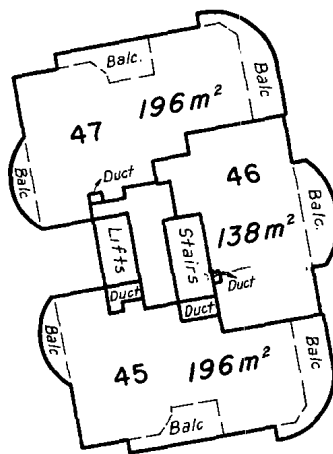
Building Units and Group Titles Act 1980 — 1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 9)

Name of Building: "SILVER QUAYS"

Regulation 8(1)
Sheet No 22 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

LEVEL P.



Floor areas are approximate only. Scale: 1:400

SIGNATURE OF REGISTERED PROPRIETOR:



[Signature] DIRECTOR
[Signature] SECRETARY

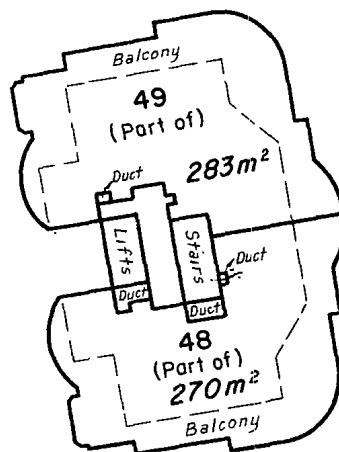
[Signature]
B. W. HICKS
APPOINTED OFFICER
BRISBANE CITY COUNCIL
Town

Name of Building: "SILVER QUAYS"

Regulation 8(1)
Sheet No. 23 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

LEVEL Q.



~~THE UNCOVERED PARTS OF LOTS 48 AND 49
ARE LIMITED IN HEIGHT TO 2.4 METRES
ABOVE FLOOR LEVEL.~~ *QR*

Scale: 1:400

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



J. J. J.
DIRECTOR
W. H. H.
SECRETARY

B. W. H.

B. W. HICKS
APPOINTED OFFICER
BRISBANE CITY COUNCIL

Shire
Clerk
Town

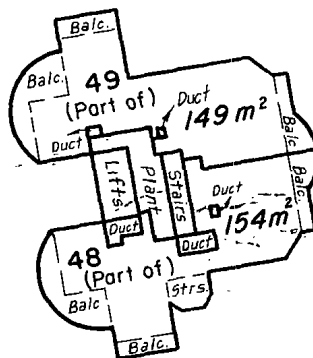
Building Units and Group Titles Act 1980 — 1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 9)

Name of Building: "SILVER QUAYS"

Regulation 8(1)
Sheet No. 24 of 24 Sheets

BUILDING UNITS PLAN NO. 10880

LEVEL R.



~~THE UNCOVERED PARTS OF LOTS 48 AND 49
ARE LIMITED IN HEIGHT TO 2.4 METRES
ABOVE FLOOR LEVEL.~~

Floor areas are approximate only Scale: 1:400

SIGNATURE OF REGISTERED PROPRIETOR:



[Signature]
DIRECTOR
[Signature]
SECRETARY

[Signature]
B. W. HICKS
APPOINTED OFFICER
BRISBANE CITY COUNCIL
Shire Clerk
Town

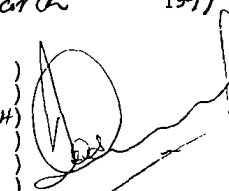
Form 35
Queensland
Real Property Act 1861-1985
Real Property Regulations 1986

GENERAL CONSENT

Item
(instrument to which this consent is to be bound) (1) Type of instrument: } Building Units Plan No.
Dealing number: }
OR }
Names of parties: } Tilquin Pty Ltd - Registered Proprietor
Date of instrument: }
(2) Title Reference: Vol: 8030 Fol: 57
(Full name of party consenting) (3) A.G.C. (Advances) Limited
(status) being the: Caveator
(Type and dealing number of instrument on which authority to consent is based) (nature of consent) under Caveat K552004Y
hereby consent to the registration of the instrument specified in Item (1) above.

(4) Signed this 22nd day of March 1991

A.G.C. (Advances) Limited by its
duly constituted Attorney (PAUL CHARLES WILCOX)
under Power of Attorney Dealing No. K450777H
who hereby declares that he is the SENIOR
EXECUTIVE (QUEENSLAND) of the
Company in the presence of:



.....
Party Consenting

(Signature of witness)

(Qualification) JUSTICE OF THE PEACE

(Full name to be printed)

This form may be used for a mortgagee's consent to a Building
Units/Group Titles Plan.

K. G. NORRIS & ASSOCIATES

LICd.

KENN G. NORRIS J.E. M.S. AUST. M.A.S.
VERNON A. SMITHSON A.M.S.O.I.
DAVID G. DEMPSEY J.E. S. & SUPV.
DREW P. CLARKE, L.S. & A.P. SO. S.M.
LAURENCE A. O'SHEA L.S. & SUPV.

12TH FLOOR M.L.C. CO-OP
15 ADELAIDE STREET
BRISBANE, Q. 4000
FAX (07) 221 3391
TELEPHONE (07) 221 9649

YOUR REF

OUR REF.

4679.s.88

DATE

5th March, 1991.

The Registrar of Titles,
Titles Office,
P.O. Box 1442,
BRISBANE, QLD. 4000.

Dear Sir,

"I Drew Ross Clarke", Licensed Surveyor of K.G. Norris and Associates, 15 Adelaide Street, Brisbane, 4000 hereby certify that, as at the date of the signing of my Certificate in Form 2 of the Building Units and Group Titles Regulations 1980, I had physically inspected the building known as "Silver Quays" and certify that it conforms to the Building Exits Plan as submitted herewith.

The lots are numbered in accordance with the numbering on the Building Units Plan.

Areas designated as parts of Lots (including garages) have been suitably identified and structurally divided.

All lots in the building are physically connected to each other in an approved manner.


.....
LICENSED SURVEYOR

Date... 5/3/91

Body corporate certificate

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 ...Page 2
- details of the property and community titles scheme ...Page 3
- by-laws and exclusive use areas ...Page 4
- lot entitlements and financial information ...Page 5
- owner contributions and amounts owing ...Page 6
- common property and assets ...Page 8
- insurance ...Page 9
- contracts and authorisations ...Page 10

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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 27/03/2026.

Becoming an owner

When you become an owner of a lot in a community title 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

Silver Quays 4677

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: Jessica Schmidt

Company: RUBICON Body Corporate Services

Phone: 3236 1000

Email: admin@rubiconbcs.com.au

☐ No

Accessing records

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

☒ The body corporate manager named above.

☐ The following person:

Name:

Role:

Phone:

Email:

Property and community titles scheme details

Lot and plan details

Lot number: 45

Plan type and number: BUP 10880

Plan of subdivision: ☐ Standard Format ☒ Building Format ☐ Volumetric Format

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 ☐ Commercial ☐ Small Schemes ☒ Standard

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?

☐ Yes
☒ No

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

Building management statement

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

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

☐ Yes
☒ 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.

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

- ☒ The community management statement includes the complete set of by-laws that apply to the scheme.
- ☐ The community management statement specifies the by-laws in Schedule 4 of the *Body Corporate and Community Management Act 1997* apply to the scheme.
- ☐ 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
- ☐ No

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:
(select all that apply)

- ☒ listed in the community management statement.
- ☐ given with this certificate.

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: 229

Total contribution schedule lot entitlements for all lots: 10000

Interest schedule

Interest schedule lot entitlement for the lot: 19

Total interest schedule lot entitlements for all lots: 1000

Statement of accounts

- ☒ The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's **administrative fund** for recurrent spending and the **sinking fund** for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a **promotion fund** that owners of lots have agreed to make payments to.

WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE. Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot 45 for the current financial year: \$10,615.00

Number of instalments: 4 (outlined below)

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

Discount for on-time payments (if applicable): 20.00%

Due date	Amount due	Amount due if discount applied	Paid
01/05/2025	\$2,198.40	\$1,758.72	☒ Yes ☐ No
01/05/2025	\$313.50	\$313.50	☒ Yes ☐ No
01/08/2025	\$2,198.40	\$1,758.72	☒ Yes ☐ No
01/08/2025	\$313.50	\$313.50	☒ Yes ☐ No
01/11/2025	\$459.80	\$459.80	☒ Yes ☐ No
01/11/2025	\$2,335.80	\$1,868.64	☒ Yes ☐ No
01/02/2026	\$459.80	\$459.80	☒ Yes ☐ No
01/02/2026	\$2,335.80	\$1,868.64	☒ Yes ☐ No

Sinking fund contributions

Total amount of contributions (before any discount) for lot 45 for the current financial year: \$9,160.00

Number of instalments: 4 (outlined below)

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

Discount for on-time payments (if applicable): 20.00%

Due date	Amount due	Amount due if discount applied	Paid
01/05/2025	\$2,290.00	\$1,832.00	☒ Yes ☐ No
01/08/2025	\$2,290.00	\$1,832.00	☒ Yes ☐ No
01/11/2025	\$2,290.00	\$1,832.00	☒ Yes ☐ No
01/02/2026	\$2,290.00	\$1,832.00	☒ Yes ☐ No

Special contributions (IF ANY)

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

Total amount of contributions (before any discount) for lot 45: \$0.00

Number of instalments: 0 (outlined below)

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

Discount for on-time payments (if applicable): 20.00%

Other amounts payable by the lot owner

For the current financial year there are:

- ☒ No other amounts payable for the lot.
- ☐ Amounts payable under exclusive use by-laws, totalling \$0.00
- ☐ Amounts payable under service agreements (that are not included in body corporate contributions for the lot), totalling \$0.00
- ☐ Other amounts payable, totalling \$0.00 (see explanation given with this certificate).

Summary of amounts due but not paid by the current owner

At the date of this certificate:

- ☐ All payments for the lot are up to date.
- ☐ The following amounts are due but not yet paid for the lot:
 - ☐ Overdue contributions: \$0.00
 - ☐ Penalties on overdue contributions: \$0.00
 - ☐ Other amounts due but not paid: \$0.00

Total amounts due but not paid: \$0.00

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.

☐ No

Current sinking fund balance (as at date of certificate): **\$740,105.41**

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.

☐ There are no authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition.

☒ 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.

Body corporate assets

The body corporate must keep a register of all body corporate assets worth more than \$1,000.

☐ The body corporate does not have any assets that it is required to record in its register.

☒ A copy of the body corporate register of assets is given with this certificate.

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, the:

- type of policy;
- name of the insurer;
- sum insured;
- amount of premium; and
- excess payable on a claim

are given with this certificate.

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?

☐ Yes

☒ 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.

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 - Melanie Cotter
- ☐ No

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

- ☒ Yes
- ☐ No

Embedded network electricity supply

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

- ☐ Yes
- ☒ 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: Jessica Schmidt

Position/s held: Strata Manager

Signature/s : Darren Taylor, Director Rubicon BCS Pty Ltd

Date: 27/03/2026

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

ANNUAL FINANCIAL STATEMENTS

For the period 1 May 2024 to 30 April 2025

Prepared For

Silver Quays

CTS 4677

30 O'Connell Street
KANGAROO POINT QLD
QLD 4169

Manager

Jessica Schmidt
RUBICON Body Corporate Services

Printed

27 March 2026

Balance Sheet

Administrative & Sinking Fund

Body Corporate for Silver Quays CTS 4677

As at 30th April 2025

30 O'Connell Street KANGAROO POINT QLD QLD 4169

ABN/ACN 43 480 074 247

Assets

2025

Cash		473,598.60
Investment Account	Note 9	417,042.00
Prepaid Expenses	Note 10	9,745.74
GST Asset		14,912.02
GST balance to collect		15,268.37
Total Assets		\$ 930,566.73

Liabilities

Levies in Advance	Note 12	160,229.34
Accounts Payable Liability	Note 13	23,250.91
Unearned Revenue	Note 14	816.80
Unallocated Monies Received	Note 11	191.28
Total Liabilities		\$ 184,488.33

Net Assets	\$ 746,078.40
-------------------	----------------------

Equity

Administrative Fund	18,893.50
Sinking Fund	727,184.90
Total Equity	\$ 746,078.40

Income and Expenditure Statement

Administrative Fund

Body Corporate for Silver Quays CTS 4677

1 May 2024 to 30 April 2025

30 O'Connell Street KANGAROO POINT QLD QLD 4169

ABN/ACN 43 480 074 247

Income

Discount Levies - normal	(65,474.65)
Levy Fees - normal	396,377.21
Levy Fees - other	118.20

Total Administrative Fund Income	331,020.76
---	-------------------

Expenditure

Accountant - BAS/IAS fees	550.00
Accountant - Income Tax Preparation	350.00
Admin - Software licence fees - Urbanise	853.56
Air Conditioning Maintenance	8,402.00
Auditor	700.00
Body Corporate Manager - Audit preparation	250.00
Body Corporate Manager - disbursements	5,024.25
Body Corporate Manager - management fees	10,550.82
Body Corporate Manager - schedule C fees	7,372.48
Caretaking Services - building manager	113,643.54
Cleaning Service	14,662.32
Consultant - O H & S	891.82
Electrical Repairs	9,620.55
Electricity	32,274.68
Fire Protection Services - QF&RS monitoring	3,434.45
Fire Protection Services - maintenance contract	11,387.76
Garden/Lawn Maintenance	1,569.52
Insurance Premiums - building	59,892.06
Insurance Premiums - workers compensation	182.68
Legal Services	1,000.00
Lift Maintenance - Lift Registration - no GST	1,069.28
Lift Maintenance - maintenance contract	12,668.67
Minor Building Maintenance	5,940.49
Pest Control Services	4,340.00
Plumbing Maintenance	3,883.54
Pool Maintenance	3,000.30
Security Services	4,853.52
Telephone & Internet Services	600.00
Tennis Courts	1,565.00
Tools & Equipment	1,914.59

Total Administrative Fund Expenditure	322,447.88
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Surplus / Deficit for period	8,572.88
-------------------------------------	-----------------

Income and Expenditure Statement (continued)

Administrative Fund

Body Corporate for Silver Quays CTS 4677

1 May 2024 to 30 April 2025

30 O'Connell Street KANGAROO POINT QLD QLD 4169

ABN/ACN 43 480 074 247

Summary

Opening Balance as at 1 May 2024	10,320.62
Total Revenue during period	331,020.76
Total Expenditure during period	(322,447.88)
Administrative Fund balance as at 30 April 2025	\$ 18,893.50

Income and Expenditure Statement

Sinking Fund

Body Corporate for Silver Quays CTS 4677

1 May 2024 to 30 April 2025

30 O'Connell Street KANGAROO POINT QLD QLD 4169

ABN/ACN 43 480 074 247

Income

Discount Levies - normal	(67,275.92)
Investment Transactions - interest received	27,696.31
Levy Fees - normal	345,451.83
Non-Mutual Revenue - lease agreement	88,457.45

Total Sinking Fund Income	394,329.67
----------------------------------	-------------------

Expenditure

Air Conditioning Maintenance	1,247.00
Consultant	1,252.73
Electrical Repairs	2,910.69
Exterior Finishes - building	4,480.91
Fire Protection Equipment	8,376.36
Garden/Lawn Maintenance	8,934.55
Interior Finishes - lobby/foyer	339,783.03
Lighting Maintenance	11,426.97
Minor Building Maintenance	13,410.12
Roadways, Driveways & Parking	12,199.00
Taxes, Fees & Charges - PAYG instalments	2,868.00
Taxes, Fees & Charges - income tax	5,284.20

Total Sinking Fund Expenditure	412,173.56
---------------------------------------	-------------------

Surplus / Deficit for period	(17,843.89)
-------------------------------------	--------------------

Summary

Opening Balance as at 1 May 2024	745,028.79
Total Revenue during period	394,329.67
Total Expenditure during period	(412,173.56)

Sinking Fund balance as at 30 April 2025	\$ 727,184.90
---	----------------------

Notes To Financial Statements

Body Corporate for Silver Quays CTS 4677

30 O'Connell Street KANGAROO POINT QLD QLD 4169

ABN/ACN 43 480 074 247

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the body corporate's financial reporting requirements under the Body Corporate and Community Management Act 1997. The accounting policies used in the preparation of this report, as described below, are in the opinion of the body corporate manager appropriate to meet the needs of owners.

