



Strata and Community Title Services

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

T 07 3917 6300

Whittles Brisbane Pty Ltd
ABN 18 116 746 340

www.whittles.com.au

21/05/24

Dear Sir/Madam

RE: **Section 206 - Disclosure Statement**
WARNER VIEWS CTS 49250
Plan Number: SP276312
Community Title Scheme Number: 049250
40 HILLARY DRIVE, WARNER
ABN: 27496645474
Lot: 00008

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

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

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

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

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

Levies Determined By The Body Corporate For This Lot:

Administrative Fund - Based on contribution schedule lot entitlements

Administrative Fund	Amount	Due Date
01/10/23 to 31/12/23	\$550.00	01/10/23
01/01/24 to 31/03/24	\$600.00	14/01/24
01/04/24 to 30/06/24	\$600.00	01/04/24
01/07/24 to 30/09/24	\$600.00	01/07/24
01/10/24 to 31/12/24 - Interim	\$600.00	01/10/24

Sinking Fund - Based on contribution schedule lot entitlements

Sinking Fund	Amount	Due Date
01/10/23 to 31/12/23	\$99.00	01/10/23
01/01/24 to 31/03/24	\$99.00	14/01/24
01/04/24 to 30/06/24	\$99.00	01/04/24
01/07/24 to 30/09/24	\$99.00	01/07/24
01/10/24 to 31/12/24 - Interim	\$99.00	01/10/24

Improvements On Common Property For Which Buyer Will Be Responsible:

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

Community Management Statement:

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

Body Corporate Assets Required To Be Recorded On The Register:

Nil.

Lot Entitlements:

The Lot contribution lot entitlement value is 1 of a total 61.

The Lot interest lot entitlement value is 38 of a total 2347.

Balance of Sinking fund at 20/05/2024 was \$120,873.89CR.

Insurance Levies Not Included In Administrative Fund Levies:

For Standard Format Plan: Based on insurance replacement valuation

Insurance Levies	Amount	Due Date
01/10/23 to 31/12/23	\$138.00	01/10/23
01/01/24 to 31/03/24	\$141.00	14/01/24
01/04/24 to 30/06/24	\$141.00	01/04/24

01/07/24 to 30/09/24	\$141.00	01/07/24
01/10/24 to 31/12/24 - Interim	\$141.00	01/10/24

Monetary Liability Under Exclusive Use By-Law
Nil.

Insurance:

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

Mortgages or Securities Over Body Corporate Assets:

Nil.

Information Prescribed Under Regulation Module:

Standard Format Plan / Accommodation Module

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

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

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

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

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

49250

This statement incorporates and must include the following:

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

1. **Name of community titles scheme**
WARNER VIEWS COMMUNITY TITLES SCHEME

2. **Regulation module**
ACCOMMODATION MODULE

3. **Name of body corporate**
BODY CORPORATE FOR WARNER VIEWS COMMUNITY TITLES SCHEME **49250**

4. **Scheme land**

Lot on Plan Description	Title Reference
COMMON PROPERTY OF WARNER VIEWS COMMUNITY TITLES SCHEME	51062601 TO ISSUE
LOTS 26, 28-49 ON SP 276311	
LOTS 1-25, 27, 50-61 on SP 276312	TO ISSUE

5. ***Name and address of original owner**
first community management statement only

6. **Reference to plan lodged with this statement**
SP 276312

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

..... signed
..... name and designation
..... name of Local Government

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



14/08/2017
Execution Date

CHAIRPERSON – BODY CORPORATE FOR WARNER VIEWS

COMMITTEE MEMBER – BODY CORPORATE FOR WARNER VIEWS

[Handwritten signature]
[Handwritten signature]

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

Privacy Statement

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

Title Reference 51062625

4. Scheme land

Lot on Plan Description

Title Reference

COMMON PROPERTY OF WARNER VIEWS
COMMUNITY TITLES SCHEME ON SP
276311

51062601

COMMON PROPERTY OF WARNER VIEWS
COMMUNITY TITLES SCHEME ON SP
276312

TO ISSUE

LOT 26 ON SP 276311

51062602

LOT 28 ON SP 276311

51062603

LOT 29 ON SP 276311

51062604

LOT 30 ON SP 276311

51062605

LOT 31 ON SP 276311

51062606

LOT 32 ON SP 276311

51062607

LOT 33 ON SP 276311

51062608

LOT 34 ON SP 276311

51062609

LOT 35 ON SP 276311

51062610

LOT 36 ON SP 276311

51062611

LOT 37 ON SP 276311

51062612

LOT 38 ON SP 276311

51062613

LOT 39 ON SP 276311

51062614

LOT 40 ON SP 276311

51062615

LOT 41 ON SP 276311

51062616

LOT 42 ON SP 276311

51062617

LOT 43 ON SP 276311

51062618

LOT 44 ON SP 276311

51062619

LOT 45 ON SP 276311

51062620

LOT 46 ON SP 276311

51062621

LOT 47 ON SP 276311

51062622

LOT 48 ON SP 276311

51062623

LOT 49 ON SP 276311

51062624

LOTS 1-25, 27, 50-61 on SP 276312

TO ISSUE

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 1 on SP 276312	1	40
Lot 2 on SP 276312	1	40
Lot 3 on SP 276312	1	39
Lot 4 on SP 276312	1	38
Lot 5 on SP 276312	1	39
Lot 6 on SP 276312	1	38
Lot 7 on SP 276312	1	40
Lot 8 on SP 276312	1	38
Lot 9 on SP 276312	1	40
Lot 10 on SP 276312	1	38
Lot 11 on SP 276312	1	39
Lot 12 on SP 276312	1	38
Lot 13 on SP 276312	1	38
Lot 14 on SP 276312	1	38
Lot 15 on SP 276312	1	38
Lot 16 on SP 276312	1	38
Lot 17 on SP 276312	1	38
Lot 18 on SP 276312	1	38
Lot 19 on SP 276312	1	38
Lot 20 on SP 276312	1	38
Lot 21 on SP 276312	1	38
Lot 22 on SP 276312	1	38
Lot 23 on SP 276312	1	38
Lot 24 on SP 276312	1	38
Lot 25 on SP 276312	1	38
Lot 26 on SP 276311	1	38
Lot 27 on SP 276312	1	38
Lot 28 on SP 276311	1	38
Lot 29 on SP 276311	1	39
Lot 30 on SP 276311	1	38

Lot 31 on SP 276311	1	39
Lot 32 on SP 276311	1	38
Lot 33 on SP 276311	1	39
Lot 34 on SP 276311	1	38
Lot 35 on SP 276311	1	39
Lot 36 on SP 276311	1	38
Lot 37 on SP 276311	1	40
Lot 38 on SP 276311	1	38
Lot 39 on SP 276311	1	40
Lot 40 on SP 276311	1	38
Lot 41 on SP 276311	1	48
Lot 42 on SP 276311	1	38
Lot 43 on SP 276311	1	38
Lot 44 on SP 276311	1	38
Lot 45 on SP 276311	1	38
Lot 46 on SP 276311	1	38
Lot 47 on SP 276311	1	38
Lot 48 on SP 276311	1	38
Lot 49 on SP 276311	1	38
Lot 50 on SP 276312	1	38
Lot 51 on SP 276312	1	38
Lot 52 on SP 276312	1	38
Lot 53 on SP 276312	1	38
Lot 54 on SP 276312	1	38
Lot 55 on SP 276312	1	38
Lot 56 on SP 276312	1	38
Lot 57 on SP 276312	1	38
Lot 58 on SP 276312	1	38
Lot 59 on SP 276312	1	38
Lot 60 on SP 276312	1	38
Lot 61 on SP 276312	1	38
TOTALS	61	2347

1. Contribution Schedule Lot Entitlements (CSLE)

The Contribution Schedule Lot Entitlements (CSLE) for the scheme are equal having been determined using the Equality Principle.

2. Structure of the Scheme

The scheme does not have mixed use lots and therefore the structure of the scheme does not effect the CSLE.

3. Nature, Feature and Characteristics of the Lots in the Scheme

The Body Corporate is part of a Standard Format Plan and is responsible for the repair and maintenance of Common Property within the scheme. This includes the utility infrastructure and utility services.

