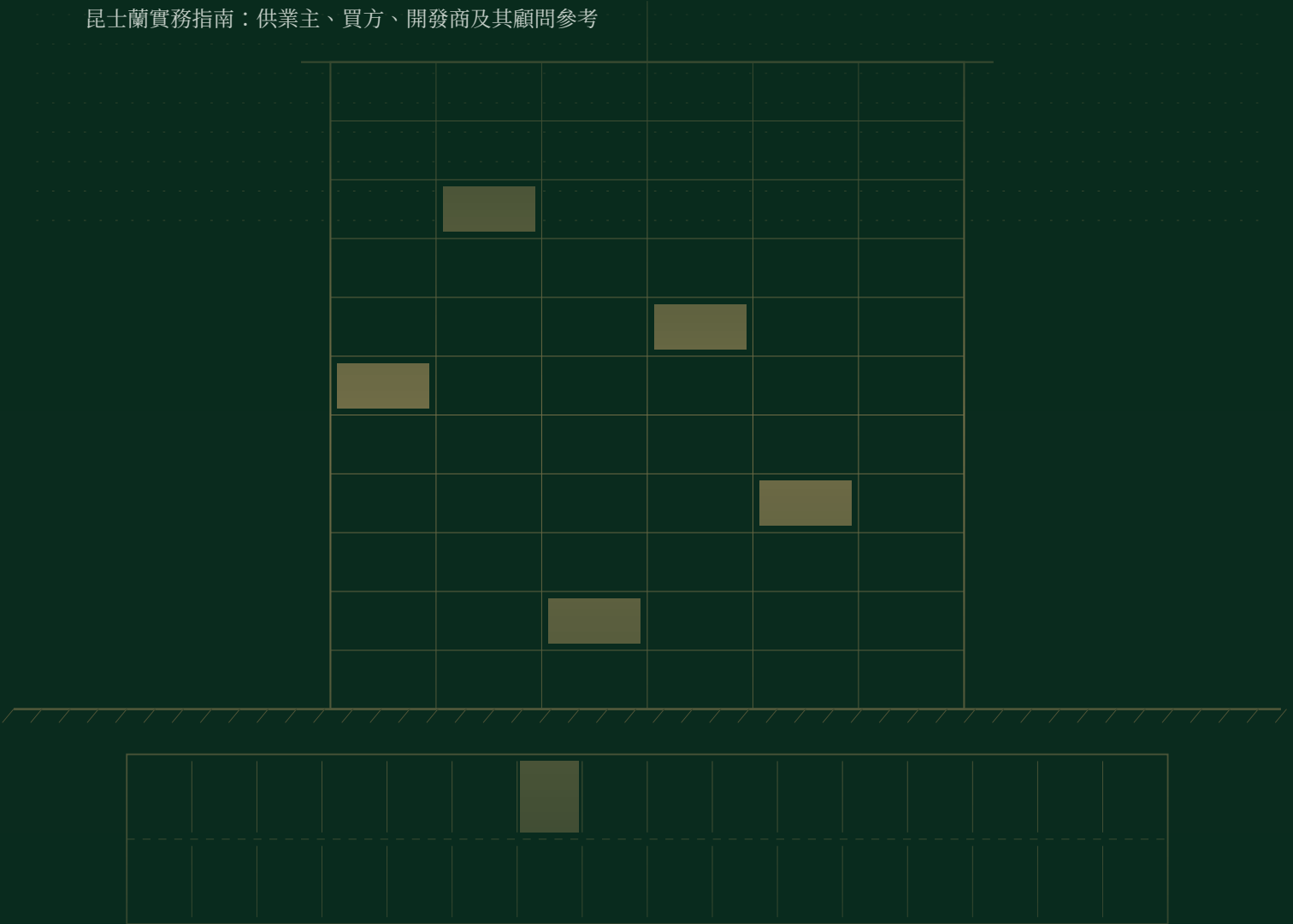


Exclusive Use versus On-Title Car Parks

專用使用車位與登記於產權之上的車位

A Queensland guide for owners, buyers, developers and their advisers

昆士蘭實務指南：供業主、買方、開發商及其顧問參考



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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。

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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。



01

Four ways a car park is held 車位的四種持有方式

- 1.1 The question behind the question
問題背後的問題
- 1.2 Terms from other jurisdictions
其他法域的用語

1.1

The question behind the question

Almost every car parking dispute in a Queensland scheme comes back to one question that was never asked at the right time: what, exactly, does the owner hold? A number painted on the floor answers nothing. Two spaces that look identical in the basement can sit at opposite ends of the legal spectrum — one is land the owner owns, the other is a permission the body corporate could withdraw.

In Queensland there are four ways a car space is held, and they are not variations on a theme. They differ in who owns the space, whether it can be sold or rented separately, who maintains it, who pays levies and rates on it, what has to be disclosed on a sale, and what it takes to change the arrangement.

問題背後的問題

昆士蘭計劃中幾乎每一宗車位糾紛，最終都回到一個在正確時點從未被提出的問題：業主究竟持有什麼？地面上漆的號碼並不能回答任何問題。地下停車場中兩個外觀完全相同的車位，可能位於法律光譜的兩端——其一為業主所有的土地，其二則僅為業主法人團體隨時可撤回的許可。

在昆士蘭，車位有四種持有方式，彼此並非同一概念的變體。四者在下列各點上均有差異：車位的所有權人、能否單獨出售或出租、由何人負責維護、由何人負擔管理費及市政稅、出售時須披露何種事項，以及變更該安排需要何種程序。