(a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption.

(b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Body Corporate, is taxable at the current company tax rate of 30%. Assessable income received by the Body Corporate in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the body corporate and is therefore not depreciable. Non-fixed assets that are purchased by the body corporate are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 GST Rounding

Any items shown as "GST Rounding" in the Income and Expenditure Statement represents the rounded amount not included in any amounts paid to the ATO when calculating GST transactions. This amount is net of GST.

Note 8 GST balance to collect

Any items shown as "GST balance to collect" in the Balance Sheet represents the GST portion of any invoices that are due and accrue in the next financial year. EG. Interim levies issued in this reporting period that are for a levy period in the next financial year. The invoice (net of GST) is not an asset as the accrual period has not started. However the GST portion is considered both an asset and a liability as at the invoice date. The asset is reported as "GST balance to collect".

Note 9 Investment Account

Detail	Amount
SILVER QUAYS MBL 247114929 TD NO 10	217042.00
SILVER QUAYS MBL 225298249 TD NO 14	200000.00
	\$ 417,042.00

Note 10 Prepaid Expenses

Detail	Amount
Honan Insurance Group Insurance renewal- 31/05/24- 31/05/25	5557.04
Queensland Fire and Emergency Services Alarm management charge- 01/07/24- 30/06/25	640.57
KONE Elevators Pty Ltd Lift maintenance- 01/04/25- 30/06/25	2346.80
FIRE BOAR Fire equipment maintenance- 01/10/24- 30/09/25	306.63

These notes (other than notes added by the body corporate manager) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd (www.mystrata.com). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants and certified as being compliant with the requirements of the Body Corporate and Community Management Act 1997 by a leading strata and community titles lawyer. The accuracy of data used to generate the accounts is the responsibility of the software user.

Notes To Financial Statements

Body Corporate for Silver Quays CTS 4677

30 O'Connell Street KANGAROO POINT QLD QLD 4169

ABN/ACN 43 480 074 247

Detail	Amount
Chubb Fire and Security Pty Ltd Comprehensive maintenance- 01/04/25- 30/06/25	894.70
	\$ 9,745.74

Note 11 Unallocated Monies Received - also see note 3

Detail	Amount
Lot: 6 Unit: 6	172.20
Lot: 29 Unit: 29	19.08
	\$ 191.28

Note 12 Levies in Advance - also see note 2

Detail	Amount
Lot: 2 Unit: 2	3944.60
Lot: 3 Unit: 3	3944.60
Lot: 4 Unit: 4	3944.60
Lot: 5 Unit: 5	3944.60
Lot: 6 Unit: 6	3944.60
Lot: 7 Unit: 7	3944.60
Lot: 8 Unit: 8	3944.60
Lot: 9 Unit: 9	3977.60
Lot: 10 Unit: 10	3037.72
Lot: 12 Unit: 12	3037.72
Lot: 13 Unit: 13	2691.12
Lot: 15 Unit: 15	3211.02
Lot: 16 Unit: 16	2691.12
Lot: 17 Unit: 17	3384.32
Lot: 18 Unit: 18	3211.02
Lot: 19 Unit: 19	2691.12
Lot: 20 Unit: 20	3384.32
Lot: 21 Unit: 21	3384.32
Lot: 22 Unit: 22	2691.12
Lot: 23 Unit: 23	3557.62
Lot: 24 Unit: 24	3384.32
Lot: 25 Unit: 25	2864.42
Lot: 26 Unit: 26	3557.62
Lot: 27 Unit: 27	3557.62
Lot: 28 Unit: 28	3037.72
Lot: 29 Unit: 29	3730.92
Lot: 30 Unit: 30	3557.62
Lot: 31 Unit: 31	3037.72
Lot: 32 Unit: 32	3730.92
Lot: 33 Unit: 33	3730.92
Lot: 34 Unit: 34	3037.72
Lot: 35 Unit: 35	3730.92
Lot: 36 Unit: 36	3730.92
Lot: 37 Unit: 37	3037.72
Lot: 38 Unit: 38	3904.22
Lot: 39 Unit: 39	3730.92
Lot: 40 Unit: 40	3211.02
Lot: 41 Unit: 41	3904.22
Lot: 42 Unit: 42	540.00
Lot: 43 Unit: 43	3211.02
Lot: 44 Unit: 44	3983.44
Lot: 45 Unit: 45	3904.22
Lot: 46 Unit: 46	3384.32
Lot: 47 Unit: 47	3983.44
Lot: 48 Unit: 48	5066.80
Lot: 49 Unit: 49	5116.30
	\$ 160,229.34

Note 13 Accounts Payable Liability

Notes To Financial Statements

Body Corporate for Silver Quays CTS 4677

30 O'Connell Street KANGAROO POINT QLD QLD 4169

ABN/ACN 43 480 074 247

Detail	Amount
Finn Air Pty Ltd AC preventive maintenance- April 2025	702.90
Opec Construction Pty Ltd Variation 2- Kone elevators	15123.35
Origin 747428 Electricity- 01/04/25- 30/04/25	3146.29
RUBICON Body Corporate Services BCM Additional Services April 2025	1264.76
RUBICON Body Corporate Services BCM Services April 2025	1466.43
Spar Kell Pool Supplies and Services Pool service & chemicals 30/04/25	271.75
The Rettoc Trust Reimbursement various items	1275.43
	\$ 23,250.91

Note 14 Unearned Revenue

Detail	Amount
44 OConnell Street Developments Pty Ltd Development project - 6 Monthly access fee (Nov to May)	816.80
	\$ 816.80

Body Corporate for Silver Quays CTS 4677

30 O'Connell Street KANGAROO POINT QLD QLD 4169

ABN/ACN 43 480 074 247

REGISTER OF ASSETS

Date of Acquisition	Cost of Asset	Brief Description of Asset	Received From	Address	Disposal Date	Disposed To
05/10/22	\$4,698.10	REPLACE FAULTY VARIABLE SPEED DRIVE	Finn Air Pty Ltd	INV# 224876		
22/04/22	\$4,790.50	COOLING TOWER FAN MOTOR CELL 1A	Finn Air Pty Ltd	Refer to Inv# 222675		
11/01/23	\$2,550.00	Supply/ install viron v45 salt chlorinator	G and S Pool Service	INV# IV00000005180		
31/07/22	\$2,546.44	Install new drain system 1 & system 2	Olympic Fire Services	Refer to inv# 325126 (drain system amount + gst)		
03/03/22	\$2,550.00	1500 pool pump	G and S Pool Service			
10/03/23	\$4,986.30	Replace exhaust fan- roof top	Finn Air Pty Ltd	INV# 227220		
17/04/23	\$4,061.20	Replace check valves & vibration eliminators	Finn Air Pty Ltd	INV# 227679		
03/07/23	\$2,575.00	M400 robotic pool cleaner Maytronics	G and S Pool Service	IV00000005492		
24/08/23	\$8,291.07	Supply & install pump start, vibration eliminator & 3 phase jockey pump	Olympic Fire Services	INV# 5808		
04/09/23	\$2,082.65	Supply & install electric hot water service	Traeger Plumbing Pty Ltd	INV# 7944		
15/09/23	\$1,012.00	REPLACE FAULTY BIOCID PUMP	Finn Air Pty Ltd	inv# 229701		

Insurance Report

Body Corporate for Silver Quays CTS 4677

Policy number : HQ0006149040

30 O'Connell Street KANGAROO POINT QLD QLD 4169

Insurance Policy Details

Policy Number:	HQ0006149040
Period of Insurance:	31 May 2025 to 31 May 2026
Insurance Company:	Flex Insurance
Broker (if any):	Honan Insurance Group
Amount of Premium:	\$ 80,904.82
Paid Date:	2 June 2025

Policy Type	Amount of cover	Excess
Damage (i.e. Building) Policy	65,311,003.00	5,000.00
Loss Of Rent/Temporary Accommodation	9,796,650.00	0.00
Legal Defense Expenses	50,000.00	1,000.00
Office Bearers Liability Insurance	10,000,000.00	5,000.00
Workplace Health & Safety - Breaches	100,000.00	0.00
Audit Expenses	25,000.00	0.00
Lot Owner's Fixtures and Improvements	250,000.00	5,000.00
Voluntary Workers Insurance	200,000/2,000	5,000.00
Machinery Breakdown Insurance	100,000.00	1,000.00
Building Catastrophe	30%	5,000.00
Common Area Contents	653,111.00	5,000.00
Property, Death and Injury (Public Liability)	30,000,000.00	1,000.00
Fidelity Guarantee Insurance	250,000.00	500.00

Note

EXCESSES as per policy wording except: □ Basic Excess “ all claims \$5,000 □ Special Excess - □ Earthquake “ \$5,000 □ Storm - \$25,000 □ Water Damage \$25,000 - The following Excess will apply to Section 1 “ Insured Property for loss or damage caused by: 1. Damage from □ bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry water; 2. Rainwater 3. Flood. □ Liability to Others - \$1,000 □ Fidelity Guarantee - \$500 □ Office Bearers’s™ Legal Liability - \$5,000 □ Machinery Breakdown - \$500



For your immediate information

**THERE IS A GAS PIPELINE OR GAS ASSETS
located in close vicinity to your works.**

Enquiry Date: 31/03/2026
Enquirer: Louise Mitchell
Sequence Number: 270593991
Work Site Address: 30 O'Connell St
Kangaroo Point
QLD 4169

Thank you for your Before You Dig enquiry regarding the location of gas assets.

We confirm there are Gas Assets located in close vicinity of the above location.

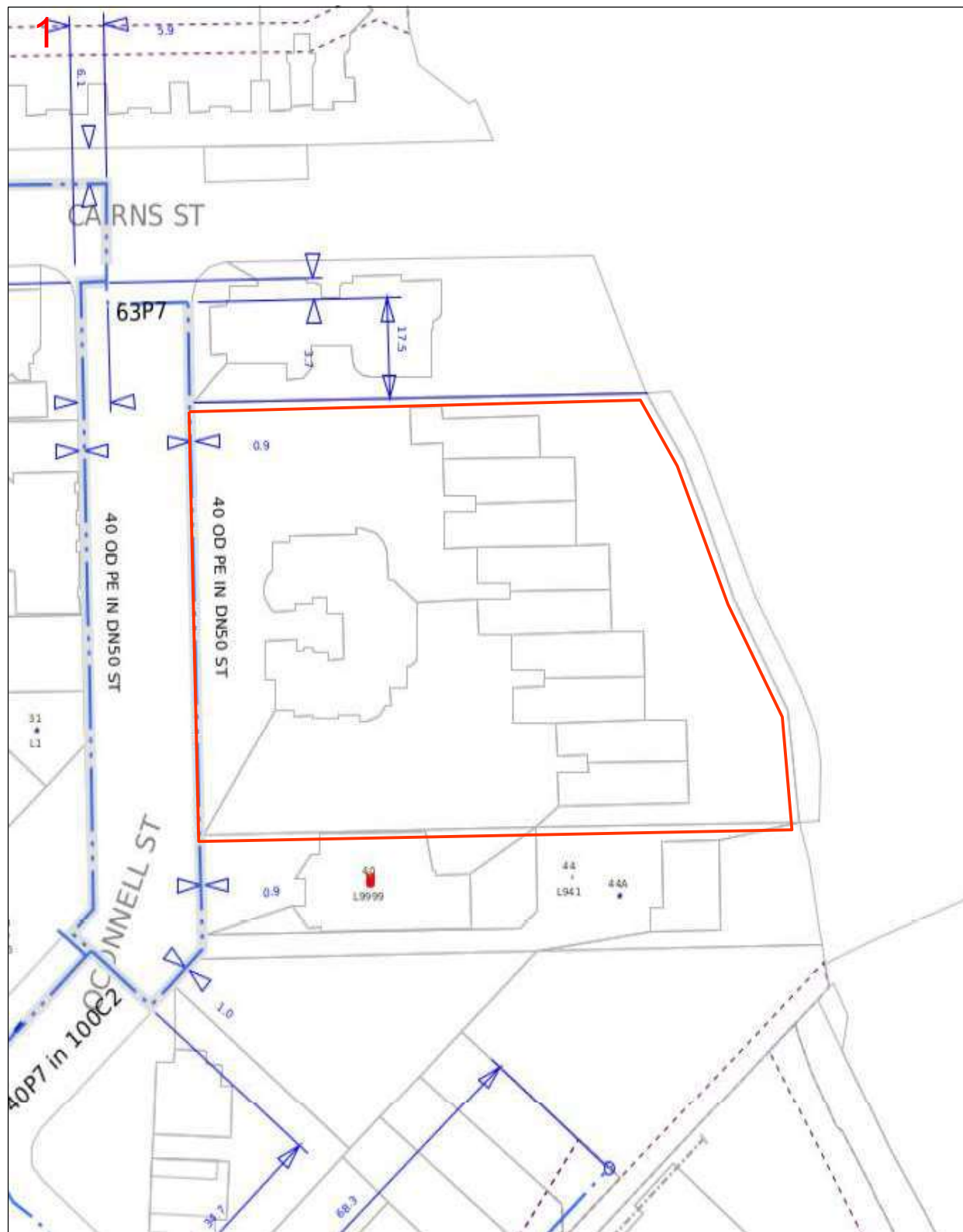
Caution: Damage to gas assets may result in explosion, fire and personal injury.

Please ensure you read all the relevant information contained in this response to your BYDA enquiry including reviewing the **APA Guidelines for Works Near Existing Gas Assets** and clearly understand and comply with all requirements relating to your scope of work.

If you have any queries relating to this information, or you are unable to comply with requirements of the APA Guidelines for Works Near Existing Gas Assets contact the APA Before You Dig Officer

- Phone 1800 085 628
- Email BYDA_APA@apa.com.au

for clarification before proceeding with any work.



Scale 1: 700

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



Enquiry Area

Map Key Area



Legend

PIPE LEGEND: GAS TYPE AND PRESSURE

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

PIPE LEGEND: SPECIAL DESIGNATION

	Low pressure	Medium pressure	High pressure	Transmission
Critical main (yellow highlight)				
Casing (grey highlight)				not applicable

These designations typically apply to any pipe type and pressure

PIPE LEGEND: OTHER STATUS

Abandoned pipe	
Idle or inactive pipe	

ABBREVIATION

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

OBJECT SYMBOLS

Valve		CP test station		Syphon	
Buried valve		CP anode		Marker	
Regulator station		CP bond wire		Part service ^A	
Gas connected property		CP rectifier terminal			

^AA live gas service terminated underground within the property boundary, available for future extension to the gas meter.

