

DISCLOSURE STATEMENT

Pursuant to Section 206 & Additional Information pursuant to Section 223

BODY CORPORATE & COMMUNITY MANAGEMENT ACT 1997 (AS AMENDED)

LOT 13 “CATTIGER VILLAS”

PROPERTY DETAILS

CTS No. : 45674
Lot Number : 13
Unit Number : 13
Scheme Address : 11 Cattiger Street, Richlands, QLD, 4077
Plan Type & Number : SP 250432
Regulation Module : Standard Module

Information (if any) prescribed under
Regulation Module : Not Applicable

LOT ENTITLEMENTS

<i>CONTRIBUTION Lot Entitlement</i>	100	<i>INTEREST Lot Entitlement</i>	299
<i>Aggregate</i>	1,500	<i>Aggregate</i>	4,485

The CONTRIBUTION Schedule of Lot entitlements are **EQUAL**

FINANCIAL INFORMATION

Scheme Financial Year : 1 February to 31 January

The balance of the Administration Fund is \$10,606.60 CREDIT AS AT 7 May 2024

The balance of the Sinking Fund is \$47,490.20 CREDIT AS AT 7 May 2024

ANNUAL CONTRIBUTIONS:

PAYMENT PERIODS	DUE DATE	ADMINISTRATION FUND (Gross)	SINKING FUND (Gross)	INSURANCE FUND (Gross)
01/02/23 to 31/07/23	01/02/23	\$225.70	\$217.53	\$240.67
01/08/23 to 31/01/24	01/08/23	\$324.43	\$156.47	\$308.93
Annual TOTAL		\$550.13	\$374.00	\$549.60
Pre-Issue				
01/02/24 to 31/07/24	01/02/24	\$275.07	\$187.00	\$274.80

Levy Discount : A discount does not apply

Details of other contributions
for this Lot : No

- (I) The annual contributions payable by the owner of the lot are calculated based on the contribution schedule lot entitlements for lots in the scheme, except for that part of the administrative fund annual contributions attributable to insurance. The insurance component, being \$549.60, is based on the interest schedule lot entitlements for lots included in the scheme. The balance of the administrative fund annual contributions, being \$550.13, is based on the contribution schedule lot entitlements for lots included in the scheme.
- (II) The contribution schedule lot entitlements and the interest schedule lot entitlements for lots included in the scheme are set out in the Community Management Statement for the scheme

The Seller is not the original owner of the Lot

Improvements to the Common Property
for which the owner of the Lot is
responsible : Nil

BODY CORPORATE MANAGER

Name : Archers BCM (BNE)
Address : GPO Box 3025, Brisbane QLD 4001
Telephone : (07) 3220 9400

The Body Corporate Manager is not engaged to perform the functions of a committee.

BODY CORPORATE SECRETARY

Name : Lorita Sasikin
Address : C/- GPO Box 3025, Brisbane QLD 4001
Telephone : (07) 3220 9400

Who is responsible for issuing Body Corporate Information Certificates? : Archers BCM (BNE)

Is there a Committee for the Body Corporate? : Yes

Body Corporate assets required to be recorded on a Register maintained by the Body Corporate are : Nil

INSURANCE

Insurer : Strata Community Insurance Agencies Pty Ltd
Policy No. : QRSC23000776
Date of Expiry : 19 February 2025

Building : \$5,394,642.00
Common Contents : \$53,946.00
Public Liability : \$20,000,000.00

IMPLIED WARRANTIES (Additional information pursuant to section 223)

Particulars of Body Corporate mortgages or charges over its assets or any unsatisfied judgements against it : Nil

Latent or patent defects relating to the Common Property or Body Corporate assets based on a Search of the body corporate records or verbal Information, other than defects arising from fair wear and tear and any defects disclosed in the contract of sale : There is no evidence in the body corporate records of any patent or latent defects.

Exclusions: Fair wear and tear. All Purchasers should show due diligence and employ a suitably qualified contractor to carry out a building and pest inspection of the common property and the subject lot to protect their interests.

Any other matters that may be of interest or that may materially prejudice the purchaser : There were no further matters of significant interest disclosed in the records made available at the time of our inspection.

Does it appear from the records inspected that the Body Corporate can meet its actual, contingent or expected liabilities (other than normal operating expenses) from its available funds : Following inspection of the body corporate records it appears that the body corporate can meet its actual or expected liabilities from the current funds available (including any outstanding levies).

Please note: An Annual General Meeting is scheduled to be held on 30 May 2024. Once this meeting has been held, this Disclosure Statement will no longer be valid. If an updated Disclosure Statement is required, please do not hesitate to contact us.

Dated.....

Signature of Seller(s)/Seller(s) Agent

Witness..... (not required if signed electronically)

ACKNOWLEDGEMENT

The Buyer –

(a) Consents to this Disclosure Statement being given by electronic means and to the Seller signing the Disclosure Statement using an Electronic Signature

(b) Acknowledges having received and read this Disclosure Statement before entering into the Contract to buy the mentioned Lot.

Dated.....