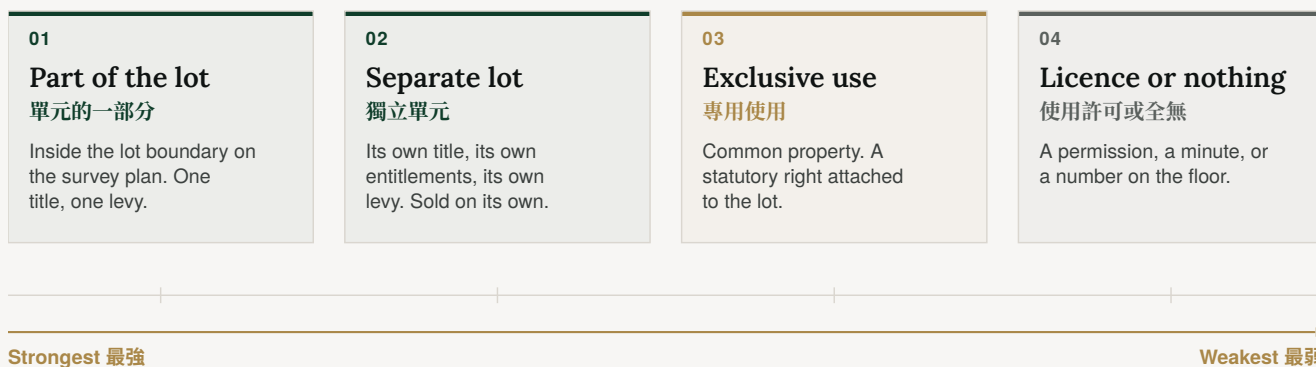


Figure 1 — The four holdings, from the strongest to the weakest.

圖一——四種持有方式，由最強至最弱。

THE FOUR HOLDINGS 四種持有方式

- | | |
|--|---|
| <ul style="list-style-type: none"> — Part of the lot. The space lies within the lot's boundaries on the registered survey plan. One title, one lot entitlement, one levy. It cannot be separated from the apartment. | <p>屬於單元的一部分。車位位於登記測量圖上該單元的界線之內。一份產權、一份分攤權益、一份管理費。無法與住宅單元分離。</p> |
| <ul style="list-style-type: none"> — A separate lot. The space is a lot in its own right, with its own indefeasible title, its own lot entitlements and its own levy liability. It can be sold and mortgaged on its own. | <p>獨立單元。車位本身即為一個單元，擁有獨立且不可推翻的產權、獨立的分攤權益及獨立的管理費責任，可單獨出售及設定抵押。</p> |
| <ul style="list-style-type: none"> — Common property under an exclusive use by-law. The body corporate still owns the space. A statutory right of exclusive use is attached to a lot and travels with that lot on every sale. | <p>受專用使用管理規約規範的共用部分。車位所有權仍屬業主法人團體。專用使用的法定權利附加於某一單元，並隨該單元於每次出售時一併移轉。</p> |
| <ul style="list-style-type: none"> — Common property under a lease, a licence, or nothing at all. A contractual permission at best; at worst, a committee minute and thirty years of habit. | <p>受租賃、使用許可規範，或全無任何依據的共用部分。至多為契約性的許可；至劣者，僅有一份管理委員會會議紀錄及三十年來的習慣。</p> |

The first two are what people mean when they say a car park is "on title". The third is not on title in that sense, but it is a real and durable statutory right, recorded in the scheme's community management statement and enforceable against the body corporate. The fourth is not a property right at all.

1.2

Terms from other jurisdictions

Buyers who have owned apartments in New South Wales, Victoria or overseas often arrive with terms that do not exist in Queensland. New South Wales has "utility lots", whose sale away from a principal lot is restricted by statute. Victoria has "accessory lots" on a plan of subdivision, tied to a principal lot on the plan itself.

Queensland has neither. The Body Corporate and Community Management Act contains no mechanism that makes one lot the accessory of another, and no statutory tie between a car park lot and an apartment. A scheme that wants that tie has to build it, and every device available for the purpose has limits. Chapter 8.5 deals with those limits.

PRACTICAL EFFECT 實務影響

Do not import the word "accessory" into a Queensland contract or by-law and assume it carries the meaning it has elsewhere. In Queensland it carries no statutory meaning at all, and a buyer who relies on it is relying on nothing.

前兩種即一般所稱車位「登記於產權之上」之意。第三種在此意義上並非登記於產權之上，但仍屬真實而持久的法定權利，載於該計劃的社區管理聲明之中，並可對業主法人團體強制執行。第四種則根本不是財產權。

其他法域的用語

曾在新南威爾斯州、維多利亞州或海外持有公寓的買方，往往帶著昆士蘭並不存在的用語前來。新南威爾斯州設有「附屬用途單元」(utility lot)，其與主單元分離出售受制定法限制；維多利亞州則於分割圖上設有「附屬單元」(accessory lot)，於圖上即與主單元相連結。

昆士蘭兩者皆無。《業主法人團體及社區管理法》並無使某一單元成為另一單元附屬物的機制，車位單元與住宅單元之間亦無任何法定連結。欲建立此種連結的計劃必須自行設計，而可資運用的每一種手段均有其限制。第8.5節將處理該等限制。

切勿將「附屬」一詞逕行引入昆士蘭的契約或管理規約，並假定其具有他處的含義。在昆士蘭，該詞並無任何制定法上的意義；買方若據以行事，等同於毫無憑據。



02

On-title car parks

登記於產權之上的車位

- 2.1** Part of the lot
作為單元一部分的車位
- 2.2** A separate lot
作為獨立單元的車位
- 2.3** What on-title ownership does not give you
登記於產權之上所不包括者

2.1

Part of the lot

The strongest arrangement is also the simplest. The car space lies inside the boundaries of the lot as those boundaries are drawn on the registered survey plan. In a building format plan — the format used for most apartment buildings, where boundaries are the structural elements of the building — a lot may be defined in two or more parts. Lot 12 is then the apartment on level 6 and the car space in the basement, both parts of the one lot.

One title issues for the lot. One set of lot entitlements attaches to it. One levy is struck against it and one rate notice is issued for it. On a sale the car space passes with the apartment because it is the same lot: it does not need to be mentioned in the contract for it to pass, although it should be described accurately anyway.

Nothing the body corporate resolves can take the space away. The by-laws still regulate how it is used, and the body corporate retains its statutory power to enter a lot in the circumstances the Act allows (s 163), but the space itself is the owner's land.