PIPE CODE AND MATERIAL

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

INTERPRETATION EXAMPLE

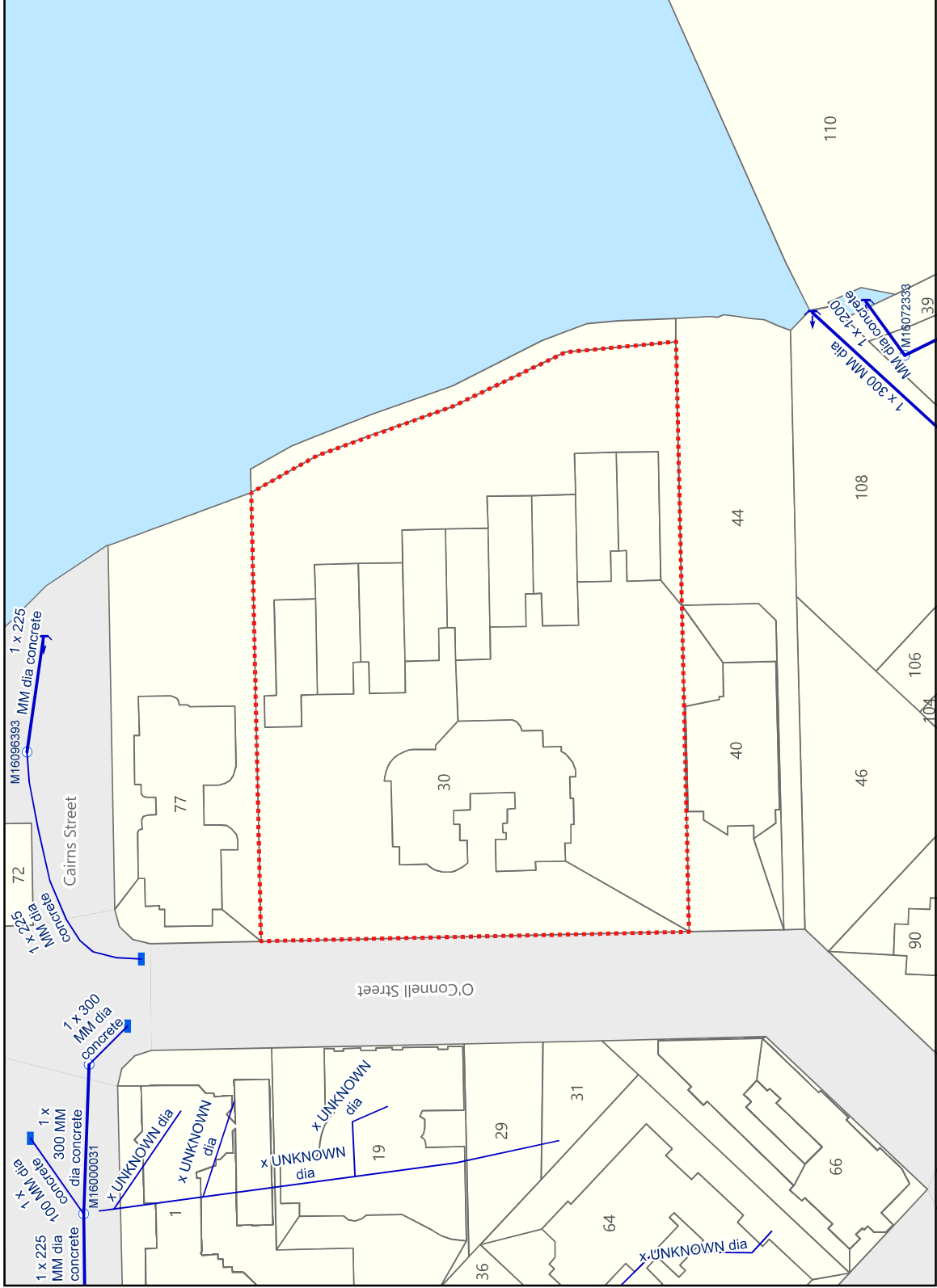
	High pressure, 40 mm polyethylene in an 80 mm cast iron casing
	Medium pressure, 63 mm steel

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

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



Job # 52767500
Seq # 270593989
Provider: Brisbane City Council
Telephone: (07) 3403 8888

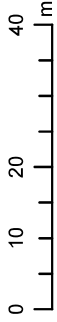


- Legend**
- BYDA Enquiry
 - Stormwater Network
 - Stormwater Drain
 - Stormwater Gully / Roofwater Connection
 - Stormwater Maintenance Hole
 - Stormwater Gully Pit
 - Pipe End Outlet

Disclaimer:
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Data must not be used for direct marketing or be used in breach of the privacy laws.
Copyright of data is as follows:
Cadastre and Street Names © 2020 State of Queensland (Department of Natural Resources, Mines and Energy)
Caution: This map may contain the locations of abandoned underground asbestos pipes. Council gives no warranty to the completeness or accuracy of these records. Appropriate care needs to be taken in all cases.



Scale 1:1,000



In an emergency contact Brisbane City Council on 07 3403 8888
31/03/26 (valid for 30 days)

Plans generated by
SmarterWX™ Automate

Assets found

Before You Dig Australia (BYDA) Request

Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.

The attached Plan details ENERGEX's Assets in relation to Your nominated search area.

Ensure You read and understand the important notes outlined below.

You: **BYDA Enquiry No:**

Louise Mitchell 270593993

Company: **Date of Response:**

Australian Law Group 31 Mar 2026

Search Location: **Period of Plan Validity:**

30 O'Connell St
Kangaroo Point,
QLD 4169 4 Weeks

External Comments (if any):

WARNING: When working in the vicinity of Energex's Assets You have a legal Duty of Care that must be observed.

It is important that You note:

1. Immediately report life threatening emergencies to Emergency Services on **000** or to ENERGEX on **13 19 62**.
2. Please read and understand all the information and disclaimers provided - including the Terms and Conditions on the attached pages.
3. We have only searched the area which has been nominated in the request. If this nominated area is not what You require, please resubmit another enquiry with BYDA.
4. Plans provided by ENERGEX are only an indication of the presence of underground Assets within the nominated area. Locations provided are approximate and the plans are not suitable for scaling purposes, as exact ground cover and alignments cannot be provided. You must confirm the exact location of Assets by use of an electronic cable locator followed by careful, non-mechanical excavation (i.e. potholing).
5. Plans provided by ENERGEX do not encompass ENERGEX's overhead Assets.
6. ENERGEX, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and details supplied pursuant to the BYDA Request and You agree to indemnify ENERGEX against any claim or demand for any such loss or damage to You, Your servants or Your agents.
7. You are responsible for any damage to underground Assets caused by works pursuant to or in any way connected with this BYDA Request.

8. In addition to underground cables marked on attached plan, there could be underground earth conductors, underground substation earth conductors, Multiple Earthed Networks (MEN) conductors, Single Wire Earth Return (SWER) Substation Earth Conductors, Air Break Switch (ABS) Earth Mats or Consumer Mains in the vicinity or private underground cables (inc. consumers' mains that may run from ENERGEX mains onto private property) in the vicinity of the nominated work area(s) that are not marked on the plans.
9. Independent underground cable locators can be found by using the "Find a locator" option available within the BYDA enquiry response with LV Cable (up to 1kV), HV Cable (1kV-<33kV) & HV cable (33kV and over) displayed.
10. The ENERGEX Before You Dig Australia (BYDA) information map(s) provide the vicinity of underground cable and will not be adequate for conveyancing purposes. A Request for Search (Property Search) can be arranged through ENERGEX.
11. The attached plans are only valid for a period of four weeks from receipt. If excavation does not commence within four weeks, a new plan should be obtained.
12. The ENERGEX BYDA map (named maps.pdf) may contain shaded area(s), indicating the location of planned work(s). Should You find planned works that You believe may affect Your planned work(s), please contact the ENERGEX BYDA team on the details listed below.
13. ENERGEX may contact You to discuss Your proposed excavation in the vicinity of feeders identified on the attached plan(s).
14. Do not access any Assets, for example, conduits, cables, pits or cabinets.
15. Your work will need to comply with:
 - [Working near overhead and underground electric lines - Electrical safety code of practice 2020](#)
 - [Managing Electrical Risk in Workplace Electrical Safety Code of Practice \(2013\)](#)
 - [Excavation Work Code of Practice \(2021\)](#)

NOTE: Where Your proposed work location contains ENERGEX 33kV or greater Underground cables please access the [Energex before you dig Website](#) for more information.

General enquiries (7:00am - 5:30pm Mon to Fri) **13 12 53**

Life threatening emergencies only triple zero (000) or **13 19 62**

To re-submit or change the nominated search area please visit [BYDA.com.au](#)

E: custserve@energex.com.au

E: byda@energyq.com.au

ABN: 40 078 849 055



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

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as [Adobe Acrobat Reader \(for PDF files\)](#).



BYDA

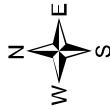
Sequence: 270593993
Date: 31/03/2026
Scale: 1:1025
Title No: **OVERVIEW**

**CAUTION - HIGH
VOLTAGE**

LEGEND

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

AS5488 Category "D" Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information provided, Pellican Corp and its subsidiaries, including Pellican Corp, do not warrant, represent or guarantee the accuracy, completeness or reliability of the information provided. Pellican Corp shall have no liability whatsoever in relation to any loss, damage, cost or expense arising from the use of the information provided, whether or not such information is used in accordance with its intended purpose. Use of such information is subject to the terms and conditions of the license agreement and constitutes acceptance of these terms.



BYDA

Sequence: 270593993
Date: 31/03/2026

Scale: 1:500
Title No: 1

**CAUTION - HIGH
VOLTAGE**

LEGEND

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

AS5488 Category "D" Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information provided, Pellican Corp and its subsidiaries, including Pellican Corp, do not warrant, represent or guarantee the accuracy, completeness or reliability of the information provided. Pellican Corp shall have no liability whatsoever in relation to any loss, damage, cost or expense arising from the use of the information provided, whether or not such information is used in connection with the design, construction or operation of the project. Use of such information is subject to and constitutes acceptance of these terms.



BYDA

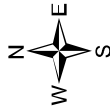
Sequence: 270593993
Date: 31/03/2026
Scale: 1:500
Tile No: 2

**CAUTION - HIGH
VOLTAGE**

LEGEND

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

AS5488 Category 'D' Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan, Pellican Corp neither Energex nor Pellican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan. The user acknowledges and agrees that the user shall be responsible for obtaining and verifying the accuracy of the information contained in this plan. Use of such information is subject to and constitutes acceptance of these terms.



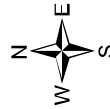
BYDA

Sequence: 270593993
Date: 31/03/2026
Scale: 1:500
Title No: 3

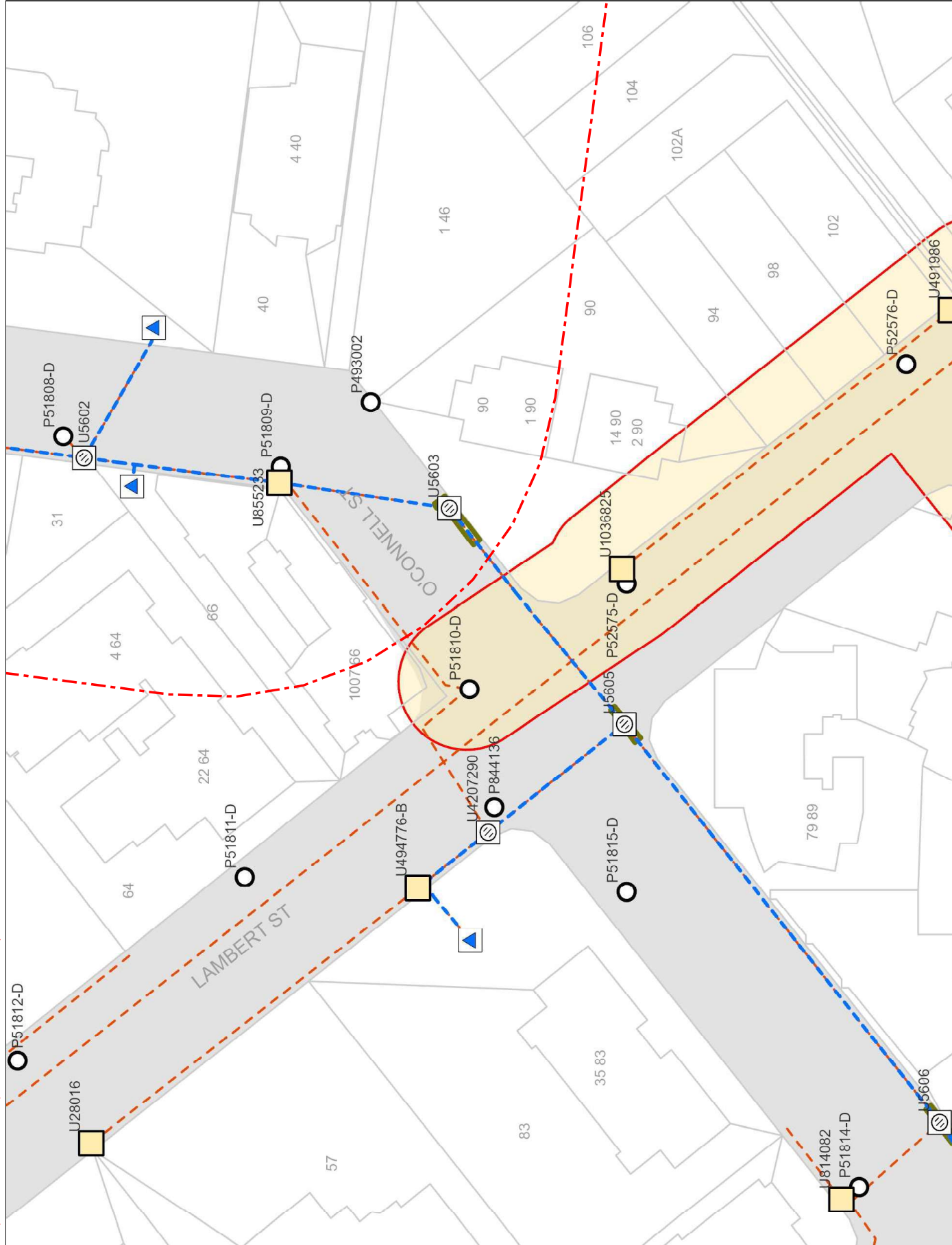
**CAUTION - HIGH
VOLTAGE**

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

AS5488 Category 'D' Plan



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LEGEND



Parcel and the location



Pit with size "5"



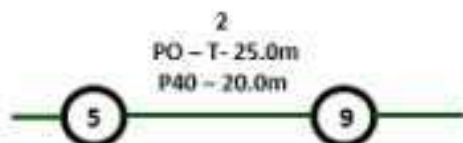
Power Pit with size "2E".
Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.



Manhole



Pillar



Cable count of trench is 2.
One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart.
One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.



2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.



Trench containing any **INSERVICE/CONSTRUCTED** (Copper/RF/Fibre) cables.



Trench containing only **DESIGNED/PLANNED** (Copper/RF/Fibre/Power) cables.



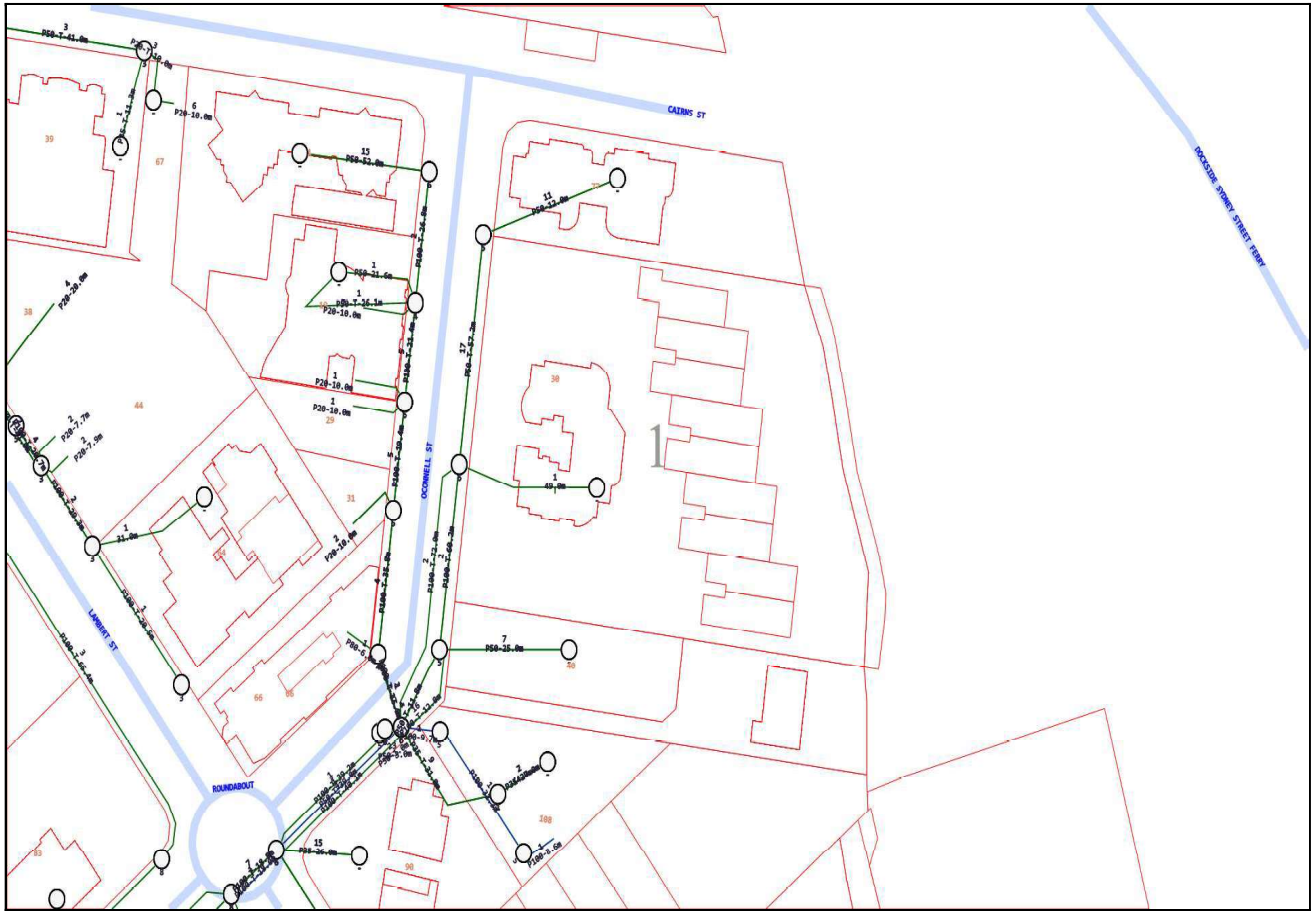
Trench containing any **INSERVICE/CONSTRUCTED** (Power) cables.

