

## Exclusive Use versus On-Title Car Parks

專用使用車位與登記於產權之上的車位

VERSION 1 · 10 SEPTEMBER 2026  
ENGLISH & TRADITIONAL CHINESE

### CHAPTER 8 第8章

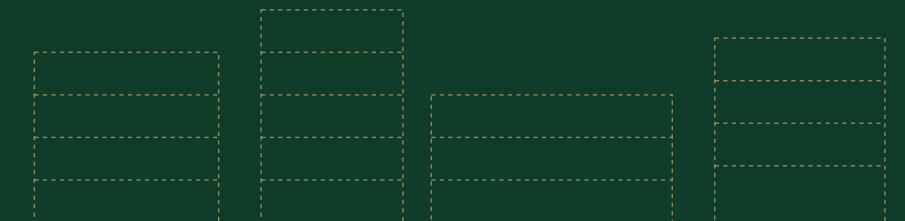
# 08

## For developers and their advisers

開發商及其顧問須知

6 sections · pages 28–31 of the complete guide

6節 · 全書第28至31頁



Kevin Pai

白宗翰

PARTNER · BUGDEN ALLEN GROUP LEGAL

STANDALONE CHAPTER EDITION

獨立章節版 · 可與全書其他章節合併閱讀

KEVINPAI.COM

This chapter is extracted from the complete guide and is bound with the note to the reader, the author profile, the glossary of terms used in the guide and the partner's closing text so that it can be read alone. Page and figure numbers follow the complete guide.

---

# A note to the reader

## 致讀者

This guide explains how car parking is held in a Queensland community titles scheme, and what turns on the difference. It is written for two readers at once: the owner or buyer who wants to know what they are getting, and the developer or adviser who has to choose a structure before the plan is registered. Chapters 1 to 7 are written for the first reader; chapters 8 and 9 are written for the second. Both should read chapter 5.

The English text and the Traditional Chinese text are set paragraph against paragraph and are intended to say the same thing. Where a translation and the English text differ, the English text prevails.

The law stated is the law of Queensland as at 10 September 2026. Statutory references are to the Body Corporate and Community Management Act 1997 (Qld) unless another Act is named. This guide is general information. It is not legal advice on any particular scheme, lot or transaction, and no car parking question should be resolved without reading the scheme's own documents.

本指南說明昆士蘭社區產權計劃中車位的持有方式，以及不同持有方式所產生的法律後果。本指南同時面向兩類讀者：希望確認自己究竟取得何種權利的業主或買方，以及必須在測量圖登記之前選定架構的開發商或其顧問。第一章至第七章為前者而寫；第八章及第九章為後者而寫。第五章兩類讀者均應閱讀。

英文本與繁體中文本逐段對照排版，兩者用意相同。若譯文與英文本有出入，以英文本為準。

本指南所述法律為截至2026年9月10日的昆士蘭法律。除另有指明外，法條援引均指《1997年業主法人團體及社區管理法》（昆士蘭）。本指南僅為一般性資訊，並非針對任何特定計劃、單元或交易的法律意見；任何車位問題，均須先閱讀該計劃本身的文件，方可作出判斷。

---

## About the author

### 關於作者

Kevin Pai

白宗翰

Partner, Bugden Allen Group Legal

合夥人，Bugden Allen Group Legal

Kevin Pai practises in property and commercial law in Brisbane, in a practice built around community titles schemes, development structuring, loans and secured transactions. He advises developers, bodies corporate, owners and lenders, and acts on Queensland schemes from two-lot duplexes to staged mixed use towers.

He writes this series in English and Traditional Chinese because a significant part of the Queensland strata market reads both, and because the questions that cause the most expensive mistakes are usually the ones nobody thought worth asking.