4. The Purpose for which the Lots are Used

Each of the Lots in the scheme are used for residential purposes and consequently this factor does not contribute to any differences in the Lot entitlements.

The Interest Schedule Lot Entitlements have been determined using the Market Value Principle.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**Dictionary and Interpretation****Dictionary**

- (a) **"Accommodation Module"** means the Body Corporate and Community Management (Accommodation Module) Regulation 1997.
- (b) **"BCCM Act"** means the Body Corporate and Community Management Act 1997.
- (c) **"Common Property"** means the common property of the Scheme.
- (d) **"CMS"** means the Community Management Statement.
- (e) **"CTS"** means Warner Views Community Titles Scheme.
- (f) **"Council"** means the Moreton Bay Regional Council.
- (g) **"Development"** means the development known as Warner Views.
- (h) **"Land"** means Lot 4 on RP 162891, Title Reference 15861030 and Lot 100 on SP 276311, Title Reference 51062625
- (i) **"Lots"** means Lots in the Scheme.
- (j) **"Original Owner"** means RL Enviro BRW 48 Pty Ltd ACN 162 301 813.
- (k) **"Scheme"** means the CTS.
- (l) **"Scheme Land"** means Lots 26, 28-49 on SP 276311, Lots 1-25, 27, 50-61 on SP 276312 and the Common Property. .

Interpretation

This Schedule B is to be interpreted, so far as possible, in accordance with the interpretation provisions set out in Schedule C of this CMS. Terms not defined in this Schedule B but defined in Schedule C of this CMS have the meanings given to them in Schedule C of this CMS.

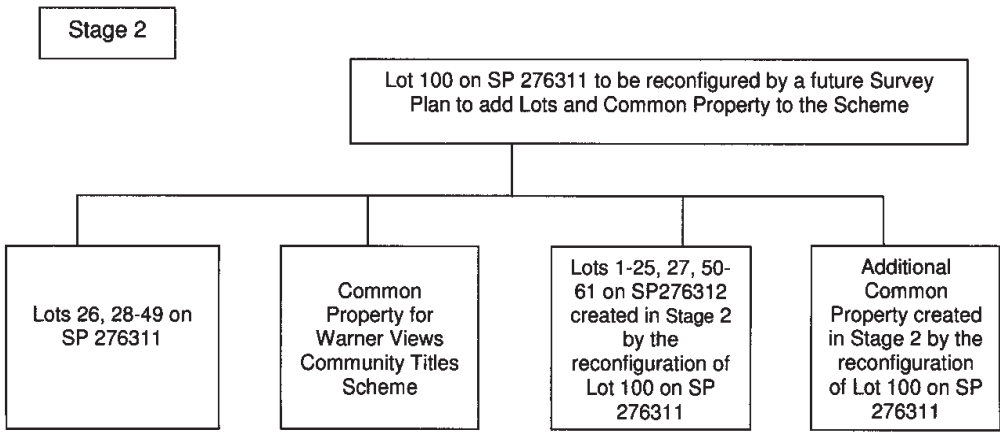
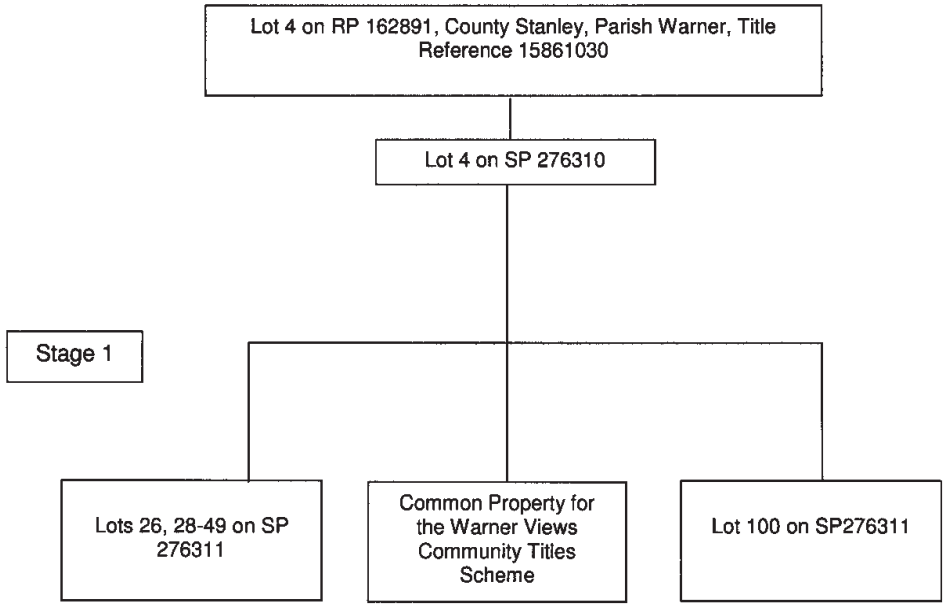
2. Staged Development

The Original Owner intends that the Development will be developed progressively in 2 stages.

Prior to creating the first stage, the Original Owner intends to reconfigure the Land by the registration of SP 276310 which provides for a road dedication thereby decreasing the area of developable land within the Land.

The first and second stage of the Development have been completed and they are constituted by the existing Lots in the Scheme. The first stage of the Development created Lots 26, 28-49 on SP 276311. The second stage of the Development created Lots 1-25, 27, 50-61 on SP 276312.

A diagrammatical depiction of the proposed staging of the Development (and explanatory notes) is included below:



· **Use of Lots**

All Lots are to be used for residential purposes.

The Original Owner may authorise the construction and maintenance of display premises of any size anywhere within the Development at any time.

· **Contribution and Interest Schedule Lot Entitlements**

On establishment of the second stage the contribution and interest entitlements for Lots in the Scheme will vary to reflect the increased number of the Lots and the entitlements will be determined following a resolution of the Body Corporate based on the factors set out in the explanation in Schedule A.

· **Exclusive Use, Special Privileges and Other Rights**

The Original Owner may:

(a) allocate such parts of existing Common Property not already subject to an exclusive use By-Law grant (or other right) to Lots within the Scheme for any purpose the Original Owner considers necessary; and

(b) allocate by way of exclusive use By-Law grant, special privileges By-Law grant, occupation authority grant, licence, lease, easements and/or other documents, dedicate such parts of the Common Property that is progressively created due to the addition of a further stage for the purpose of, without limitation, carparking, storage, provision of services, excluding use of Common Property by certain Lots and any other purpose the Original Owner considers necessary.

SCHEDULE C BY-LAWS

IT WAS RESOLVED that the By-laws to the Act are hereby amended, added to and repealed in the following manner:-

1 Interpretation

- 1.1 Headings are included for convenience only and are not to be used as an aid in the interpretation of these by-laws.
- 1.2 Plurals will include the singular and singular the plural. References to either gender will include a reference to the other gender. References to persons include natural persons, bodies corporate, corporations sole, governments, governmental authorities and all other entities at law.
- 1.3 Where these by-laws provide that something will not be done, a Member will not attempt to do that thing or permit that thing to be done.
- 1.4 In these by-laws, unless the context otherwise requires, where the Body Corporate is to consent to some act or thing, the Body Corporate may give or withhold its consent at its discretion, or may give the consent subject to conditions.
- 1.5 Where these by-laws provide that a Member must obtain the approval or consent of the Body Corporate, that approval or consent may be given by the Committee.
- 1.6 A reference to a by-law includes any variation or replacement of that by-law.
- 1.7 Where a term or expression is used in these by-laws and it is not defined in these by-laws it will (if applicable) have the meaning given to it in the Act or the Regulation Module applying to the Scheme.
- 1.8 In these by-laws, unless the context otherwise requires:-

"Act" means the *Body Corporate and Community Management Act 1997(as amended)*;

"Associate" has the same meaning as in the Act;

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

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

"Caretaker" means the person authorised by the Body Corporate in writing to be a caretaker of the Building for the better management control use and enjoyment of the Building and of the Common Property

"Caretaker's Unit" means the Unit nominated from time to time, in accordance with By-law 31, by the Caretaker;

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

"Common Property" means the common property of the Scheme;

"Letting Agent" means that person authorised by the Body Corporate in writing to be a letting agent for the purposes of letting lots in the Scheme;

"Lot" or "Lots" means a lot or lots in the Scheme;

"Management Statement" means the Community Management Statement containing these By-Laws;

"Manager" means the person or persons appointed by the Body Corporate at any time pursuant to the Act for the better management, control, use and enjoyment of the Common Property and for the better exercise and performance of the Body Corporate's powers and duties.