BROADWAY ST

Road and the street name "Broadway ST"

Scale

0 20 40 60 Meters
1:2000
1 cm equals 20 m



Emergency Contacts

You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.



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

Sequence Number: 270593988

Date Generated: 31 Mar 2026



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



Date: 31 Mar 2026
To: Louise Mitchell
Company: Australian Law Group
Address: PO BOX 237
toowong, QLD 4066

ENQUIRY DETAILS

Location: 30 O'Connell St, Kangaroo Point, QLD 4169
Sequence No.: 270593988
BYDA Reference: 52767500

In relation to your enquiry concerning the above location, Optus advises as follows:

Optus records indicate that there ARE underground Optus FIBRE OPTIC TELECOMMUNICATIONS ASSETS in the vicinity of the above location as per the attached drawing(s).

PLEASE NOTE that any interference with these assets may be considered an offence under the Criminal Code Act 1995 (Cth). Optus reserves the right to seek compensation for loss or damage to its assets including consequential loss.

This reply is valid for a period of 30 days from the date above.

IMPORTANT INFORMATION

Asset location drawings provided by Optus are reference diagrams and are provided as a guide only. The completeness of the information in these drawings cannot be guaranteed. Exact ground cover and alignments cannot be provided with any certainty as these may have altered over time. Depths of telecommunications assets vary considerably as do alignments. It is essential to identify the location of any Optus assets in the vicinity prior to engaging in any works.

All Optus assets in the vicinity of any planned works will need to be electronically located to ascertain their general location. Depending on the scope of planned works in the vicinity, the assets may also need to be physically located.

YOU MUST ENGAGE THE SERVICES OF ONE OF THE OPTUS ASSET ACCREDITED LOCATORS TO CARRY OUT ASSET LOCATION (REFER LIST OF ACCREDITED LOCATORS AT THE END OF THIS OPTUS RESPONSE).

Unless otherwise agreed with Optus, where an on-site asset location is required, the requestor is responsible for all costs associated with the locating service including (where required) physically exposing the Optus asset.

DUTY OF CARE

When working in the vicinity of telecommunications assets you have a legal "Duty of Care" and non-interference that must be observed.

It is your responsibility as the requesting party (as a landowner or any other party involved in the planned works) to design for minimal impact to any existing Optus asset. Optus can assist at the design stage through consultation.

It is also your, as the requesting party (or your representative's), responsibility to:

- Obtain location drawings (through the Before You Dig Australia process) of any existing Optus assets at a reasonable time before any planned works begin;
- Have an Optus Accredited Asset Locator identify the general location of the Optus asset and physically locate the asset where planned works may encroach on its alignment; and
- Contact Optus for further advice where requested to do so by this letter.

DAMAGE TO ANY OPTUS ASSET MUST BE REPORTED TO 1800 505 777 IMMEDIATELY

You, your head contractor, and any relevant subcontractor are all responsible for any Optus asset damage as a result of planned activities in the vicinity of Optus assets.

This applies where works commence prior to obtaining Optus drawings, where there is failure to follow instructions or during any construction activities.

Optus reserves the right to recover compensation for loss or damage to its assets including consequential loss. Also, you, your head contractor and any relevant subcontractor may also be liable for prosecution under the Criminal Code Act 1995 (Cth).

ASSET RELOCATIONS

You are not permitted by law to relocate, alter or interfere with any Optus asset under any circumstance. Any unauthorised interference with an Optus asset may lead to prosecution under the Criminal Code Act 1995 (Cth). Enquiries relating to the relocation of Optus assets must be referred to the relevant Optus Damages and Relocations Team (refer to "FURTHER ASSISTANCE").

APPROACH DISTANCES

On receipt of Optus asset location drawings and prior to commencing any planned works near an Optus asset, engage an Optus Accredited Locator to undertake a general location of the Optus asset.

Physical location of the Optus asset by an Optus Accredited Locator will also be required where planned works are within the following approach distances of the general location of the Optus asset:

- a) In built up metropolitan areas where road and footpaths are well defined by kerbs or other features a minimum clear distance of 1 meter must be maintained from the general location of the Optus asset.
- b) In non-established or unformed metropolitan areas, a minimum clear distance of 3 meters must be maintained from the general location of the Optus asset.
- c) In country or rural areas where wider variations may exist between the general and actual location of an Optus asset may exist, then a minimum clear distance of 5 meters must be maintained from the general location of the Optus asset.

If planned works are parallel to the Optus asset, then the Optus asset must be physically located by an Optus Accredited Locator at a minimum of 5 meter intervals along the length of the parallel works prior to work commencing.

Under no circumstances is crossing of any Optus asset permitted without physical location of the asset being carried out by an Optus Accredited Locator. Depending on the asset involved an Optus representative may be required onsite.

The minimum clearances to the physical location of Optus assets for the following specific types of works must be maintained at all times.

Note: Where the clearances in the following table cannot be maintained or where the type of work differs from those listed then advice must be sought from the relevant Optus Damages and Relocations Team (refer to "FURTHER ASSISTANCE").

Type of Works	Clearance to Physical Location of Optus Asset
Jackhammers / Pneumatic Breakers	Not within 1 meter.
Light duty Vibrating Plate or Wacker Packer type compactors (not heavy road construction vibrating rollers etc.)	500mm compact clearance cover before a light duty compactor can be used over any Optus conduit. No compaction permitted over Optus direct buried cable without prior approval from Optus.
Boring Equipment (in-line, horizontal and vertical)	Not within 5 meters parallel of the Optus asset location without an Accredited Optus Asset Locator physically exposing the Optus asset and with an Optus representative onsite. Not to cross the Optus asset without an Accredited Optus Asset Locator physically exposing the Optus asset and with an Optus representative onsite.

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

ASSET CLEARANCES AFTER COMPLETION OF WORKS

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

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

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

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

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

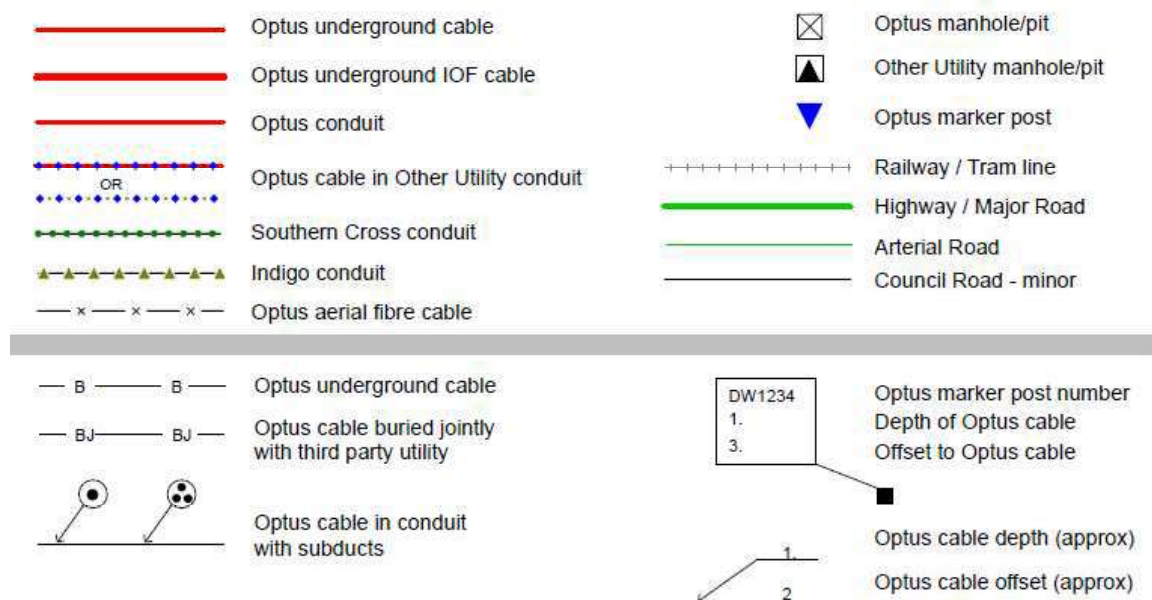
FURTHER ASSISTANCE

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

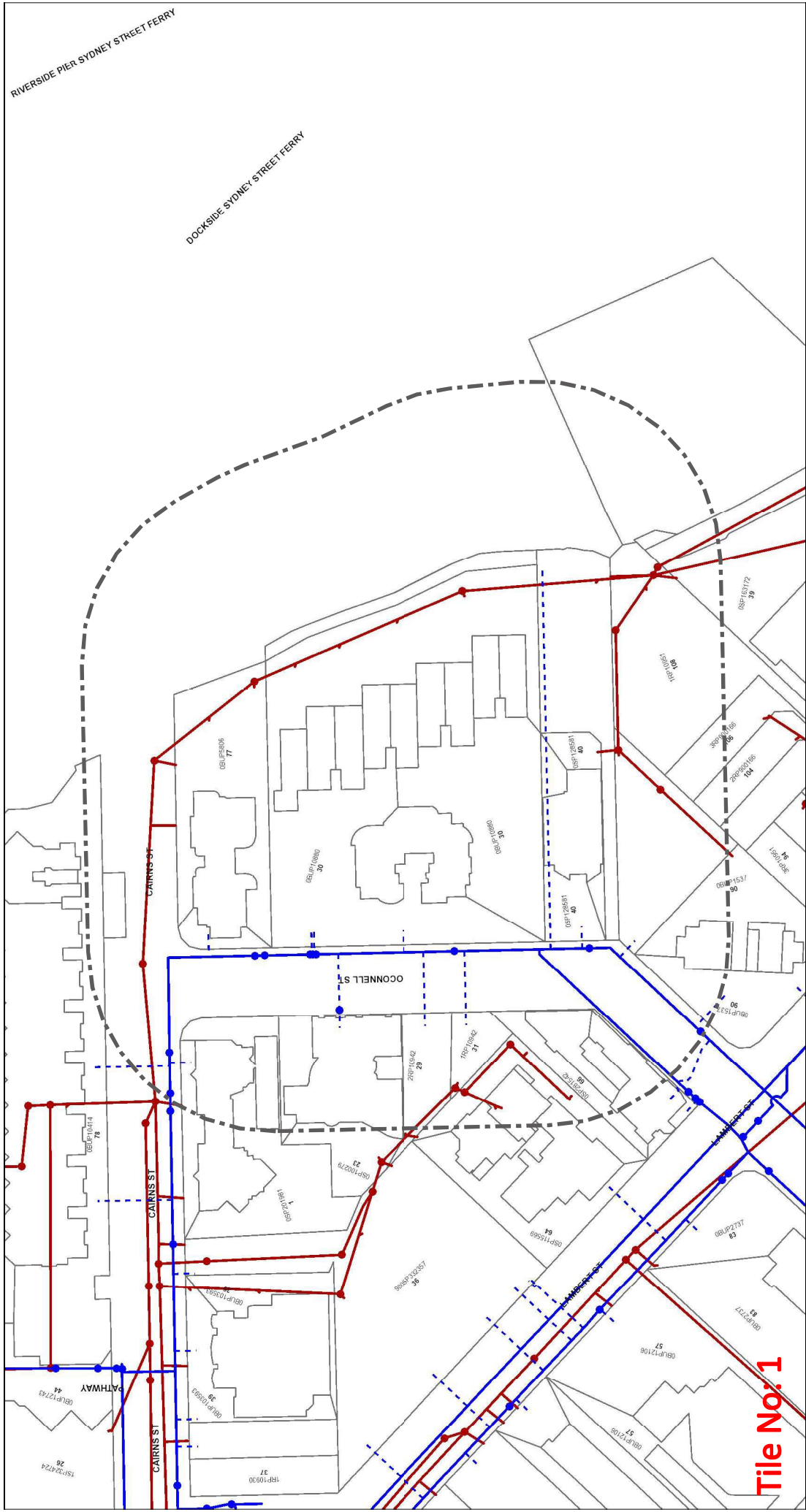
NFODamages&RelocationsDropbox@optus.com.au

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

OPTUS ENGINEERING DRAWING SYMBOLS



Urban Utilities - Water, Recycled Water and Sewer Infrastructure





Urban Utilities

Map Scale
1:1000

Before You Dig Australia- Urban Utilities Water, Recycled Water and Sewer Infrastructure

BYDA Reference No: 270593992

Date BYDA Ref Received: 31/03/2026
Date BYDA Job to Commence: 31/03/2026
Date BYDA Map Produced: 31/03/2026

This Map is valid for 30 days Produced By: Urban Utilities

Sewer

- Infrastructure
- Major Infrastructure
- Network Pipelines
- Network Structures

Water

- Infrastructure
- Major Infrastructure
- Network Pipelines
- Network Structures
- Water Service (indicative only)

Recycled Water

- Infrastructure
- Major Infrastructure
- Network Pipelines
- Network Structures

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

The plans are indicative and approximate only and provided without warranties of any kind, express or implied including in relation to accuracy, completeness, correctness, currency or fitness for purpose.

Urban Utilities takes no responsibility and accepts no liability for any loss, damage, costs or liability that may be incurred by any person acting in reliance on the information provided on the plans.

This plan should be used as guide only. Any dimensions should be confirmed on site by the relevant authority.