Signature of Buyer(s)

Witness..... (not required if signed electronically)

Disclaimer:

Information contained in this report was obtained by carrying out a physical inspection of the Body Corporate records made available under Section 205 of the BCCM Act. SCLS Pty Ltd cannot be held liable for any failure of the Secretary or managing agent to make all books and records available for inspection under Section 205 of the BCCM Act. You should be aware that all of the records may not have been available for inspection and the records may not have been complete or sufficiently well organized to allow a thorough inspection.

Recommendations:

It is recommended that the Disclosure Statement be updated if the Body Corporate holds a meeting after preparation of this Statement, as affairs of the Body Corporate change quite regularly.

A physical inspection of the building, grounds or the subject Lot has **NOT** been carried out by Sun City Legal Services. As such, we highly recommend a building and pest inspection report be commissioned by the purchaser. A building and pest inspection report may assist by providing details of any unknown defects in the common property or the subject lot.



Phone: (07) 5458 6878

Fax: (07) 3036 5553

Email: helpdesk@scls.com.au

Web: www.scls.com.au



CERTIFICATE OF CURRENCY

THE INSURED

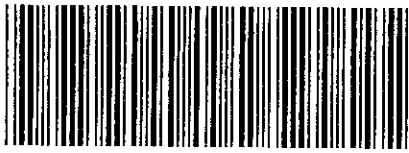
POLICY NUMBER	QRSC23000776
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Body Corporate for Cattiger Villas Community Title Scheme 45674 11 Cattiger Street, Richlands, QLD, 4077
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 19/02/2024 Expiry Date: 4:00pm on 19/02/2025
INTERMEDIARY	MAI Strata Pty Ltd
ADDRESS	GPO Box 3025, Brisbane, QLD, 4001
DATE OF ISSUE	15/02/2024

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$5,394,642
		Common Area Contents	\$53,946
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$809,196
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Not Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$2,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		\$809,196
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.



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\$157.40

10/02/2014 12:39

BE 460

Information about privacy in DNRM see the department's website.

1. Nature of request

REQUEST to Record First Community
MANAGEMENT STATEMENT for "CATTIGER
VILLAS Community ~~titles~~ titles
SCHEME"

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

Lodger
Code

276

VAN DUNG LE
02 GLENALA ROAD DURACK QLD 4077
INFO @ CATTIGERHOMES.COM.AU
0430 316 129

2. Lot on Plan Description

County

Parish

Title Reference

Lot 20 SP 228589 Stanley

Oxley

50791934

3. Registered Proprietor/State Lessee

CATTIGER TRANSPORT PTY LTD
ALN 097726 175

4. Interest

"NOT APPLICABLE"

5. Applicant

CATTIGER TRANSPORT PTY LTD ACN 097 726 175
02 GLENALA ROAD
DURACK QLD 4077

6. Request

I hereby request that: "THE FIRST COMMUNITY MANAGEMENT (ENCLOSED) be record as the
COMMUNITY MANAGEMENT STATEMENT for CATTIGER VILLAS COMMUNITY titles
SCHEME AND THAT 11 CATTIGER STREET RICHLAND QLD 4077 be recorded
as the ADDRESS for Service of the Body Corporate for the SCHEME"

7. Execution by applicant

CATTIGER TRANSPORT PTY LTD
VAN DUNG LE Sub Director
ACN 09772617510/02/14
Execution Date

Applicant's or Solicitor's Signature

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

45674

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

CMS LABEL NUMBER

1. Name of community titles scheme
Cattiger Villas Community Titles Scheme

2. Regulation module
STANDARD MODULE

3. Name of Body Corporate
Body Corporate for Cattiger Villas Community Titles Scheme

4. Scheme land	County	Parish	Title Reference
Lot on Plan Description			
Common property of Cattiger Villas Community Titles Scheme	Stanley	Oxley	
Lots 1 to 15 on SP 250432	Stanley	Oxley	

5. *Name and address of original owner
Cat-tiger Transport Pty Ltd A.C.N 097 726 175
2 Glenala Road
Durack QLD 4077

6. Reference to plan lodged with this statement
SP 250432

first community management statement only

7. Local Government community management statement notation

Reagan Greenway signed
Reagan Greenway Municipal Planner name and designation
Brisbane City Council name of Local Government

8. Execution by original owner/Consent of Body Corporate
CATTIGER TRANSPORT PTY LTD
ACN 097 726 175
SOLD Director

11/11/13
Execution Date

[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.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 250432	100	299
Lot 2 on SP 250432	100	299
Lot 3 on SP 250432	100	299
Lot 4 on SP 250432	100	299
Lot 5 on SP 250432	100	299
Lot 6 on SP 250432	100	299
Lot 7 on SP 250432	100	299
Lot 8 on SP 250432	100	299
Lot 9 on SP 250432	100	299
Lot 10 on SP 250432	100	299
Lot 11 on SP 250432	100	299
Lot 12 on SP 250432	100	299
Lot 13 on SP 250432	100	299
Lot 14 on SP 250432	100	299
Lot 15 on SP 250432	100	299
TOTALS	1500	4485

Statements pursuant to section 66(1) (d & b) and (d & c) of the Body Corporate and Community Management Act (QLD) 1997

The Contribution Schedule Lot Entitlements for each Lot are equal pursuant to Section 66(1) of the *Body Corporate and Community Management Act 1997*.

The Contribution Schedule Lot Entitlements for the scheme are equal.