"Member" or "Members" means a person or persons who is or are bound by these by-laws. It includes an owner, a tenant or occupier of a Lot or any of their guests, servants, employees, agents, children, invitees and licensees;

"Original Owner" means RL Enviro BRW 48 Pty Ltd ACN 162 301 813 together with its successors and assigns;

"Requirement" means any requirement, or authorization, of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law under the Act;

"Scheme" means the Scheme referred to in the Community Management Statement containing these By-Laws to be called the Warner Views Community Titles Scheme;

"Scheme Land" means all the land in the Scheme;

"Services" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning services and security services and all other services or systems provided in the Scheme or available for the Lot;

"Service Infrastructure" means any infrastructure for the provision of Services to the Scheme or any Lot.

2 Noise

- 2.1 A Member shall not upon any Lot or exclusive use area create any noise likely to interfere with the peaceful enjoyment of any other member or of any person lawfully using Common Property.
- 2.2 Subject to clause 2.4, a Member must ensure:
 - 2.2.1 The volume of all musical instruments, radios, televisions and sound equipment played or operated by the Member or its invitees in the Lot is kept at a reasonably low level at all times;
 - 2.2.2 No social gathering of people occurs on the Lot which may result in noise or the presence of such people interfering with the peaceful enjoyment of a person lawfully on another Lot or the Common Property;
 - 2.2.3 No musical instrument is played in the Lot between 10.00 pm and 8.00 am; and
 - 2.2.4 Any Invitee departing the Lot after 10.00 pm leaves quietly.
- 2.3 In the event of any unavoidable noise in the Lot, the Member must take all practical steps to minimise such noise or likely annoyance to other Members.

3 Acoustics

- 3.1 A Member must not without the prior approval in writing of the Body Corporate and subject to any conditions the Body Corporate may impose:-
 - 3.1.1 remove, install, or reinstate any hard floor (for example timber or tile) surfaces unless it achieves a minimum field impact isolation control of 55db under relevant building code regulations and is suitably acoustically treated and so the floor remains structurally sound; or
 - 3.1.2 interfere with any ceiling acoustic treatment so that the acoustic treatment no longer achieves a minimum field impact isolation control of 55db under the relevant building code regulations.
- 3.2 When removing or installing any hard floor surfaces pursuant to by-law 3.1.1:-
 - 3.2.1 the insurance of the work during installation or removal is to be the responsibility of the Member of the Lot;
 - 3.2.2 all costs associated with the work are to be met by the Member of the Lot;
 - 3.2.3 any Common Property damaged as a consequence of installation or removal is to be fully reinstated at the expense of the owner of the Lot;
 - 3.2.4 the owner of the Lot is to be responsible for the cleaning of the Common Property areas used to transport materials and waste relating to the installation or removal;
 - 3.2.5 the owner of the Lot is responsible for removal from the Lot and any Common Property of all surplus materials;
 - 3.2.6 the Body Corporate costs in providing the approval are to be met by the owner of the Lot;

- 3.2.7 upon completion the Body Corporate is to receive written verification that the flooring applies to the standards referred to in by-law 3.1. When preparation of the floor is completed, the Body Corporate Committee is entitled to inspect prior to any timber or tiles being laid.
- 3.2.8 the Member of the Lot's contractor must park in the Member's allotted car space; and
- 3.2.9 hours of work of the contractor are to be between 9.00am to 4.00pm Monday to Friday.

4 Behaviour of invitees

- 4.1 A Member shall take all reasonable steps to ensure that its invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the other Lots or of any person lawfully using Common Property.
- 4.2 A Member must not, without the Body Corporate's written approval:
 - 4.2.1 Ride a bicycle, skateboard, scooter, or rollerblades on the Common Property; or
 - 4.2.2 Permit an invitee to ride a bicycle, skateboard, scooter, or rollerblades on the Common Property.

5 Auction Sales

Except the Original Owner, a Member shall not permit any auction sale to be conducted or to take place in their Lot without the prior approval in writing of the Committee of the Body Corporate.

6 Vehicles

Save where a by-law made pursuant to Section 171 of the Act authorises him so to do, a Member shall not park or stand any motor vehicle or other vehicle upon Common Property except with the consent in writing of the Body Corporate. Vehicles must be driven at a safe speed and in a safe manner.

7 Use of Car Park

- 7.1 Any motor vehicle or other vehicle on the car parking areas in the Common Property must be kept in a roadworthy condition. Members shall not in any circumstances permit oil or other fluids to spill or drip from any vehicle on to the floor of any car park or car parking areas. The Caretaker will have the right at all times to enter any car park for the purpose of removing any spilt oil or other fluids and the Member responsible for any spillage on a car park or the car parking areas may be levied with the cleaning costs.
- 7.2 The car parking areas in the Common Property must be kept in a tidy condition free of all litter. The car parking areas must not be used to carry out major repairs and maintenance to any vehicle.
- 7.3 Members shall at all times observe the reasonable directions of the Body Corporate or the Caretaker concerning the use of the car parking areas. Members will comply with any intercom system installed at the entrance to the security gate to enable communication with the Caretaker.
- 7.4 Owners shall not park or stand any motor vehicle, boat or trailer (as the case may be) upon the Scheme Land except within the confines of their car parking area of the Lot.
- 7.5 A lot owner or occupier shall ensure that its invitees use the visitor car parking areas only for casual parking. Use of visitor car parking is limited to a maximum of 4 hours. A lot owner or occupier shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- 7.6 The Original Owner must allocate or cause the Body Corporate to allocate a car space which forms part of the Common Property for people with disabilities on establishment of the Scheme. A lot owner or occupier must not use such car space other than for disabled parking.
- 7.7 The Body Corporate must maintain the car parking areas exclusively for the ancillary use of the Scheme. Parking is not to be made available to the general public and there is to be no advertising signage erected on or in the vicinity of the Building advertising the availability of car parking to the general public.

8 Obstruction

A Member shall not obstruct lawful use of Common Property by any person. Without limiting the foregoing, a Member must not interfere with or obstruct the Manager from performing its duties or exercising its rights or using any part of the Common Property designated by the Body Corporate for use by the Letting Agent, the Caretaker or the Manager.

9 Structural Alterations and Additions

No structural alteration shall be made to any Lot (including any alteration to gas, water or electrical installations and including the installation of any air-conditioning system or work for the purposes of enclosing, adding to or altering in any manner whatsoever the external area of a Lot) without the prior permission in writing of the Committee but such permission shall not be unreasonably withheld. The Committee may impose conditions on its consent.

In no circumstances shall a Member carry out any external additions (including without limitation the installation of blinds, shutters, glazing, louvers or similar permanent structures) which enclose any of the patios to any Lot.

For absolute clarity, all patios are to remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures other than those consistent with the relevant Brisbane Planning Scheme Codes/Policies.

10 No additions Car parking Area

No Member shall erect or cause or allow to be erected on any car parking area or on the common area property any fence, wall, barrier or impediment without the written consent of the Body Corporate.

11 No Erections on Lot or Common Property

A Member shall not erect, construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuilding of any kind within or upon a lot or on Common Property without the approval in writing of the Body Corporate.

12 Windows

Members shall ensure that windows shall be kept clean and promptly replaced at the Member's cost with fresh glass of the same kind, colour and weight as at present if broken or cracked.

13 Water Apparatus

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Member whether the same is caused by his own actions or those members of its household or its servants or agents or tenants or guests.

14 Appearance of building

Subject to by-law 17, a Member shall not except with the consent in writing of the Body Corporate, hang any washing, article or display any signs, advertisement, placard, banner, pamphlet or like manner on any part of his Lot in such a way as to be visible from the outside of the Lot. A Member must not make any change to the external appearance of its Lot, including changing the external colour scheme of the Lot. A Member must not erect any window dressing visible from outside the Lot other than in accordance with any specifications prescribed from time to time by the Body Corporate or as may otherwise be approved by the Body Corporate. All window furnishings must use white backing or lining.