Based on or contains data provided by the State of Queensland (Department of Natural Resources and Mines) (2020). In consideration of the State permitting the use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, liability in negligence) for any loss, damage, cost or expense arising from the use of this data. The data must not be used for direct marketing or be used in breach of the relevant laws. © State of Queensland Department of Natural Resources and Mines (2020)

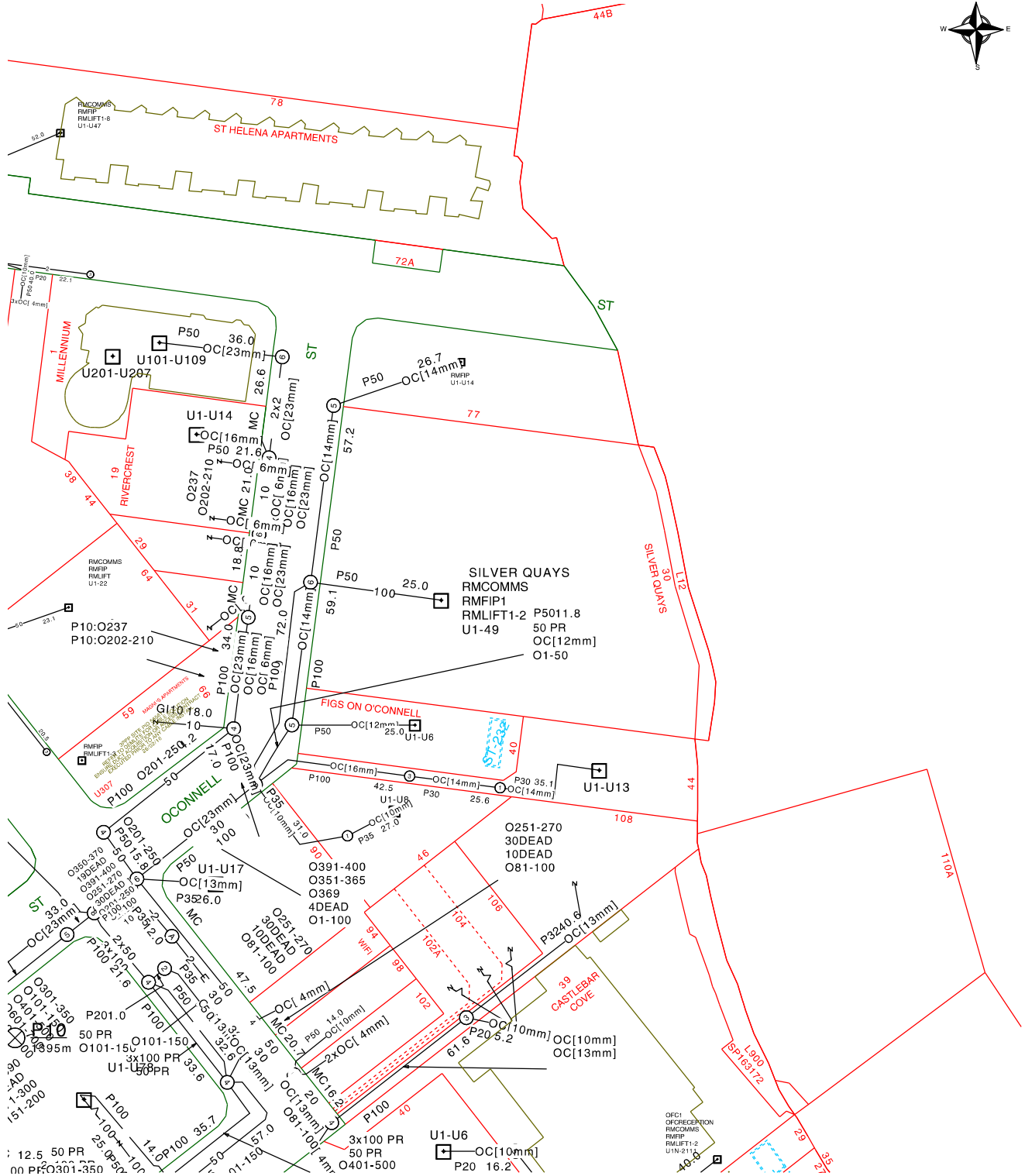
For further information, please call Urban Utilities on 13 26 57 (8am-6pm weekdays). Faults and emergencies 13 23 64 (24/7)

www.urbanutilities.com.au

ABN 86 673 835 011

Plans generated 31. Mar 2026 by PellicanCorp TicketAccess Software | www.pellicanCorp.com AU Urban Utilities - Response Plan.docx (2020)

Cable Plan



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

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 31/03/2026 10:28:54

Sequence Number: 270593994

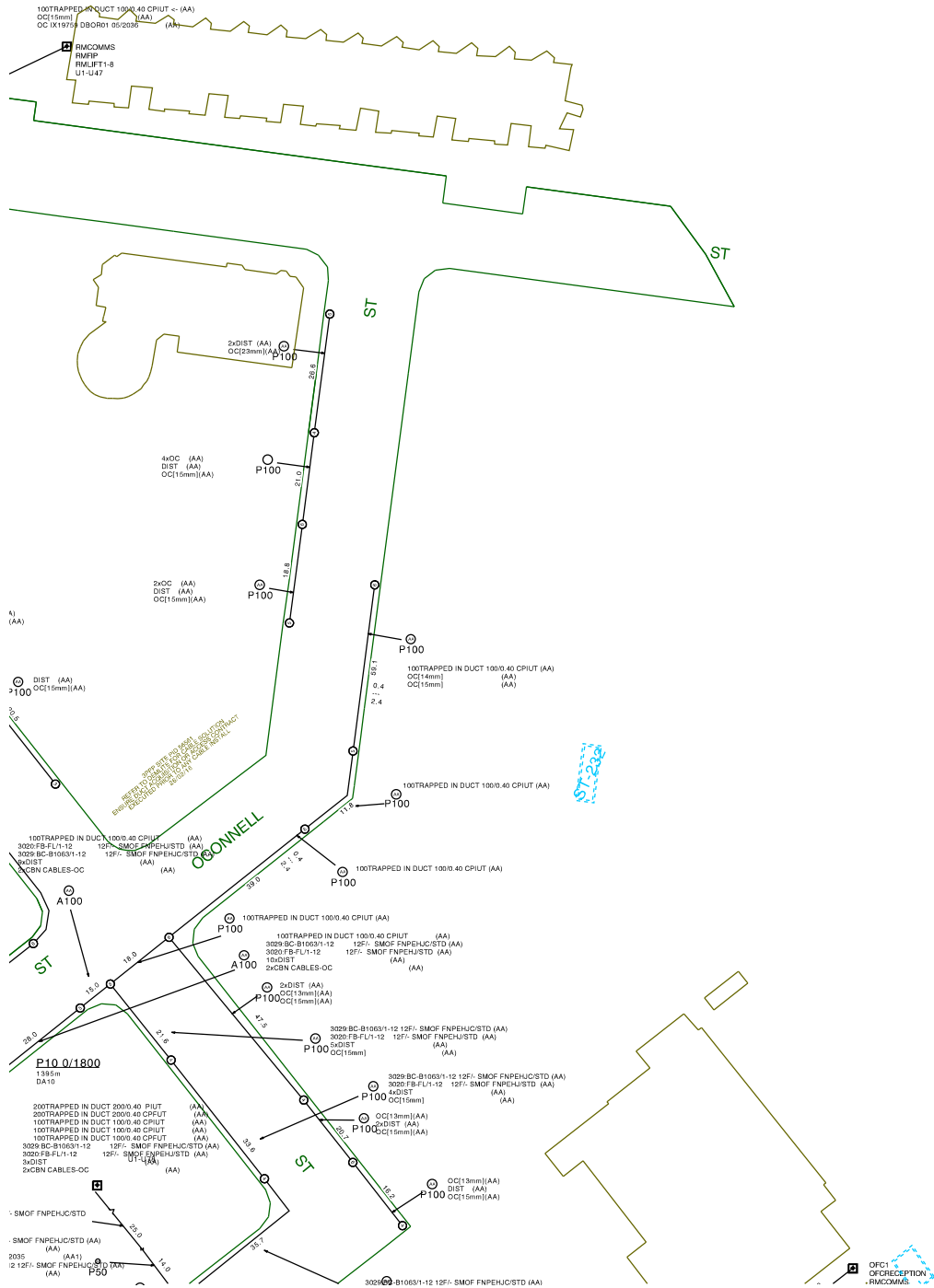
CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact InfraCo Plan Services should you require any assistance.

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

WARNING

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

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



Sequence Number: 270593994

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

Generated On 31/03/2026 10:28:55

WARNING

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

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

Date: 31/03/2026

Enquirer Name: Louise Mitchell
Enquirer Address: PO BOX 237
Email: receptiont@alglawyers.com.au
Phone: +61733712666

Dear Louise Mitchell

The following is our response on behalf of each of the carriers (listed below) to your Before You Dig Australia enquiry – Sequence 270593990
It is provided to you on a confidential basis under the following conditions and must be shredded or securely disposed of after use.

Assets Affected: 30 O'Connell St Kangaroo Point

Carriers (each a "Pipe Networks carrier") and assets affected:

PIPE Networks

Location:

According to our records, the underground assets in the vicinity of the location stated in your enquiry are **AFFECTED**. Please read the below information and disclaimers in addition to the any attached plans provided prior to any construction activities.

IMPORTANT INFORMATION

- The information provided is valid for 30 days from the date of this response. If your work site area changes or your construction activity is beyond 30 days please contact Before You Dig Australia on 1100 or www.1100.com.au to re-submit a new enquiry.
- Due to the nature of underground assets and the age of some assets and records, our plans are indicative of the general location only and may not show all assets in the location. You should not solely rely on these plans when undertaking construction works. It is also inaccurate to assume depth or that underground network conduit and cables follow straight lines, and careful on-site investigations are essential to locate an asset's exact position prior to excavation. It is your responsibility to locate and confirm the exact location of our infrastructure using non-destructive techniques. We make no warranty or guarantee that our plans are complete, current or error free, and to the maximum extent permitted by law we exclude all liability to you, your employees, agents and contractors for any loss, damage or claim arising out of or in connection with using our plans.
- Please note that some of our conduits carry electrical cables and gas pipes. Please exercise extreme care when working within the vicinity of these conduit and take into account the minimum clearance distances under Duty Of Care below.
- You (and your employee and contractors) must not open, move, interfere, alter or relocate any of our assets without our prior approval.
- **Note** It is a criminal offence under the *Criminal Code Act 1995 (Cth)* to tamper or interfere with communication facilities owned by a carrier. Heavy penalties may apply for breach of this prohibition, and any damages suffered, or costs incurred by us as a result of such unauthorised works may be claimed against you.

DAMAGE

- You must report immediately any damage to our network on **1800 786 306** (24hrs). We will hold you liable and seek compensation for any loss or damage to our network, our property and our customers that is caused by or arises out of your activities.

DUTY OF CARE

You have a duty of care to carefully locate, validate and protect our assets when carrying out works near our infrastructure. For construction activities that may impact on or interfere with our network, you will need to call us on **1800 786 306** to discuss a suitable engineering solution, lead time and cost involved. The below precautions must be taken when working in the vicinity of our network:

- Contact us on **1800 786 306** to discuss and obtain relevant information and plans on our infrastructure in a particular location if the information provided in this response is insufficient.
- Physically locate and mark on-site our network infrastructure using non-destructive techniques i.e. pot holing or hand digging every 5 metres prior to commencing any construction activities. Assets located must be marked to AS5488 standard. **NO CONSTRUCTION WORK IS ALLOWED UNTIL THIS STEP IS COMPLETED.** You must use an approved telecommunications accredited locator, or we can provide a locator for you at your expense. If we provide you with a locator, and this locator attended the site and is proven to be grossly negligent in physically locating and marking our infrastructure, then to the extent any Pipe Networks carrier is liable for this locator's negligence, acts and omissions, the total liability aggregated for all Pipe Networks carriers is limited, at our option, to attend the site and re-mark the infrastructure or to pay for a third party to re-mark the infrastructure.
- If you require us to locate or monitor our infrastructure, please allow five business days' notice for us to respond.
- Ensure all information, including our network requirements and any associated plans provided by us are kept confidential and remain on-site throughout your construction works.

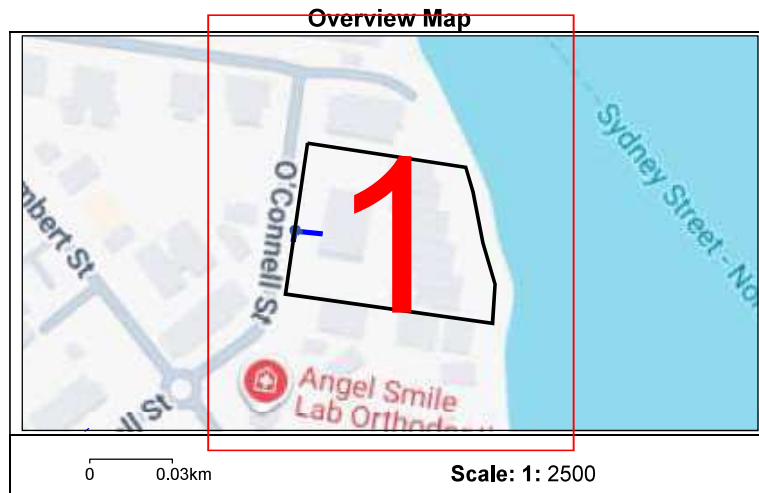
- Use suitably qualified and supervised professionals, particularly if you are working near assets that contain electricity cables or gas pipes.
- Ensure the below minimum clearance distances between the construction activities and the actual location of our assets are met. If you need clearance distances for our above ground assets, or if the below distances cannot be met, call **1800 786 306** to discuss.

Minimum assets clearance distances.

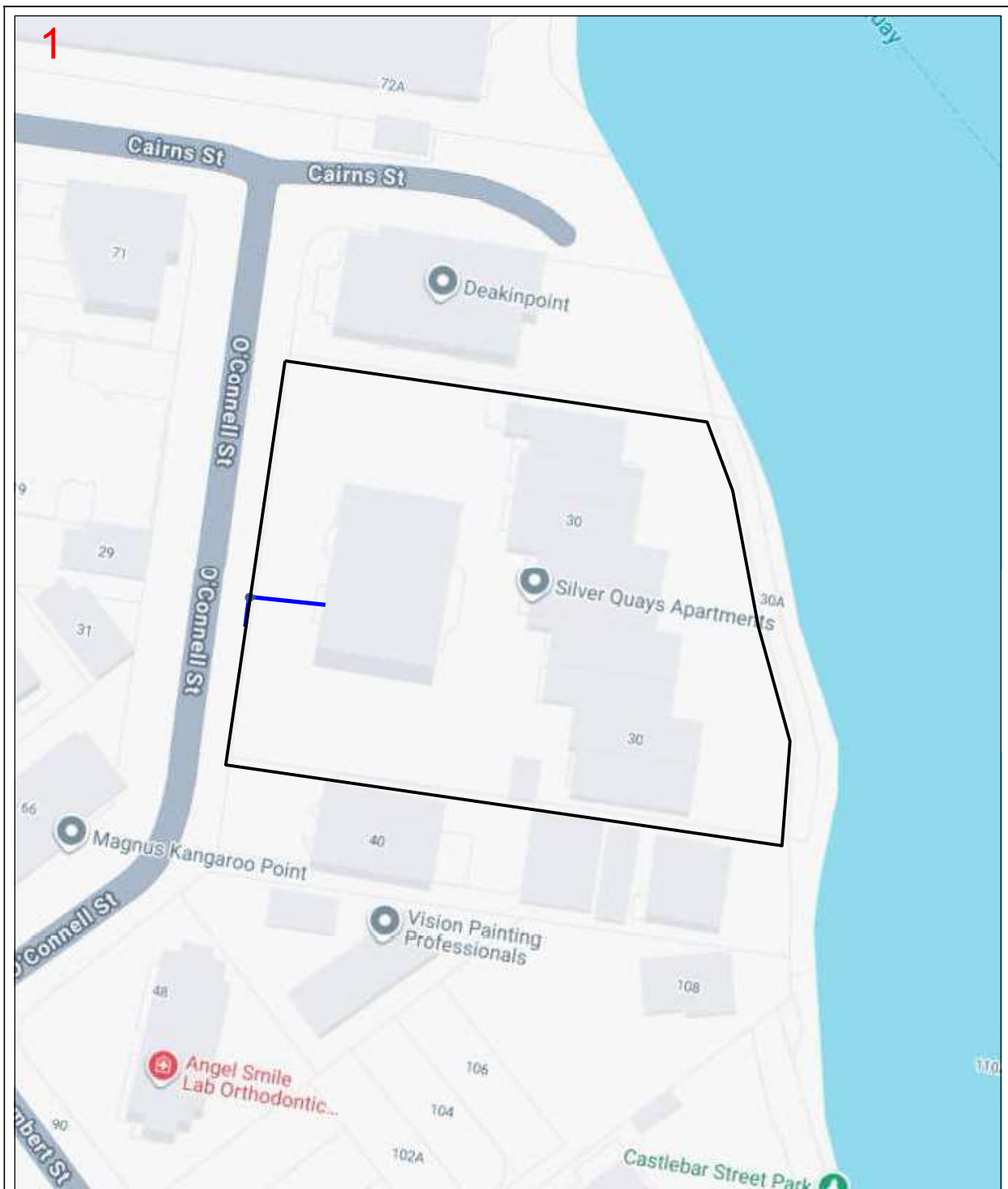
- 300mm when laying asset inline, horizontal or vertical.
 - 1000mm when operating vibrating equipment. Eg: vibrating plates. No vibrating equipment on top of asset.
 - 1000mm when operating mechanical excavators or jackhammers/pneumatic breakers.
 - 2000mm when performing directional bore in-line, horizontal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

PRIVACY & CONFIDENTIALITY

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



Pipe Networks Pty Limited



Enquiry Number: 270593990

Map Sheet: 1

Scale: 1: 750

0 0.008km



LEGEND

BYDA Work Area



AAPT/PowerTel Pit



AAPT/PowerTel Duct



DDA Pit



DDA Duct



Agile/Adam Pit



Agile/Adam Duct



TransACT Pit



TransACT Duct



SOUL Pattinson Telecoms Pit



SOUL Pattinson Telecoms Duct



PIPE Networks Pit



PIPE Networks Duct



DISCLAIMER: No responsibility/liability is taken by Pipe Networks Pty Limited for any inaccuracy, error, omission or action based on the information supplied in this correspondence. © 2026 Pipe Networks Pty Limited.