白宗翰於布里斯本執業，專攻不動產法與商務法，業務核心涵蓋社區產權計劃、開發架構、貸款及擔保交易。其為開發商、業主法人團體、業主及貸款人提供法律意見，承辦案件遍及昆士蘭各類計劃，自兩單元雙拼住宅至分期開發的混合用途大樓。

其以英文及繁體中文撰寫本系列，蓋昆士蘭區分所有權市場中有相當比例的參與者兼讀兩種語言；且釀成最昂貴錯誤者，往往正是無人認為值得一問的問題。



# 08

## For developers and their advisers

### 開發商及其顧問須知

---

- 8.1 The decision belongs at plan stage  
此一決定屬於測量圖階段
- 8.2 Choosing the structure  
架構的選擇
- 8.3 Staging and later allocation  
分期開發與嗣後配置
- 8.4 Development approval conditions  
開發許可條件
- 8.5 Tying a car park lot to an apartment  
使車位單元與住宅單元相互連結
- 8.6 Drafting failures worth avoiding  
值得避免的擬約瑕疵

## 8.1

## The decision belongs at plan stage

Everything in chapters 1 to 7 is settled before the first apartment is sold, by the survey plan and the first community management statement. After registration the options narrow sharply and the cost of each one rises. The developer's advantage is that the consent requirements in section 171 do not bite on the first statement: the original owner allocates exclusive use areas at will, because there is nobody yet to dissent.

That advantage is spent once. It should be spent deliberately.

## 8.2

## Choosing the structure

### 此一決定屬於測量圖階段

第一章至第七章所述的一切，均於首戶公寓售出之前，由測量圖及第一份社區管理聲明所決定。登記之後，可選項目急遽減少，且各項的成本均隨之上升。開發商的優勢在於第171條的同意要件不適用於第一份聲明：原始業主得任意配置專用使用區域，蓋此時尚無人得表示異議。

此一優勢僅能行使一次，故應審慎為之。



Figure 6 — Choosing a structure for parking at plan stage.

圖六——於測量圖階段選擇車位架構。

### WHAT EACH STRUCTURE BUYS AND COSTS 各架構的效益與代價

- Parking as part of the lot suits a development where every apartment has fixed parking and nobody will ever need to move it. Cheapest to run, most rigid to change.
- Separate car park lots suit a development where parking will be traded — a mixed use building, a commercial podium, a project selling parking as a distinct product. Flexible, but it adds lots to the scheme with all that follows.

將車位納為單元的一部分，適用於每戶公寓均配有固定車位且日後絕無調整需求的開發案。運作成本最低，變更彈性最差。

獨立車位單元適用於車位將被交易的開發案——混合用途大樓、商業裙樓，或以車位為獨立商品銷售的專案。彈性佳，但將為計劃增加單元，並隨之產生一切相應後果。

- Exclusive use suits almost everything else, and is the default in Queensland residential schemes. It keeps the scheme simple and keeps the parking with the apartments, provided the by-law is drafted to allow reallocation.
- A licence suits surplus spaces only. It should never be the structure for the parking a purchaser is paying for.

8.3

## Staging and later allocation

In a staged development the developer will not know at first registration which lot each space should serve. The answer is an exclusive use by-law that identifies the parking areas and authorises the original owner to make allocations, with allocations then made and notified as each stage settles (ss 174 to 176). Drafted properly this removes the need for a new statement every time a space changes hands.

### SET AN END POINT 設定終止時點

An allocation power in the original owner's hands should not run forever. It should end when the last lot in the last stage settles, and the by-law should say so. A dormant developer allocation power discovered years later is a bad surprise for a body corporate.