As required by section 46(7) of the *Body Corporate and Community Management Act 1997*, the Contribution Schedule Lot Entitlements for the Scheme have been allocated using the Equality Principal having regard to the structure of the scheme and the nature, features and characteristics of the residential lots included in the scheme.

The Interest Schedule Lot Entitlements for the scheme are equal.

The Interest Schedule Lot Entitlements is consistent with the market value of the lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not Applicable

SCHEDULE C BY-LAWS

The following By-laws apply to this Scheme:

By-Law 1 Definitions

1.1 In these By-Laws, the following definitions apply in context:

Body Corporate means the Body Corporate incorporated on registration of the plan and includes, where the context allows, the Committee, the agents, contractors or representatives of the body corporate.

Common property means the part of the Scheme Land which is not a lot on the plan and includes where appropriate any easement, exclusive use area or other property which the members of the Body Corporate share the benefit of.

Occupier means a resident owner or resident lessee of a lot, or someone else who lives on the lot.

Owner has the meaning defined by the *Body Corporate and Community Management Act 1997* and includes the successors in title and assigns of the owner.

Scheme means Cattiger Villas Community Titles Scheme.

Scheme land means all the land contained in the Scheme.

By-Law 2 Permitted Use

- 2.1 A lot can be used for residential purposes only and no commercial activity or auction sale may be conducted from any lot unless approved by the Body Corporate in writing.
- 2.2 A lot may not be used for any illegal or unlawful purpose or for any purpose which may be injurious to the reputation of the scheme.
- 2.3 An occupier or owner of a lot must not obstruct lawful use of common property by someone else.

By-Law 3 Behaviour of Invitees

- 3.1 An occupier or owner of a lot must not be a nuisance or behave in any way likely to interfere with the peaceful enjoyment of another occupier of a lot or of any person lawfully using the common property.
- 3.2 An occupier or owner of a lot must take reasonable steps to ensure that their invitees are not nuisances or behave in a way likely to interfere with the peaceful enjoyment of another occupier of a lot or of any person lawfully using the common property.
- 3.3 Occupiers leaving or returning to a lot between the hours of **11.00 pm to 6.00 am** must leave or return quietly and occupiers should request invitees leaving after **11.00 pm** to leave quietly.

By-Law 4 Damage to Common property

- 4.1 An occupier or owner of a lot must not, without written approval from the Body Corporate, mark, paint, drive nails, screws or other objects into, or otherwise damage, deface or alter a structure that forms part of the common property.
- 4.2 An occupier or owner of a lot must not erect any structure on the common property for his own use, without written approval from the Body Corporate.
- 4.3 An occupier or owner of a lot must not damage any lawn, garden, tree, shrub, plant or flower on the common property, without written approval from the Body Corporate.
- 4.4 Each owner or occupier of a lot must notify the Body Corporate promptly of any accident to or defect in any water pipes, electric installations or fixtures which comes to his or her attention.
- 4.5 The Body Corporate and its contractors and agents have authority to examine any defective item and make such repairs or renovations as they consider necessary for the safety and preservation of the scheme as often as may be necessary.

By-Law 5 Appearance of Lot

- 5.1 An occupier or owner of a lot must not alter in any way, without the prior written consent of the Body Corporate, the external appearance of a lot, except in the ordinary course of maintenance and upkeep of the lot and in compliance with any other relevant by-law.
- 5.2 An occupier or owner of a lot must not allow to be hung curtains or blinds visible from the outside his lot unless those curtains or blinds have backing approved by the Body Corporate and the Body Corporate shall ensure that, when granting approval, all lots, when viewed from outside the scheme land, present a uniform appearance.

- 5.3 All terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those consistent with the *Brisbane City Plan 2000* - "Residential Design - Low Density, Character and Low-medium Density Code" and clearly depicted on the Approved Drawings and Documents.
- 5.2 An occupier or owner of a lot must not hang any washing, bedding or other cloth article or display a sign, banner, advertisement, placard or similar article from or on his lot if it were to be visible from another lot, the common property or from outside the scheme land, without prior written consent of the Body Corporate.
- 5.3 An occupier or owner of a lot must not erect any sign on his lot advertising the lot for sale or lease, without prior written consent of the Body Corporate, and the Body Corporate may remove any sign, the erection of which is not authorised by the Body Corporate.

By-Law 6 Repairs, Maintenance and Alterations

- 6.1 An occupier of a lot, and the owner of a lot to a reasonable degree, must maintain in a clean condition the interior of his lot and take all practicable steps to prevent infestation by vermin or insects.
- 6.2 An occupier or owner of a lot must carry out all necessary repairs to his lot.
- 6.3 An occupier or owner of a lot must keep all windows clean and promptly replaced with fresh glass of the same kind, colour and weight as at present if broken or cracked.
- 6.3 An occupier or owner of a lot must not carry out any structural alteration, renovation or addition to a lot, without the prior written consent of the Body Corporate.
- 6.4 An exception to By-Law 6.3 is the installation of a screen door or similar device, provided the screen door or similar device is soundly built, kept in good order and repair, and is consistent with the colour, style and materials of the scheme.
- 6.5 An occupier or owner of a lot must not erect any fences on Common property.
- 6.6 An occupier or owner of a lot must not alter gas, water, drainage, sewerage or electrical connections and services on or to a lot.