DETAILS

Name	Unit Owner, Mr R F & Mrs L M Jones
Type of Authority or Dealing	Other
Date of Resolution giving Authority	28/06/2022
Nature of Authority	Committee resolution
Area of Common Property Affected	Lot 45; installation of louvered shutters to balcony where fitting of aluminium louvered bifold shutters will be to balcony roof and to the plinth at the bottom.
Conditions Imposed (if any)	Subject to the shutters being painted white and the shutter blades installed being 90mm.
Description	

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: PSC0270915

2. Location of the swimming pool

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

Street address:

30 O'CONNELL ST

KANGAROO POINT QLD

Postcode

4

1

6

9

Lot and plan details:

9999/BUP/10880

Local government area:

BRISBANE 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

1

5. Pool safety certificate validity

Effective date:

1

6

/

1

0

/

2

0

2

5

Expiry date:

1

6

/

1

0

/

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:

MICHEAL JAMES BROWNE

Pool safety inspector
licence number:

PS100626

Signature:



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

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

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

Privacy statement

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

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

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

Balance Sheet

Administrative & Sinking Fund

Body Corporate for Silver Quays CTS 4677

As at 27th March 2026

30 O'Connell Street KANGAROO POINT QLD QLD 4169

ABN/ACN 43 480 074 247

Assets	2026
Cash	367,155.81
Investment Account	432,857.57
Prepaid Expenses	19,628.47
GST balance to collect	15,967.12
Total Assets	\$ 835,608.97

Liabilities	
Levies in Advance	12,331.64
Accounts Payable Liability	17,781.99
Unearned Revenue	2,742.10
Unallocated Monies Received	1,230.94
GST Liability	8,177.01
Total Liabilities	\$ 42,263.68
Net Assets	\$ 793,345.29

Equity	
Administrative Fund	53,239.88
Sinking Fund	740,105.41
Total Equity	\$ 793,345.29

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE

RUBICON BCS
PO BOX 1204
NEW FARM QLD 4005

Title Reference:	19210880
Lodgement No:	6805556
Office:	BRISBANE

This is the current status of the title as at 14:40 on 01/09/2025

LAND DESCRIPTION

COMMON PROPERTY OF SILVER QUAYS COMMUNITY TITLES SCHEME 4677
COMMUNITY MANAGEMENT STATEMENT 4677
Local Government: BRISBANE CITY

REGISTERED OWNER

BODY CORPORATE FOR SILVER QUAYS COMMUNITY TITLES
SCHEME 4677
RUBICON BODY CORPORATE SERVICES
PO BOX 3062
TARRAGINDI QLD 4121

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19551004 (ESA 40)
Deed of Grant No. 19551173 (ESA 42)
Deed of Grant No. 19551174 (ESA 43)
2. EASEMENT No 601138957 (K586661V) 22/03/1991
BENEFITING THE LAND
OVER LOT 12 ON RP800245
3. REQUEST FOR NEW CMS No 724303183 27/08/2025 at 15:01
New COMMUNITY MANAGEMENT STATEMENT 4677
STANDARD MODULE

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

DEALINGS REGISTERED

724303183 NEW CMS

Corrections have occurred - Refer to Historical Search

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Dealing Number



OFFICE USE ONLY

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.

1. Nature of request

REQUEST TO RECORD NEW COMMUNITY
MANAGEMENT STATEMENT FOR SILVER
QUAYS COMMUNITY TITLES SCHEME 4677

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

RUBICON BCS
PO Box 1204
NEW FARM QLD 4005
07 3236 1000
admin@rubiconbcs.com.au

**Lodger
Code**

2. Lot on Plan Description

COMMON PROPERTY OF SILVER QUAYS
COMMUNITY TITLES SCHEME 6477

Title Reference

19210880

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR SILVER QUAYS COMMUNITY TITLES SCHEME 4677

4. Interest

NOT APPLICABLE

5. Applicant

BODY CORPORATE FOR SILVER QUAYS COMMUNITY TITLES SCHEME 4677

6. Request

I hereby request that: the new Community Management Statement deposited herewith, which amends Schedule C of the existing Community Management Statement, be recorded as the New Community Management Statement for Silver Quays Community Titles Scheme 4677.

7. Execution by applicant

Executed by the Body Corporate for Silver Quays Community Titles Scheme 4677 by its appointed Body Corporate Manager, Rubicon BCS Pty Limited, by its appointed Body Corporate Manager Jessica Schmidt being the person specified as signatory in the body corporate resolution authorising this transaction.

25 / 08 / 2025

Execution Date

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

Privacy Statement

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

QUEENSLAND TITLES REGISTRY
Body Corporate and Community
Management Act 1997

NEW COMMUNITY MANAGEMENT STATEMENT**NEW CMS** Version 4

THIS CMS MUST BE DEPOSITED WITH:

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

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

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name (including number) of CTS SILVER QUAYS COMMUNITY TITLES SCHEME 4677	2. Regulation module STANDARD
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3. Name of body corporate
BODY CORPORATE FOR SILVER QUAYS COMMUNITY TITLES SCHEME 4677

4. Scheme Land Lot on Plan Description SEE ENLARGED PANEL	Title Reference
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5. Name and address of original owner NOT APPLICABLE	6. Reference to plan lodged with this statement (if applicable) NOT APPLICABLE
--	--

7. New CMS exemption to planning body community management statement notation (if applicable*)
Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')
NOT APPLICABLE

*If there is no exemption, a Form 18C must be deposited with the Request to record the CMS.

8. Consent of body corporate

See Form 20 – BCCM Execution

***Execution**

*Body Corporate to execute for a new community management statement

ENLARGED PANEL

4. Scheme Land

Lot on Plan Description	Title Reference
Common Property for Silver Quays Community Titles Scheme 4677	19210880
Lot 1 in BUP 10880	18125227
Lot 2 in BUP 10880	18125228
Lot 3 in BUP 10880	18125229
Lot 4 in BUP 10880	18125230
Lot 5 in BUP 10880	18125231
Lot 6 in BUP 10880	18125232
Lot 7 in BUP 10880	18125233
Lot 8 in BUP 10880	18125234
Lot 9 in BUP 10880	18125235
Lot 10 in BUP 10880	18125236
Lot 11 in BUP 10880	18125237
Lot 12 in BUP 10880	18125238
Lot 13 in BUP 10880	18125239
Lot 14 in BUP 10880	18125240
Lot 15 in BUP 10880	18125241
Lot 16 in BUP 10880	18125242
Lot 17 in BUP 10880	18125243
Lot 18 in BUP 10880	18125244
Lot 19 in BUP 10880	18125245
Lot 20 in BUP 10880	18125246
Lot 21 in BUP 10880	18125247
Lot 22 in BUP 10880	18125248
Lot 23 in BUP 10880	18125249
Lot 24 in BUP 10880	18125250
Lot 25 in BUP 10880	18126001
Lot 26 in BUP 10880	18126002
Lot 27 in BUP 10880	18126003
Lot 28 in BUP 10880	18126004
Lot 29 in BUP 10880	18126005
Lot 30 in BUP 10880	18126006
Lot 31 in BUP 10880	18126007
Lot 32 in BUP 10880	18126008
Lot 33 in BUP 10880	18126009
Lot 34 in BUP 10880	18126010
Lot 35 in BUP 10880	18126011
Lot 36 in BUP 10880	18126012
Lot 37 in BUP 10880	18126013
Lot 38 in BUP 10880	18126014
Lot 39 in BUP 10880	18126015
Lot 40 in BUP 10880	18126016
Lot 41 in BUP 10880	18126017
Lot 42 in BUP 10880	18126018
Lot 43 in BUP 10880	18126019
Lot 44 in BUP 10880	18126020
Lot 45 in BUP 10880	18126021
Lot 46 in BUP 10880	18126022
Lot 47 in BUP 10880	18126023
Lot 48 in BUP 10880	18126024
Lot 49 in BUP 10880	18126025

QUEENSLAND TITLES REGISTRY
Body Corporate and Community
Management Act 1997, Land Title Act 1994,
Land Act 1994, Acquisition of Land Act 1967

BCCM EXECUTION / RELEVANT CERTIFICATE

FORM 20 Version 2

1. Community Titles Scheme (CTS) Name	CTS Number
SILVER QUAYS	4677
2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
STANDARD	NEW COMMUNITY MANAGEMENT STATEMENT
3. Execution by the Body Corporate for the above Scheme*	
Signature	Signature
Signer Name	Signer Name
Signer Authority	Signer Authority
Entity (if applicable)	Entity (if applicable)
Execution Date	Execution Date

*By executing above the Body Corporate confirms it is in compliance with Section 96 of the *Body Corporate and Community Management Act 1997*.

When this Form should be used:

This form should be used for the execution by a Body Corporate of any Titles Instrument other than a Form 14.

Guidance

Please refer to Parts [45-2060] to [45-2081] of the Land Title Practice Manual for guidance on completion and execution of this form and refer to Part 45 generally for further guidance on titles instruments involving Community Titles Schemes. Some brief guidance on the completion of Item 3 has been included below for the quick reference of those who are already familiar with executions of titles instruments by a Body Corporate.

Signer Authority Guidance:

Representative of a Registered Owner means a natural person (individual) whose name is recorded on the body corporate's roll as the representative of the registered owner of a lot that is included in the scheme – Refer to Part [45-2070-1] of the Land Title Practice Manual.

Registered Owner – Individual means a natural person (individual) who is the registered owner of a lot that is included in the scheme. If a lot is owned by 2 or more people, it is acceptable for only one of the registered owners to sign the relevant certificate – Refer to Part [45-2070-2] of the Land Title Practice Manual.

Registered Owner - Corporation means the officeholder of the position of 'Director' or 'Secretary' for the corporate entity that is the registered owner of the lot. It is acceptable for only one office holder (Director or Secretary) of a Corporate Entity to execute on behalf of the Corporation in this instance, as by doing so they confirm they are signing as Agent on behalf of the Corporation and hold the requisite authority to do so – Refer to Part [45-2070-4] of the Land Title Practice Manual. The name and A.C.N of the corporation must be included in the 'Entity' field.

Body Corporate Manager under Chapter 3, Part 5 means a Body Corporate Manager appointed under Chapter 3, Part 5 of the respective Module Regulations to perform the functions of the body corporate committee. This is applicable only to Standard Module, Small Schemes Module and Accommodation Modules. This type of body corporate manager should not be confused with the more common type of body corporate manager that assists with the administration of the body corporate – Refer to Part [45-2070-5] of the Land Title Practice Manual.

Person specified as Signatory in the Body Corporate resolution authorising the transaction means the person identified (by name) and specifically authorised in the body corporate resolution, as the person who should execute the instrument. By signing in this way, the person signing confirms that they are one and the same person as is specified in the resolution to sign the instrument and that they have the authority to sign it. A copy of the resolution is not required to be deposited with this form to confirm this authority – Refer to Part [45-2060] of the Land Title Practice Manual.

Constructing Authority - Authorised Officer means the officer for the Constructing Authority that is authorised to execute on behalf of the Body Corporate pursuant to Section 12A of the *Acquisition of Land Act 1967* and Section 51 or 51A of the *Body Corporate and Community Management Act 1997*. The name of the Authorised Officer must be completed in the 'Signer Name' field, and the name of the Constructing Authority e.g. 'Department of Transport and Main Roads' must be entered into the 'Entity' section – Refer to Part [45-2068] of the Land Title Practice Manual.

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 1 in BUP 10880	220	32
Lot 2 in BUP 10880	220	30
Lot 3 in BUP 10880	220	30
Lot 4 in BUP 10880	220	30
Lot 5 in BUP 10880	220	30
Lot 6 in BUP 10880	220	30
Lot 7 in BUP 10880	220	30
Lot 8 in BUP 10880	220	30
Lot 9 in BUP 10880	220	32
Lot 10 in BUP 10880	179	14
Lot 11 in BUP 10880	149	11
Lot 12 in BUP 10880	179	14
Lot 13 in BUP 10880	159	12
Lot 14 in BUP 10880	189	15
Lot 15 in BUP 10880	189	15
Lot 16 in BUP 10880	159	12
Lot 17 in BUP 10880	199	16
Lot 18 in BUP 10880	189	15
Lot 19 in BUP 10880	159	12
Lot 20 in BUP 10880	199	16
Lot 21 in BUP 10880	199	16
Lot 22 in BUP 10880	159	12
Lot 23 in BUP 10880	209	17
Lot 24 in BUP 10880	199	16
Lot 25 in BUP 10880	169	13
Lot 26 in BUP 10880	209	17
Lot 27 in BUP 10880	209	17
Lot 28 in BUP 10880	179	14
Lot 29 in BUP 10880	219	18
Lot 30 in BUP 10880	209	17
Lot 31 in BUP 10880	179	14
Lot 32 in BUP 10880	219	18
Lot 33 in BUP 10880	219	18
Lot 34 in BUP 10880	179	14
Lot 35 in BUP 10880	219	18
Lot 36 in BUP 10880	219	18
Lot 37 in BUP 10880	179	14
Lot 38 in BUP 10880	229	19
Lot 39 in BUP 10880	219	18
Lot 40 in BUP 10880	189	15
Lot 41 in BUP 10880	229	19
Lot 42 in BUP 10880	229	19
Lot 43 in BUP 10880	189	15
Lot 44 in BUP 10880	233	20
Lot 45 in BUP 10880	229	19
Lot 46 in BUP 10880	199	16
Lot 47 in BUP 10880	233	20
Lot 48 in BUP 10880	260	60
Lot 49 in BUP 10880	260	63
TOTALS	10,000	1,000

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

SCHEDULE C	BY-LAWS
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PART A – PRELIMINARY

1 Structure

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

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

2 Definitions and interpretation

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

- (a) **'Act'** means the *Body Corporate Community Management Act 1997* (Qld).
- (b) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.
- (c) **'Caretaking Service Contractor'** means a service contractor for the Scheme who is also a letting agent for the Scheme.
- (d) **'Christmas Period'** means the period between (and including) the days of 1 December and 7 January each year.
- (e) **'Common Property'** means Scheme Land that is not included in a Lot.
- (f) **'Improvement'** means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.
- (g) **'Lot'** means a lot in the Scheme.
- (h) **'Occupier'** means any person that occupies a Lot.
- (i) **'Owner'** means an owner of a Lot.
- (j) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
- (k) **'Scheme'** means Silver Quays CTS 4677.
- (l) **'Scheme Land'** means any land within the Scheme, including any Lot or the Common Property.
- (m) **'Security Access Device'** means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.
- (n) **'Social Function'** means a gathering of number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.
- (o) **'Smoke'** means to hold or otherwise have control over an ignited smoking product.
- (p) **'Vehicle'** includes but is not limited to all types of automobiles, motor cycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, Segways, skateboards, rollerblades or any other equivalent means of transportation.
- (q) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.

- 2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.
- 2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.
- 2.4 The singular includes the plural and vice versa.
- 2.5 Words importing a gender include other genders.

3 Applicability of these by-laws

- 3.1 An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.
- 3.2 Occupiers must:
 - (a) comply with these by-laws to the extent they apply to an Owner; and
 - (b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

4 Tenancies

- 4.1 If an Owner lets their Lot for a term of three months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:
 - (a) the name of the tenant and all Occupiers;
 - (b) the service address of the tenant;
 - (c) the term of the tenancy;
 - (d) the name and service address of the Owner's letting agent for the tenancy; and
 - (e) any other information the Body Corporate may reasonably require.

5 Application and approval process

- 5.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.
- 5.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:
 - (a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;
 - (b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary;
 - (c) grant its approval on reasonable and relevant conditions; or
 - (d) refuse any application if it is reasonable to do so.
- 5.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.
- 5.4 Any approval under these by-laws by the Body Corporate is invalid and read down or severed to the extent it is inconsistent with the Act or Regulation Module.