15 Aerials

Aerials, receiver dishes or similar devices must not be erected or installed without the Body Corporate's consent.

16 Rules for Signs

Subject to by-law 17, the Committee may make and maintain rules to control the number and size, colour, design and uniformity of signs which may be displayed, put up or affixed by each Member and by the Body Corporate.

17 Specific Signage

- 17.1 It is acknowledged that the Letting Agent conducts business within the Scheme. Nothing in these by-laws precludes the Letting Agent from doing this in the future whilst it remains the letting agent for the Scheme including without limitation the right to place signs and other advertising and display material in and about the Building and/or the Common Property
- 17.2 The Body Corporate will consent to the signage as it appears on the Building following registration of the Scheme.
- 17.3 The Letting Agent may with the consent of the Body Corporate (which consent shall not be unreasonably withheld) make changes to the signage on the Common Property provided that such changes complies with any local authority requirements.

18 Damage to gardens, etc. on Common Property

A Member shall not:-

- 18.1 damage any garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
- 18.2 except with the consent in writing of the Body Corporate, use for a Member's own purposes as a garden any portion of the Common Property.

19 Damage to Common Property

A Member shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate, but this by-law does not prevent a proprietor or person authorised by it from installing any locking or other safety device for protection of his Lot against intruders provided that the locking or other safety device is constructed in a workmanlike manner, and is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the Building.

20 Depositing rubbish etc. on Common Property

A Member shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using the Common Property.

21 Garbage

A Member shall:-

- 21.1 Save where the Body Corporate provides some other means of disposal of garbage, maintain within its Lot, or on such part of his Common Property as may be authorised by the Body Corporate in a clean and dry condition and adequately covered, a receptacle for garbage which must be emptied regularly;
- 21.2 Comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- 21.3 Ensure that the health, hygiene and comfort of the other Members is not adversely affected by its disposal of garbage; and
- 21.4 Use any garbage receptacle provided by the Body Corporate and comply with all directions of the Body Corporate in relation to the disposal and any recycling program implemented by the local authority.

22 Keeping of Animals

- 22.1 Subject to section 181 of the Act, a Member may keep an animal on a Lot with approval of the Committee as long as such animal will not be greater than 10 kilograms in weight when fully grown. The Committee may at any time require a Member to permanently remove an animal from a Lot or impose reasonable conditions on the keeping of an animal on a Lot. To remove any doubt, the Committee will not approve the keeping of an animal which is or will be when fully grown greater than 10 kilograms in weight.
- 22.2 For the purpose of this by-law, "animal" includes without limitation, dogs, cats, fish and birds.

22.3 By-law 22.1 is subject to the following conditions:-

- 22.3.1 Each Member is liable to all other Members for any unreasonable nuisance, noise or injury to any person or damage to any property caused by any animal brought or kept upon the Scheme Land by that Member
- 22.3.2 The animal must be restricted to the Member's Lot and any area set aside for the exclusive use of that Lot.
- 22.3.3 The animal must be properly restrained or controlled at all times
- 22.3.4 Each Member is absolutely responsible to clean up after any animal brought or kept at the Scheme Land by that Member
- 22.3.5 If any conditions imposed on the keeping of an animal on a Lot are contravened, the Committee may after giving 2 warnings to the Member require the immediate and permanent removal of the animal from the Scheme Land.

23 Keeping Lots Clean

All lots shall be kept clean and all practical steps shall be taken to prevent infestation by vermin and/or insects.

24 Maintenance of Outdoor Areas of Lots

- 24.1 Each Member will maintain all landscaped areas, gardens and planter boxes in the Scheme to the extent that such area forms part of a Member's Lot and any area set aside for the exclusive use of that Lot. Any garden, planter box, patio and/or garden or turfed area must be maintained to the same standard as the Common Property.
- 24.2 An occupier of a Lot must allow the Body Corporate and its agents access over and through the Lot and/or any exclusive use area allocated to the Lot as and when reasonably required for maintenance and repair purposes or for any other lawful purpose. In exercising this power, the Body Corporate shall ensure that its servants, agents and contractors cause as little inconvenience to the Member as is reasonable in the circumstances.
- 24.3 Each member will maintain at his own cost, any structure, including fences, retaining walls and revetment walls, located on a Member's Lot adjacent to Common Property or any boundary with public land, including road and park.

25 Washing Motor Vehicles

Motor vehicles are to be washed only in such area or areas as the Committee may from time to time nominate as the vehicle wash bay/s.

26 Not to Litter

A Member shall not throw or allow to fall permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever on Common Property. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the Member concerned.

27 Notification of Infectious Disease

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance affecting any person in any Lot a Member shall give, or cause to be given, written notice and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

28 Not to use Chemicals

A Member shall not use or store upon his Lot or upon the Common Property any flammable chemicals, fluids, or gas or other material in any other way cause or increase a risk of fire or explosion in his Lot.

29 Doors and Windows to be Fastened

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

30 Security System

- 30.1 The Body Corporate has authority to operate a security system for the Scheme Land, including the implementation of security procedures and equipment. It may operate the security system itself or delegate that responsibility to someone else or retain someone else to operate the security system.
- 30.2 A Member must comply with the security system and must not do anything which may detrimentally affect the security system or its operation.
- 30.3 The Body Corporate is not responsible or liable for loss or damage sustained by anybody caused directly or indirectly by:
- (a) the security system not working or not working properly or as well as it could work; or
 - (b) somebody making an unauthorised entry of the Scheme Land.
- 30.4 If the Body Corporate restricts the access of Members to any part of the Common Property by means of any lock or similar security device, it will make such a number of keys or operating systems as it determines available to Members free of charge. Thereafter the Body Corporate may at its discretion make additional numbers available to Members upon payment of a reasonable charge as determined from time to time by the Body Corporate.
- 30.5 A Member to whom any key or any operating system is given must exercise a high degree of caution and responsibility in making it available for use by any other person and must take reasonable precautions (which includes the insertion of an appropriate covenant in any lease, licence or other agreement for the occupancy of a lot) to ensure its return to the owner or the Body Corporate upon that person ceasing to be an occupier.
- 30.6 A Member into whose possession any key or operating system has come must not without the Body Corporate's approval, duplicate them and must take all reasonable precautions to ensure that they are not lost or handed to any other person who is not another Member and that they are not disposed of except than by returning them to the Body Corporate.
- 30.7 A Member who is issued with a key or operating system must immediately notify the Body Corporate if it is lost or misplaced. Any costs for the replacement or supply of additional keys or operating system must be paid by that Member.

31 Use of Lots

- 31.1 If:
- (1) there is a caretaking service contractor and letting agent for the Scheme, then they together are the Caretaker; or
 - (2) there is no caretaking service contractor for the Scheme, but there is a letting agent for the Scheme then the letting agent (for the purposes of this by-law) is the Caretaker.
- 31.2 If there is a Caretaker for the Scheme, then the Caretaker may from time to time notify the Body Corporate that a particular Lot is the Caretaker's Unit.
- (1) At any one time there may only be one Caretaker's Unit.
 - (2) The Caretaker's Unit may be any Lot in the Scheme, provided the Caretaker has the right to use and occupy the Caretaker's Unit.
 - (3) The Caretaker's Unit once notified to the Body Corporate, remains the Caretakers Unit, unless and until the Caretaker notifies the Body Corporate of a different Caretaker's Unit.
- 31.3 Units may only be used for residential purposes, except for the Caretaker's Unit.
- 31.4 The Caretaker's Unit may be used for either or both of:

- (1) Residential purposes; and
- (2) The business/s of the Caretaker.

32 Notice of Defects

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

33 Rights of Committee to Inspect Lots

Upon 1 days' notice in writing the Committee and its servants agents and contractors shall be permitted to inspect any Lot both internally and externally and to test any electrical, gas or water installation or equipment and to trace and repair any leakage or defect in the said installation or equipment (at the expense of the Member in cases where such leakage or defect is due to any act or default of the Member or his tenants, guests, servants and agents). If not so permitted they may effect an entry. The Committee, in exercising this power, shall ensure that its servants, agents and contractors cause as little inconvenience to the proprietor as is reasonable in the circumstances.