By-Law 7 Screening of External Installations

- 7.1 The occupier or owner of a lot must ensure that screening for any externally mounted air conditioning or mechanical plant installations are in accordance with the following requirements:
- 7.1.1 No unscreened installations on the proposed development are to be visible from the surrounding sites;
- 7.1.2 Any installations which are required to be located on roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements of this development package and so as to integrate in a complementary manner with the overall design of the roof, wall or garden area in which the installation is to be located.

By-Law 8 Vehicles and Parking

- 8.1 An occupier, owner or any invitee of an occupier must not park or allow a vehicle to stand on Common property unless authorised to do so by the Body Corporate.
- 8.2 An occupier, owner or any invitee of an occupier must not restrict the reasonable ingress or egress to the scheme of another owner or occupier or their invitees.
- 8.3 Provision on site for four (4) visitors' car parking space which are to remain available for use at all times by bona-fide visitors, guests or invitees of the tenants of all units, and are not included within an exclusive use area or lot entitlement.
- 8.4 Provision is to be made on site for twenty (20) individual tenant car parking spaces.

By-Law 9 Body Corporate Requirement**9.1 The Body Corporate must ensure:**

- 9.1.1 All sealed traffic areas are cleaned as necessary to prevent emissions of particulate matter.
- 9.1.2 Directional visitors' parking signage is erected and maintained at the vehicle entrances to the site adjacent to or clearly visible from the vehicle entrances to the site.
- 9.1.3 Maintenance of the acoustic dampening of any metal grills, metal plates or similar which are subject to vehicular traffic so as to prevent environmental nuisance.
- 9.1.4 A suitable lighting system to operate from dusk to dawn for the driveway between the vehicle entrance to the site and the visitors' car parking spaces is to be placed and maintained on the site.
- 9.1.5 No gates or similar devices are to be placed at the vehicle entry of the development preventing vehicle access to the site.
- 9.1.6 Visitor's car parking bays are not to be fitted with a roller door, gate or similar device preventing access to visitor parking bays.
- 9.1.7 Acoustic fencing is to be maintained on the site.

By-Law 10 Exclusive Use**10.1 The occupier or owner of a lot shall be entitled to the exclusive use and enjoyment for themselves and their licensees of the area or common property allocated in Schedule E and identified on Exclusive Use Plan "A" attached, provided that the lot owner or occupier shall:**

- 10.1.1 Keep same in a clean and tidy condition at all times at its own costs;
- 10.1.2 Not use same so as to create a nuisance or disturbance to occupiers of other lots;
- 10.1.3 Not construct or erect any structural improvements whatsoever in or upon such area without the prior consent in writing of the Body Corporate;
- 10.1.4 Be responsible for maintenance and repair of the common property, excepting the acoustic fencing.

10.2 The driveway, associated landscaping and vehicle turning areas as shown on the approved plans of layout shall form part of the common property and shall not be designated for the exclusive use of any dwelling unit.**By-Law 11 Garbage Disposal and the Leaving of Rubbish, etc on Common property****11.1 Refuse and recyclable bins are to be stored within the individual garages and to be collected from the nominated refuse collection points.****11.2 An occupier or owner of a lot must not:**

- 11.2.1 Deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment by another owner or occupier or of any person lawfully using the common property; or
- 11.2.2 Throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other thing out of any window, door, skylight or balcony of his lot.

11.3 The occupier or owner of a lot must:

- 11.3.1 Comply with all local government laws about disposal of garbage; and
- 11.3.2 Ensure that in disposing of garbage it does not adversely affect the health, hygiene or comfort of the occupiers of other lots.

By-Law 12 Storage and Flammable Materials

- 12.1 An occupier or owner of a lot must not, without written approval from the Body Corporate, store a flammable substance on the common property.
- 12.2 An occupier or owner of a lot must not, without written approval from the Body Corporate, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.

By-Law 13 Insurance

- 13.1 An occupier or owner of a lot must not bring to, do or keep anything on his lot which:
- 13.1.1 Will increase the rate of the premium for fire insurance on the building or the common property;
 - 13.1.2 May conflict with the laws or regulations relating to fire or any insurance policy on his lot or the common property;
 - 13.1.3 May conflict with the regulations or ordinances of any relevant local or other public authority for the time being in force.

By-Law 14 Goods and Furniture Removal

- 14.1 This by-law does not apply to the movement of day to day goods such as groceries or small personal items.
- 14.2 An occupier or owner of a lot or their contractors or agents may only move furniture and other goods of bulk size into and out of the building with the prior arrangement with the Body Corporate.
- 14.3 Occupiers or owners who damage, or allow their contractor or agents to damage, the common property moving furniture and goods into and out of the building must pay to the Body Corporate, on demand, the cost to the Body Corporate of making good that damage.