PART B – INTERFERENCES**6 Nuisance, or Hazard or Smoking or otherwise unreasonably interfering with use of enjoyment**

- 6.1 The Occupier of a lot included in a community titles scheme must not use, or permit the use of, the lot or the common property in a way that –
- (a) causes a nuisance or hazard; or
 - (b) interferes unreasonably with the use or enjoyment of another lot included in the scheme; or
 - (c) interferes unreasonably with the use or enjoyment of the common property by a person who is lawfully on the common property.
- 6.2 Without limiting paragraph (1), the Occupier of a lot will contravene this by-law if—
- (a) the Occupier regularly uses, or regularly permits an Invitee to use, a smoking product on the lot or the common property of the scheme; and
 - (b) an occupier of another lot or an invitee of the occupier of the other lot, or a person who is lawfully on the common property, is regularly exposed to the smoke or emission from the smoking product in that other lot, or on the common property.
- 6.3 Specifically, the Occupier of a lot, or Invitee of an Occupier, is prohibited from and must not smoke or inhale any smoking product (as defined in the Tobacco and Other Smoking Products Act 1998, Schedule 1)
- (a) in or on all or any part of the common property or a body corporate assets of the scheme, except common property which an occupier is entitled to use under an exclusive use by-law; or
 - (b) all or part of any outdoor area of a lot included in the scheme, including without limitation a balcony, courtyard, patio or veranda, or any area of common property an occupier is entitled to use under an exclusive use by-law and which is an outdoor area.

7 Obstruction

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

8 Auctions

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

9 Garage sales

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

10 Vehicles and Parking

- 10.1 An Occupier (including an Owner, any other Resident or invitee) must not, without the written consent of the Body Corporate given under this by-law:
- (a) park a Vehicle, or allow a Vehicle to stand, on the common property (other than in an exclusive use area or driveway allocated to the Occupier's lot);
 - (b) permit an invitee to park a Vehicle, or allow a Vehicle to stand, on the common property (other than in a designated visitor car parking space or driveway allocated to an Occupier's lot); and
 - (c) excepting an invitee, park or stand any Vehicle in any areas set aside for visitor car parking; or
 - (d) drive a Heavy Vehicle or allow a Heavy Vehicle (as defined from time to time in Transport legislation) to be driven on the common property.
- 10.2 Any approval given under this by-law must state the period for which it is given and may be withdrawn at any time during that period by the secretary of the body corporate giving seven (7) days written notice to the Occupier, with the exception in the case of Invitees of designated visitor parking.
- 10.3 "Vehicle" or "Heavy Vehicle" is as defined from time to time in applicable Queensland government legislation regulating vehicles and / or transportation related matters.
- 10.4 An Occupier must ensure that Vehicles parked within the Scheme Land are clean, roadworthy and are registered under an Australian State law.
- 10.5 Subject to any applicable law, the Body Corporate is empowered to:
- (a) Erect and display appropriate signage regarding parking as regulated by this by-law;
 - (b) Issue a notice (being an unlawful parking notice and not a by-law contravention notice) to an Occupier in respect of parking in contravention of this by-law, and such notice shall be deemed to be issued if the notice is left on the vehicle parking in contravention of this by-law; and
 - (c) When any vehicle is parked or left standing on any part of the common property or scheme land without proper authorisation (whether under By-laws for the scheme or otherwise) the Body Corporate may have the vehicle towed away at the expense of the owners of the vehicle.
 - (d) Remove Vehicles parked on common property contrary to this by-law by towing or other means and to recover any expenses recoverable by law in the event that an unlawful parking notice has been issued.
- 10.6 For the purposes of this by-law, the Body Corporate may enter into an appropriate agreement with a contractor to provide a vehicle towing service.

11 Communications

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

PART C - WORKS**12 Damage**

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

13 Common Property Improvements

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

14 Improvements to Common Property

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

15 Lot Improvements

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

16 Floor coverings

- 16.1 An Owner or Occupier must ensure that all flooring areas within the lot are covered, treated or otherwise used to the extent sufficient to prevent the transmission of noise to another Lot or the Common Property that interferes unreasonably with the peaceful enjoyment of a Lot or the Common Property by another person.

17 External appearance of a lot

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

PART D – REGULATION OF USE**18 Keeping of Animals**

- 18.1 Subject to section 181 of the Act (relating to guide, hearing and assistance dogs), an Occupier must not:
- (a) bring or keep an animal on a lot or the common property; or
 - (b) permit an invitee to bring or keep an animal on a lot or the common property.
- 18.2 The restriction in sub-paragraph 20.1 of this by-law does not apply if:
- (a) the Occupier sought and obtained the written consent of the Body Corporate or its committee prior to bringing or keeping the animal on the lot or common property; or
 - (b) the animal is accompanying a visitor who sought and obtained the prior approval of the Committee to bring the animal onto the lot solely for the duration of their stay.
- 18.3 A written consent or prior approval under sub-paragraph 20.2 of this by-law may be given subject to conditions (the conditions of approval) that are considered both reasonable and appropriate in the circumstances; and the Committee is further authorised to vary or amend or add to the conditions of approval should it consider in its discretion that the circumstances of the keeping of the animal has changed in any respect.
- 18.4 An Occupier who brings or keeps an animal on the Scheme Land must:
- (a) only allow the animal on the common property for the purpose of immediate access to and from the lot and subject to any other condition of approval required for the keeping of the animal, if a dog, only in a Vehicle or walked on a lead held by a person capable of controlling the dog;
 - (b) take every precaution to ensure that the animal does not –
 - (i) cause or create any noise or nuisance, or hazard which is likely to interfere with the peace and enjoyment of another Occupier; or
 - (ii) chase, attack or injure any other animal lawfully on the common property or any wildlife which lives within or visits the Scheme; or
 - (c) take such action as necessary to clean all areas that are soiled by the animal.
- 18.5 In the event that a condition or requirement imposed under, or pursuant to, sub-paragraph 20.3 or 20.4 of this by-law is not complied with, the Body Corporate may by notice in writing require the Occupier to remove the animal from the Scheme Land and the Occupier must comply with that notice within two (2) weeks of the date of this notice.
- 18.6 For the avoidance of doubt:
- 20.6.1 The committee may refuse to grant approval to the keeping of an animal if the committee is satisfied on reasonable grounds that the owner or occupier is unwilling or unable to keep the animal in accordance with reasonable conditions proposed by the committee, and this refusal would pose an unacceptable risk to the health and safety of another owner or occupier; or
- 20.6.2 In the event of the committee's approval for the keeping of the animal having been given subject to reasonable conditions, then the body corporate's approval may be withdrawn if the occupier does not comply with the conditions set out by the committee in the notice of approval.

19 Alienation

- 19.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law; or
 - (b) alienate in any way any part of the common property; or
 - (c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

20 Lot Owner Garbage

- 20.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.
- 20.2 An Owner or Occupier must:
- (a) keep its own garbage receptacle;
 - (b) keep such garbage receptacle in a clean and dry condition and adequately covered on:
 - (i) its Lot; or
 - (ii) a part of the Common Property designated by the Body Corporate for such purpose; and
 - (c) not deposit any garbage or other materials in a garbage receptacle designated for another Lot.
 - (d) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;
 - (e) place all recyclable rubbish in the recycling receptacles;
 - (f) remove all rubbish from their Lot at least weekly;
 - (g) keep their Lot free of pests and vermin;
 - (h) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;
 - (i) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;
 - (j) not cause damage to the garbage receptacles;
 - (k) not overfill the garbage receptacles; and
 - (l) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

21 Dangerous substances

- 21.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous substance on a Lot unless the substance is:
- (a) used or intended to be used for domestic purposes; or
 - (b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

22 Removals

- 22.1 An Owner or Occupier shall not move any furniture into or out of a lot without:
- (a) approval being given by the Body Corporate; and
 - (b) taking adequate measures to minimise damage to the Common Property and any other Lot in the Scheme including, at least, all moving of furniture and bulky items to be through the basement elevator access.

23 No interference

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

24 Interference with support, shelter, utility infrastructure

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

25 Health and safety

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

26 Social functions

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

27 Use of lots

- 27.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:
- (a) residential purposes; or
 - (b) a home office that does not compete with the Caretaking Service Contractor; or
 - (c) if the Owner or Occupier is a Caretaking Service Contractor, for:
 - (i) the purposes of management of the Scheme;
 - (ii) the letting or sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers; and
 - (iii) the letting and sales of Lots outside the Scheme and the rendering of such other services.
- 27.2 An Owner or Occupier of a lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

28 Letterbox

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

29 BBQ Area

- 29.1 Owners and Occupiers may not exclusively use the barbecue facilities on the Common Property without approval by the Body Corporate.
- 29.2 Owners and Occupiers may use, and permit the use by its Visitors of, the barbecue facilities on the Common Property without approval by the Body Corporate on the conditions that the barbecue area and facilities are:
- (a) not already being used by another Owner or Occupier;
 - (b) not exclusively used;
 - (c) not used in a way that causes damage to the surface, fixtures or fittings of the barbecue area or facilities;
 - (d) not used in a way that causes nuisance or an unreasonable interference to any Owner or Occupier; and
 - (e) cleaned and tidied after use.

30 Garbage chutes

- 30.1 Owners and Occupiers must not use the garbage chutes in a way which:
- (a) causes damage to the garbage chute or any Lot or the Common Property;
 - (b) causes a nuisance or hazard or interferes unreasonably with the use of enjoyment of another Lot or the Common Property (through odour or otherwise);
 - (c) backlogs or causes a blockage in the garbage chutes;
 - (d) allows glass to be deposited in it;
 - (e) allows rubbish to become stuck to the garbage chutes or liquids to run; or
 - (f) deposits items too large to safely flow through the garbage chute without damage.
- 30.2 A person using the garbage chutes must be supervised if their conduct and capability reasonably requires them to be supervised.

31 Tennis Court

- 31.1 Owners and Occupiers may not exclusively use the tennis court on the Common Property without approval by the Body Corporate.
- 31.2 Owners and Occupiers must use, and permit the use by its Visitors of, the tennis court in a way which:
- (a) is only when the tennis court is not already being used by another Owner or Occupier;
 - (b) is not exclusively used;
 - (c) does not cause damage to the Common Property or body corporate assets;
 - (d) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
 - (e) does not cause a hazard or safety risk;
 - (f) leaves the area clean and tidy after use;
 - (g) places all equipment owned by the Body Corporate back in its designated place after use.

32 Pool and spa

32.1 Owners and Occupiers must use, and permit the use by its Visitors of, the pool and spa in a way which:

- (a) does not cause damage;
- (b) does not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (c) does not interfere with the maintenance or upkeep of the pool or the surrounding areas;
- (d) ensures that the Owner, Occupier or their Visitors are appropriately supervised;
- (e) leaves the area clean and tidy after use;
- (f) does not bring animals into the area; and
- (g) does not bring glass into the area.

33 Security

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

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

34 Cleaning bay

34.1 Owners and Occupiers must not use a designated cleaning bay in a way which:

- (a) the use must not cause damage to the designated cleaning bay area, body corporate asset, any Lot or the Common Property;
- (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property;
- (c) the use must not cause backlogs or a blockage in any drainage system;
- (d) a person using the cleaning bay must be supervised if their conduct and capability reasonably requires them to be supervised;
- (e) the use must not be for any purpose other than the cleaning of Vehicles; and
- (f) a person using the cleaning bay must not allow a Vehicle to be parked longer than is reasonably necessary to use the designated cleaning bay for the cleaning of Vehicles.

35 Ablution

35.1 Owners and Occupiers must use, and permit the use by its Visitors of, the ablution facilities in a way which:

- (a) does not cause damage to the Common Property or body corporate assets;
- (b) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
- (c) does not cause a hazard or safety risk;

- (d) ensures that the Owner, Occupier or their Visitors are appropriately supervised;
- (e) is for the ablution facilities' intended purpose;
- (f) leaves the area clean and tidy after use;
- (g) does not leave belongings after their use; and
- (h) does not use or take more consumables that are required for the normal use of the ablution facilities.

36 Function Room

- 36.1 Owners and Occupiers may not exclusively use the function room on the Common Property without approval by the Body Corporate.
- 36.2 Owners and Occupiers may use, and permit the use by its Visitors of, the function room on the Common Property without approval by the Body Corporate on the conditions that the function room is:
- (a) not already being used by another Owner or Occupier;
 - (b) not exclusively used;
 - (c) not used in a way that causes damage to the common property;
 - (d) does not leave belongings after their use;
 - (e) used in a way that does not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise); and
 - (f) cleaned and tidied after use.

37 Pontoon

- 37.1 Owners and Occupiers may not use the pontoon on the Common Property without approval by the Body Corporate:
- (a) on an exclusive basis; or
 - (b) for mooring boats.
- 37.2 Owners and Occupiers must use, and permit the use by its Visitors of, the pontoon in a way which:
- (a) is not exclusively used;
 - (b) does not cause damage to the Common Property or body corporate assets;
 - (c) does not cause damage to another Owner or Occupier's Vehicle;
 - (d) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
 - (e) does not cause a hazard or safety risk;
 - (f) is for the pontoon's intended purpose;
 - (g) leaves the area clean and tidy after use;
 - (h) does not prevent other Owner and Occupier's Vehicles from being removed;
 - (i) does not promote a risk of theft or damage of any Owner or Occupier's Vehicle; and
 - (j) does not overload the pontoon to store more Vehicles than its intended limit.

PART E – EXCLUSIVE USE**38 Car Parking**

- 38.1 Subject to the conditions hereafter set forth the registered proprietors for the time being of the lots identified in Schedule E shall be entitled to the exclusive use and enjoyment for himself and his licensees of those parts of the common property identified in Schedule E and on the attached plans marked "A" and "B" (which part so numbered and demarked are hereinafter called "the car parking space/s") provided that in respect of those car parking spaces allocated pursuant to this by-law, if any (or subsequently transposed) the committee or the body corporate is hereby authorised to vary the allocation or transposition so made and to transpose car spaces from one lot to another at any time and from time to time on the written request of the proprietors of the lots involved.

39 Cessation of Exclusive Use

- 39.1 The right or rights conferred on a proprietor of the lots mentioned in the preceding by-law shall cease and determine:
- (a) ipso facto on the extinguishment of the building units plan as defined in the Building Units and Group Titles Act 1980-1998; or
 - (b) forthwith upon the service on a proprietor of written notice under the common seal of the body corporate determining such rights where the proprietor has committed a breach of by-law 14 and has failed to rectify such breach within a reasonable time after the body corporate has given written notice to the proprietor of such breach in requiring the proprietor to rectify the same.

40 Car Parking – Rights and Obligations

- 40.1 Each proprietor who is entitled to the exclusive use and enjoyment of any car parking space or spaces shall:
- (a) keep the car parking space or car parking spaces to which he is entitled to exclusive use tidy and free from litter;
 - (b) use any car parking space or car parking spaces to which he is entitled the exclusive use for motor vehicle parking and also (if required by the proprietor) the storage of personal possessions provided the personal possessions are stored in a neat and tidy condition and provided storage does not cover more than one third of the car parking space;
 - (c) not sound or permit the horn of any motor vehicle to be sounded in the car park unnecessarily or permit any engine to run for any longer time than is necessary for the purpose of parking a motor vehicle or gaining access to or egress from the car park;
 - (d) in the event of the car park being at any time unsupervised or unattended then each proprietor when entering or leaving the car park shall ensure that the entrance gate is shut immediately after gaining entrance to or leaving the car park;
 - (e) in the event that a proprietor shall be issued with keys to the entrance door in the car park ensure that such entrance gate is locked immediately following the opening and closing thereof;
 - (f) not be responsible to make good any damage to the car parking space of a structural nature unless such damage was caused by the acts or omissions of the proprietor, his licensees or invitees.

41 Manager's Office and Manager's Storeroom

- 41.1 Subject to the conditions hereafter set forth the lot identified in Schedule E shall be entitled to the exclusive use and enjoyment for himself and his licensees of those parts of the common property identified in Schedule E and on the attached plans marked "B" and "A" respectively and designated for the purposes of a manager's office and manager's storeroom. The right or rights conferred on the lot identified in Schedule E herein shall cease and determine:
- (a) ipso facto on the extinguishment of the Building Units Plan as defined in the Building Units and Group Titles Act 1980-1988; or
 - (b) on termination of the manager's appointment.

42 Rights and Obligations

- 42.1 The manager who is entitled to the exclusive use and enjoyment of the manager's office and the manager's storeroom shall:
- (a) keep the said areas tidy and free from litter;
 - (b) use the said areas for no other purpose than as a manager's office and manager's storeroom respectively;
 - (c) not be liable for the payment of any money to the body corporate with respect to such right;
 - (d) be liable for dilapidation due to any act or omission attributable to his use of the manager's office and manager's storeroom;
 - (e) not be liable to make good any damage to the manager's office or manager's storeroom of a structural nature unless such damage was caused by the acts or omissions of the proprietor, his licensees or invitees;
 - (f) vacate the manager's office and manager's storeroom forthwith on ceasing to be the manager.