34 Costs

A proprietor (which expression shall extend to a corporation and a mortgagee in possession) shall pay on demand

- 34.1 the whole of the Body Corporate's costs and expenses (including Solicitors and own client costs) incurred in recovering levies or moneys duly levied upon that proprietor's Lot in the Community Titles Scheme by the Body Corporate pursuant to the Act or pursuant to the by-laws of the Body Corporate;
- 34.2 such costs as may have been ordered to be paid by the proprietor to the Body Corporate by any court tribunal or body with authority to order the payment of costs.

In the event that the proprietor fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may take action for the recovery of same in any court of competent jurisdiction with the proviso that, in respect of the Body Corporate's party and party costs, the Body Corporate shall comply with any procedure for the taxation and recovery of costs provided for in the rules of the court, tribunal or other body which orders payment of costs in favour of the Body Corporate. The Body Corporate may also enter any costs payable to it as referred to in this clause against the levy account of the proprietor's Lot in the Community Titles Scheme and note the amount of such costs on any certificate issued in respect of the Lot pursuant to Section 205(1)(3) of the Act.

35 Committee May Recover Moneys Expended

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Member or the invitee of any Member, the Committee shall be entitled to charge such money to the Member's account, and to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the proprietor of the Lot at the time when the breach occurred.

36 Observation of Duty

The duties and obligations imposed by these by-laws on a proprietor of a Lot shall be observed not only by the proprietor but by the proprietor's tenants, guests, servants, employees, agents, children, invitees and licensees.

37 Supply of Services

- 37.1 If permitted by relevant legislation governing the supply of Services, the Body Corporate may:
 - 37.1.1 Establish and maintain a system for the supply of Services ("System") for the Scheme; and
 - 37.1.2 As an on-supplier:
 - 37.1.2.1 purchase the Services from a primary supplier; and
 - 37.1.2.2 on-supply the Services to
 - 37.1.2.2.1 the Body Corporate for the Scheme; and/or

37.1.2.2.2 Members of Lots in the Scheme

(collectively called "Receivers").

- 37.2 The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:
- 37.2.1 the supply of Services to the Body Corporate by primary supplier;
 - 37.2.2 the on-supply of the Services to Receivers;
 - 37.2.3 service Infrastructure used in connection with the System;
- including, without limitation, agreements contemplated by the regulation module applying to the Scheme setting out the basis on which charges are made for supply of the Services and the recover of the costs to the Body Corporate of supplying that service.
- 37.3 The Body Corporate must calculate charges for the supply of Services to Receivers only as permitted under the relevant legislation governing on-supply by the Body Corporate or, if there is no applicable legislative provision, levy charges only to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the Service to Receivers.
- 37.4 If the Body Corporate charges Receivers a rate for the Supply of the Service which is higher than the rate at which the Body Corporate purchases the Service from the supplier, any surplus funds generated in the hand of the Body Corporate as a result must be applied by the Body Corporate by its administrative fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of Members.
- 37.5 If the Body Corporate operates and maintains a System under this by-law, it may:
- 37.5.1 enter into agreements with Receivers for the supply of Services through the System, setting out the terms on which the Body Corporate will charge for the provision of the Services under the System and recover the costs of providing that service (as required by the Act and Module) including charges for:
 - 37.5.1.1 supply;
 - 37.5.1.2 installation and connection to the system;
 - 37.5.1.3 servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Receiver;
 - 37.5.1.4 disconnection and reconnection fees;
 - 37.5.1.5 advance payments or security deposits to be provided in connection with the supply through the System;
 - 37.5.2 Establish the basis of charges for those Receivers which are not supplied by separate meter (if any) and for common areas for the Scheme based on an estimate of consumption taking into account the number and type of fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Receivers or the Body Corporate;
 - 37.5.3 Establish a system of accounts and invoices in connection with the supply of Services through the System and render those accounts to Receivers as appropriate;
 - 37.5.4 Recover any amounts when due and payable from any Receiver under applicable accounts rendered and if an account is unpaid by the due date:
 - 37.5.4.1 recover any unpaid amount as a liquidated debt;
 - 37.5.4.2 recover interest on any unpaid account;
 - 37.5.4.3 disconnect the supply of the Service to the relevant Receiver;
 - 37.5.4.4 charge a reconnection fee to restore the supply of the Service to that Receiver;

37.5.4.5 increase the advance payment or security deposit for supply to the relevant Receiver.

37.5.5 The Body Corporate is not liable for any loss or damage suffered by any Receiver as a result of any failure of the supply due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.

37.5.6 The Body Corporate is not required to supply any Receiver with any Service to any greater extent than the authority from which the Body Corporate obtains supply could provide at any given time.

37.5.7 Each Member must:

37.5.7.1 allow the Body Corporate and its agents, contractors, or employees access to any Service Infrastructure used in connection with the System;

37.5.7.2 comply with all requirements of the Body Corporate imposed in connection with supply of Services through the System;

37.5.7.3 maintain any Service Infrastructure used in connection with the System and which is located in or on a Lot or a Lot and which is used connection with supply of Services under the System.

37.5.8 Nothing in this by-law obliges a Receiver to purchase any Service from the Body Corporate or limits or restricts the rights to any Receiver to utilise Service Infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

38 Pay Television

The Body Corporate will allow a pay television supplier to install equipment on the Common Property and connect that equipment to the common electricity supply or such other cabling as provided for the purpose of pay television connections to Lots. The Body Corporate may enter into an agreement for supply for that purpose and a Member may subscribe for such service to be supplied to its Lot subject to the terms and conditions of such agreement.

39 Use of Services

39.1 All Members must:

39.1.1 observe all Requirements in the use of the Services;

39.1.2 not use the Services for any purposes other than the purposes for which they were constructed;

39.1.3 not overload any Services or Service Infrastructure; and

39.1.4 not waste water and ensure that all water taps in the Lot are turned off when not in use.

40 Communication Equipment

The Body Corporate recognises that there may be an agreement in place with a communications carrier for the installation of cabling, wiring, ducting, conduits, amplifiers and other necessary equipment required for the provision of services to the Building and Lots. The Body Corporate must:

40.1 allow a person to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to such services; and

40.2 provide a supply of electricity at the cost of the Body Corporate if needed for any component to facilitate the instalment on the Common Property.

41 Contractors

No Member will give any directions or instructions to Body Corporate contractors.

43 Occupation Rights - Caretaker/Letting Agent

43.1 For so long as there is in existence an agreement with the Caretaker to provide letting and ancillary services to any Members who wish to avail themselves of such services ("the Letting Agreement") then:-

- 43.1.1 the Body Corporate will not itself directly or indirectly provide any of the services set out in the Letting Agreement;
- 43.1.2 the Body Corporate will not enter into an agreement with any other person or entity similar to the Letting Agreements; and
- 43.1.3 the Caretaker will be entitled to erect or display signs or notices in or on the Common Property advertising any of the services it provides pursuant to the Letting Agreement in accordance with By-Law 17.

44 Display Unit and Sales Office

- 44.1 While the Original Owner (as defined in the Act) remains an owner of any Lot in the Scheme, it and its officers, servants and/or agents will be entitled to utilise any Lot or Lots of which it remains an owner, as a display unit and/or sales office, for the purpose of allowing prospective purchasers or lessees of any Lot to inspect the Lot and to negotiate a proposed purchase of letting and, notwithstanding these by laws, to conduct any auction or sales activity for such Lot or Lots.
- 44.2 The Original Owner will be entitled, for the purposes of exercising its rights under this by-law:
 - (a) to place such signs and other advertising and display material in and about the Building and on and about any parts of the Common Property; and
 - (b) to full and uninterrupted access to the Building and the Scheme Land for itself and its officers, servants and/or agents.