By-Law 15 Keeping of Animals

- 15.1 The occupier of a lot may (subject to the provisions of the Guide Dogs Act 1972), with the prior written consent of the Body Corporate, keep any one of the following: dog, cat, birds or other small animal, or allow an invitee to bring or keep such small animals, on the provision that:
- 15.1.1 The animal is contained to the lot or any common property over which the occupier has exclusive use by a fence or other suitable means;
 - 15.1.2 The animal is appropriately cared for and supervised by the animal owner; and
 - 15.1.3 The occupier or invitees understand their responsibility to collect all animal droppings immediately from the lot or common property.
- 15.2 The Body Corporate has the power to impose requirements on the consent which it considers reasonable including:
- 15.2.1 Restrictions on the animal entering and using the common property;
 - 15.2.2 Supervision and exercise of the animal; and
 - 15.2.3 Cleaning up any mess made by the animal on the lot or the common property.
- 15.3 The Body Corporate may order the animal to be removed if it causes a nuisance or unreasonable disturbance to occupiers of other lots or if the occupier breaches this by-law.

By-Law 16 Water Apparatus

- 16.1 An occupier or owner of a lot must ensure that all water taps in his lot are properly turned off after use.
- 16.2 The water closets, and other water apparatus (incl. water pipes and drains) must not be used for any purpose other than for which they were constructed and no sweepings, rubbish or unsuitable substances are to be placed therein.

- 16.3 Any cost or expense incurred by the Body Corporate resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by the owner of the lot on which the damage or blockage occurred, whether it was caused by his own acts or omissions or those of the occupier or invitees to the lot.

By-Law 17 Inspection of Lot

- 17.1 The Body Corporate and its contractors, agents and employees may, on one day's written notice to an occupier, enter any lot:
- 17.1.1 To inspect the interior of any lot and to test any electrical, gas or water installation or equipment in it;
 - 17.1.2 To trace and repair any leakage or defect in any installation or equipment at the expense of an owner or occupier of the lot concerned in the case where such leakage or defect is due to any actual neglect on the part of such proprietor or occupier or his or her invitees.
- 17.2 The Body Corporate, in exercising its power under by-law 17.1, will ensure that its contractors, agents and employees cause as little inconvenience to such occupier as is reasonable in the circumstances.

By-Law 18 Copy of By-Laws

- 18.1 A copy of these by-laws or a summary approved by the Body Corporate must be exhibited in a prominent place in any lot made available for letting.

By-Law 19 Notices and By-Laws to be Observed

- 19.1 Each owner and occupier of a lot must observe the terms of any notice displayed on any part of the common property by authority of the Body Corporate or of any statutory authority.
- 19.2 The duties and obligations imposed by these by-laws on an owner or occupier must be observed not only by the owners or occupiers but by the tenants, guests, contractors, employees, agents, children, invitees and licensees of all owners and occupiers and the lot owner or occupier of a lot shall take all reasonable steps to ensure that its guests, contractors, employees, agents, children, invitees and licensees comply with the obligations and duties imposed by these by-laws.

By-Law 20 Recovery of Costs and Damages

- 20.1 If the body corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any owner or occupier or by any tenants, guests, contractors, employees, agents, children, invitees or licensees of the proprietor or any of them, the Body Corporate may recover the amount so expended as a debt in any action in any court of competent jurisdiction from the proprietor of the lot at the time when the breach occurred.
- 20.2 An owner (which expression extends to a mortgagee in possession) must pay on demand the whole of the Body Corporate's costs and expenses (including those on an indemnity basis), such amount to be deemed as liquidated debt, incurred in:
- 20.2.1 recovering levies or moneys payable to the body corporate pursuant to the Act levied upon the owner by the Body Corporate or otherwise pursuant to these by-laws;
 - 20.2.2 all proceedings, including legal proceedings, concluded in favour of the Body Corporate taken by or against the owner or occupier, including but not limited to, applications for any Order by the Referee, appeals to the Tribunal and appeals to the Court.
- 20.3 If the owner (or his mortgagee in possession) fails to pay such costs and expenses after demand, the Body Corporate may:
- 20.3.1 treat such costs and expenses as a liquidated debt and take recovery action in any court of competent jurisdiction;

- 20.3.2 enter such costs and expenses against the levy account of such proprietor in which case the amount of the same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's lot, failing which the buyer of such lot shall be liable to the Body Corporate for payment of the same.

By-Law 21 Power to Enter Agreements

21.1 The Body Corporate has all the powers necessary for carrying out its functions and may, for example, enter into contracts for the:

- 21.1.1 management, maintenance and repair of common property;
- 21.1.2 appointment of a Body Corporate manager to perform the duties and functions of the Body Corporate to the extent allowed by the Regulation Module;
- 21.1.3 provision of telecommunication services, including but not limited to pay television and access to the internet.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Statutory Easements