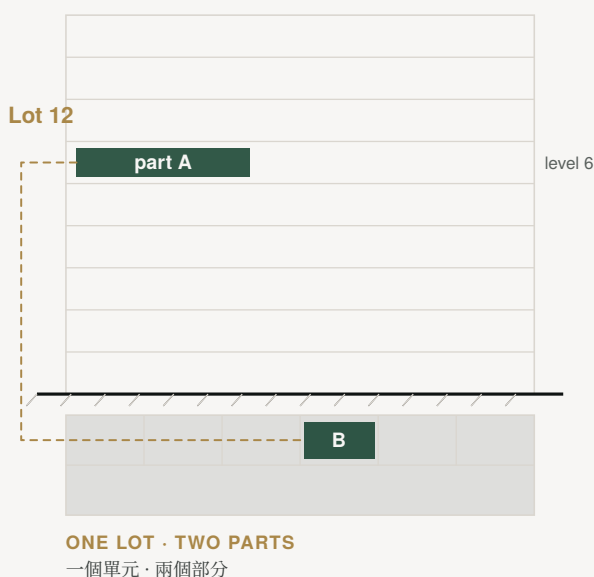


Figure 2 — A building format plan lot defined in two parts.

作為單元一部分的車位

最強的安排同時也是最簡單的。車位位於登記測量圖上該單元界線之內。在建築格式測量圖中——此為多數公寓大樓所採用的格式，其界線即為建築物的結構構件——一個單元可由兩個或以上的部分構成。如此，第12單元即由六樓的住宅與地下室的車位共同組成，二者同屬一個單元。

該單元僅核發一份產權證書、僅附有一組分攤權益、僅課徵一份管理費、僅核發一份市政稅單。出售時，車位隨住宅一併移轉，因二者本屬同一單元：縱使契約未予提及，車位仍隨之移轉，惟仍應在契約中準確描述。

業主法人團體的任何決議均無法剝奪該車位。管理規約仍規範其使用方式，業主法人團體亦仍保有法律所允許情形下進入單元的法定權限（第163條），但車位本身即為業主的土地。

WHAT THIS HOLDING GIVES

- One title, one set of lot entitlements, one levy, one rate notice.
一份產權、一組分攤權益、一份管理費、一份市政稅單。
- The car space passes with the apartment on every sale because it is the same lot.
車位於每次出售時隨住宅單元移轉，因二者本屬同一單元。
- The boundary is generally the finished surface: the slab below, the structure above and the services running through stay common property.
界線一般為完成面：其下的樓板、其上的結構及貫穿其間的管線仍屬共用部分。

圖二——由兩個部分構成的建築格式測量圖單元。

WATCH THE BOUNDARY 注意界線位置

Owning the space is not the same as owning everything around it. On a building format plan the boundary is generally the finished surface, so the slab beneath, the structure above and the services running through remain common property, and remain the body corporate's to maintain. An owner who bolts a car stacker to a common property slab is altering common property, not their own lot.

In a standard format plan scheme — townhouses and villas, where boundaries are marked on the ground — the same logic applies to a driveway or hardstand within the lot. In a volumetric format plan the boundary is a defined three-dimensional volume, which is how a car space in a shared podium is sometimes cut out and attached to a lot above.

2.2**A separate lot**

The second on-title arrangement gives the car space its own lot number, its own indefeasible title and its own place in the scheme. It is a lot like any other lot, and that is both its advantage and its cost.

The advantage is liquidity. A separate car park lot can be sold to another owner in the scheme, mortgaged, leased on its own and dealt with independently of any apartment. In buildings where parking is scarce, that flexibility is worth real money.

The cost is that the scheme has to carry it. A separate lot has contribution schedule and interest schedule lot entitlements, so it attracts its own share of administrative fund and sinking fund levies and its own share of the insurable value. It is counted for voting and for quorum. It usually attracts its own local government rate notice. It adds a lot to the scheme for every purpose the Act measures by lots.

A QUESTION WORTH ASKING EARLY 宜及早提出的問題

Where a buyer takes an apartment and a separate car park lot in the one transaction, the duty and concession consequences are not always what the buyer assumes, because the residence and the car park lot are separate parcels. Confirm the position with the Queensland Revenue Office before the contract is signed rather than after.

擁有車位並不同於擁有其周邊的一切。在建築格式測量圖中，界線一般為完成面，因此其下的樓板、其上的結構及貫穿其間的管線仍屬共用部分，仍由業主法人團體負責維護。業主若將雙層停車設備固定於共用部分的樓板上，即為變更共用部分，而非變更自身單元。

在標準格式測量圖的計劃中——即界線標示於地面的聯排住宅與獨立式住宅——同一原理適用於單元範圍內的車道或硬鋪面。在立體格式測量圖中，界線為經界定的三維空間，共用平台中的車位有時即以此方式劃出，並附隨於上方的單元。

作為獨立單元的車位

第二種登記於產權之上的安排，賦予車位自身的單元編號、獨立且不可推翻的產權，以及在該計劃中的獨立地位。它與其他任何單元無異——這既是其優點，也是其代價。

其優點在於流通性。獨立的車位單元可出售予計劃內其他業主、可設定抵押、可單獨出租，並可獨立於任何住宅單元而為處分。在車位稀缺的大樓中，此種彈性具有可觀的價值。

其代價則在於該計劃必須承擔之。獨立單元擁有出資表分攤權益與權益表分攤權益，因而須負擔其應分攤的行政基金與償債基金管理費，並分擔保險價值。該單元於表決及法定人數計算時均計入，通常亦會收到獨立的地方政府稅單，並在法律以單元數為衡量標準的一切事項上增加一個單元。

買方於同一交易中取得住宅單元及獨立車位單元時，其印花稅與優惠的後果未必如買方所想，因住宅與車位單元屬各自獨立的地塊。宜於簽約前而非簽約後，向昆士蘭稅務局確認相關立場。

The other cost is the one that surprises people at settlement. Because the car park is a separate lot, it does not pass with the apartment unless it is sold with the apartment. It must be described in the contract and it must appear in the transfer. A contract that recites "Lot 12 on SP 123456" and says nothing about Lot 112 conveys the apartment alone, and the seller walks away still owning the car space.

2.3

What on-title ownership does not give you

On-title ownership is not immunity from the scheme. The by-laws regulate what may be done in and around the space, and a by-law that regulates use is valid even though the space is the owner's land. Parking a derelict vehicle, storing goods that create a fire risk, or running a business from the space can each breach the by-laws.

Nor does it give access. The space is reached across common property, and the right of access is the ordinary right of an owner to use common property — it is not an easement the owner controls. Where a scheme proposes to change the layout of a basement, an on-title owner's protection lies in the requirement that the body corporate act reasonably and not unreasonably interfere with access, not in a proprietary right of way.