45 Requirements of the Development Approval

The Body Corporate and Owners must comply with the requirements of the development approval obtained by the Original Owner permitting the development of the Scheme Land that relate to the Community Management Statement.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
-------------------	--------------------------------------------------------

STATUTORY EASEMENTS AND SERVICES LOCATION DIAGRAM

The following lots in the Scheme are affected by the following statutory easements:

Easement	Land Title Act 1994	Lots Affected
Easement for lateral and subjacent support	Section 115N	Lots 26, 28-49 on SP 276311, Lots 1-25, 27, 50-61 on SP 276312, Common Property on SP 276311 and Common Property on SP 276312.
Easement for utility services Utility infrastructure	Section 115O Section 115P	Lots 26, 28-49 on SP 276311, Lots 1-25, 27, 50-61 on SP 276312, Common Property on SP 276311 and Common Property on SP 276312.
Easement for shelter	Section 115Q	Lots 26, 28-49 on SP 276311, Lots 1-25, 27, 50-61 on SP 276312, Common Property on SP 276311 and Common Property on SP 276312.
Easement for projections	Section 115R	Lots 26, 28-49 on SP 276311, Lots 1-25, 27, 50-61 on SP 276312, Common Property on SP 276311 and Common Property on SP 276312.
Easement for maintenance of the building close to boundary	Section 115S	Lots 26, 28-49 on SP 276311, Lots 1-25, 27, 50-61 on SP 276312, Common Property on SP 276311 and Common Property on SP 276312.

Services Location Diagrams identified as "Services Location Annexure A" and "Services Location Annexure B" are attached.

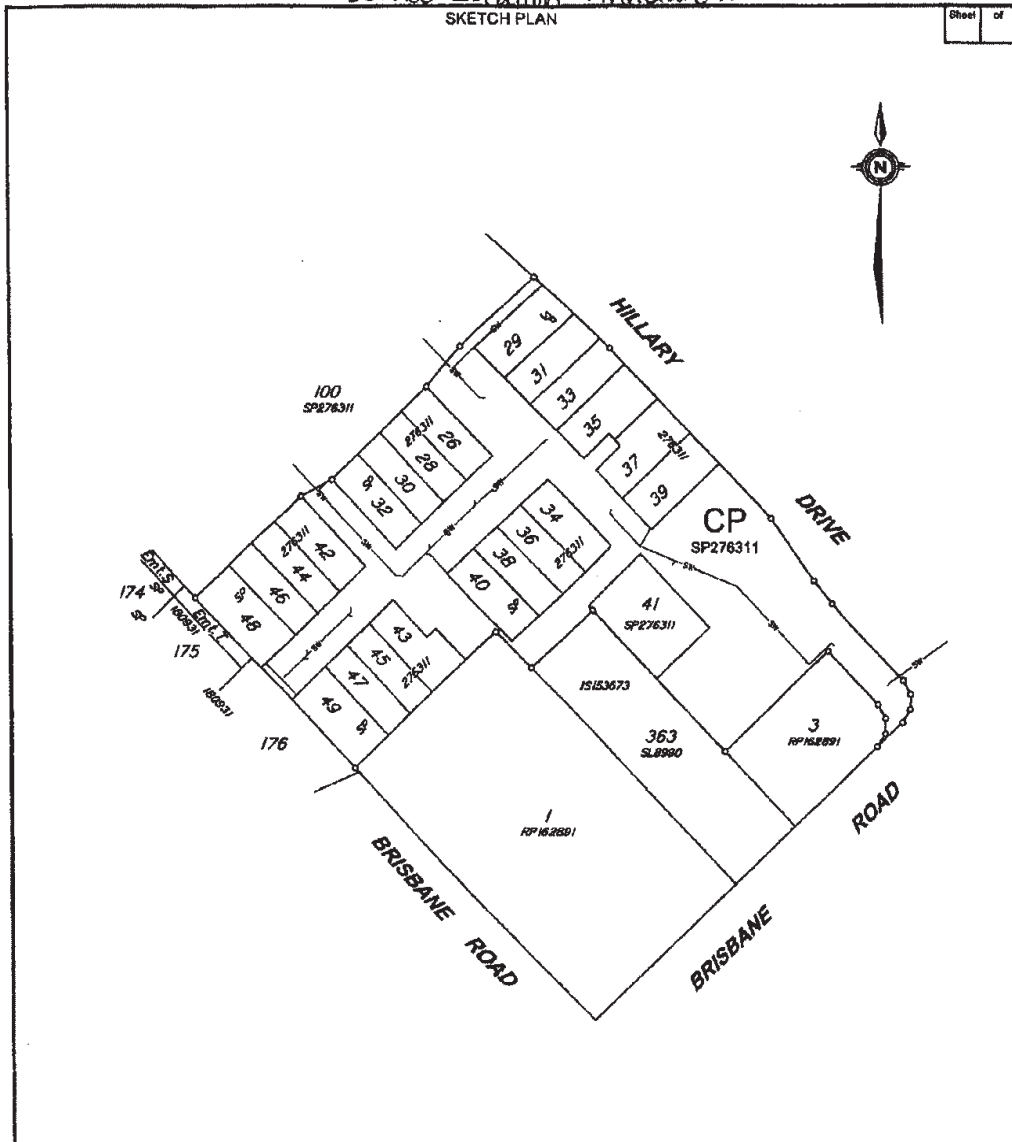
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

NOT APPLICABLE

Service Location Annexure A

SKETCH PLAN

Sheet of



LEGEND

— SW — Stormwater

0 37.5m 75m 112.5m
0 50mm 100mm 150mm SCALE BAR

NOTE: The scale bar above determines the size of the original plan. (A3) Client:

**Service Location Diagram
in Common Property on Level A
for "WARNER VIEWS"**
CTS (SP276311)



THG
BANKSWAY MALDEN PROSELYNNA
025 234 000 (02) 432 2611 071 001 1752

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PARISH: WARNER COUNTY: STANLEY

Meridian: SP276311 Map: 8445-21150

Locality: WARNER

Local Authority: WORETON BAY R.C.

Scale: 1:750 (A3)