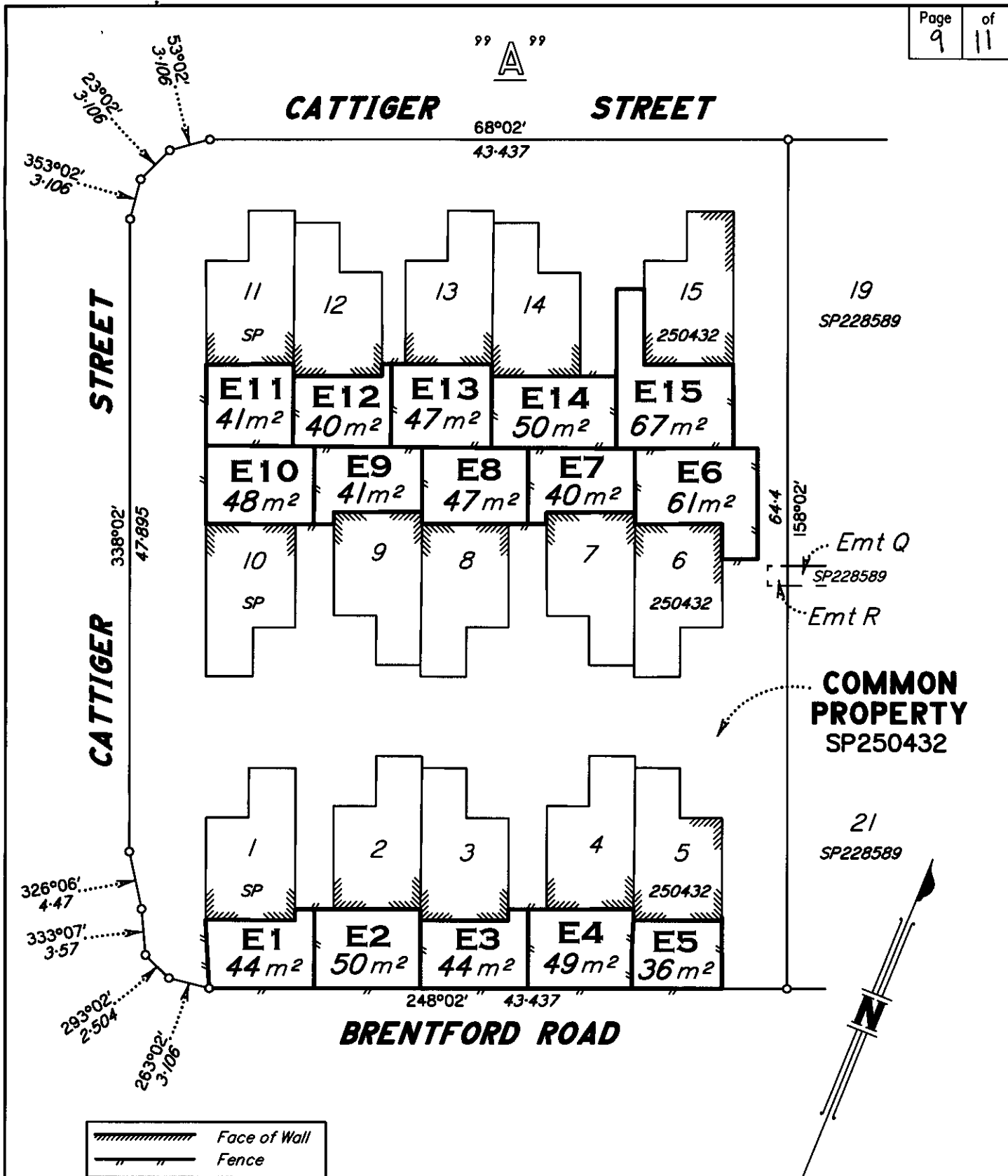
1. Each lot in the Scheme is affected by the following statutory easements:
- (a) easement for lateral or subjacent support under Section 115N of the *Land Title Act 1994*;
 - (b) easement for utility services and utility infrastructure in accordance with Section 115O of the *Land Title Act 1994*;
 - (c) easement for utility services and utility infrastructure in accordance with Section 115P of the *Land Title Act 1994*;
 - (d) easement for shelter in accordance with Section 115Q of the *Land Title Act 1994*;
 - (e) easement for projections in accordance with Section 115R of the *Land Title Act 1994*;
 - (f) easement for maintenance of building close to boundary in accordance with Section 115S of the *Land Title Act 1994*.

Service Location Diagrams

The Service Location Diagrams are annexed to the CMS as Annexure "B" and indicate where the services have been located and constructed in the Common property.