43 Storage Area (Box Rooms)

- 43.1 The proprietors for the time being of the lots identified in Schedule E shall be entitled to have exclusive use and enjoyment for himself and his licensees for storage space of those parts of the common property identified in Schedule E and on the plans annexed and marked "C", "D" and "E". The proprietors who have the enjoyment of the storage areas shall be responsible for the maintenance of same and shall keep the same in a good and tidy and clean condition. In respect of those storage spaces allocated pursuant to this by-law, if any (or subsequently transposed), the committee or the body corporate is hereby authorised to vary the allocation or transposition so made and to transpose storage spaces from one lot to another at any time and from time to time on the written request of the proprietors of the lots involved.

PART F – OTHER BY-LAWS

44 Prohibition on EV Charging

- 44.1 An Owner or occupier must not use any common-property power outlet (including in the basement carpark) to charge an electric vehicle.
- 44.2 An Owner or occupier must not install, or permit the installation of, an electric-vehicle charging point in any part of the common property.
- 44.3 An Owner or Occupier must notify the Body Corporate, in writing, within 7 days of acquiring or bringing an electric vehicle onto the scheme land.
- 44.4 For the purposes of this by-law, "electric vehicle" means any road-registered motor vehicle powered wholly or partly by electricity, but excludes electric bicycles, scooters and mobility aids.
- 44.5 Any breach of this by-law may result in:
- immediate disconnection of the outlet without notice;
 - recovery of any costs from the responsible lot; and
 - an administrative penalty under the Standard Module.

45 Management of Lithium-ion Mobility E-Devices

An Occupier of a Lot (or their invitees) shall not bring onto the Common Property, or store or charge an E-Bike, E-Scooter, or other similar electrically powered mobility device (E-Device) in a Lot, unless they comply with the following conditions: For clarity a "similar electrically powered mobility device" will include e-skateboards, one-wheel boards and hoverboards used for recreational or employment purposes but excludes road registered electric vehicles and wheelchairs or motorised mobility scooters or other devices necessary to aid the mobility for people with disabilities or mobility impairments.

- a) The E-Device shall be carried or wheeled by walking it across the Common Property and shall not be ridden on Common Property under any circumstances.
- b) The Occupier will be liable for any damage to Lifts or Common Property resulting from the transport of the E-Device across the Common Property.
- c) In transporting the E-Device across common property, the Occupier must ensure that the E-Device does not unreasonably interfere or obstruct use or enjoyment of the Common Property by any other person lawfully entitled to use the Common Property;
- d) The E-Device must comply with all relevant laws and regulations and not be a prohibited device;
- e) The E-Device and its associated charger and other equipment shall be kept and maintained by the Occupier in good condition and applying safe charging practices. Safe charging practices will include but are not limited to the following:
 1. Only using chargers supplied with the device, or certified third party charging equipment compatible with the battery specifications,
 2. Allowing batteries to cool down before and after charging,
 3. Disconnecting the charger once the E-Device or Battery are fully charged.
 4. Not using Batteries that show signs of swelling, leaking, overheating or signs of mechanical damage.
 5. If possible, avoid charging and storing the E-device indoors, and if not possible, then charge and store the E-Device in an indoor location where a smoke alarm is fitted and in a well-ventilated area away from flammable or combustible materials like bedding or curtains.
 6. Regularly inspect the E-device and any battery and charging product and check for damage or warning signs that the battery or charging device might be failing and becoming a fire risk.
 7. Only charge one device or device battery at a time to prevent overloading the circuit.
- f) The E-Device's battery must only be plugged into an electrical outlet in the Occupier's Lot and charged during times at which the Occupier is present in the Lot and shall not be left charging unattended for any period of time.
- g) The Occupier must not modify a battery or an electronic component related to the motor, sensors or the motor controller of the E-Device.
- h) Damaged or unwanted Lithium-ion batteries are not to be placed into general waste bins, nor are they to be placed into garbage chutes. Occupiers should contact Brisbane City Council or battery recycling centres for assistance with safe disposal of the battery. If the battery is damaged follow guidance from Queensland Fire and Emergency Services and contact Brisbane City Council for instructions.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Nil

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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By-law 38 – Description of allocated Exclusive Use Car Parking Spaces

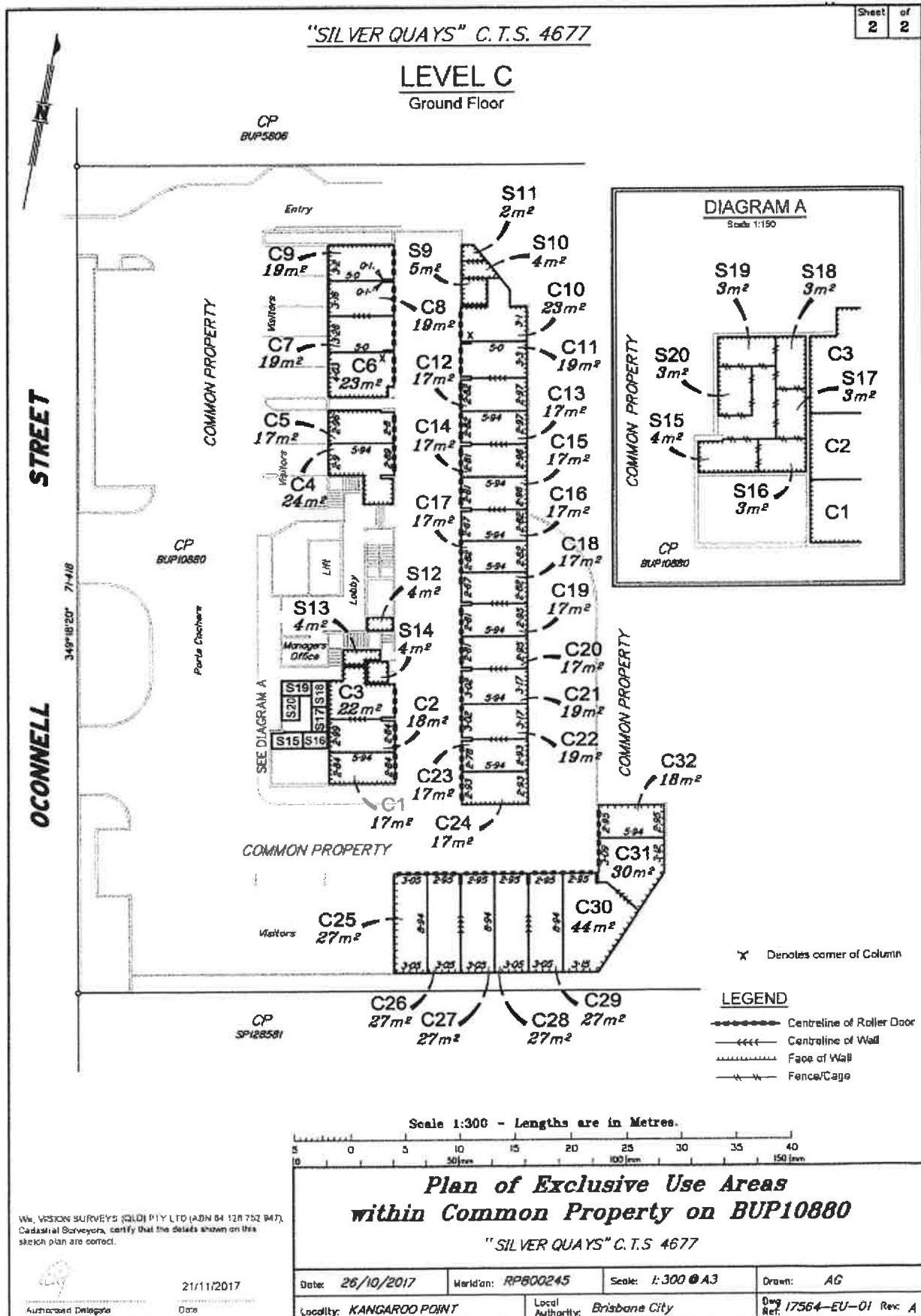
Lot	Exclusive use	Purpose
Lot 1 in BUP 10880	Area RT1 on plan "B" attached	Box room
Lot 2 in BUP 10880	Area RT2 on plan "B" attached	Box room
Lot 3 in BUP 10880	Area RT3 on plan "B" attached	Box room
Lot 4 in BUP 10880	Area RT4 on plan "B" attached	Box room
Lot 5 in BUP 10880	Area RT5 on plan "B" attached	Box room
Lot 6 in BUP 10880	Area RT6 on plan "B" attached	Box room
Lot 7 in BUP 10880	Area RT7 on plan "B" attached	Box room
Lot 8 in BUP 10880	Area RT8 on plan "B" attached	Box room
Lot 9 in BUP 10880	Area RT9 on plan "B" attached	Box room
Lot 10 in BUP 10880	Areas C29 and C30 on plan "C" attached	Garage
Lot 11 in BUP 10880	Areas C31 and C32 on plan "C" attached Area marked Managers Office on plan "C" attached Area marked Managers Store on plan "B" attached	Garage Office Store room
Lot 12 in BUP 10880	Areas C25 and C26 on plan "C" attached	Garage
Lot 13 in BUP 10880	Areas C27 and C28 on plan "C" attached	Garage
Lot 14 in BUP 10880	Areas C67 and C68 on plan "B" attached Area S10 on plan "C" attached	Garage Box room
Lot 15 in BUP 10880	Areas C63 and C64 on plan "B" attached	Garage
Lot 16 in BUP 10880	Areas C65 and C66 on plan "B" attached	Garage
Lot 17 in BUP 10880	Areas C47 and C48 on plan "B" attached Area S19 on plan "C" attached	Garage Box room
Lot 18 in BUP 10880	Areas C49 and C50 on plan "B" attached Area S11 on plan "C" attached	Garage Box room
Lot 19 in BUP 10880	Areas C69 and C70 on plan "B" attached	Garage
Lot 20 in BUP 10880	Areas C59 and C60 on plan "B" attached Area S17 on plan "C" attached	Garage Box room
Lot 21 in BUP 10880	Areas C43 and C44 on plan "B" attached Area S20 on plan "C" attached	Garage Box room
Lot 22 in BUP 10880	Areas C21 and C22 on plan "C" attached Area S15 on plan "C" attached	Garage Box room
Lot 23 in BUP 10880	Areas C53 and C54 on plan "B" attached Area S3 on plan "B" attached	Garage Box room
Lot 24 in BUP 10880	Areas C55 and C56 on plan "B" attached Area S18 on plan "C" attached	Garage Box room
Lot 25 in BUP 10880	Areas C51 and C52 on plan "B" attached	Garage
Lot 26 in BUP 10880	Areas C80 and C81 on plan "B" attached Area S2 on plan "B" attached	Garage Box room

Lot 27 in BUP 10880	Areas C82 and C83 on plan "B" attached	Garage
Lot 28 in BUP 10880	Areas C57 and C58 on plan "B" attached	Garage
Lot 29 in BUP 10880	Areas C45 and C46 on plan "B" attached Area S1 on plan "B" attached	Garage Box room
Lot 30 in BUP 10880	Areas C73 and C74 on plan "B" attached Area S5 on plan "B" attached	Garage Box room
Lot 31 in BUP 10880	Areas C35 and C36 on plan "B" attached	Garage
Lot 32 in BUP 10880	Areas C77 and C78 on plan "B" attached Area S6 on plan "B" attached	Garage Box room
Lot 33 in BUP 10880	Areas C71 and C72 on plan "B" attached Area S4 on plan "B" attached	Garage Box room
Lot 34 in BUP 10880	Areas C39 and C40 on plan "B" attached	Garage
Lot 35 in BUP 10880	Areas C33 and C34 on plan "B" attached	Garage
Lot 36 in BUP 10880	Areas C14 and C15 on plan "C" attached Area S14 on plan "C" attached	Garage Box room
Lot 37 in BUP 10880	Areas C37 and C38 on plan "B" attached	Garage
Lot 38 in BUP 10880	Areas C10 and C11 on plan "C" attached	Garage
Lot 39 in BUP 10880	Areas C23 and C24 on plan "C" attached Area S16 on plan "C" attached	Garage Box room
Lot 40 in BUP 10880	Areas C75 and C76 on plan "B" attached	Garage
Lot 41 in BUP 10880	Areas C12 and C13 on plan "C" attached Area S9 on plan "C" attached	Garage Box room
Lot 42 in BUP 10880	Areas C61 and C62 on plan "B" attached	Garage
Lot 43 in BUP 10880	Areas C8 and C9 on plan "C" attached	Garage
Lot 44 in BUP 10880	Areas C41, C42 and C79 on plan "B" attached	Garage
Lot 45 in BUP 10880	Areas C19 and C20 on plan "C" attached Area S12 on plan "C" attached	Garage Box room
Lot 46 in BUP 10880	Areas C6 and C7 on plan "C" attached	Garage
Lot 47 in BUP 10880	Areas C4 and C5 on plan "C" attached	Garage
Lot 48 in BUP 10880	Areas C1, C2 and C3 on plan "C" attached	Garage
Lot 49 in BUP 10880	Areas C16, C17 and C18 on plan "C" attached Area S13 on plan "C" attached	Garage Box room

PLAN B



PLAN C



Certificate of Currency Residential Strata Insurance Plan

Policy No	HQ0006149040
Policy Wording	FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	31/05/2025 to 31/05/2026 at 4:00pm
The Insured	BODY CORPORATE FOR SILVER QUAYS COMMUNITY TITLE SCHEME 4677
Situation	30 O'CONNELL STREET KANGAROO POINT QLD 4169

Cover Selected		Sum Insured
Section 1	Insured Property	
	Building	\$65,311,003
	Common Area Contents	\$653,111
	Loss of Rent & Temporary Accommodation (total payable)	\$9,796,650
	Optional Benefit Lot/Unit Wall Coverings	Selected
Section 2	Liability to Others	\$30,000,000
Section 3	Voluntary Workers	
	Death	\$200,000
	Total Disablement	\$2,000 per week
Section 4	Fidelity Guarantee	\$250,000
Section 5	Office Bearers' Legal Liability	\$10,000,000
Section 6	Machinery Breakdown	\$100,000
Section 7	Catastrophe Insurance	
	Sum Insured	\$19,593,300
	Extended Cover - Loss of Rent & Temporary Accommodation	\$2,938,995
	Escalation in Cost of Temporary Accommodation	\$979,665
	Cost of Removal, Storage and Evacuation	\$979,665
Section 8	Government Audit Costs and Legal Expenses	
	Government Audit Costs	\$25,000
	Appeal Expenses – common property health & safety breaches	\$100,000
	Legal Defence Expenses	\$50,000
Section 9	Lot Owners' Fixtures and Improvements (per lot)	\$250,000

Flood Cover is excluded.

Flood Exclusion

Despite anything contained elsewhere in Your Policy We will not pay for loss or damage caused by or arising directly or indirectly from Flood.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal;
- g. a dam.

The Table of Benefits Section 3 Voluntary Workers is replaced by

insured event	Benefit
1 Death	\$200,000
2 Total and irrecoverable loss of all sight in both eyes	\$200,000
3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	\$200,000
4 Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5 Total and irrecoverable loss of all sight in one eye	\$100,000
6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
i a weekly benefit of or if higher	\$1,000
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	\$2,000
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	\$500
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	\$1,000
7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	\$500
8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	\$2,000

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Flex+ Optional Benefits

Increased exploratory costs, replacement of defective parts	Selected
Extended Temporary Accommodation and Loss of Rent	Selected
Fusion	Selected
Floating floors	Selected
Fallen Trees	Selected
Landscaping	Selected
Fire extinguishing	Selected
Personal Property of Others	Selected
Removal, storage costs	Selected
Temporary Accommodation/Rent/contributions/storage	Selected
Emergency accommodation	Selected
Arson reward	Selected
Electricity, gas, water and similar charges - excess costs	Selected
Keys, lock replacement	Selected
Electricity, Gas, Water and Similar Charges - unauthorised use	Selected
Funeral Expenses	Selected
Modifications	Selected
Money	Selected
Mortgage Discharge	Selected
Pets, Security Dogs	Selected
Removal of Squatters	Selected
Court appearance	Selected

Date Printed

31/05/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM 8026 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.