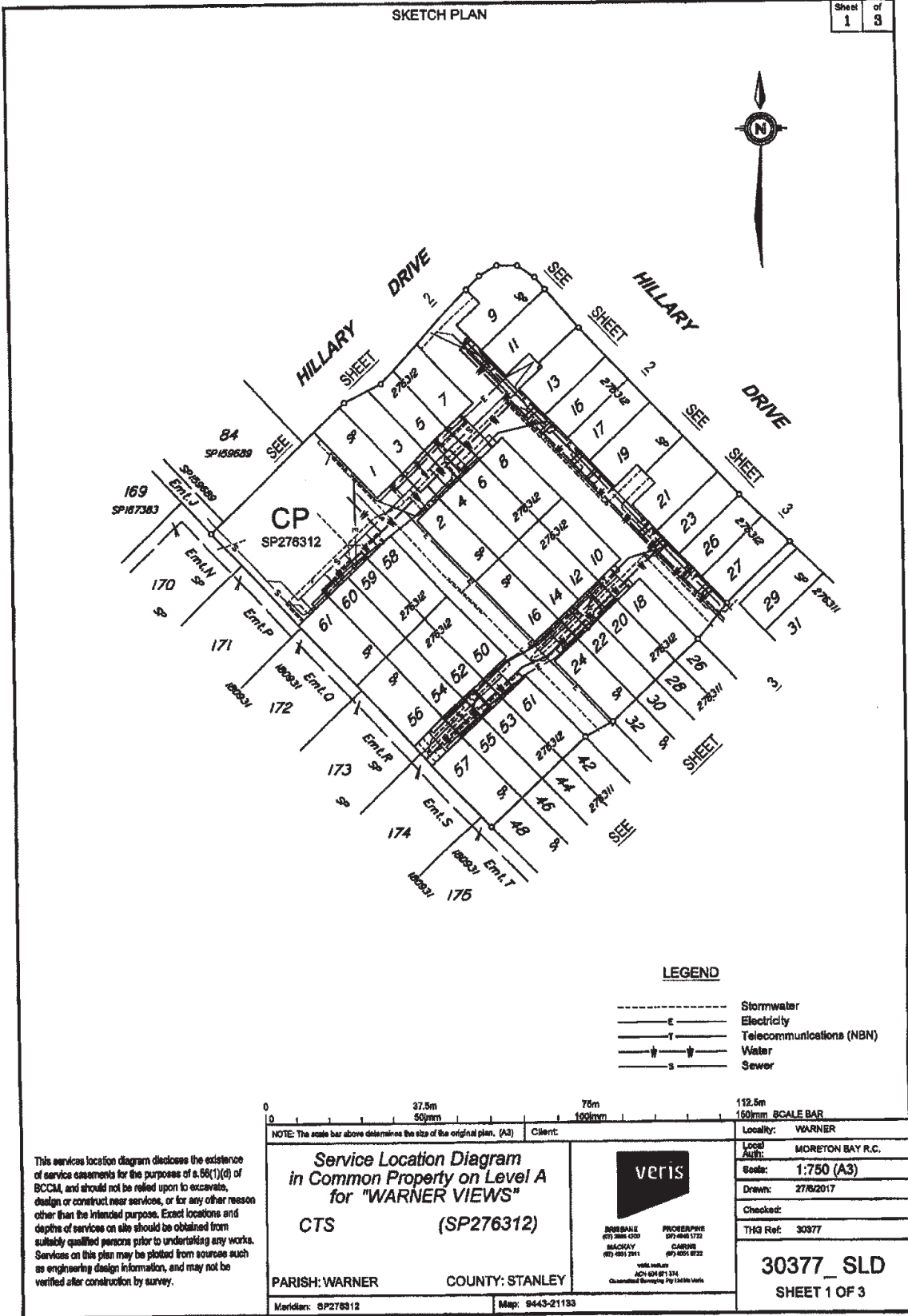
Drawn: TM2016

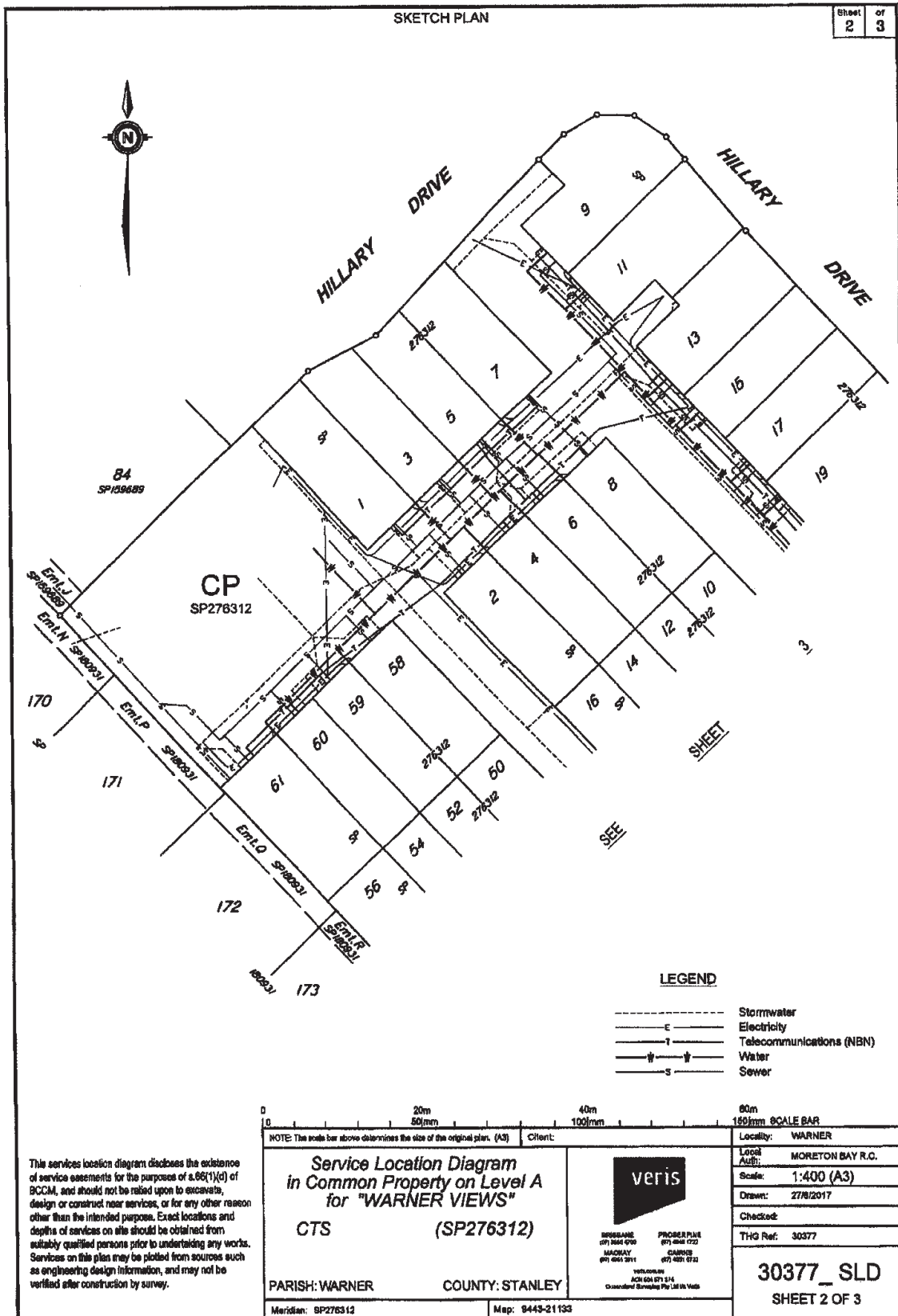
Checked:

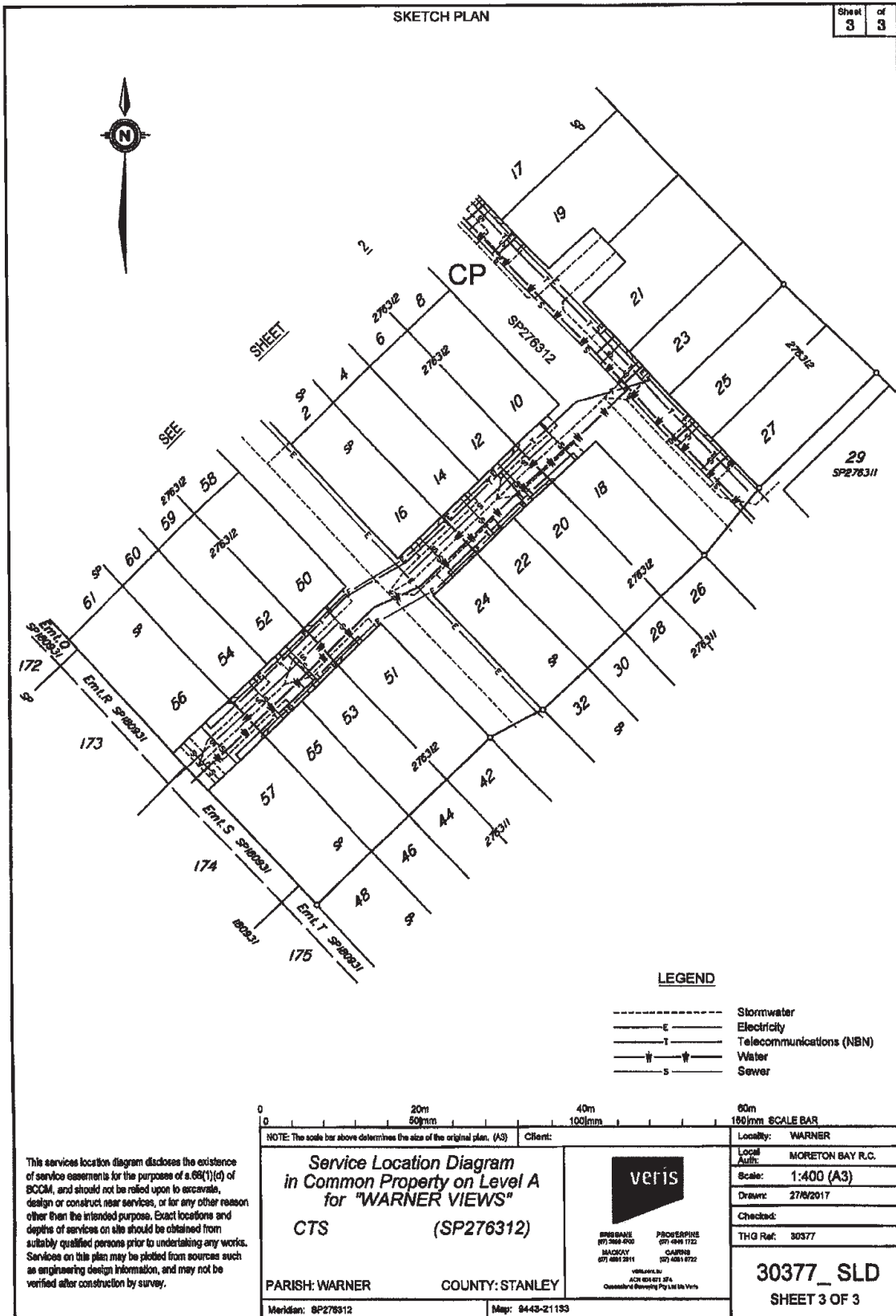
THG Ref: 30377

30377_SLD
SHEET 1 OF 1

This service location diagram discloses the existence of service easements for the purposes of s.88(1)(d) of BCCMA, and should not be relied upon to excavate, design or construct near services, or for any other reason other than the intended purpose. Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works. Services on this plan may be plotted from sources such as engineering design information, and may not be verified after construction by survey.