專用使用適用於幾乎其餘所有情形，並為昆士蘭住宅計劃的常態。只要管理規約的擬定容許重新配置，此一方式即可維持計劃架構簡明，並使車位與住宅單元保持結合。

使用許可僅適用於多餘車位，絕不應作為買方付費取得之車位的架構。

## 分期開發與嗣後配置

分期開發時，開發商於首次登記時無從得知各車位應歸屬何一單元。其解法為訂定專用使用管理規約，標定各停車區域並授權原始業主為配置，其後隨各期交割逐一作成配置並為通知（第174條至第176條）。擬定得宜者，即無須每逢車位易手即製作新聲明。

原始業主手中的配置權限不應無限期存續，而應於最後一期最後一個單元交割時終止，並於管理規約中明定。多年後方被發現、仍處於休眠狀態的開發商配置權限，對業主法人團體而言是一項不利的意外。

8.4

## Development approval conditions

The approval sets the floor. It will specify minimum numbers of resident and visitor spaces, often their location and dimensions, and sometimes that they must remain unallocated or unobstructed. Nothing done in the community management statement can override it, and a scheme that allocates spaces the approval requires to be visitor parking has created a problem that survives every subsequent sale.

8.5

## Tying a car park lot to an apartment

Developers regularly ask for separate car park lots that cannot be sold away from the apartments they were sold with. Queensland does not offer a clean way to do this. A by-law cannot prevent or restrict a transmission, transfer, mortgage or other dealing with a lot (s 180), which disposes of the obvious approach.

## 開發許可條件

開發許可設定了底線。其將指明住戶車位與訪客車位的最低數量，往往並指明其位置與尺寸，有時且要求其須保持未經配置或無障礙的狀態。社區管理聲明中的任何安排均不得凌駕其上；計劃若將開發許可要求作為訪客車位者予以配置，即製造出一個歷經其後每一次出售仍將存續的問題。

## 使車位單元與住宅單元相互連結

開發商經常要求設置不得與其原併同出售之住宅單元分離出售的獨立車位單元。昆士蘭並無簡潔的方法達成此一目的。管理規約不得阻止或限制單元的移轉、轉讓、抵押或其他處分（第180條），此即排除了最直接的作法。

What is left is weaker and needs to be chosen with open eyes: contractual restraints in the sale contracts, which bind only the original buyer; amalgamating the car park into the apartment lot so that there is nothing separate to sell, which defeats the purpose of having a separate lot at all; or accepting exclusive use instead, which achieves the tie automatically because the right attaches to the lot. In most residential projects the third answer is the right one.

8.6

## Drafting failures worth avoiding

SEEN IN PRACTICE 實務所見

- An exclusive use by-law that identifies spaces by numbers appearing on no plan attached to the statement.
- An allocation to a named individual rather than to a lot. The right must attach to a lot, and an allocation to a person does not survive the sale.
- Exclusive use granted over an area containing utility infrastructure, coupled with a maintenance obligation the owner cannot lawfully be made to bear.
- No reallocation mechanism, so that two owners swapping spaces need a unanimous general meeting.
- Schedule E allocations that do not add up to the number of spaces on the plan, leaving spaces unaccounted for and available to everyone.
- Visitor bays allocated, or resident bays counted twice.

其餘可行者均較為薄弱，選用時必須明知其限制：於買賣契約中設定契約性限制，然其僅拘束原始買方；將車位合併入住宅單元，使其不復為可單獨出售之標的，然此已使設置獨立單元的目的落空；或改採專用使用，因該權利附加於單元而自動達成連結。在多數住宅專案中，第三種答案才是正確的。