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

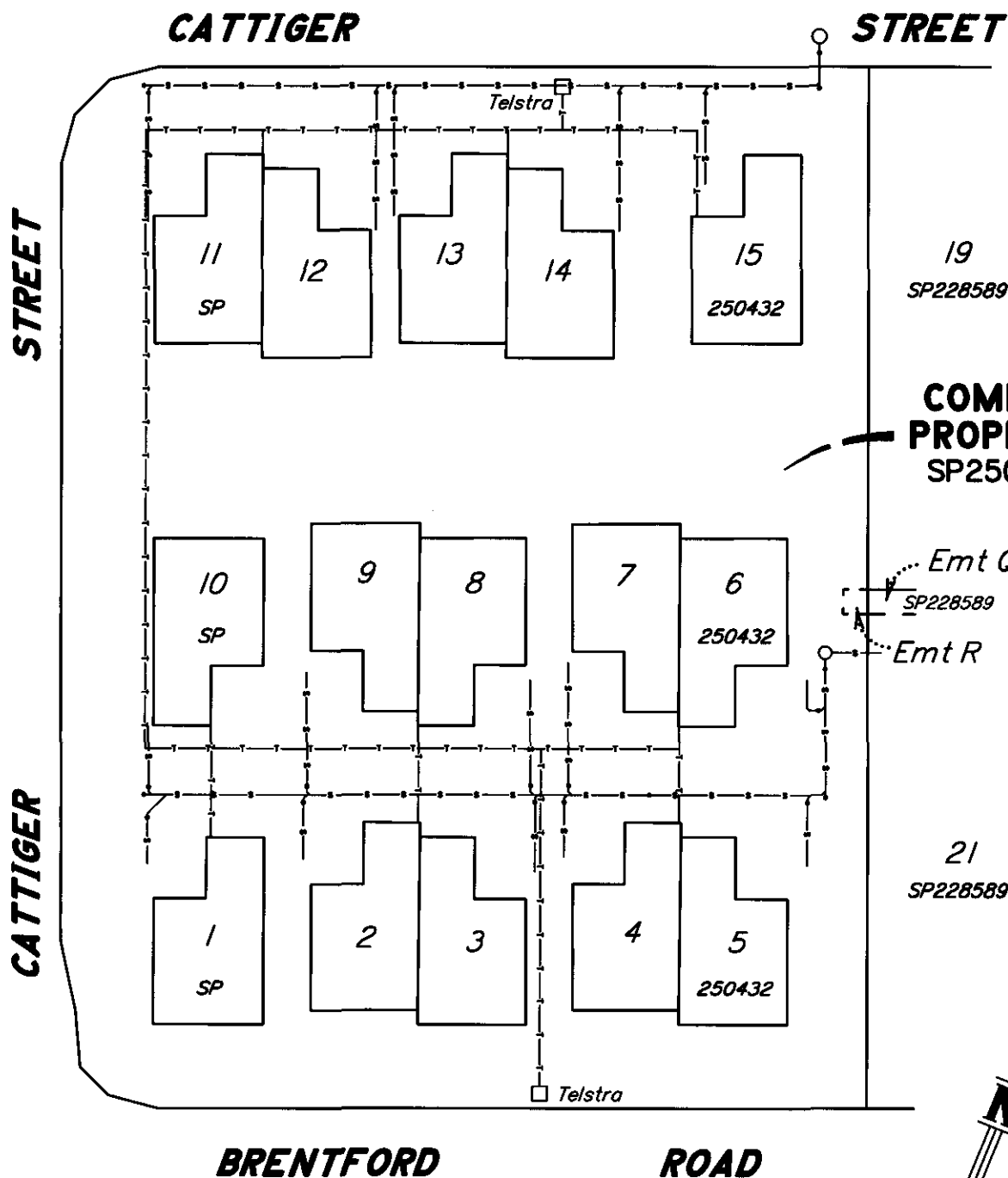
Lot on Plan	Exclusive Use Area	Purpose/Permitted Use
Lot 1 on SP 250432	Area E1 on Exclusive Use Plan "A"	Courtyard
Lot 2 on SP 250432	Area E2 on Exclusive Use Plan "A"	Courtyard
Lot 3 on SP 250432	Area E3 on Exclusive Use Plan "A"	Courtyard
Lot 4 on SP 250432	Area E4 on Exclusive Use Plan "A"	Courtyard
Lot 5 on SP 250432	Area E5 on Exclusive Use Plan "A"	Courtyard
Lot 6 on SP 250432	Area E6 on Exclusive Use Plan "A"	Courtyard
Lot 7 on SP 250432	Area E7 on Exclusive Use Plan "A"	Courtyard
Lot 8 on SP 250432	Area E8 on Exclusive Use Plan "A"	Courtyard
Lot 9 on SP 250432	Area E9 on Exclusive Use Plan "A"	Courtyard
Lot 10 on SP 250432	Area E10 on Exclusive Use Plan "A"	Courtyard
Lot 11 on SP 250432	Area E11 on Exclusive Use Plan "A"	Courtyard
Lot 12 on SP 250432	Area E12 on Exclusive Use Plan "A"	Courtyard
Lot 13 on SP 250432	Area E13 on Exclusive Use Plan "A"	Courtyard
Lot 14 on SP 250432	Area E14 on Exclusive Use Plan "A"	Courtyard
Lot 15 on SP 250432	Area E15 on Exclusive Use Plan "A"	Courtyard



10102/12

CMS Name. "CATTIGER VILLAS"		CMS No.	
Hilloc SURVEYORS, PLANNERS & DEVELOPMENT CONSULTANTS HILLOCC Pty Ltd ACN 067 844 133 LICENSED CONSULTING SURVEYORS UNIT 1B, 58 HOLDSWORTH STREET COORPAROO QLD 4151 PHONE: 07 3394 4632 FAX: 07 3324 1640			
PLAN OF EXCLUSIVE USE AREAS E1 TO E15 in Common Property on SP250432			
PARISH: OXLEY		COUNTY: Stanley	
Locality: RICHLANDS		Local Auth: BRISBANE C.C.	
Scale: 1:400 (A4)		Date/Ref: 30/10/2013 - BD13461	
Meridian: SP250432		Orig Por: 353	
Map Ref: 9442-11242		SHEET 1 OF 1	
10102/12-EUA-01		19/10/13	

99 B 99



LEGEND

Sewer — S —
Telstra — T —

Metres 0 20m 50 | mm 40m 100 | mm 60m 150 | mm

CMS Name.
"CATTIGER VILLAS"

CMS No.

**PLAN OF
SERVICE LOCATION DIAGRAM**

in Common Property on SP250432

PARISH: **OXLEY**

COUNTY: **Stanley**

Locality: **RICHLANDS**

Local Auth: **BRISBANE C.C.**

Scale: **1 : 400 (A4)**

Date/Ref: **30/10/2013 - BD13461**

Orig Por: **353**

Meridian: **SP250432**

Map Ref. **9442-11242**

LEVEL A

SHEET 1 OF 2

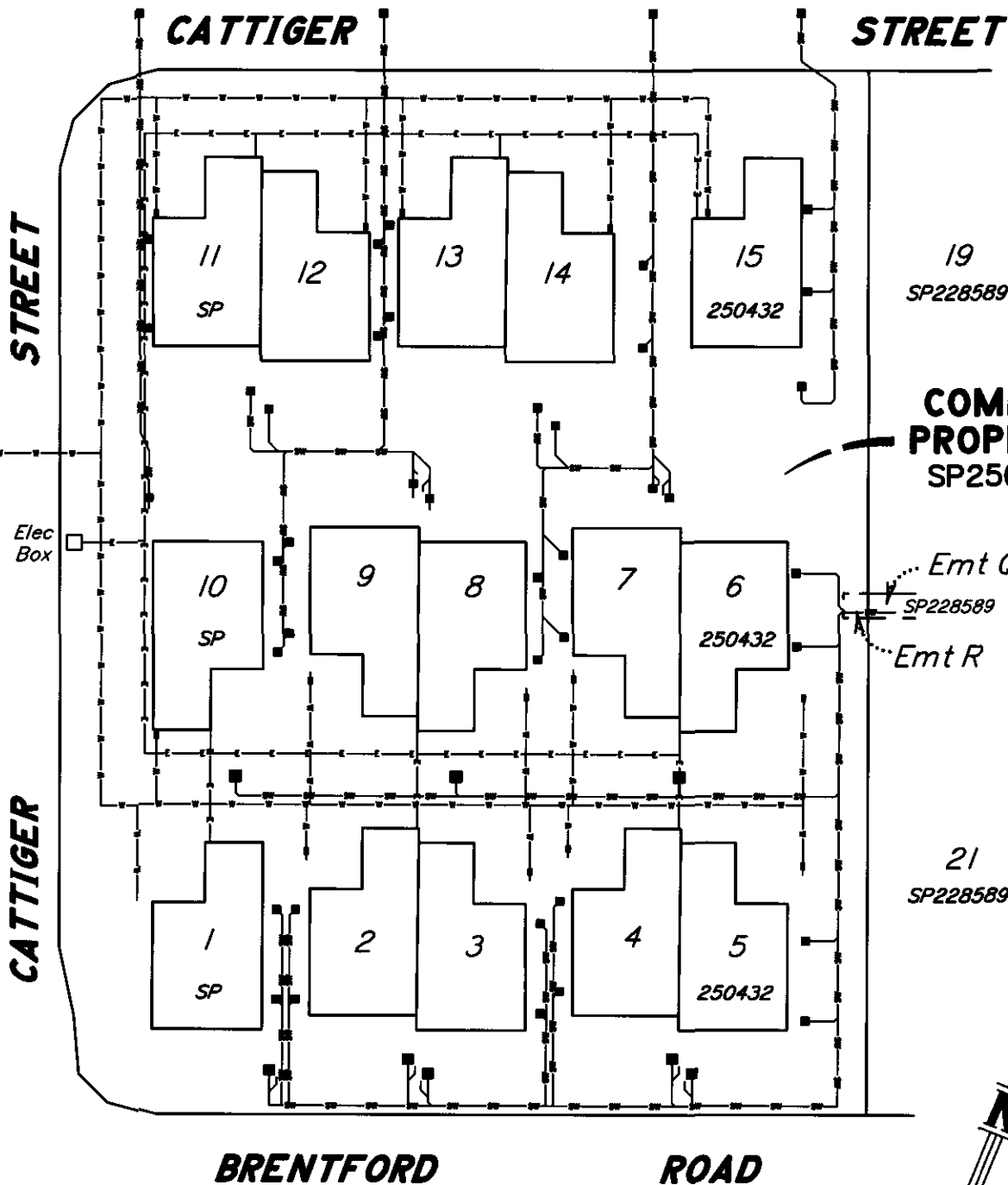
Plan Number
10102/12-SLD-01

Hillocc

SURVEYORS, PLANNERS & DEVELOPMENT CONSULTANTS
HILLOCC Pty Ltd ACN 067 844 133
LICENSED CONSULTING SURVEYORS
UNIT 1B, 58 HOLDSWORTH STREET
COORPAROO QLD 4151
PHONE: 07 3394 4632 FAX: 07 3324 1640

99 B 99

B



LEGEND

Electricity — E —
Stormwater — SW —
Water — W —

Metres 0 20m 50mm 40m 100mm 60m 150mm

CMS Name: "CATTIGER VILLAS"

CMS No.

PLAN OF SERVICE LOCATION DIAGRAM

in Common Property on SP250432

PARISH: **OXLEY**

COUNTY: **Stanley**

Locality: **RICHLANDS**

Local Auth: **BRISBANE C.C.**

Scale: **1 : 400 (A4)**

Date/Ref: **30/10/2013 - BD13461**

Orig Por: **353**

Meridian: **SP250432**

Map Ref: **9442-11242**

LEVEL A

SHEET 2 OF 2

Plan Number **10102/12-SLD-01**

Hillocc

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