另一項代價，則往往於交割時令人措手不及。由於車位為獨立單元，除非與住宅單元一併出售，否則不隨住宅單元移轉。車位必須在契約中載明，並必須出現於移轉文件之上。契約若僅載明「SP 123456 之第12單元」而對第112單元隻字未提，則僅移轉住宅單元，賣方於交割後仍保有該車位。

登記於產權之上所不包括者

登記於產權之上並不代表可豁免於計劃的規範。管理規約規範車位及其周邊得為之行為，縱使車位為業主的土地，規範其使用方式的管理規約仍屬有效。停放廢棄車輛、堆放具火災風險的物品，或於車位經營業務，均可能違反管理規約。

登記於產權之上亦不當然賦予通行權。車位須經共用部分抵達，而該通行權僅為業主使用共用部分的一般權利，並非業主所控制的地役權。計劃擬變更地下停車場配置時，登記於產權之上的業主，其保障來自業主法人團體必須合理行事、不得無理妨礙通行的要求，而非來自物權性質的通行權。



03

Exclusive use car parks

專用使用車位

- 3.1 What an exclusive use by-law is
何謂專用使用管理規約
- 3.2 How one is made
專用使用管理規約的設立
- 3.3 Where it lives in the scheme documents
其於計劃文件中的所在
- 3.4 Conditions, payments and obligations
條件、給付與義務
- 3.5 Allocation, reallocation and swaps
配置、重新配置與互換
- 3.6 Maintenance and improvements
維護與改良

3.1

What an exclusive use by-law is

A by-law is an exclusive use by-law if it attaches to a lot a right of exclusive use of, or other rights over, common property or a body corporate asset (s 170). That is the whole of the concept, and each element of it matters.

It attaches to a lot, not to a person. The right belongs to whoever owns the lot from time to time. It cannot be given to a tenant in their own right, it cannot be sold to a neighbour on its own, and it does not stay behind when the owner sells. It passes automatically with the lot without being mentioned in the contract or the transfer.

It is a right over common property, not ownership of it. The body corporate remains the owner of the space. What the owner has is a statutory right, recorded on the scheme's title documents, to exclude everyone else from it.

PRACTICAL EFFECT 實務影響

For day-to-day use, an exclusive use car space and an on-title car space feel identical. The difference shows up in three places: when the owner wants to sell or rent the space separately, when something needs repairing, and when the scheme wants to change the layout.

何謂專用使用管理規約

管理規約若將共用部分或業主法人團體資產的專用使用權或其他權利附加於某一單元，即為專用使用管理規約（第170條）。此即該概念的全部，其中每一要素均具意義。

其附加於單元，而非附加於個人。該權利歸屬於當時的單元所有權人。該權利不得單獨授予承租人，不得單獨出售予鄰居，亦不因業主出售單元而留存於原業主。縱使契約及移轉文件均未提及，該權利仍隨單元自動移轉。

其為對共用部分的權利，而非共用部分的所有權。該車位的所有權人仍為業主人團體。業主所擁有者，係一項載於該計劃產權文件、得排除他人使用該車位的法定權利。

就日常使用而言，專用使用車位與登記於產權之上的車位並無二致。其差異顯現於三處：業主欲單獨出售或出租該車位時、車位需要修繕時，以及該計劃欲變更配置時。

3.2

How one is made

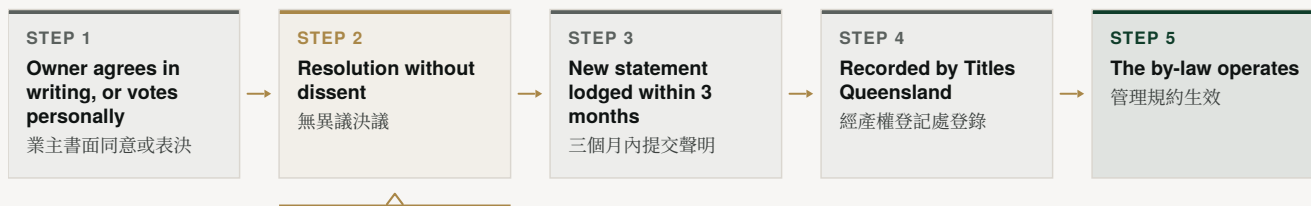
Outside the original owner's first community management statement, an exclusive use by-law is expensive to create, and deliberately so. The body corporate must pass a resolution without dissent to record a new community management statement containing the by-law, and the owner of the lot to which the by-law will attach must agree in writing before the resolution or vote personally on it (s 171). The new statement must then be lodged with Titles Queensland within three months, and the by-law does not operate until it is recorded.

A resolution without dissent means exactly what it says: not a single vote against. One owner of one lot, present and voting no, defeats it. In a large scheme this is the practical reason why exclusive use allocations are almost always made by the developer at the outset and almost never created afterwards.

專用使用管理規約的設立

除原始業主的第一份社區管理聲明外，設立專用使用管理規約的成本甚高，且此乃刻意設計。業主人團體必須以無異議決議通過記載該規約的新社區管理聲明，且該規約所將附加之單元的業主，必須於決議前以書面同意或親自就該決議行使表決權（第171條）。新聲明其後須於三個月內向昆士蘭產權登記處提交，且該規約於登錄前不生效力。

無異議決議一如其字面之意：不得有任何一票反對。任何一個單元的業主出席並投下反對票，即足以否決該決議。在大型計劃中，此即專用使用的配置幾乎均由開發商於最初設定、而事後幾乎從不新設的實務原因。



A single vote against defeats it — and a single owner's written agreement, given before the vote, is what makes it possible. 任何一票反對即足以否決；而業主於表決前所出具的書面同意，正是使其得以成立的要件。

Figure 3 — Making an exclusive use by-law: the sequence, and where it fails.

圖三——設立專用使用管理規約的程序，及其可能失敗之處。

The same requirements apply in reverse. An exclusive use by-law ends only if the body corporate passes a resolution without dissent to record a new statement changing it, and the benefited owner agrees in writing or votes personally. An owner cannot be stripped of an exclusive use car space by a majority, however large.

For schemes still under the Building Units and Group Titles Act 1980 — many older Brisbane buildings — the mechanics differ in form but not in substance: a resolution without dissent, the owner's written consent, and recording on the registered survey plan within three months.

3.3

Where it lives in the scheme documents

The community management statement is where the answer is found, and it is organised in schedules. Schedule A carries the lot entitlements. Schedule B explains the development of the scheme land. Schedule C carries the by-laws. Schedule D carries other details such as service easements. Schedule E carries the allocation of exclusive use areas.

For a car park, three things have to line up: the by-law itself in Schedule C, the allocation in Schedule E naming the lot and the space, and a plan or sketch identifying the space on the ground. Before recording a statement containing an exclusive use by-law, the registrar may require the common property in question to be identified in a plan (s 172).

上述要求於解消時同樣適用。專用使用管理規約僅於業主法人團體以無異議決議通過記載變更的新聲明，且受益業主以書面同意或親自表決時，方告終止。無論多數多麼壓倒，均無法剝奪業主的專用使用車位。

對於仍適用《1980年建築單元及集體產權法》的計劃——布里斯本許多較舊的大樓即屬之——其程序在形式上有所不同，實質則相同：無異議決議、業主書面同意，並於三個月內登錄於已登記的測量圖之上。

其於計劃文件中的所在

答案存在於社區管理聲明之中，該聲明以附表方式編排。附表A載明分攤權益；附表B說明計劃土地的開發；附表C載明管理規約；附表D載明其他事項，例如公用設施地役權；附表E則載明專用使用區域的配置。

就車位而言，三者必須一致：附表C中的管理規約本身、附表E中載明單元與車位的配置，以及在實地標定該車位的圖說或草圖。登錄含有專用使用管理規約的聲明之前，登記官得要求以圖說標定所涉共用部分（第172條）。

COMMUNITY MANAGEMENT STATEMENT

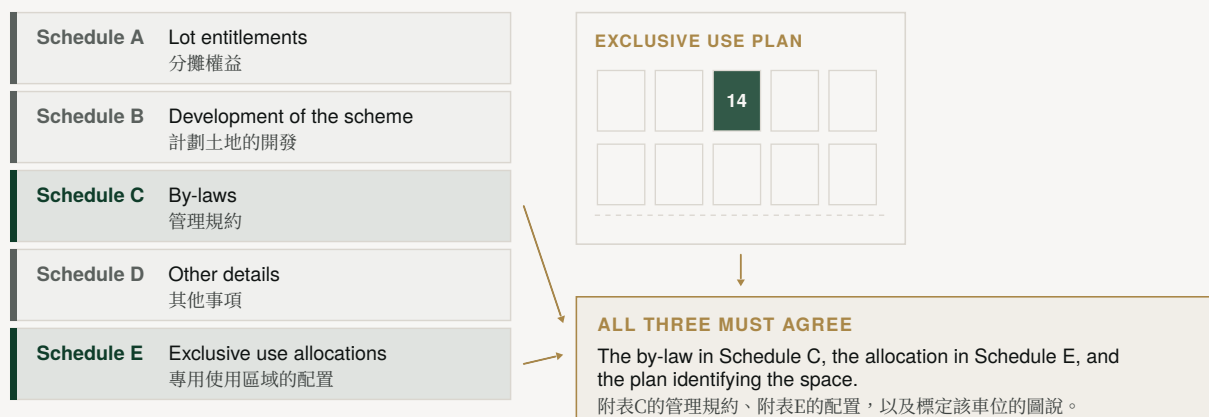


Figure 4 — Where a car park appears in a community management statement.

圖四——車位於社區管理聲明中出現的位置。

THE MOST COMMON DEFECT 最常見的瑕疵

An allocation sheet that refers to spaces by numbers that appear nowhere on the exclusive use plan, or a plan that was drawn for an earlier version of the basement. Where the two disagree, the scheme has a problem that will surface at the worst possible moment, usually on a resale.

配置表以編號指稱車位，而該等編號並未出現於專用使用圖上；或該圖係依地下停車場的先前版本繪製。二者不一致時，該計劃即存在瑕疵，且該瑕疵通常於最不利的時點浮現——多半是在轉售之時。

3.4

Conditions, payments and obligations

An exclusive use by-law can do more than allocate. The regulation module for the scheme may provide for conditions in the by-law, including conditions about payments the benefited owner must make, for obligations imposed on that owner including obligations that would otherwise be the body corporate's, for authorisation of improvements, and for recovery of amounts payable (s 173).

That last power is worth noting. Exclusive use by-laws are the only by-laws that may impose a monetary liability on an owner; ordinary by-laws may not (s 180). Where the by-law requires a payment and the owner does not pay, the amount is recoverable as a debt to the body corporate.

條件、給付與義務

專用使用管理規約的作用不以配置為限。該計劃適用的施行細則得就下列事項為規定：規約中的條件，包括受益業主應為給付的條件；課予該業主的義務，包括原應由業主法人團體承擔的義務；改良工程的授權；以及應付金額的追償（第173條）。

末項權限值得注意。專用使用管理規約是唯一得對業主課予金錢責任的管理規約；一般管理規約則不得為之（第180條）。規約要求給付而業主未為給付者，該金額得作為對業主法人團體的債務予以追償。

3.5

Allocation, reallocation and swaps

A by-law does not have to name the space itself. It may instead identify the common property and leave the allocation to be made — either by a person authorised by the by-law to allocate (an authorised allocation, typically the original owner during a staged development) or by agreement between owners (an agreed allocation). The Act then deals with making allocations, notifying them and notifying further allocations (ss 174 to 176).

This matters for swaps. Two owners who each hold an exclusive use space and want to exchange them can do so by agreement, without a general meeting resolution, provided the by-law is drafted to permit it. The body corporate must be notified and the change recorded. Where the by-law names each space against each lot instead, the same swap requires a new statement and a resolution without dissent — a very different exercise.

DRAFTING POINT 擬約要點

Whether a scheme can swap car parks in an afternoon or only after a unanimous general meeting is decided years earlier, in one clause of one by-law. It is the single most valuable thing a developer's lawyer can get right in the first statement.

配置、重新配置與互換

管理規約無須逐一指明車位。其得僅標定共用部分，而將配置留待其後為之——或由規約授權配置之人為之（授權配置，通常為分期開發期間的原始業主），或由業主間協議為之（協議配置）。法律其後就配置的作成、通知及後續配置的通知設有規定（第174條至第176條）。

此點於互換時至為重要。各自持有專用使用車位而欲互換的兩位業主，只要管理規約的擬定容許為之，即得以協議方式互換，無須經股東會決議。業主法人團體必須受通知，該變更亦須予以登錄。反之，若規約係逐一將各車位對應各單元指明，同一互換即須另行製作新聲明並取得無異議決議——兩者難易迥異。

某一計劃究竟能於一個下午內完成車位互換，抑或必須經全體無異議的股東會方可為之，早在數年前即已由某一管理規約的某一條款決定。此為開發商的律師在第一份聲明中所能做對的最有價值的一件事。

3.6

Maintenance and improvements

The default is that the owner who has the benefit of the exclusive use area maintains it, unless the by-law says otherwise. That default is subject to important carve-outs. For lots on a building format plan the owner is not made responsible for structural elements, or for roofing membranes and similar elements protecting other lots, that the owner did not build. And responsibility for utility infrastructure that is common property cannot be passed to an owner at all.

Improvements are separate again. An owner who wants to improve common property — and an exclusive use car space is still common property — needs approval. Under the Standard, Accommodation and Small Schemes Modules the committee may approve an improvement costing less than \$3,000; at \$3,000 or more an ordinary resolution of the body corporate is required. The Commercial Module sets no limit on the committee.

維護與改良

原則上，享有專用使用區域利益的業主負責維護，但管理規約另有規定者不在此限。該原則有重要的例外。就建築格式測量圖上的單元而言，業主無須就非其興建的結構構件，或就保護其他單元的防水層及類似構件負責。而屬共用部分的公用設施基礎設施，其責任根本不得轉嫁予業主。

改良工程則為另一回事。業主欲改良共用部分——專用使用車位仍屬共用部分——須經核准。依標準、住宿及小型計劃施行細則，管理委員會得核准費用低於3,000澳元的改良工程；達3,000澳元以上者，須經業主人團體的普通決議。商用施行細則則未對管理委員會設有上限。

This is the provision that now governs most electric vehicle charger requests. A wall box in an exclusive use space is an improvement to common property, it draws power that has to come from somewhere, and it usually needs both an approval and an agreement about metering and cost.

此即目前規範多數電動車充電設備申請的規定。設置於專用使用車位的壁掛式充電器，屬對共用部分的改良工程；其用電必須有其來源，通常既須取得核准，亦須就計量與費用另行達成協議。

04

The weaker arrangements

較弱的安排

- 4.1 Lease and licence of common property
共用部分的租賃與使用許可
- 4.2 Informal allocation
非正式配置
- 4.3 Visitor parking is not available
訪客車位不得配置

4.1

Lease and licence of common property

A body corporate may dispose of an interest in, or lease or licence, common property, subject to the Act and the scheme's regulation module (s 154). The module caps the term that may be granted on a special resolution: three years under the Standard Module, ten years under the Accommodation and Commercial Modules.

This is the sensible route where a scheme has spare spaces and wants to charge for them without committing the common property permanently. It is a contract, not a property right recorded on the scheme's title documents. It ends with its term. It does not pass with the lot on a sale unless it is assigned, and a buyer who assumes otherwise will find the space is not theirs.

4.2

Informal allocation

The fourth category is not an arrangement at all. A committee minute from 2009. A number stencilled on the wall. A letter from a former manager. An assurance from the seller that space 14 "goes with" unit 6, repeated by three successive owners until everybody believes it.

None of it creates a right. Common property that has not been allocated by an exclusive use by-law, a lease or a licence is available to all owners, and the body corporate can re-line the basement next year. The owner's remedy, if there is one, is usually against the person who told them otherwise — which is little comfort and expensive to pursue.

4.3

Visitor parking is not available

Visitor spaces cannot be allocated to owners or occupiers, and the reason is not primarily a body corporate one. The development approval for the building will usually impose a condition requiring a minimum number of visitor spaces to be provided and kept available. Converting them breaches the approval, whatever the body corporate resolves.

Adjudicators have consistently held that an owner is not a visitor to their own scheme, including an owner who does not live there. A person who occasionally stays overnight is not an occupier (Summer Waters [2004] QBCCMCmr 244); a person who does so regularly may be (Gresham Gardens [2006] QBCCMCmr 355); and whether a contractor is a visitor depends on who engaged them (127 Charlotte Street [2015] QBCCMCmr 19).

共用部分的租賃與使用許可

業主法人團體得依本法及該計劃適用的施行細則，處分共用部分之權益，或就共用部分為租賃或使用許可（第154條）。施行細則就得以特別決議設定的期間定有上限：標準施行細則為三年，住宿及商用施行細則為十年。

計劃有餘裕車位、欲收取費用而不願永久處分共用部分時，此為合理的途徑。其性質為契約，而非登錄於計劃產權文件上的財產權；期間屆滿即告終止；除經讓與外，不隨單元於出售時移轉。買方若有相反的認知，將發現該車位並不屬於自己。

非正式配置

第四類根本稱不上是一種安排。2009年的一份管理委員會會議紀錄；牆上噴印的一個號碼；前任管理人的一封信函；賣方保證第14號車位「隨附於」第6單元，此說經三任業主輾轉相傳，終致眾人信以為真。

凡此種種均不創設任何權利。未經專用使用管理規約、租賃或使用許可配置的共用部分，供全體業主使用；業主法人團體明年即可重新劃設地下停車場的車道線。業主若有救濟，通常僅得向當初為相反陳述之人請求——此既無多大實益，追訴成本亦高。

訪客車位不得配置

訪客車位不得配置予業主或住戶，其理由主要並非源於業主法人團體法制。該大樓的開發許可通常設有條件，要求提供並持續保留一定數量的訪客車位。無論業主法人團體作成何種決議，將其變更用途均違反該開發許可。

裁決官一貫認為，業主並非自身計劃的訪客，縱使該業主並未居住於該處亦然。偶爾留宿之人並非住戶（Summer Waters [2004] QBCCMCmr 244）；經常留宿者則可能構成住戶（Gresham Gardens [2006] QBCCMCmr 355）；承包商是否為訪客，則取決於係由何人委任（127 Charlotte Street [2015] QBCCMCmr 19）。

WHAT A BODY CORPORATE CANNOT DO 業主法人團體不得為之事項

A Queensland body corporate cannot fine an owner, cannot tow a vehicle of its own motion, and cannot impose time limits on visitor parking that the by-laws do not support. Enforcement runs through contravention notices and, if that fails, an application to the Commissioner's office for an adjudicator's order.

昆士蘭的業主法人團體不得對業主科處罰款、不得逕行拖吊車輛，亦不得就訪客車位設定管理規約所不支持的時間限制。執行須循違規通知的途徑；如仍無效，則向專員辦公室申請裁決官命令。



05

Side by side

對照表

5.1	The comparison
	比較

5.1

The comparison

The table below is the shortest useful answer to "what is the difference". Read down the column that matches the arrangement in front of you.

比較

下表為「二者有何差異」一問最簡明而有用的回答。請依所面對的安排，逐欄向下閱讀。

EXCLUSIVE USE, ON TITLE, AND EVERYTHING ELSE 專用使用、登記於產權之上，及其餘各類

	PART OF THE LOT 單元的一部分	SEPARATE LOT 獨立單元	EXCLUSIVE USE 專用使用	LICENCE OR LEASE 使用許可或租賃
Who owns it 所有權人	The lot owner 單元業主	The lot owner 單元業主	The body corporate 業主法人團體	The body corporate 業主法人團體
Where it is recorded 登錄處	Survey plan 測量圖	Survey plan and its own title 測量圖及其自身產權	CMS Schedules C and E 社區管理聲明附表C 及E	A contract only 僅為契約
Sold separately 得否單獨出售	No 否	Yes 得	No 否	Assignable if the terms allow 條款許可者得讓與
Passes on sale of the lot 是否隨單元出售移轉	Automatically 自動移轉	Only if included in the contract 僅於契約載明時	Automatically 自動移轉	No 否
Own levies and rates 是否有獨立管理費及市政稅	No 否	Yes 有	No 否	No 否
Who maintains it 維護責任人	Owner, within the lot boundary 業主，以單元界線為 限	Owner, within the lot boundary 業主，以單元界線為 限	Owner, subject to carve-outs 業主，但有例外	Body corporate unless agreed 除另有約定外為業主 法人團體
To create it 設立方式	At survey plan stage 於測量圖階段	At survey plan stage 於測量圖階段	Resolution without dissent and new CMS 無異議決議及新社區 管理聲明	Special resolution 特別決議
To change or end it 變更或終止	Subdivision or amalgamation 分割或合併	Transfer or amalgamation 移轉或合併	Resolution without dissent and owner's consent 無異議決議及業主同 意	Expiry or agreement 期滿或合意



06

Buying: what to check, and in what order

買受：查核事項及其順序

- 6.1 The verification chain
查證鏈
- 6.2 Disclosure since 1 August 2025
2025年8月1日以後的披露義務
- 6.3 When the documents do not support the space
文件不足以支持該車位時

6.1

The verification chain

A car space is verified by making five documents agree with each other. Any one of them on its own proves nothing, and the agent's floor plan proves less than nothing.

查證鏈

車位的查證，在於使五份文件彼此一致。任一文件單獨存在均不足以證明任何事項，而仲介所提供的樓層平面圖，其證明力更在其下。



No single document proves the car space. The five have to agree with each other.

沒有任何單一文件足以證明車位權屬；五者必須彼此一致。

Figure 5 — The verification chain, and what each document can and cannot prove.

圖五——查證鏈，及各份文件所能與所不能證明者。

WORK THROUGH THEM IN THIS ORDER 依下列順序逐項進行

- | | | |
|----|--|--|
| 01 | Read the contract. Identify every lot being sold. If the car space is a separate lot, it must be named. If the contract says the buyer gets "car space 14" without saying how, that is the question, not the answer. | 閱讀契約。確認所出售的每一單元。車位若為獨立單元，必須逐一載明。契約若僅稱買方取得「第14號車位」而未說明其依據，則此係問題所在，而非答案。 |
| 02 | Search the title for each lot named. Confirm the lot on plan description, the registered owner, and every encumbrance. | 就所載明的每一單元進行產權查詢，確認單元與測量圖的描述、登記所有權人及一切負擔。 |
| 03 | Obtain the registered survey plan. Find the lot. See whether it is defined in parts and whether one of those parts is the car space. | 取得已登記的測量圖，找出該單元，查明其是否由數部分構成，以及其中一部分是否即為該車位。 |
| 04 | Obtain the current community management statement. Read Schedule E and the exclusive use plan attached to it. Find the lot number and the space number together in one place. | 取得現行社區管理聲明，閱讀附表E及其所附專用使用圖，於同一處同時找到該單元編號與該車位編號。 |
| 05 | Read the body corporate certificate and the seller disclosure statement, and check that what they say about exclusive use areas matches what the statement says. | 閱讀業主法人團體證明書及賣方披露聲明，核對其就專用使用區域的記載是否與社區管理聲明相符。 |
| 06 | Only then walk the basement. The purpose of the inspection is to confirm what the documents already told you, not to discover it. | 至此方前往地下停車場現場查看。現場查看的目的，在於確認文件所已告知者，而非藉此發現事實。 |

6.2

Disclosure since 1 August 2025

The seller disclosure regime under the Property Law Act 2023 (Qld) commenced on 1 August 2025. A seller of a lot in a community titles scheme must give the buyer a disclosure statement together with the prescribed certificates before the buyer signs. For schemes under the BCCM Act the prescribed certificate is a body corporate certificate; for schemes under the Building Units and Group Titles Act it is the equivalent certificate under that Act.

For a car parking question the certificate matters because it must state the scheme's by-laws and the exclusive use areas. A certificate that discloses no exclusive use area for the lot, where the seller has said the space comes with it, is not a discrepancy to be smoothed over. It is the answer.

DO NOT TREAT THE FEE AS THE CONSTRAINT 勿以規費為考量重點

The prescribed fee for a body corporate certificate is modest and is adjusted from time to time. Whatever it is, it is the cheapest thing in the transaction. Order it early enough that the answer can still change the contract.

2025年8月1日以後的披露義務

《2023年財產法》（昆士蘭）所定的賣方披露制度自2025年8月1日起施行。社區產權計劃內單元的賣方，須於買方簽約前，將披露聲明連同法定證明書交付買方。適用《業主人團體及社區管理法》的計劃，其法定證明書為業主人團體證明書；適用《建築單元及集體產權法》的計劃，則為該法下的對應證明書。

就車位問題而言，該證明書之所以重要，在於其必須載明該計劃的管理規約及專用使用區域。賣方既稱該車位隨單元一併移轉，證明書卻未就該單元載明任何專用使用區域者，此並非可以含糊帶過的出入，而正是答案本身。

業主人團體證明書的法定規費金額不高，且不時調整。無論金額若干，其均為整筆交易中最低廉的支出。宜及早申請，俾使所得結果仍有可能影響契約內容。

6.3

When the documents do not support the space

This happens more often than buyers expect, and there are only three honest responses. Have the seller procure the necessary by-law and new statement before settlement, which requires a resolution without dissent and is rarely achievable within a contract period. Adjust the price to reflect a lot without secure parking. Or do not proceed.

The response that is not available is to settle and sort it out later. After settlement the buyer owns a lot without parking and has lost every point of leverage they had.

文件不足以支持該車位時

此種情形較買方所預期者更為常見，而誠實的因應方式僅有三種：要求賣方於交割前促成必要的管理規約及新聲明——此須無異議決議，於契約期間內鮮能達成；調降價金以反映該單元並無穩固車位的事實；或不予進行。

唯一不可行的因應方式，是先行交割、日後再作處理。交割之後，買方所擁有者為一個沒有車位的單元，且已喪失原本握有的一切籌碼。



07

Owning, renting out and selling

持有、出租與出售

7.1 Renting the space to someone else

將車位出租予他人

7.2 Selling

出售

7.1

Renting the space to someone else

An owner of a separate car park lot may lease it like any other lot, subject to the by-laws and to the planning conditions attaching to the building. An owner whose space is part of their lot is in the same position for the part of the lot that is the space.

An exclusive use holder is in a different position, because the right attaches to the lot. Letting another resident of the scheme use the space is usually unobjectionable and is often expressly contemplated. Letting it to someone with no connection to the building is a different matter: it may breach the by-laws, and it may breach the development approval, which will have been granted on the basis that the parking serves the building.

7.2

Selling

BEFORE THE CONTRACT GOES OUT 契約發出前

- If the space is a separate lot, name it in the contract and in the transfer. This is the single most common conveyancing failure in Queensland car parking.
- If the space is exclusive use, do not warrant more than the community management statement supports. It passes automatically; there is nothing to convey and nothing to promise beyond what Schedule E says.
- If the space is a licence, disclose that it is a licence, disclose its term, and do not describe it as "the car space" without qualification.
- If the space is none of these, say so. A seller who describes a space they cannot prove is buying a dispute that outlives the settlement.

將車位出租予他人

獨立車位單元的業主，得如同其他任何單元一般將其出租，惟仍受管理規約及該大樓開發條件的限制。車位屬其單元一部分的業主，就該部分而言，其地位相同。

專用使用權人的地位則有所不同，蓋該權利係附加於單元。供計劃內其他住戶使用，通常並無不當，且往往為規約所明文預設。供與該大樓毫無關聯之人使用，則屬另一回事：此可能違反管理規約，亦可能違反開發許可——該許可係以車位供該大樓使用為前提而核發。

出售

車位若為獨立單元，須於契約及移轉文件中逐一載明。此為昆士蘭車位交易中最常見的過戶疏失。

車位若屬專用使用，所為之擔保不得逾越社區管理聲明所支持的範圍。該權利自動移轉，除附表E所載者外，既無可移轉之物，亦無可承諾之事。

車位若係基於使用許可，須披露其為使用許可、披露其期間，且不得毫無保留地將其描述為「該車位」。

若上述皆非，則應據實說明。賣方描述其無法證明的車位，即等同於買下一場交割後仍將延續的糾紛。



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。



09

Changing the arrangement later

嗣後變更安排

- 9.1 Swaps and reallocations
互換與重新配置
- 9.2 Adding spaces, and converting between forms
增設車位及形式間的轉換

9.1

Swaps and reallocations

Where the by-law permits agreed allocations, two owners can exchange exclusive use spaces between themselves: they agree, the body corporate is notified, and the change is recorded. No general meeting is needed. Where it does not, the exchange requires a resolution without dissent and a new community management statement.

Swapping an on-title space is an altogether larger exercise, because land is moving. It means subdividing, transferring and amalgamating, with a surveyor, the registrar and duty all involved. The difference in cost between the two routes is not marginal, and it is entirely determined by a drafting decision made years earlier.

9.2

Adding spaces, and converting between forms

New spaces created out of common property — a widened aisle, a converted garden bed, a tandem space marked out behind an existing one — can be allocated by exclusive use by-law with a resolution without dissent, or dealt with by lease or licence within the module's limits. Either way the physical work is an improvement to common property and needs its own approval, and the development approval has to be checked first.

Converting common property into a new lot is possible but substantial: a registered surveyor's plan, the body corporate's consent, a transfer, and a new community management statement adjusting the schedules. It is the right answer where a scheme genuinely wants tradeable parking, and the wrong answer where it simply wants to tidy up an allocation.

互換與重新配置

管理規約容許協議配置者，兩位業主得逕行互換其專用使用車位：雙方達成協議、通知業主人團體、登錄該項變更即可，無須召開股東會。規約未容許者，該互換則須經無異議決議並製作新的社區管理聲明。

互換登記於產權之上的車位，則屬規模大得多的作業，蓋所移動者為土地。此須經分割、移轉及合併，並涉及測量師、登記官及印花稅。兩種途徑的成本差距絕非些微，且完全取決於數年前所作的一項擬約決定。

增設車位及形式間的轉換

由共用部分新闢的車位——加寬的通道、改建的花圃、於既有車位後方劃設的縱列車位——得以無異議決議透過專用使用管理規約予以配置，或於施行細則所定範圍內以租賃或使用許可處理。無論採何種方式，其實體工程均屬對共用部分的改良，須另行取得核准，且應先行查核開發許可。

將共用部分轉為新單元雖屬可行，惟工程浩大：須有登記測量師的測量圖、業主人團體的同意、移轉文件，以及調整各附表的新社區管理聲明。計劃確有意設置可供交易之車位者，此為正確答案；僅欲整理既有配置者，則為錯誤答案。



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