## 值得避免的擬約瑕疵

專用使用管理規約以編號指稱車位，而該等編號並未出現於隨附於聲明的任何圖說之上。

配置予具名個人而非配置予單元。該權利必須附加於單元；配置予個人者，於出售後即不復存在。

就含有公用設施基礎設施的區域授予專用使用，並附加業主依法不得被課予的維護義務。

未設重新配置機制，致兩位業主互換車位須經全體無異議的股東會決議。

附表E的配置總數與圖上車位數量不符，致使部分車位無所歸屬而供全體使用。

訪客車位遭配置，或住戶車位重複計算。



# 10

## Terms used in this guide

### 本指南所用名詞

---

10.1 Glossary  
名詞對照

## 10.1

## Glossary

## 名詞對照

ENGLISH AND TRADITIONAL CHINESE 英文與繁體中文對照

| TERM<br>名詞                                      | WHAT IT MEANS HERE<br>本指南中的意義                                                                                                                                  |
|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Body corporate</b><br>業主法人團體                 | The entity created on registration of the scheme, comprising all lot owners.<br>計劃登記時所成立之法人，由全體單元業主組成。                                                         |
| <b>Common property</b><br>共用部分                  | Scheme land that is not part of any lot. Owned by the owners collectively.<br>不屬於任何單元之計劃土地，由全體業主共同所有。                                                          |
| <b>Community management statement</b><br>社區管理聲明 | The recorded document containing lot entitlements, by-laws and exclusive use allocations.<br>載有分攤權益、管理規約及專用使用配置之登錄文件。                                          |
| <b>Exclusive use by-law</b><br>專用使用管理規約         | A by-law attaching to a lot a right of exclusive use over common property.<br>將共用部分之專用使用權附加於某一單元之管理規約。                                                         |
| <b>Lot entitlement</b><br>分攤權益                  | The figures fixing a lot's share of levies (contribution) and of the scheme (interest).<br>確定某一單元管理費分攤（出資）及計劃權益（權益）比例之數值。                                      |
| <b>Resolution without dissent</b><br>無異議決議      | A resolution on which no vote is cast against.<br>無任何反對票之決議。                                                                                                   |
| <b>Special resolution</b><br>特別決議               | A resolution passed by the majority the regulation module prescribes, with no more than the permitted number of votes against.<br>依施行細則所定多數通過，且反對票不超過所允許數目之決議。 |
| <b>Building format plan</b><br>建築格式測量圖          | A survey plan whose boundaries are the structural elements of a building.<br>以建築物結構構件為界線之測量圖。                                                                  |
| <b>Original owner</b><br>原始業主                   | The developer, in its capacity as the owner of the scheme land at registration.<br>開發商，以其於登記時計劃土地所有權人之身分而言。                                                    |
| <b>Utility infrastructure</b><br>公用設施基礎設施       | Cables, pipes, plant and similar equipment supplying a utility service to the scheme.<br>為計劃提供公用服務之電纜、管線、設備及類似設施。                                              |

---

# Partner's closing test

## 合夥人最終測試

Six questions. If any of them cannot be answered from documents, the car park is not settled, whatever anybody has been told.

六個問題。其中任何一題若無法自文件中得到答案，則該車位之權屬即未確定，無論何人曾作何種說明。

|   |                                                                                               |                             |
|---|-----------------------------------------------------------------------------------------------|-----------------------------|
| 1 | Which of the four holdings is it, and which document says so?                                 | 屬於四種持有方式中的哪一種？何份文件如此記載？     |
| 2 | If it is a separate lot, is that lot in the contract and in the transfer?                     | 若為獨立單元，該單元是否已載於契約及移轉文件之中？   |
| 3 | If it is exclusive use, do Schedule E and the exclusive use plan agree with each other?       | 若屬專用使用，附表E與專用使用圖二者是否一致？     |
| 4 | Who maintains it, and does the by-law try to impose anything that cannot lawfully be imposed? | 由何人維護？該管理規約是否試圖課予依法不得課予的義務？ |
| 5 | What does the development approval require, and does the allocation respect it?               | 開發許可有何要求？該配置是否與之相符？         |
| 6 | If the owner needed to move or swap this space, what exactly would it take?                   | 業主若需移動或互換該車位，究竟須經何種程序？      |

---

This guide is general information about Queensland law as at 10 September 2026. It is not legal advice and cannot be relied on as advice about any particular scheme, lot or transaction. Schemes differ, and the answer for any given car space is found in that scheme's own survey plan, community management statement and by-laws.

本指南為截至2026年9月10日昆士蘭法律之一般性資訊，並非法律意見，亦不得作為就任何特定計劃、單元或交易之意見而予以信賴。各計劃情況互異；任何特定車位的答案，均應於該計劃自身的測量圖、社區管理聲明及管理規約中尋得。