MINUTES
of the Extraordinary General Meeting

RECORDED
25 AUG 2017

of

WARNER VIEWS CTS 49250
40 HILLARY DRIVE, WARNER

held

at Whittles Brisbane Pty Ltd
Level 1, 433 Logan Road
Greenslopes
Queensland 4120

on Monday, 14 August 2017 at 10:04 AM

PRESENT

In Person

Lot 36 RL Enviro BRW 48 PTY Ltd Represented by J Lynch
Lot 41 RL Enviro BRW 48 PTY Ltd Represented by J Lynch
Lot 49 Rose & Jade Pty Ltd as trustee for Britton Family Trust #2
Represented by Mr G Godfrey

By Proxy

Not applicable

By Voting Paper

Lot 33 Mr K Farleigh
Lot 34 K & H Patel

In Attendance

Keye Jackson representing Whittles Brisbane Pty Ltd

Apologies

Not applicable

PROCEEDINGS

CHAIRPERSON

Mr G Godfrey, Chairperson conducted the meeting.

QUORUM

The Body Corporate Manager declared that a quorum was present.

Declaration of Interest

All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.

Motion 1. Minutes (Ordinary Resolution)

Resolved that in accordance with the relevant section of the Body Corporate & Community Management Act (Accommodation Module), the minutes of the last Adjourned First Annual General Meeting held on 05 April 2017 and the Extraordinary General Meeting held on 12 April 2017 be confirmed as a true and correct record of the proceedings at that meeting.

CARRIED

YES - 5 / NO - 0 / ABSTAIN - 0

Motion 2. Community Management Statement - Stage 2 (Ordinary Resolution)

RESOLVED THAT the Body Corporate approves the registration of the second stage of development as listed in the attached Community Management Statement (CMS) AND THAT the Body Corporate consent to the New CMS by: a. Signing, dating and affixing the Common Seal of the Body Corporate in Item 8 of the New CMS; and b. Signing any other document and doing any other thing requested by the original owner which is necessary or desirable in order to give effect to the Body Corporate's consent to the New CMS and its registration in the Queensland Land Registry.

CARRIED

YES - 5 / NO - 0 / ABSTAIN - 0

3. General Discussion

No general discussion was held.

CLOSURE

The meeting closed at 10.05 a.m.

Chairperson:

Garry Godfrey
C/- WARNER VIEWS CTS 49250
PO Box 166
Stones Corner
QLD 4120

I, Garry Godfrey, being the Chairperson of the Body Corporate for Warner Views CTS 49250 hereby certify that this is the true and correct copy of the Minutes of the Extraordinary General Meeting held on 14 August 2017

Signature: 

Date: 21/8/17

Title Reference 51062625 and 51062601

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 14 – General Request

Name of authorised person or solicitor: Courtney Guy

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): McInnes
Wilson Lawyers

Item/s being altered or corrected: Item 2 – Lot on Plan Description

Details of alteration or minor correction: Insert "Lot 100 on SP 276311 Title Reference 51062625"

Party represented (where signed by solicitor): Registered Proprietor



.....
Authorised person's or Solicitor's Signature

Name of authorised person or solicitor: Courtney Guy

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): McInnes
Wilson Lawyers

Item/s being altered or corrected: Item 3 – Registered Proprietor/State Lessee

Details of alteration or minor correction: Insert "RL Enviro BRW 48 Pty Ltd A.C.N. 162 301 813"

Party represented (where signed by solicitor): Registered Proprietor



.....
Authorised person's or Solicitor's Signature

Title Reference 51062625 and 51062601

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 14 – General Request

Name of authorised person or solicitor: Courtney Guy

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): McInnes Wilson Lawyers

Item/s being altered or corrected: Item 5 – Applicant

Details of alteration or minor correction: "Insert RL Enviro BRW 48 Pty Ltd A.C.N. 162 301 813"

Party represented (where signed by solicitor): Registered Proprietor



.....
Authorised person's or Solicitor's Signature

Name of authorised person or solicitor: Courtney Guy

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): McInnes Wilson Lawyers

Item/s being altered or corrected: Item 6 – Request

Details of alteration or minor correction: Delete "be recorded as the Community Management Statement for Warner Views Community Titles Scheme 49250"

Insert "and adds lots and Common Property from Lot 100 on SP 276311 to the Community Titles Scheme 49250 be recorded as the Community Management Statement for warner views Community Titles Scheme 49250"

Party represented (where signed by solicitor): Registered Proprietor



.....
Authorised person's or Solicitor's Signature



Certificate of Insurance

ABN 29 008 096 277

Keye Jackson
Body Corporate for Warner Views CTS49250
C/- Whittles Body Corporate Services
P O Box 166
STONES CORNER QLD 4120

Date: 06.09.2023
Invoice No: I4379960

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

Class Residential Strata/Community Corporation

Insurer Strata Community Insurance Agencies Pty Ltd
PO Box 881
SPRING HILL QLD 4004

Period 30.09.2023 to 30.09.2024

Policy No. QRSC18003784

Important Notice

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

Disclaimer

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

MGA Insurance Brokers Pty. Ltd.

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

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

COVERAGE SUMMARY

Body Corporate for Warner Views CTS49250
Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION

INSURED:

Body Corporate for Warner Views CTS 49250

SITUATION:

40 Hillary Drive, Warner QLD 4500

INTEREST INSURED:

Building Sum Insured	\$	23,924,884
Common Contents Sum Insured	\$	54,855
Loss of Rent/Temporary Accommodation	\$	3,588,732

Catastrophe/Emergency Cover 15%

Flood Not Insured
Storm Surge Not Insured

Glass I Insured

Theft Insured

Public Liability \$ 20,000,000

Voluntary Workers Insured

Weekly Benefit \$ 2,000

Capital Benefit \$ 200,000

Fidelity \$ 100,000

Office Bearers Liability \$ 2,000,000

Machinery Breakdown Not Insured

Government Audit Costs \$ 25,000

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

Legal Defence Expenses \$ 50,000

Lot owners fixtures and fixings \$ 300,000

Floating floors Not Insured

Loss of Market Value Not Insured

Workers Compensation (ACT, WA & TAS ONLY) Not Insured

EXCESS:

Standard Excess \$ 1,000

MGA Insurance Brokers Pty. Ltd.

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

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

COVERAGE SUMMARY

Body Corporate for Warner Views CTS49250
Residential Strata/Community Corporation

Water Damage and/or Burst Pipes	\$	2,500
Flood Excess		Not Applicable
Storm Surge Excess		Not Applicable
Public Liability Excess		Nil
Voluntary Workers Excess		Nil
Fidelity Excess		Nil
Office Bearers Liability Excess		Nil
Machinery Breakdown Excess		Not Applicable
Government Audit Excess		Nil
Appeal Expenses Excess		Nil
Legal Defence Expenses Excess		\$1,000 + 10% contribution
Other excesses payable are shown in the Policy Wording		

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

Not Applicable

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

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

UNDERWRITING INFORMATION:

Year Built	2016
Primary Wall Construction	Brick
Secondary Wall Construction	Fibre Cement - No Asbestos
Roof Construction	Tile
Floor Construction	Concrete

Aluminium Composite Panels	No
Heritage Listed	No

Fire Protection	
Sprinkler systems in the complex basement/carpark?	No
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	No

Number of Units	61
Number of Levels	2
Number of Basements	0
Number of Lifts	0
Number of Pools/Spas	0
Number of Gyms	0
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	0
% of EPS	0 %
% Commercial Tenants	0 %

Additional Construction Comments: