

Body Corporate and Community Management Act 1997
Section 206
INFORMATION FOR DISCLOSURE STATEMENT

as at 27 February 2024

| | | | | |
|-----------------------|-----------------------------|--|--------------|---------------|
| Body Corporate | Name of Scheme: | PENINSULA ON THE RIVER | | |
| | Community Titles Scheme No: | 46911 | | |
| | Lot Number: | 402 | Plan Number: | 209177 |
| Secretary | Name | Natalie June Ulmer | | |
| | Address | C/- Eagle Body Corporate Management 206 Logan Road Woolloongabba QLD 4102 | | |
| | Telephone | 35171900 | | |

| | | | | |
|-------------------------------|-----------|--|--|--|
| Body Corporate Manager | Name | Eagle Body Corporate Management Pty Ltd | | |
| | Address | 206 Logan Road Woolloongabba QLD 4102 | | |
| | Telephone | 07 3517 1900 | | |

Contributions and Levies

Levies Determined by the Body Corporate for this Lot

| Administrative Fund | Amount | Due Date | Discount | If Paid By |
|----------------------|----------|----------|----------|------------|
| 01/02/23 to 31/05/23 | \$953.90 | 01/02/23 | Nil | 01/02/23 |
| 01/06/23 to 30/09/23 | \$953.90 | 01/06/23 | Nil | 01/06/23 |
| 01/10/23 to 31/01/24 | \$953.90 | 01/10/23 | Nil | 01/10/23 |
| 01/02/24****31/05/24 | \$953.90 | 01/02/24 | Nil | 01/02/24 |
| Sinking Fund | Amount | Due Date | Discount | If Paid By |
| 01/02/23 to 31/05/23 | \$219.00 | 01/02/23 | Nil | 01/02/23 |
| 01/06/23 to 30/09/23 | \$219.10 | 01/06/23 | Nil | 01/06/23 |
| 01/10/23 to 31/01/24 | \$219.10 | 01/10/23 | Nil | 01/10/23 |
| 01/02/24****31/05/24 | \$219.10 | 01/02/24 | Nil | 01/02/24 |

Special Levies

| Improvements on Common Property for which Buyer will be Responsible | Lot No | Date of Resolution | Authority Given To | Description of Area | Conditions |
|---|--------|--------------------|--------------------|---------------------|--|
| | | | | | Any approved security, fly screens, updated door locks, awnings or any air conditioners. |

Body Corporate Assets Required to be Recorded on Register

| | |
|------------------|--|
| Committee | Refer to the last Annual General Meeting dated 18/04/23 and the last Extraordinary General Meeting dated 13/09/23. |
|------------------|--|

Body Corporate and Community Management Act 1997
Section 206
INFORMATION FOR DISCLOSURE STATEMENT (continued)

Information
prescribed under
Regulation
Module

Signing

Mario Rossi

Seller/Sellers Agent

Witness

28-02-2024

Date

Buyers
Acknowledgement

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

Buyer

Witness

Date

Lot Entitlements
and Other
Matters

| | | | | |
|--|-----------|------------------|--------------------|----------|
| Interest Schedule | Aggregate | 1,849 | Entitlement of Lot | 10 |
| Contribution Schedule | Aggregate | 1,849 | Entitlement of Lot | 10 |
| Balance of Sinking fund at end of last Financial Year | | 513,059.13 | as at | 31/01/24 |
| Insurance Levies not included in Administrative Fund Levies: | | See Other Levies | | |
| Monetary Liability under Exclusive Use By-Law | | | | |

Additional Information

| Other Levies | | Amount | Due Date | Discount | If Paid By |
|--|-------------------------------------|----------------------|--------------------|---------------------|------------|
| <hr/> | | | | | |
| Insurance | | | | | |
| | Type/Name of Insurer | Policy Number | Sum Insured | Renewal Date | |
| | <i>APPEAL EXPENSES (H & QBE</i> | HU0018535 | 100,000.00 | 09/02/24 | |
| | <i>BUILDING QBE</i> | HU0018535 | 53,136,291.00 | 09/02/25 | |
| | <i>BUILDING CATASTROPHE QBE</i> | HU0018535 | 7,970,443.00 | 09/02/24 | |
| | <i>COMMON CONTENTS QBE</i> | HU0018535 | 488,120.00 | 09/02/24 | |
| | <i>FIDELITY GUARANTEE QBE</i> | HU0018535 | 100,000.00 | 09/02/24 | |
| | <i>GOVERNMENT AUDIT COS QBE</i> | HU0018535 | 25,000.00 | 09/02/24 | |
| | <i>LEGAL EXPENSES QBE</i> | HU0018535 | 50,000.00 | 09/02/24 | |
| | <i>LOSS OF RENT QBE</i> | HU0018535 | 7,970,443.00 | 09/02/24 | |
| | <i>OFFICE BEARERS QBE</i> | HU0018535 | 1 MILLION | 09/02/24 | |
| | <i>PUBLIC LIABILITY QBE</i> | HU0018535 | 20,000,000.00 | 09/02/24 | |
| | <i>VOLUNTARY WORKERS QBE</i> | HU0018535 | 200,000.00 | 09/02/24 | |
| <hr/> | | | | | |
| Mortgages or Securities over Body Corporate Assets | | | | | |
| <hr/> | | | | | |
| Latent or Patent Defects in Common Property or Body Corporate Assets | | Vendor to disclose | | | |
| <hr/> | | | | | |
| Actual or Contingent or Expected Liabilities of Body Corporate | | Vendor to disclose | | | |

Additional Information

Circumstances in Vendor to disclose
Relation to
Affairs of the
Body Corporate

Exceptions to Vendor to disclose
Statements in
Clause 7.4(3)

A search of the records should be completed for previous minutes and to check expenditure.

- Minutes of the last Annual General Meeting dated 18/04/23, 6 pages attached.
- Minutes of the last Extraordinary General Meeting dated 13/09/23, 8 pages attached.
- Community Management Statement, 28 pages attached.
- Building Plans, 31 pages attached.
- Pool Safety Certificate, 1 page attached

IMPORTANT INFORMATION FOR BUYERS

You are strongly advised to read all the information provided to you by the seller and obtain independent professional legal advice before signing a contract.

The property to which this certificate relates, is part of a Community Titles Scheme regulated under the *Body Corporate and Community Management Act 1997*. Owning a lot (for example, a unit, apartment or townhouse) in a Community Titles Scheme comes with different rights and obligations to those associated with owning a property that is not part of a Community Titles Scheme. This statement contains important information about owning a lot in a Community Titles Scheme, as well as information specific to the lot you are considering buying.

You may rely on this certificate in a claim against the body corporate as conclusive evidence of matters stated in the certificate (other than to the extent to which the certificate contains an error that is reasonably apparent).

MEMBERSHIP OF BODY CORPORATE

Upon becoming the owner of a lot in a Community Titles Scheme, you will:

- Automatically become a member of the body corporate for the scheme and can take part in the management of the scheme;
- Have to pay contributions towards the body corporates expenses in managing the scheme;
- Have to comply with the body corporate by-laws.
- You must notify the body corporate via a Form 8 that you have become the owner of a lot in the scheme within 1 month.

WARNINGS

- This statement does not include information about –
 - Flooding history
 - Structural soundness of the building or pest infestation
 - Current or historical use of the property
 - Current or historical use of the property
 - Current or past building approvals for the property
 - Limits imposed by planning laws on the use of the land
 - Services that are or may be connected to the property
- You are encouraged to make your own enquiries about these matters prior to signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.
- No warranty is given that the use of the land is legal. Further information about land use, transport, sewerage and drainage infrastructure, vegetation and flooding may be available from local government.
- If the property is part of a Community Title Scheme, it may be subject to had have the benefit of statutory easements under the *Land Titles Act 1994*, which are not required to be disclosed.

SELLER STATEMENTS

Under the Body Corporate and Community Management Act 1997, certain warranties about some aspects of the Community Titles Scheme are implied in a contract for the sale of a lot. If you discover a breach of a warranty before settlement, you may have a right to terminate the contract. The warranties are:

- At the date of the contract there are no latent or patent defects in the common property or the body corporate assets (other than defects arising through fair wear and tear or disclosed in the contract) known to the seller or disclosed in the body corporate records;
- At the date of the contract, there are no actual, contingent or expected liabilities of the body corporate that are not part of the body corporate's normal operating expenses (other than disclosure in the contract) known to the seller or disclosed in the body corporate records;

- At completion of the contract, there are no circumstances known to the seller in relation to the affairs of the body corporate likely to materially prejudice the buyer;
- To the seller's knowledge, there are no other unregistered or statutory easements, covenants or encumbrances affecting the property that will not be released at settlement other than those disclosed with this statement;
- The seller states that written notice is not required under the *Environmental Protection Act 1994*, section 347, 362 or 408, unless notice is given with this statement;
- The seller states that there are no tree orders or applications under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the property unless notice is given with this statement;
- The seller states that no building work has been carried out by an unlicensed person in the last six years unless a notice under the *Queensland Building and Construction Commission Act 1991*, section 47 is given with this statement;
- No warranties are given about the structural soundness of the building/s or improvements on the property. It is recommended that a buyer engage a licensed building inspector to inspect the building and provide a report;
- If the property is a commercial office building of more than 1000m² a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register;
- To the seller's knowledge, there are no current orders, notices or transport infrastructure proposals affecting the land issued by a State or local government or other relevant authority that may affect the title to or use of the land after settlement, except as disclosed in this statement.

SHORT TERM LETTING IN COMMUNITY TITLES SCHEMES

The lawful use of a lot, including whether a lot can be used for short-term letting, is determined by the relevant local government under the applicable planning laws, instruments and documents. You may wish to seek advice from the relevant local government authority or your solicitor about the permitted lawful use of the lot, including whether the permitted lawful use may subsequently change.

It is possible that lots in the Community Titles Scheme are currently being used (or will in future be used) lawfully or unlawfully for short-term or transient accommodation (for example, by being advertised on AirBNB).

Relevant planning and development documents can be obtained from the relevant local government. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

OBTAINING FURTHER INFORMATION

You are strongly advised to conduct a search of the body corporate records for the Community Titles Scheme which the property you are buying is part of. A search of the body corporate records, including financial records and statements; minutes of body corporate general meetings and committee meetings; and correspondence sent and received by the body corporate, can provide important information about the scheme that is not included in this certificate, such as:

- Disputes relating to the Community Titles Scheme;
- The need for major body corporate expenditure in the future;
- Any legal action the body corporate may be involved in;
- Orders made against the body corporate, or in relation to the scheme, by a judicial or administrative authority.

To search the body corporate records, contact the person responsible for keeping the body corporate records.

MINUTES OF THE ANNUAL GENERAL MEETING

PENINSULA ON THE RIVER CTS 46911

DATE & TIME Tuesday, 18 April 2023 at 05:00 PM

LOCATION Foyer, 18 - 32 Thorn Street, KANGAROO POINT, QLD, 4169

ATTENDANCE

In Attendance

| | | |
|---|----------|-----------------|
| Crows Ash Holdings Pty Ltd as Trustee for Lot 100 | | Electronic vote |
| Dunne Family | | |
| Nicola Stewart | Lot 102 | Electronic vote |
| Lesly David Davis | Lot 209 | Electronic vote |
| Neil Scales | Lot 210 | Paper vote |
| Gabor Marton & Victor Eduardo Ulrich | Lot 212 | Owner present |
| Ratis | | |
| Eduardo Villatore & Amanda Christina | Lot 311 | Electronic vote |
| Barbosa Villatore | | |
| Jasmina Atanasievska | Lot 404 | Owner present |
| Maureen Scott | Lot 603 | Owner present |
| H & M Komene Atf The Dec Of Custody | Lot 706 | Electronic vote |
| Trust For Tamati Jayne Resources S/Fund | | |
| Tsv Property P/L Acn 163 800 440 | Lot 709 | Electronic vote |
| Jeanette Ann Carter | Lot 801 | Electronic vote |
| Nancy Lee Blessing | Lot 901 | Owner present |
| Peter John & Christine Jennifer Bradford | Lot 1002 | Electronic vote |
| as Trustees for the Bradford Family Trust | | |
| Executive Management Solutions P/L As | Lot 1005 | Electronic vote |
| Trustee For Jackson Communications | | |
| | Lot 1008 | |
| Gary James Lawrence & Dawn Catherine | Lot 1106 | Owner present |
| Lawrence | | |
| Carol Sow Mei Wong | Lot 1107 | Electronic vote |
| Natalie June Ulmer & Michelle Elizabeth | Lot 1111 | Owner present |
| Ulmer | | |
| Shaun Denis Wynn & Cucu Supriadi | Lot 1204 | Electronic vote |
| Troy Allan Edward Clarke & Susan Patricia | Lot 1207 | Owner present |
| Clarke | | |
| Andrew John Hayes & Anne Theresa | Lot 1407 | Paper vote |
| Hayes | | |

Also In Attendance

C Sims – Eagle Body Corporate

Apologies

| | |
|--|----------|
| Eduardo Villatore & Amanda Christina Barbosa Villatore | Lot 311 |
| Andrew John Hayes & Anne Theresa Hayes | Lot 1407 |

Chairperson

Nancy Lee Blessing

1. CONFIRMATION OF MINUTES**Motion CARRIED.**

Resolved that the minutes of the last General Meeting of the Body Corporate, held on 16th of August 2022, as previously circulated, be confirmed.

Yes: 11 No: 0 Abs: 9 Inv: 0

2. FINANCIAL STATEMENTS**Motion CARRIED.**

Resolved that the Non-Audited Annual Financial Statements for the financial year ending 31st of January 2023 as attached to the agenda be accepted.

Yes: 15 No: 0 Abs: 5 Inv: 0

3. NO AUDIT**Motion DEFEATED.**

Lost that the Body Corporate's Statement of Accounts for the financial year ending 31st of January 2024 **NOT** be audited.

Note: If you do want an audit of the accounts, vote **NO**; if you do not want an audit of the accounts, vote **YES**.

Yes: 6 No: 12 Abs: 2 Inv: 0

4. APPOINTMENT OF AN AUDITOR**Motion CARRIED.**

Resolved that on defeat of the previous motion, the Body Corporate appoint Ryan Harvie McEnery Chartered Accountants to audit the Body Corporate Statement of accounts for the financial year ending 31st of January 2024, at a cost of \$341.00 including GST.

Yes: 18 No: 0 Abs: 2 Inv: 0

5. ADMINISTRATION FUND BUDGET AND LEVIES**Motion CARRIED.**

Resolved that the administrative fund budget for the financial year ending 31st of January 2024, which totals \$529,125.00 (excluding GST, if applicable), be adopted with each entitlement attracting a levy of \$286.17 per lot entitlement, to be levied as follows:

| Levy Status | Period From | Period To | Due | Admin Fund | Per Contribution Entitlement |
|----------------|--------------------|--------------------|-------------|---------------------|------------------------------|
| Already Issued | 01 Feb 2023 | 31 May 2023 | 01 Feb 2023 | \$176,376.11 | \$95.39 |
| To be Issued | 01 Jun 2023 | 30 Jun 2023 | 01 Jun 2023 | \$176,374.45 | \$95.39 |
| To be Issued | 01 Oct 2023 | 31 Oct 2023 | 01 Oct 2023 | \$176,374.44 | \$95.39 |
| Total | 01 Feb 2023 | 31 Oct 2023 | | \$529,125.00 | \$286.17 |

Discount (if applicable): 0%

Total Contribution Entitlements: **1,849**

And further, that the committee issue an interim levy for the first levy period(s) of the following financial year:

Interim Periods

| Levy Status | Period From | Period To | Due | Admin Fund | Per Contribution Entitlement |
|--------------|-------------|-------------|-------------|---------------|------------------------------|
| To be Issued | 01 Feb 2024 | 31 May 2024 | 01 Feb 2024 | \$176,374.44 | \$95.39 |
| Total | | | | \$0.00 | \$0.00 |

Explanatory notes exist for this motion. Refer to the Explanatory Schedule for further information.

Yes: 17 No: 1 Abs: 2 Inv: 0

6. SINKING FUND BUDGET AND LEVIES**Motion CARRIED.**

Resolved that the sinking fund budget for the financial year ending 31st of January 2024, which totals \$121,500.00 (excluding GST, if applicable), be adopted with each entitlement attracting a levy of \$65.71 per lot entitlement, to be levied as follows:

| Levy Status | Period From | Period To | Due | Sinking Fund | Per Contribution Entitlement |
|----------------|--------------------|--------------------|-------------|---------------------|------------------------------|
| Already Issued | 01 Feb 2023 | 31 May 2023 | 01 Feb 2023 | \$40,493.10 | \$21.90 |
| To be Issued | 01 Jun 2023 | 30 Jun 2023 | 01 Jun 2023 | \$40,503.45 | \$21.91 |
| To be Issued | 01 Oct 2023 | 31 Oct 2023 | 01 Oct 2023 | \$40,503.45 | \$21.91 |
| Total | 01 Feb 2023 | 31 Oct 2023 | | \$121,500.00 | \$65.71 |

Discount (if applicable): 0%

Total lot entitlements – **1,849**

And further, that the committee issue an interim levy for the first levy period(s) of the following financial year:

Interim Periods

| Levy Status | Period From | Period To | Due | Sinking Fund | Per Contribution Entitlement |
|--------------|-------------|-------------|-------------|---------------|------------------------------|
| To be Issued | 01 Feb 2024 | 31 May 2024 | 01 Feb 2024 | \$40,503.45 | \$21.91 |
| Total | | | | \$0.00 | \$0.00 |

Explanatory notes exist for this motion. Refer to the Explanatory Schedule for further information.

Yes: 18 No: 0 Abs: 2 Inv: 0

7. INSURANCE**Motion CARRIED.**

Resolved that the current insurance coverage be confirmed and that the Committee be authorised to approve the premium on renewal when due.

| Policy Number | Underwriter | Current To | Risk Type | Coverage Amount |
|-----------------------------------|-------------|-------------|-----------|-----------------|
| HU0018535 | QBE | 09 Feb 2023 | BUILDING | \$50,605,991.00 |
| TOTAL PREMIUM: \$59,399.81 | | | | |

Further, that the Body Corporate Manager in conjunction with the Committee have the right to vary the insurer or insurance upon renewal if a better option can be obtained.

Explanatory notes exist for this motion. Refer to the Explanatory Schedule for further information.

Yes: 17 No: 0 Abs: 3 Inv: 0

8. BODY CORPORATE MANAGEMENT REAPPOINTMENT

Motion CARRIED.

Resolved that the Body Corporate for PENINSULA ON THE RIVER 46911 hereby appoints Eagle Body Corporate Management Pty Ltd as Body Corporate Manager for the Scheme ("the Body Corporate Manager") for a term of One (1) Year, commencing on 18th of April 2023 at a cost of \$148.52 per lot per annum including GST, in accordance with the terms set out in the agreement and the Body Corporate Manager shall have all of the powers, authorities, duties and functions provided in the agreement distributed with the agenda payable monthly in advance; and this appointment shall be binding and effective upon the passing of this motion;

AND FURTHER THAT the Body Corporate Manager be authorized and instructed to affix the seal to the agreement and witnessed by two (2) committee members, or a director of the Body Corporate Manager.

Yes: 15 No: 1 Abs: 4 Inv: 0

NOTE: On 17 April 2023 the Adjudicator ordered "Pending a final determination on this matter (Dispute Application 0332-2023), the Body Corporate for Peninsula on the River must not implement, if passed, Motion 8 on the agenda of the annual general meeting of the body corporate scheduled to be held on 18 April 2023

9. DEBT COLLECTION

Motion CARRIED.

Resolved that in accordance with the Body Corporate and Community Management Act and Regulations (1997), the body corporate adopt the following contributions arrears collection policy:

- 15 days after due date, a reminder notice is sent at \$38.50
- 30 days after due date, a second reminder notice is sent at \$38.50
- 45 days after due date, a third notice is sent at \$55.00 advising the matter will be referred to a collection agency without further notice

Further, the Strata Manager be authorised and instructed to implement the contributions arrears collection policy and charge any recovery costs to the Lot's Levy Account. If a contribution or contribution instalment remains unpaid following implementation of the contribution arrears collection policy, then Eagle Body Corporate Management Pty Ltd will advise the committee of outstanding arrears and seek instruction to escalate the matter to debt collection with reasonable recovery costs to be on charged to the Lot Owner.

Explanatory notes exist for this motion. Refer to the Explanatory Schedule for further information.

Yes: 18 No: 0 Abs: 2 Inv: 0

10. ELECTRONIC VOTING

Motion CARRIED.

Resolved that the body corporate resolves in accordance with the Electronic Transactions (Queensland) Act 2001 that voters may cast electronic votes via an electronic voting system including but without limitation to:

- Secret or Open motions for the election of the Committee
- Open motions at General Meetings
- Secret ballot motions at General Meetings

Further, that the body corporate approves for Committee Members to cast votes electronically for future committee decisions.

Yes: 18 No: 0 Abs: 2 Inv: 0

ELECTION OF COMMITTEE

Election of Chairperson

Nancy Blessing has been elected unopposed as Chairperson.

Election of Secretary

Natalie Ulmer has been elected unopposed as Secretary.

Election of Treasurer

Gabor Marton has been elected unopposed as Treasurer.

Election of Ordinary Member

Andrew Hayes, Gary Lawrence, Eduardo Villatore have been elected to the committee.

Withdrawn Nominees

Gabor Marton Withdrawn as Ordinary Member & self-nominated to the Treasurer position

General Business:

- Next door development has been approved.
- Pool Heater to be on year-round once the next-door development is complete.
- Committee to further discuss VOCM (Vote Outside Committee Meeting) application process.
- Bike Shed/ Storage to be investigated & discussed further.

There being no further business, the Chairperson closed the meeting at 06:30 PM.

Body Corporate for PENINSULA ON THE RIVER CTS 46911

The Secretary

206 Logan Road, Woolloongabba, QLD, 4102

MINUTES OF THE EXTRAORDINARY GENERAL MEETING PENINSULA ON THE RIVER CTS 46911

DATE & TIME Wednesday, 6 September 2023 at 05:00 PM

LOCATION Foyer Area, 18 - 32 Thorn Street, KANGAROO POINT, QLD, 4169

ATTENDANCE

In Attendance

| | | |
|--|----------|---------------------------|
| CRAIG DUNNE | Lot 100 | Owner present (pre-voted) |
| Nicola Stewart | Lot 102 | Electronic vote |
| Anthony Frank Charles Deguara | Lot 112 | Electronic vote |
| Neil Scales | Lot 210 | Electronic vote |
| Lisa Chesterfield | Lot 211 | Owner present (pre-voted) |
| Nabil Marzouk | Lot 302 | Electronic vote |
| Eduardo Villatore | Lot 311 | Owner present (pre-voted) |
| David Browne | Lot 505 | Electronic vote |
| Stacey Walker | Lot 506 | Paper vote |
| Mark Postle | Lot 508 | Owner present (pre-voted) |
| Darren Butterworth | Lot 512 | Electronic vote |
| Sherif Iskandar | Lot 601 | Electronic vote |
| Maureen Scott | Lot 603 | Electronic vote |
| Unit 701 | Lot 701 | Electronic vote |
| H & M Komene Atf The Dec Of Custody Trust For Tamati Jayne Resources S/Fund Representing lot 706 | Lot 706 | Electronic vote |
| Tony Vaea | Lot 709 | Electronic vote |
| Nancy Blessing | Lot 901 | Electronic vote |
| Christine Hayes | Lot 903 | Paper vote |
| Lisa Sheridan | Lot 908 | Electronic vote |
| Adrian Cross | Lot 911 | Owner present (pre-voted) |
| Chris Bradford | Lot 1002 | Electronic vote |
| Ingrid Jackson | Lot 1005 | Electronic vote |
| Anthony Alizzi | Lot 1006 | Electronic vote |
| Layla Watson | Lot 1008 | Electronic vote |
| Gerard John Poed | Lot 1011 | Electronic vote |
| Gary Lawrence | Lot 1106 | Owner present (pre-voted) |
| Carol Sow Mei Wong | Lot 1107 | Electronic vote |
| Mark Murdoch for Murvic Super Fund | Lot 1110 | Electronic vote |
| Natalie Ulmer | Lot 1111 | Electronic vote |
| Shaun Wynn | Lot 1204 | Electronic vote |
| Yik Loong Lee | Lot 1304 | Electronic vote |
| Aodhan Griffin | Lot 1309 | Electronic vote |
| Kosta Megaloconomos | Lot 1310 | Electronic vote |
| Sebastian Konrad Szczepanski | Lot 1405 | Electronic vote |
| Jan Gebraad | Lot 1409 | Electronic vote |

| | | |
|---------------|----------|---------------------------|
| Grant Thomson | Lot 1410 | Owner present (pre-voted) |
|---------------|----------|---------------------------|

Also In Attendance

C Sims – Eagle Body Corporate

Chairperson

Nancy Blessing

It was noted that the relevant notice of meeting was forwarded to all Owners and that after 30 minutes, a quorum was not represented at the scheduled meeting on Wednesday, 6 September 2023 personally or by voting paper or by proxy; or there were less than the required Voters present personally at the scheduled meeting. As a quorum was not constituted, the meeting was adjourned for 7 days, in accordance with the Body Corporate and Community Management Act 1997.

DATE & TIME Wednesday, 13 September 2023 at 05:00 PM**LOCATION** Online Meeting, via StrataVote Anywhere, QLD, 4169

ATTENDANCE**In Attendance**

| | | |
|--|----------|-----------------|
| CRAIG DUNNE | Lot 100 | Electronic vote |
| Nicola Stewart | Lot 102 | Electronic vote |
| Anthony Frank Charles Deguara | Lot 112 | Electronic vote |
| Neil Scales | Lot 210 | Electronic vote |
| Lisa Chesterfield | Lot 211 | Paper vote |
| Nabil Marzouk | Lot 302 | Electronic vote |
| Eduardo Villatore | Lot 311 | Electronic vote |
| David Browne | Lot 505 | Electronic vote |
| Stacey Walker | Lot 506 | Paper vote |
| Mark Postle | Lot 508 | Paper vote |
| Darren Butterworth | Lot 512 | Electronic vote |
| Sherif Iskandar | Lot 601 | Electronic vote |
| Maureen Scott | Lot 603 | Electronic vote |
| Unit 701 | Lot 701 | Electronic vote |
| H & M Komene Atf The Dec Of Custody Trust For Tamati Jayne Resources S/Fund Representing lot 706 | Lot 706 | Electronic vote |
| Tony Vaea | Lot 709 | Electronic vote |
| Nancy Blessing | Lot 901 | Electronic vote |
| Christine Hayes | Lot 903 | Paper vote |
| Lisa Sheridan | Lot 908 | Electronic vote |
| Adrian Cross | Lot 911 | Paper vote |
| Chris Bradford | Lot 1002 | Electronic vote |
| Ingrid Jackson | Lot 1005 | Electronic vote |
| Anthony Alizzi | Lot 1006 | Electronic vote |
| Layla Watson | Lot 1008 | Electronic vote |
| Gerard John Poed | Lot 1011 | Electronic vote |
| Gary Lawrence | Lot 1106 | Paper vote |

| | | |
|------------------------------------|----------|-----------------|
| Carol Sow Mei Wong | Lot 1107 | Electronic vote |
| Mark Murdoch for Murvic Super Fund | Lot 1110 | Electronic vote |
| Natalie Ulmer | Lot 1111 | Electronic vote |
| Shaun Wynn | Lot 1204 | Electronic vote |
| Yik Loong Lee | Lot 1304 | Electronic vote |
| Aodhan Griffin | Lot 1309 | Electronic vote |
| Kosta Megaloconomos | Lot 1310 | Electronic vote |
| Sebastian Konrad Szczepanski | Lot 1405 | Electronic vote |
| Jan Gebraad | Lot 1409 | Electronic vote |
| Grant Thomson | Lot 1410 | Paper vote |

Chairperson

C Sims - Eagle Body Corporate

It was noted that the relevant notice of meeting was forwarded to all Owners and that after 30 minutes, a quorum was not represented at the scheduled meeting on Wednesday, 6 September 2023 personally or by voting paper or by proxy; or there were less than the required Voters present personally at the scheduled meeting. As a quorum was not constituted, the meeting was adjourned for 7 days, in accordance with the Body Corporate and Community Management Act 1997.

Motions Resolved at the Reconvened Meeting (Wednesday, 13 September 2023)

1. CONFIRMATION OF MINUTES

Motion CARRIED.

Resolved that the minutes of the last General Meeting of the Body Corporate, held on 18th of April 2023, as previously circulated, be confirmed.

Yes: 24 No: 0 Abs: 12 Inv: 0

2. AMENDMENT OF BY-LAWS – Towing of unlawfully parked vehicles

Motion CARRIED.

THAT, the current by-laws for the scheme be amended by inserting new sub-bylaw (h) to by law 2 as follows:

“(h) Where a vehicle, is parked or left standing on common property:

1. in contravention of by-law 2; or

(ii) after any written approval granted pursuant to by-law 1(b) has been cancelled by the committee for failure to adhere to any conditions imposed at the time of approval or where the vehicle is used contrary to by-law 1(c),

after all reasonable attempts by a body corporate committee to contact the vehicle's responsible person have not achieved the vehicle's removal, the body corporate may cause the offending vehicle to be towed from common property at the owner's risk and expense.”

AND

THAT two members of the Committee be authorised to affix the common seal of the Body Corporate to a New Community Management (CMS) including the amended by-law 2 and that the CMS be lodged within 3 months of the passing of this motion.

Yes: 31 No: 4 Abs: 1 Inv: 0

3. AMENDMENT OF BY-LAWS – No Smoking by-law

Motion CARRIED.

That, the current by-laws for the scheme be amended by inserting new by-law 50 as follows:

“50. Smoking

(a) An Occupier must not:

(i) cause a nuisance or a hazard, or

(ii) interfere unreasonably with the use or enjoyment of another Lot, or

(iii) interfere unreasonably with the use or enjoyment of the Common Property by persons lawfully on the Common Property,

by smoking -

(iv) anywhere on the Common Property;

(iv) on the balcony of a Lot in circumstances where another person's use or enjoyment of another Lot is unreasonably interfered with by the smoke drift; or

(vi) in a Lot in circumstances where another person's use or enjoyment of another Lot is unreasonably interfered with by the smoke drift.

(b) An Occupier must not dispose of cigarette butts or ash by throwing such items from the balcony of a Lot and must dispose of cigarette butts or ash by putting such items in a closed container in their Lot.

(c) In this by-law –

“smoking” means the action or habit of inhaling and exhaling the smoke or vapour of any drug or substance including but not limited to tobacco, nicotine cannabis, methamphetamine and any chemical or synthetic derivatives or versions thereof.”

AND

THAT two members of the Committee be authorised to affix the common seal of the Body Corporate to a New Community Management (CMS) including the new by-law 50 and that the CMS be lodged within 3 months of the passing of this motion.

Yes: 35

No: 1

Abs: 0

Inv: 0

4. AMENDMENT OF BY-LAWS – Communication by owners to be reasonable and respectful
Motion CARRIED.

That, the current by-laws for the scheme be amended by inserting new by-law 51 as follows:

“51. Communication by owners to be reasonable and respectful.

(a) *An Owner or Occupier of a Lot must not communicate with the Body Corporate, other Owners or Occupiers, the Committee and/or the Body Corporate Manager in such a way as to harass, cause nuisance or embarrassment or to denigrate any person or cause harm to a person’s reputation.*

(b) *A contravention of By-law 51(a) includes but is not limited to:*

(i) *The issuing of excessive, abusive, threatening, defamatory, repetitive and /or offensive written and electronic correspondence; and*

(ii) *Communications to the Body Corporate Manager and/or Committee which are of an repetitive, abusive, threatening, defamatory or offensive tone.*

(iii) *Communications that contain allegations that are not supported by any evidence.*

(c) *“communicate” or “communications” for the purposes of this by-law includes but is not limited to conversations, telephone, emails, letters, facsimiles, publishing notices or other material on scheme property or blogs and websites.”*

AND

THAT two members of the Committee be authorised to affix the common seal of the Body Corporate to a New Community Management (CMS) including the new by-law 51 and that the CMS be lodged within 3 months of the passing of this motion.

Yes: 28 No: 5 Abs: 3 Inv: 0

5. AIR CONTITIONING - Lot 107

Motion was ruled Out of Order: The motion, if carried, would be unlawful or unenforceable for another reason.

This motion is being ruled out of order because the body corporate does not have the power to make improvements to a lot. Pursuant to section 94(2) the Body Corporate and Community Management Act 1997, the Body Corporate only has the power to spend body corporate funds on the administration and maintenance of common property. Section 201 (5) of the Accommodation Module stipulates that lot owners are required to maintain utility infrastructure within their own lot. The only section in the Accommodation Module that empowers a body corporate to supply a service is section 200 but the body corporate can only do so where an agreement is entered into between the owner and the body corporate and the owner has to reimburse the Body Corporate in full for the provision of that service.

This motion is contrary to the BCCM Act and otherwise does not comply with section 200 of the Accommodation Module and therefore is ruled out of order as it is unlawful and unenforceable pursuant to s88(1)(a)(ii) of the Accommodation Module.

"That body corporate accepts attached quote to engage its preferred service provider KOLDA and approves the access panel installation for ducted air conditioning system for \$275+GST per lot.

AND

That body corporate will meet the installation cost for all affected owners (approximately one third of all owners) and continue servicing the ducted air conditioning systems of all owners."

6. BICYCLE STORAGE - Lot 511

Motion was ruled Out of Order: The motion, if carried, would be unlawful or unenforceable for another reason.

This motion is being ruled out of order because the motion is unenforceable as there is insufficient detail for implementation and no quotation by any service provider for the cost of implementation of the motion.

In addition, there is no provision in the budget for any expenditure for this issue and the proposed motion does not make provision for a special levy on owners to carry out the motion.

This motion is contrary to the BCCM Act and otherwise does not comply with section 152(2) of the Accommodation Module and therefore is ruled out of order as it is unenforceable pursuant to s88(1)(a)(ii) of the Accommodation Module.

That the body corporate approves the conversion of the current bicycle storage areas to secure cages with access linked to approved users access fobs. The body corporate will meet all installation and maintenance costs

7. BICYCLE STORAGE INSTALLATION IN CAR PARKS

7.1 BICYCLE STORAGE INSTALLATION IN CAR PARKS

Motion DEFEATED.

THAT the body corporate confirm and approve the installation of bicycle storage units on each car park level on common property as identified in the images attached and provided with this motion, and further that the fund for the these storage areas be drawn from the sinking fund and added to the building register as a common property improvement or addition.

AND

THAT the committee members be authorised to sign and seal any required contracts for and on behalf of the Body Corporate for *Peninsula on the River CTS46911*.

Yes: 13 No: 19 Abs: 4 Inv: 0

7.2 Guardian Screens and Shutters

Motion DEFEATED.

That the body corporate approve the quote (attached) provided by Guardian Screens and Shutters, as per quote number POR0806 for the installation of 2 x bicycle storage lockers on common property at total cost of \$44,590.00 including GST and that the funds be drawn from the Sinking Fund.

Yes: 4 No: 27 Abs: 5 Inv: 0

7.3 Star Lockers and Sheds

Motion DEFEATED.

That the body corporate approve the quote (attached) provided by Star Lockers and Sheds, as per quote number 22035 for the installation of 3 x bicycle storage lockers on common property at total cost of \$25,560.00 including GST and that the fund be drawn from the Sinking Fund.

Yes: 12 No: 21 Abs: 3 Inv: 0

8. BICYCLE STORAGE ACCESS CONTROL

Motion DEFEATED.

THAT should motion 7 and one the above contractors be approved to provide bicycle storage lockers, that the body corporate approve the BAMSS quote (attached) to install bicycle storage access controls.

AND

THAT the access controls be integrated with the existing body corporate building secure access system as identified in Job Number #17835 at cost of \$8509.15 including GST, with funds to be drawn from the Sinking Fund.

Yes: 13 No: 20 Abs: 3 Inv: 0

9. APPROVE ACCESSPRO QUOTE

Motion CARRIED.

THAT the body corporate approve the quote (attached) provided by *AccessPro Solutions* at a cost of \$2,200.00, for water ingress rectification and further that the funds for these works be drawn from the Sinking Fund.

Yes: 36 No: 0 Abs: 0 Inv: 0

10. COMMITTEE - VACANCY

Motion CARRIED.

Resolved that Lenka Te Whiu be appointed as Ordinary Committee Member of the Body Corporate Committee to fill any remaining Committee positions.

Yes: 23 No: 4 Abs: 9 Inv: 0

There being no further business, the Chairperson closed the meeting at 05:30 PM.

Body Corporate for PENINSULA ON THE RIVER CTS 46911

The Secretary

206 Logan Road, Woolloongabba, QLD, 4102

Dealing Number



OFFICE USE ONLY

DEALING NO. 717033499

Privacy Statement

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

1. Nature of request

Request to record New Community Management Statement for Peninsula on the River Community Titles Scheme 46911

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

Tobin King Lateef Lawyers
GPO Box 713
BRISBANE QLD 4001
Ref: BFK:AC:1600192

Lodger Code

BE218A

2. Lot on Plan Description

Common Property of Peninsula on the River Community Titles Scheme 46911

Title Reference

50978919

3. Registered Proprietor/State Lessee

Body Corporate for Peninsula on the River Community Titles Scheme 46911

4. Interest

In fee simple

5. Applicant

Body Corporate for Peninsula on the River Community Titles Scheme 46911

6. Request

I hereby request that: the New Community Management Statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the Community Management Statement for the Peninsula on the River Community Titles Scheme 46911

7. Execution by applicant

27/11/2016

Execution Date

BEDE FARRELL KING, SOLICITOR

Applicant's or Solicitor's Signature

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

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name of community titles scheme

Peninsula on the River Community Titles Scheme 46911

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Peninsula on the River Community Titles Scheme 46911

4. Scheme land

Lot on Plan Description
See Enlarged Panel

Title Reference

5. #Name and address of original owner

N/A

6. Reference to plan lodged with this statement

N/A

first community management statement only

7. Local Government community management statement notation

.....signed

.....name and designation

Not Applicable pursuant to Section 60(6) of BCCM Act 1997name of Local Government

8. Execution by original owner/Consent of body corporate



18/1/16
Execution Date

Nancy Blessing
CHAIRPERSON
Gary James
Lawrence
Committee Member

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

Privacy Statement

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Title Reference 50978919

4. Scheme land

| Lot on Plan Description | Title Reference |
|--|----------------------|
| Lots 100 to 112 on SP 209177 | 50978920 to 50978932 |
| Lots 201 to 212 on SP 209177 | 50978933 to 50978944 |
| Lots 301 to 312 on SP 209177 | 50978945 to 50978956 |
| Lots 401 to 412 on SP 209177 | 50978957 to 50978968 |
| Lots 501 to 512 on SP 209177 | 50978969 to 50978980 |
| Lots 601 to 612 on SP 209177 | 50978981 to 50978992 |
| Lots 701 to 712 on SP 209177 | 50978993 to 50979004 |
| Lots 801 to 812 on SP 209177 | 50979005 to 50979016 |
| Lots 901 to 912 on SP 209177 | 50979017 to 50979028 |
| Lots 1001 to 1012 on SP 209177 | 50979029 to 50979040 |
| Lots 1101 to 1112 on SP 209177 | 50979041 to 50979052 |
| Lots 1201 to 1212 on SP 209177 | 50979053 to 50979064 |
| Lots 1301 to 1312 on SP 209177 | 50979065 to 50979076 |
| Lots 1401 to 1412 on SP 209177 | 50979077 to 50979088 |
| Common Property of Peninsula on the River CTS 46911 | 50978919 |

| | |
|-------------------|-------------------------------------|
| SCHEDULE A | SCHEDULE OF LOT ENTITLEMENTS |
|-------------------|-------------------------------------|

| Lot on Plan | Contribution | Interest |
|------------------|--------------|----------|
| 100 on SP 209177 | 1 | 1 |
| 101 on SP 209177 | 10 | 10 |
| 102 on SP 209177 | 10 | 10 |
| 103 on SP 209177 | 10 | 10 |
| 104 on SP 209177 | 10 | 10 |
| 105 on SP 209177 | 10 | 10 |
| 106 on SP 209177 | 10 | 10 |
| 107 on SP 209177 | 12 | 12 |
| 108 on SP 209177 | 12 | 12 |
| 109 on SP 209177 | 12 | 12 |
| 110 on SP 209177 | 12 | 12 |
| 111 on SP 209177 | 12 | 12 |
| 112 on SP 209177 | 12 | 12 |
| 201 on SP 209177 | 10 | 10 |
| 202 on SP 209177 | 10 | 10 |
| 203 on SP 209177 | 10 | 10 |
| 204 on SP 209177 | 10 | 10 |
| 205 on SP 209177 | 10 | 10 |
| 206 on SP 209177 | 10 | 10 |
| 207 on SP 209177 | 12 | 12 |
| 208 on SP 209177 | 12 | 12 |
| 209 on SP 209177 | 12 | 12 |
| 210 on SP 209177 | 12 | 12 |
| 211 on SP 209177 | 12 | 12 |
| 212 on SP 209177 | 12 | 12 |
| 301 on SP 209177 | 10 | 10 |
| 302 on SP 209177 | 10 | 10 |
| 303 on SP 209177 | 10 | 10 |
| 304 on SP 209177 | 10 | 10 |
| 305 on SP 209177 | 10 | 10 |
| 306 on SP 209177 | 10 | 10 |
| 307 on SP 209177 | 12 | 12 |
| 308 on SP 209177 | 12 | 12 |
| 309 on SP 209177 | 12 | 12 |
| 310 on SP 209177 | 12 | 12 |
| 311 on SP 209177 | 12 | 12 |
| 312 on SP 209177 | 12 | 12 |
| 401 on SP 209177 | 10 | 10 |
| 402 on SP 209177 | 10 | 10 |
| 403 on SP 209177 | 10 | 10 |
| 404 on SP 209177 | 10 | 10 |
| 405 on SP 209177 | 10 | 10 |
| 406 on SP 209177 | 10 | 10 |
| 407 on SP 209177 | 12 | 12 |
| 408 on SP 209177 | 12 | 12 |
| 409 on SP 209177 | 12 | 12 |
| 410 on SP 209177 | 12 | 12 |

| Lot on Plan | Contribution | Interest |
|------------------|--------------|----------|
| 411 on SP 209177 | 12 | 12 |
| 412 on SP 209177 | 12 | 12 |
| 501 on SP 209177 | 10 | 10 |
| 502 on SP 209177 | 10 | 10 |
| 503 on SP 209177 | 10 | 10 |
| 504 on SP 209177 | 10 | 10 |
| 505 on SP 209177 | 10 | 10 |
| 506 on SP 209177 | 10 | 10 |
| 507 on SP 209177 | 12 | 12 |
| 508 on SP 209177 | 12 | 12 |
| 509 on SP 209177 | 12 | 12 |
| 510 on SP 209177 | 12 | 12 |
| 511 on SP 209177 | 12 | 12 |
| 512 on SP 209177 | 12 | 12 |
| 601 on SP 209177 | 10 | 10 |
| 602 on SP 209177 | 10 | 10 |
| 603 on SP 209177 | 10 | 10 |
| 604 on SP 209177 | 10 | 10 |
| 605 on SP 209177 | 10 | 10 |
| 606 on SP 209177 | 10 | 10 |
| 607 on SP 209177 | 12 | 12 |
| 608 on SP 209177 | 12 | 12 |
| 609 on SP 209177 | 12 | 12 |
| 610 on SP 209177 | 12 | 12 |
| 611 on SP 209177 | 12 | 12 |
| 612 on SP 209177 | 12 | 12 |
| 701 on SP 209177 | 10 | 10 |
| 702 on SP 209177 | 10 | 10 |
| 703 on SP 209177 | 10 | 10 |
| 704 on SP 209177 | 10 | 10 |
| 705 on SP 209177 | 10 | 10 |
| 706 on SP 209177 | 10 | 10 |
| 707 on SP 209177 | 12 | 12 |
| 708 on SP 209177 | 12 | 12 |
| 709 on SP 209177 | 12 | 12 |
| 710 on SP 209177 | 12 | 12 |
| 711 on SP 209177 | 12 | 12 |
| 712 on SP 209177 | 12 | 12 |
| 801 on SP 209177 | 10 | 10 |
| 802 on SP 209177 | 10 | 10 |
| 803 on SP 209177 | 10 | 10 |
| 804 on SP 209177 | 10 | 10 |
| 805 on SP 209177 | 10 | 10 |
| 806 on SP 209177 | 10 | 10 |
| 807 on SP 209177 | 12 | 12 |
| 808 on SP 209177 | 12 | 12 |
| 809 on SP 209177 | 12 | 12 |
| 810 on SP 209177 | 12 | 12 |
| 811 on SP 209177 | 12 | 12 |

| Lot on Plan | Contribution | Interest |
|-------------------|--------------|----------|
| 812 on SP 209177 | 12 | 12 |
| 901 on SP 209177 | 10 | 10 |
| 902 on SP 209177 | 10 | 10 |
| 903 on SP 209177 | 10 | 10 |
| 904 on SP 209177 | 10 | 10 |
| 905 on SP 209177 | 10 | 10 |
| 906 on SP 209177 | 10 | 10 |
| 907 on SP 209177 | 12 | 12 |
| 908 on SP 209177 | 12 | 12 |
| 909 on SP 209177 | 12 | 12 |
| 910 on SP 209177 | 12 | 12 |
| 911 on SP 209177 | 12 | 12 |
| 912 on SP 209177 | 12 | 12 |
| 1001 on SP 209177 | 10 | 10 |
| 1002 on SP 209177 | 10 | 10 |
| 1003 on SP 209177 | 10 | 10 |
| 1004 on SP 209177 | 10 | 10 |
| 1005 on SP 209177 | 10 | 10 |
| 1006 on SP 209177 | 10 | 10 |
| 1007 on SP 209177 | 12 | 12 |
| 1008 on SP 209177 | 12 | 12 |
| 1009 on SP 209177 | 12 | 12 |
| 1010 on SP 209177 | 12 | 12 |
| 1011 on SP 209177 | 12 | 12 |
| 1012 on SP 209177 | 12 | 12 |
| 1101 on SP 209177 | 10 | 10 |
| 1102 on SP 209177 | 10 | 10 |
| 1103 on SP 209177 | 10 | 10 |
| 1104 on SP 209177 | 10 | 10 |
| 1105 on SP 209177 | 10 | 10 |
| 1106 on SP 209177 | 10 | 10 |
| 1107 on SP 209177 | 12 | 12 |
| 1108 on SP 209177 | 12 | 12 |
| 1109 on SP 209177 | 12 | 12 |
| 1110 on SP 209177 | 12 | 12 |
| 1111 on SP 209177 | 12 | 12 |
| 1112 on SP 209177 | 12 | 12 |
| 1201 on SP 209177 | 10 | 10 |
| 1202 on SP 209177 | 10 | 10 |
| 1203 on SP 209177 | 10 | 10 |
| 1204 on SP 209177 | 10 | 10 |
| 1205 on SP 209177 | 10 | 10 |
| 1206 on SP 209177 | 10 | 10 |
| 1207 on SP 209177 | 12 | 12 |
| 1208 on SP 209177 | 12 | 12 |
| 1209 on SP 209177 | 12 | 12 |
| 1210 on SP 209177 | 12 | 12 |
| 1211 on SP 209177 | 12 | 12 |
| 1212 on SP 209177 | 12 | 12 |

| Lot on Plan | Contribution | Interest |
|-------------------|--------------|-------------|
| 1301 on SP 209177 | 10 | 10 |
| 1302 on SP 209177 | 10 | 10 |
| 1303 on SP 209177 | 10 | 10 |
| 1304 on SP 209177 | 10 | 10 |
| 1305 on SP 209177 | 10 | 10 |
| 1306 on SP 209177 | 10 | 10 |
| 1307 on SP 209177 | 12 | 12 |
| 1308 on SP 209177 | 12 | 12 |
| 1309 on SP 209177 | 12 | 12 |
| 1310 on SP 209177 | 12 | 12 |
| 1311 on SP 209177 | 12 | 12 |
| 1312 on SP 209177 | 12 | 12 |
| 1401 on SP 209177 | 10 | 10 |
| 1402 on SP 209177 | 10 | 10 |
| 1403 on SP 209177 | 10 | 10 |
| 1404 on SP 209177 | 10 | 10 |
| 1405 on SP 209177 | 10 | 10 |
| 1406 on SP 209177 | 10 | 10 |
| 1407 on SP 209177 | 12 | 12 |
| 1408 on SP 209177 | 12 | 12 |
| 1409 on SP 209177 | 12 | 12 |
| 1410 on SP 209177 | 12 | 12 |
| 1411 on SP 209177 | 12 | 12 |
| 1412 on SP 209177 | 12 | 12 |
| TOTALS | 1849 | 1849 |

1. It is acknowledged that where two or more Lots are owned by the one Owner, the Owner may amalgamate the Lots to create one Lot. In such circumstances the lot entitlements of the Lots being amalgamated will be added together to give the lot entitlement for the new Lot.
2. For the purposes of Section 66(1)(dc) of the *Body Corporate and Community Management Act 1997* ("the Act"), the Interest Schedule Lot Entitlements reflect the respective market values of the Lots.
3. For the purposes of with Section 66(1)(db) of the Act the contribution schedule principle under Section 46(7) of the Act on which the Contribution Schedule Lot Entitlements have been decided is the Relativity Principle.
4. The Relativity Principle was used when deciding the Contribution Schedule Lot Entitlements for the individual Lots to clearly demonstrate the relationship between the Lots by reference to one or more particular relevant factors.
5. The relevant factors demonstrating the relationship between the Lots include the following:
 - (a) All Residential Lots start with an equal base of 10 entitlements which recognises that each Residential Lot benefits equally in respect of certain items such as secretarial fees, audit fees, printing, postage and outlays. Further, it recognises that there are parts of the Common Property that are equally used by all Residential Lots;
 - (b) Additional Contribution Schedule Lot Entitlements are added to the base figure of each Residential Lot which acknowledges that the impact the Residential Lot has on the costs or servicing costs the Body Corporate would incur for maintaining the Common Property differs given the nature, features and characteristics of the Residential Lots including:-
 - (i) the different levels on which the Residential Lots are located relative to the insurance valuation;
 - (ii) the internal area of the Residential Lots (including the value of the lot);

- (iii) the number of car parks included as part of the Residential Lots;
 - (iv) the external surface of the Residential Lots; and
 - (v) other such cost factors (for example lift costs, on-site management costs, sinking fund costs (eg. painting)).
- (c) The Building Manager's Lot consists of an office, reception area and storage area and may only be used by the Building Manager for the purposes of conducting the business associated with the engagement of the Building Manager to act as a service contractor and letting agent for the Scheme and for carrying out the letting of Residential Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers as are authorised in writing by the Body Corporate. Therefore, it is reasonable for the Contribution Lot Entitlement for the Building Manager's Lot to be minimal based on the internal area, the value and the purpose for which the Building Manager's Lot may be used compared to the Residential Lots.

6. For the purpose of Clause 5 the following words have the following meaning:-

"Residential Lots" means all lots in the Scheme except the Building Manager's Lot.

"Building Manager" means the person, its officers, employees, agents or contractors appointed by the Body Corporate at any time in writing to act as the Service Contractor for the Scheme as that term is defined in the Act for the better management, control, use and enjoyment of the Common Property and for the better exercise and performance of the Body Corporate's powers and duties.

"Building Manager's Lot" means Lot 100 on SP 209177 owned by the Building Manager.

| | |
|-------------------|--|
| SCHEDULE B | EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND |
|-------------------|--|

Section 66(1)(f) & (g) of the *Body Corporate and Community Management Act 1997* do not apply.

| | |
|-------------------|----------------|
| SCHEDULE C | BY-LAWS |
|-------------------|----------------|

DEFINITIONS

In these by-laws, the following words have the following meaning, unless the context otherwise requires:

"Act" the *Body Corporate and Community Management Act 1997* as amended from time to time. If the Act is repealed, then the replacement Act.

"Approved Drawings" or **"Approved Drawings and Documents"** means the drawings, plans and related documents as approved under the terms of the Brisbane City Council Decision Notice A002186172 dated 24 July 2009 including any further permits required or amendments made to that decision notice.

"Body Corporate" means the Body Corporate created upon the establishment of the Scheme pursuant to the Act.

"Body Corporate Manager" means the person, its officers, employees, agents or contractors appointed by the Body Corporate at any time pursuant to the Act as the manager of the Body Corporate.

"Building/s" means the building/s and all improvements comprised in the Development (including the building of which the Lot will be part).

"Building Manager" means the person, its officers, employees, agents or contractors appointed by the Body Corporate at any time in writing to act as the Service Contractor for the Scheme as that term is defined in the Act for the better management, control, use and enjoyment of the Common Property and for the better exercise and performance of the Body Corporate's powers and duties.

"Building Manager's Lot" means Lot 100 on SP 209177 owned by the Building Manager.

"Committee" means the Body Corporate Committee appointed pursuant to the Act.

"Common Property" means the common property created upon establishment of the Scheme and being so much of the Building and Scheme Land which is not comprised in any Lot.

"Decision Notice" means the Decision Notice specified in the Approved Drawings and Documents.

"Development" means the residential complex comprising of one hundred and sixty-eight (168) lots for residential purposes, the Building Managers' Lot, facilities and the Common Property of the Scheme.

"Lot" means a lot in the Scheme.

"Occupier" means the Owner or a person or entity who occupies or uses a Lot with the consent of the Owner.

"Original Owner" means TDD Moray 3 Pty Ltd A.C.N. 128 317 546.

"Owner" means the registered Owner from time to time of a Lot.

"Owner's Invitees" or **"Invitees"** means each of the Owners or if the case may be the Occupiers officers, employees, agents, visitors, invitees, lessees, licensees, contractors and other claiming through or under the Owner or Occupier.

"Regulation Module" means the *Body Corporate and Community Management (Accommodation Module) Regulation 2008*.

"Scheme" means the Peninsula on the River Community Titles Scheme established pursuant to the Act.

"Scheme Land" means all the land referred to in the Building Format Plan for the Scheme.

RULES FOR INTERPRETATION

In these by-laws unless the context indicated a contrary intention:-

- (a) references to any right, power or authority of the Body Corporate or Committee to do any thing extend to all people authorised by them;
- (b) references to a Lot, the Common Property, Building, Land or to any thing includes any part of it;
- (c) any obligation on an Owner not to do any act or thing includes an obligation not to permit such act or thing to be done and to prevent such act or thing being done by the Occupiers and Owner's Invitees;
- (d) any obligation on an Owner to do any act or thing includes an obligation to ensure such act or thing is done by the Occupiers and Owner's Invitees;
- (e) words denoting the singular include the plural number and vice versa;
- (f) words importing a gender include any gender;
- (g) words denoting a natural person include companies, partnerships, trusts, or bodies corporate;
- (h) headings are for convenience only and do not affect the interpretation of these by-laws;
- (i) derivatives of any word or expression defined in these by-laws will have a corresponding meaning;
- (j) any notice to be given or any consent or approval required to be obtained from the Body Corporate or Committee under these by-laws must be given to be obtained in writing; and
- (k) anything to be done by the Body Corporate may be done by the Committee if authorised by the Act.

BY-LAWS

1. Car Parks

- (a) The following vehicles are permitted to be parked in a Lot's car park either forming part of the Lot or allocated to the Lot by way of exclusive use ("Car Park"): motor car or motor bike.
- (b) The following vehicles are only permitted to be parked in a Lot's Car Park after obtaining the written approval of the Committee: boat, trailer, caravan, campervan or mobile home.
- (c) An Owner or Occupier must not reside in a caravan, campervan or the like parked on Common Property or the Lot or the Lot's Car Park at any time whatsoever.
- (d) The Body Corporate has the authority of the Owner of a Lot and is empowered to organise cleaning services for the Car Parks forming part of a Lot or the subject of exclusive use area/s except where the Car Park is an enclosed garage and to pay for any such service out of administration fund levies.

2. Roads and Other Common Property

An Owner or Occupier shall not:-

- (a) obstruct the roadways, pathways, drives and other Common Property and any easement giving access to the Land or be used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or a Lot's Car Park;
- (b) park a vehicle, or allow a vehicle to stand, on the Common Property, unless that part of the Common Property is allocated to their Lot by way of exclusive use.
- (c) drive or permit to be driven any vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any Building erected on the Land, and any vehicles entitled by any statute and/or local authority ordinances;
- (d) permit any Invitees' vehicles to park or allow a vehicle to stand on the Common Property, except for the designated visitor car parks which must remain available at all times for the sole use for visitors for the purpose of casual car parking;
- (e) exceed the speed limit signed throughout the Development;
- (f) allow children under the age of thirteen (13) to cycle, skateboard, rollerblade or scooter on the roadways, pathways, drives and other Common Property unless they are accompanied by an adult Owner or Occupier exercising effective control and supervision over them and any such activity is to be in accordance with applicable Legislation (Transport Operations: Road Use Management - Road Rules Regulation 2009), at the time as if the roadway within the Common Property was a public roadway; and
- (g) allow service vehicles used by tradesmen, builders or contractors working on Lots be parked or driven on the Common Property between the hours of 6.00pm and 7.00am each day. The Owner or Occupier of a Lot must ensure that the roadways are cleaned at the end of each day where a vehicle driven by a builder tradesmen or contractor invited onto the Common Property by the Owner or Occupier leaves marks, debris or other material on the roadway.

3. Obstruction

An Owner shall not obstruct lawful use of the Common Property by any person.

4. Damage to Common Property

An Owner shall not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Common Property; or
- (b) except with the consent in writing of the Committee, use for his own purposes as a garden any portion of the Common Property;
- (c) mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property unless written approval is given by the Committee.

5. Depositing Rubbish etc. on Common Property

An Owner shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any person lawfully using the Common Property.

6. Garbage Disposal

An Owner shall:

- (a) only dispose rubbish in the serviced bulk bins located within the Development;
- (b) only dispose of rubbish in ways approved by or specified by the Committee;
- (c) comply with all local authority by laws and ordinances relating to the disposal of garbage;
- (d) ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot is not adversely affected by their disposal of garbage;
- (e) shall not restrict access to the Common Property by the Council or Body Corporate, or their contractors or workmen, in collecting and disposing of rubbish;
- (f) not place any object or item in the rubbish chutes or in the general vicinity of the rubbish chutes or the serviced bulk bins (if any) or in the general vicinity of the serviced bin enclosures (if any) which is inappropriate or which might break or shatter or cause damage or injury to the rubbish chutes or the serviced bulk bins or their enclosure. Any damage or blockage to rubbish chutes or the serviced bulk bins or their enclosure resulting from misuse or negligence shall be borne by the relevant Owner whether caused by the actions of the Owner, Occupiers or Invitees.

7. Appearance of Buildings

- (a) The Committee has established rules and standards (including specifications) in relation to items affecting the appearance of a Building. An Owner must comply with any such rules and standards. Such standards included but not limited to:-
 - (i) An Owner shall not hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their Lot or any part of an exclusive use area(s) allocated to their Lot in such a way as to be visible from the Common Property or any other Lot;
 - (ii) An Owner shall not cause to have erected any sign, advertisement, placard, banner, pamphlet or like matter on any part of the Common Property whatsoever;
 - (iii) An Owner shall not close in balconies, terraces or courtyards (which must remain unenclosed with no shutters, glazing, louvers or similar permanent structures unless otherwise approved by the Council);
 - (iv) An Owner shall not erect on their Lot or any part of the Common Property outside wireless and television aerials and satellite dishes (or similar devices) without the written permission of the Committee;
 - (v) An Owner of a Lot which contains a balcony, terrace, courtyard or garden area, pot plants or planter box is responsible for the maintenance of such balcony, terrace, courtyard or garden area, pot plant or planter box, whether it is part of the title to the Lot or part of the Lot by way of exclusive use;
 - (vi) An Owner must ensure that all trees, shrubs, creepers and plants in or on any balcony, terrace, courtyard or garden area, pot or planter box contained on their Lot or on part of an exclusive use area(s) allocated to their Lot:
 - (1) are kept and maintained in good health and condition;

- (2) do not extend beyond the boundaries of the Lot or the exclusive use area(s) allocated to their Lot; and
- (3) do not obstruct the views from any other Lot or interfere with the use and enjoyment of any other Lot.
- (vii) An Owner must take care when watering or carrying out maintenance on any balcony, terrace, courtyard or garden area, pot or planter box contained on their Lot or on part of an exclusive use area(s) allocated to their Lot so as to cause minimum disturbance to any other Owner or Occupier;
- (viii) An Owner shall not install external blinds or sun control devices upon the exterior of a Lot or on part of an exclusive use area(s) allocated to a Lot without the written permission of the Committee and if applicable, the Council;
- (ix) An Owner shall not install externally mounted air conditioners or mechanical plant to a Lot or on part of an exclusive use area(s) allocated to a Lot without the written permission of the Committee and if applicable, the Council.

(b) The Committee may implement any additional rules and standards as it considers appropriate.

8. Inflammable Liquids Gases or Other Materials

An Owner shall not bring to, do or keep anything in their Lot or in an exclusive use area(s) allocated to their Lot which shall increase the rate of fire insurance on any other Lot or the Common Property of the Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any other Lot or the Common Property of the Scheme or the regulations or ordinances of any public authority for the time being in force. Gas cooking barbecues are permitted within the Lots or an exclusive use area(s) allocated to the Lot.

9. Keeping of Animals

- (a) Subject to the provision of the Act an Owner shall not keep any animal upon its Lot or the Common Property without the prior written approval of the Committee.
- (b) Upon written approval of the Committee, an Owner may keep one (1) (unless otherwise approved by the Committee) cat and/or dog on the Lot on the following conditions:
 - (i) The animal must not disturb other Owner or Occupiers;
 - (ii) The animal must be a domesticated pet;
 - (iii) The animal must be toilet trained;
 - (iv) The animal must be licensed and immunised;
 - (v) The animal must be carried or kept on a leash whilst on Common Property other than Common Property to which the Owner of the Lot has exclusive use right;
 - (vi) The animal must wear an identification tag clearly showing the animal's Owner, address and telephone number;
 - (vii) The animal must be kept clean, quiet and controlled at all times whilst on the Lot and on a leash when on Common Property;
 - (viii) The Owner of an animal must clean up after the animal whilst the animal is on the Common Property;
 - (ix) The Owner of an animal must not leave the animal alone on a balcony of a Lot overnight;
 - (x) The Owner of an animal must not leave the animal alone inside a Lot overnight;
 - (xi) The Owner of an animal must take appropriate measures to ensure the animal is not allowed to escape onto the Common Property or any other Lot.

- (c) Subject to **by-law 9(b)**, an Owner must obtain written approval from the Committee to bring or permit an Invitee to bring an animal onto the Lot or the Common Property.
- (d) In addition to the conditions set out in **by-law 9(b)**, the Committee may implement any further conditions as it deems appropriate.
- (e) If challenged, the Owner has the onus of proof (balance of probabilities) with respect to the matters contained in this by-law. The Body Corporate may order an animal to be removed from the Lot if any conditions set out in this by-law and by the Committee are not met.

10. Auction Sales

An Owner shall not permit any auction sale to be conducted or to take place in their Lot or within any part of the Development without the prior written approval of the Committee.

11. Right of Entry

An Owner, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to an adjoining Lot.

12. Noise

- (a) An Owner shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of any other Owner or Occupier or of any person lawfully using the Common Property. In particular, an Owner shall not hold or permit to be held any social gathering in their Lot which would cause any noise which unlawfully interferes with the peace and quietness of any other Owner or Occupier, at any time of day or night and in particular shall comply in all respects with the *Noise Abatement Act 1979* and the *Environmental Protection (Noise) Policy 1997*, as amended.
- (b) In the event of any unavoidable noise in a Lot at any time, the Owner shall take all practical means to minimise annoyance to other Owners or Occupiers by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose.
- (c) Invitees leaving between the hours of 10.00pm and 7.00am shall be requested by their hosts to leave quietly. Quietness also shall be observed when an Owner or Occupier returns to or leaves their Lot between the hours of 10.00pm and 7.00am.
- (d) An Owner shall not operate or permit to be operated within their Lot or any part of the Common Property any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot.

13. Use of Lots

- (a) An Owner shall not use a Lot or permit the same to be used otherwise than as a residence, except the Original Owner who may use or cause to be used any Lot in accordance with **by-law 24**, nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Development.
- (b) The Building Manager's Lot may only be used for the purposes of conducting the business associated with the engagement of the Building Manager to act as a service contractor and letting agent for the Scheme and for carrying out the letting of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers as are authorised in writing by the Body Corporate. The Building Manager's Lot must not be used for residential purposes.

14. Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any Lot, the Owner of such Lot shall give written notice thereof and any other information

which may be required relative thereto to the Committee and shall pay to the Committee the expenses incurred by the Committee of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

15. Alteration to Lots, Buildings and Common Property

- (a) An Owner of a Lot must not without the Committee's written approval make a change to the external or internal structure of the Lot or the external appearance of the Lot at any time.
- (b) An Owner of a Lot must not without the Committee's written approval and any conditions imposed by the Committee remove or install any hard floor surfaces unless it achieves a minimum field impact isolation class of 55 under relevant Building Code Regulations and is suitably acoustically treated.
- (c) An Owner of a Lot must not interfere with any acoustic treatments made to the Building.
- (d) An Owner of a Lot shall not construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuilding of any kind within or upon a Lot or on Common Property without the approval in writing of the Committee.
- (e) Any alteration made to the Common Property or any fixture or fitting attached to the Common Property by an Owner or Occupier, whether made or attached with or without the approval of the Committee, shall, unless otherwise provided by resolution of a general meeting or of a meeting of the Committee, be repaired and maintained by that Owner of which the aforesaid Owner was such Owner.

16. Window Coverings / Tinting

An Owner shall not install, remove or replace any window coverings (including without limitation, a shutter, curtain, curtain backing, blind or window tinting) unless the colour and design has the written approval of the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtain backing and window tinting used in all Lots presents a uniform appearance when viewed from Common Property or any other Lot. However, the consent of the Body Corporate will not be required provided the backing of the window covering is white as seen from the exterior of the Building.

17. Maintenance of Lots

An Owner shall be responsible for the maintenance of their Lot and shall ensure that their Lot is so kept and maintained as not to be offensive in appearance to any other Owner or Occupier through the accumulation of excess rubbish or otherwise.

18. Replacement of Glass

Windows shall be kept clean and promptly replaced by the Owner of that Lot at their expense with fresh glass of the same kind and weight as at present if broken or cracked. This by-law does not prohibit an Owner from making a claim on the Body Corporate insurance.

19. Taps

An Owner shall not waste water and shall see that all water taps in their Lot are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month, then the stopcock on the hot water system must be turned off.

20. Water Closets and Conveniences and Fire Hose/s

- (a) The water closets and conveniences and other water apparatus including waste pipes, drains and fire hoses (if any) located on the Common Property shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein.
- (b) Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes, fire hoses and drains from misuse or negligence shall be borne by the Owner whether the same is caused by their own actions or their Invitees or Occupiers.

21. Behaviour of Invitees

- (a) An Owner shall take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or of any person lawfully using the Common Property.
- (b) An Owner shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Owner or their Invitees or Occupiers.
- (c) An Owner of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to them under any such lease or licence agreement, to ensure that any Occupier or their Invitees comply with the provisions of the by-laws.
- (d) The duties and obligations imposed by these by-laws on an Owner shall be observed not only by the Owner but also by the Occupiers and the Owner's Invitees.
- (e) Where 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 Invitees or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner at the time when the breach occurred.

22. Notice of Defect

An Owner shall give the Committee and/or the Building Manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures in their Lot or any part of the Common Property which comes to their knowledge and the Committee and/or the Building Manager shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the Development and improvements contained within it as often as may be necessary.

23. Duties of the Body Corporate

- (a) The Body Corporate shall ensure that the overall appearance of the Development shall remain uniform and as such will perform the duty of the Owners to repaint the external surfaces of all Buildings requiring such repainting, cleaning the external surfaces of all Buildings and will ensure that all such external surfaces are kept in a state of good repair and reasonable wear and tear, not unlike the duties of a Body Corporate constituted by the registration of a building format plan. All expenses incurred as a result of this by-law shall be paid from funds contributed to the Sinking Fund.
- (b) Authority to expend funds in excess of the prescribed amount pursuant to the Act to perform work required by this by-law may be given to the Committee by an ordinary resolution of the Body Corporate at a general meeting to which at least two quotations for the performance of this work have been tabled for consideration.
- (c) Insurance
 - (i) In addition to insurance effected pursuant to the Act, the Body Corporate shall insure and keep insured all Buildings within the Development and any improvements thereon under a damage policy to the reinstatement or replacement value thereof.
 - (ii) The Body Corporate shall effect and keep current in respect of all improvements made in the Development, property damage insurance in the joint names of those persons recorded from time to time on the roll as Owners of the Lots in the Scheme in an amount nominated by the Body Corporate in a general meeting from time to time. Such insurance shall be taken out with a reputable insurance company and shall cover the rebuilding and/or repair of the Buildings due to damage and destruction by fire, storm, tempest, explosion or any other occurrence usually provided for in such insurance cover.
 - (iii) All insurance premiums payable by the Body Corporate under this by-law shall be paid from funds contributed to the Administrative Fund.

- (iv) An Owner shall be responsible for the insurance of Owners fixtures as defined in the Act including all electrical equipment, carpets, drapes and improvements within their Lot.

24. Display Unit

While the Original Owner remains an Owner whether by lease, licence or otherwise of any Lot, it and its officers, servants and/or agents shall be entitled to use any Lot of which it remains an Owner as a display Lot and shall be entitled to allow prospective purchasers or any other person with the authority of the Original Owner to inspect any such Lot and for such purposes shall be entitled to use such signs, advertising or display material in or about the Lot and the Development as it thinks fit. Such signs shall be attractive and tasteful having regard to the general appearance of the Development and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary.

25. Instructions to Contractors etc.

An Owner shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

26. Correspondence

All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

27. Requests to the Secretary

An Owner shall direct all requests for consideration of any particular matter to be referred to the Committee or to the Secretary and not to the Chairman or any member of the Committee.

28. Notices

An Owner and their Invitees shall observe the terms of any notice displayed in the Common Property by authority of the Committee or of any statutory authority.

29. Copy of By-Laws to be Produced Upon Request

Where any Lot or Common Property is leased or rented, otherwise than to an Owner, the lessor or, as the case may be, landlord shall upon the request of the lessee or tenant produce or cause to be produced to the lessee or tenant for their inspection a copy of these by-laws for the time being in force in respect of the Scheme.

30. Power of Committee

The Committee may make rules relating to the Common Property and in particular in relation to the Swimming Pool Area, Gymnasium Facility or any other facilities provided, not inconsistent with these by-laws and the same shall be observed by the Owners or Occupiers and their Invitees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

31. Recovery of Costs

- (a) An Owner shall pay on demand the whole of the Body Corporate costs and expenses (including solicitor and own client costs), which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such Owner by the Body Corporate pursuant to the Act.
- (b) Where 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 their Invitees or any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.
- (c) Interest

If a contribution levied under the Act is unpaid thirty (30) days after it falls due for payment, then the amount of the unpaid contribution will bear interest at an annual rate to be determined by the Committee from time to time. If no such resolution has been made, then at a rate of 2% per month or any part thereof.

(d) Joint Liability

If, at the time a person becomes the Owner of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the interest.

(e) Character of Interest

The amount of any interest is recoverable by the Body Corporate as a liquidated debt.

32. Restricted Access Areas

The Body Corporate must ensure that any parts of the Common Property used for:-

- (a) electrical substations or control panels; or
- (b) fire service control panels; or
- (c) telephone exchanges; or
- (d) swimming pool pump room; or
- (e) other services to the Lots and Common Property,

are kept locked unless there is a legal requirement to the contrary. Owners or Occupiers of a Lot may not enter or open or tamper with such areas without the consent of the Body Corporate.

33. Moving of Furniture

An Owner shall give at least twenty-four (24) hours notice to the Body Corporate or its representative before any furniture, fittings or equipment may be moved in or out of any Lot. Any such moving must be done in a manner and at the time directed by the representative of the Body Corporate PROVIDED THAT nothing restricts the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage cannot be occasioned to any items of Common Property or of property belonging to the Owner of any other Lot. The cost to repair any damage resulting from such movement shall be borne by the Owner.

34. Energy Supply

- (a) If permitted by relevant legislation governing the supply of electricity and/or gas ("Energy") the Body Corporate may:-
 - (i) cause to be established and to be maintained an electricity supply system and/or gas supply system ("System") for the Development; and
 - (ii) as an on-supplier:-
 - (1) purchase Energy from an Energy supplier; and
 - (2) on-supply Energy to Owners.
- (b) The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:-
 - (i) the supply of Energy to the Body Corporate by an Energy supplier;
 - (ii) the on-supply of Energy to Owners;
 - (iii) the installation of service infrastructure and its uses in connection with the System,

including, without limitation, agreements contemplated by the Regulation Module for the Scheme setting out the basis on which charges are made for supply of Energy and the recovery of the costs to the Body Corporate of supplying that service.

- (c) The Body Corporate must calculate charges for Energy supply to Owners only as permitted under the relevant legislation governing on-supply or, if there is not applicable legislative provision, levy charges only to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the service to Owners.
- (d) If the Body Corporate charges Owners a tariff rate for the supply of Energy which is higher than the rate at which the Body Corporate purchases Energy from the supplier, any surplus funds generated in the hands of the Body Corporate as a result must be applied by the Body Corporate to its Administrative Fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of the Owners.
- (e) If the Body Corporate operates and maintains a System under this by-law, it may:-
 - (i) enter into agreements with Owners for the supply of Energy through the System, setting out the terms on which the Body Corporate will charge for the provision of services under the System and recover the costs of providing that service (as required by the Act and the Regulation Module for the Scheme) including charges for:-
 - (1) Energy supply;
 - (2) installation and connection to the System;
 - (3) servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Owner;
 - (4) disconnection and reconnection fees;
 - (5) advance payments or security deposits to be provided in connection with Energy supply through the System.
 - (ii) establish the basis of Energy charges for those Owners which are not supplied by separate meter (if any) and for any Common Property based on an estimate of consumption taking into account the number and type of fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Owner or the Body Corporate;
 - (iii) establish a system of accounts and invoices in connection with the supply of Energy through the System and render those accounts to Owners as appropriate;
 - (iv) recover any amounts when due and payable from any Owner under applicable accounts rendered and if an account is unpaid by the due date:
 - (1) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction;
 - (2) recover interest on any unpaid account;
 - (3) disconnect the supply of Energy to the relevant Owner;
 - (4) charge a reconnection fee to restore Energy supply to that Owner;
 - (5) increase the advance payment or security deposit for Energy supply to the relevant Owner.
- (f) The Body Corporate is not liable for any loss or damage suffered by any Owner as a result of any failure of the supply of Energy due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.
- (g) The Body Corporate is not required to supply any Owner with Energy to any greater extent than the Energy supplier from which the Body Corporate obtains supply could provide at any given time.

(h) Each Owner must:-

- (i) allow the Body Corporate and its agents, contractors, or employees access to any service infrastructure used in connection with Energy supply under the System;
 - (ii) comply with all requirements of the Body Corporate imposed in connection with Energy supply through the System;
 - (iii) maintain any service infrastructure used in connection with the System and which is located in or on a Lot and which is used in connection with Energy supply under the System.
- (i) Nothing in this by-law obliges an Owner to purchase Energy from the Body Corporate or limits or restricts the rights of any Owner to utilise service infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

35. Bulk Supply of Utilities

The Body Corporate may at its election supply or engage another person to supply utilities to the Development and in such case the following will apply:-

- (a) "Utility" means: water (potable and non-potable), telecommunications, cable TV and the like;
- (b) The Body Corporate has the power to enter into a contract for the purchase of reticulated Utility, on the most economical basis, for the whole of the Development from any relevant Utility provider;
- (c) The Body Corporate has the power to sell reticulated Utility to each Owner or Occupier in the Development;
- (d) The Body Corporate is not required to supply to any Owner or Occupier Utility requirements beyond those requirements which the relevant Utility supplier could supply at any particular time;
- (e) The Body Corporate may charge for the Utility services (including for the installation of, and the costs associated with, infrastructure for the Utility services) but only to the extent necessary for reimbursing the Body Corporate for supplying the Utility services;
- (f) The Body Corporate may render accounts to each Owner or Occupier as appropriate;
- (g) In respect of an account which has been rendered pursuant to this by-law, then an Owner or Occupier is liable, jointly and severally with any person who was liable to pay that account when the Owner or Occupier became the Owner or Occupier of that Lot;
- (h) In the event that a proper account for the supply of reticulated Utility is not paid by its due date for payment, then the Body Corporate is entitled to:-
 - (1) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction;
 - (2) disconnect the supply of reticulated Utility to the relevant Lot;
 - (3) recover interest on any unpaid account;
 - (4) charge a reconnection fee to restore the Utility supply to that Owner;
 - (5) increase the advance payment or security deposit for the Utility supply to the relevant Owner.
- (i) The Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- (j) The Body Corporate may, from time to time, determine a security deposit to be paid by each Owner or Occupier who is connected to the supply of the reticulated Utility as a guarantee against non-payment of accounts for the supply of the reticulated Utility.

- (k) Nothing in this by-law obliges an Owner to purchase reticulated Utility from the Body Corporate or limits or restricts the rights of any Owner to utilise service infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

36. Management of the Common Property and Special Privileges Use of Common Property

- (a) The Body Corporate may authorise the Building Manager or the Occupier of the Building Manager's Lot ("the Letting Agent") the right to carry on the business of letting Lots in the Scheme and for that purpose shall enter into from time to time an appropriate agreement on such terms and conditions as the Body Corporate may deem fit.
- (b) The Letting Agent may without the consent of the Committee display signs or notices for the purposes of offering for lease or for letting any Lot in the Scheme in or about the Common Property for the purposes aforesaid.
- (c) For as long as there is in existence an agreement with the Body Corporate for the Building Manager to provide services for the control, management and administration of the Common Property (a "Service Contractor Agreement") and/or an agreement for the Letting Agent to provide letting and ancillary services to such Owners or Occupiers who wish to avail themselves of such services (a "Letting Agreement") then:-
- (i) The Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Service Contractor Agreement and/or Letting Agreement;
 - (ii) The Body Corporate will not enter into with any other person or entity an agreement similar to the Service Contractor Agreement and/or Letting Agreement;
 - (iii) The Building Manager and the Letting Agent will be entitled to erect or display signs or notices in or on the Common Property advertising any of the services it provides pursuant to the Service Contractor Agreement and/or Letting Agreement;
 - (iv) The Body Corporate may confer on the Building Manager and the Letting Agent special privileges in respect of part(s) of the Common Property to use same in connection with the business carried out pursuant to the Service Contractor Agreement and/or the Letting Agreement;
 - (v) The Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business from within the Development nor must the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the Development; and
 - (vi) The Body Corporate must not make any part of the Common Property available to any person or corporation for the purpose of conducting a letting business.
- (d) The Body Corporate may use or authorise the use of appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties pursuant to the Act in respect of any Common Property. These areas may be locked and access prohibited without the authority of the Body Corporate.

37. Security for Lots

- (a) An Owner or person authorised by him is permitted to install:-
- (i) any locking or other safety device for protection of their Lot against intruders; or
 - (ii) any screen or other device to prevent entry of animals or insects upon their Lot,

provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the Owner and does not detract from the amenity of the Building. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.

- (b) An Owner shall not disclose to any person other than any other person residing in the Development with the authority of the Owner or Occupier, the security code (if any) advised from time to time to the Owner or Occupier by the Body Corporate for security gate(s) and/or doors (if any) erected within the Development for the purposes of gaining access to any part of the Development.

38. Security Systems and Equipment

- (a) The Committee may install a security system or systems in the Building including implement security procedures and security equipment designed to prevent unauthorised entry to the Building (the "Security Systems").
- (b) The Committee may operate the Security Systems itself or delegate that responsibility to someone else or retain someone else to operate the Security Systems (including the Building Manager).
- (c) All security equipment installed on Common Property (if any) and used in connection with the provision of the Security Systems shall (with the exception of that equipment installed upon any Lot) be and remain the property of the Body Corporate.
- (d) All security equipment (if any) (with the exception of that equipment installed upon any Lot which shall be maintained at the cost and expense of the Owner of that Lot) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.
- (e) Owners and Occupiers of a Lot must comply with the Security Systems and must not do anything that may detrimentally affect the Security Systems or its operation.
- (f) Owners and Occupiers shall ensure any Common Property doors or opening devices are securely fastened and locked as appropriate (subject to any fire safety regulations) in accordance with any of procedures of the Security Systems.
- (g) In no circumstances shall the Body Corporate be responsible to an Owner (and the Owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of any of the Security Systems put in place by the Body Corporate.

39. Security Access Cards and Keys

- (a) If the Body Corporate in the exercise of any of its powers under these by-laws restricts access of Owners or Occupiers to any part of the Common Property by means of a lock or similar security device it may make such a number of keys or operating systems as it determines available to Owners free of charge or on payment of a deposit and thereafter make at its discretion additional numbers thereof available to Owners on payment of such reasonable charge as may be determined from time to time by the Body Corporate.
- (b) An Owner to whom any key or operating system is provided pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use by any Occupier of a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot by such Owner) to ensure the key or operating system is returned to the Owner or the Body Corporate upon the Occupier ceasing to be an Occupier.
- (c) An Owner shall not without the prior approval in writing of the Body Corporate duplicate the key or operating system and shall take all reasonable precautions to ensure that the key or operating system is not lost or handed to any other person other than another Owner or Occupier.
- (d) An Owner or Occupier shall notify the Body Corporate if a key or operating system is destroyed or lost.

40. Intentionally deleted.

41. Intentionally deleted.

42. Use of Swimming Pool

- (a) A swimming pool and surrounding areas ("Swimming Pool Area") are located on the Common Property and are intended to be used for the purposes of a swimming pool and associated community and recreational

purposes by Owners and Occupiers and their Invitees. The Body Corporate shall be responsible for the maintenance of and operating costs of the Swimming Pool Area.

(b) The rules for use of the Swimming Pool Area located on the Common Property are as follows:-

- (i) the Swimming Pool Area may only be used between the hours of 6.00am and 9.00pm or as otherwise determined by the Committee;
- (ii) the Swimming Pool Area may only be used by an Owner or Occupier and their Invitees accompanied by the Owner or Occupier;
- (iii) glass items must not be taken within the Swimming Pool Area;
- (iv) the gates surrounding the Swimming Pool Area must be closed immediately after entry or exit;
- (v) alcoholic beverages are not taken to or consumed within the Swimming Pool Area;
- (vi) there is to be no smoking within the Swimming Pool Area;
- (vii) children below the age of thirteen (13) years are not permitted within the Swimming Pool Area unless accompanied by an adult Owner or Occupier exercising effective control and supervision over them;
- (viii) persons must not allow an animal within the Swimming Pool Area;
- (ix) Owners or Occupiers and their Invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Swimming Pool Area by other persons;
- (x) people using the Swimming Pool Area must use it only for its intended purposes, keep it clean and not leave it in an untidy or littered state;
- (xi) no foreign matter, other than swimsuits, rubber flippers, protective eyewear, child floatation devices and simple snorkels are permitted within the swimming pool located in the Swimming Pool Area;
- (xii) bathing suits must be worn at all times by people using the swimming pool located in the Swimming Pool Area;
- (xiii) the swimming pool located in the Swimming Pool Area is for the enjoyment of all residents, and therefore boards, large inflatable/s and ball games are not permitted within the swimming pool;
- (xiv) people using the Swimming Pool Area including the swimming pool and associated facilities (if any) therein must comply with any notice erected by the Body Corporate within the Swimming Pool Area giving direction in respect of any rules relating to the use of the Swimming Pool Area;
- (xv) use of the Swimming Pool Area including the swimming pool and associated facilities (if any) therein by an Owner or Occupier and their Invitees is at each of their own risk;
- (xvi) the Body Corporate has the power to pass and change rules setting minimum dress standards for people in the Swimming Pool Area.

(c) The Body Corporate may close the Swimming Pool Area for maintenance purposes.

(d) The Committee may implement any further rules in relation to the Swimming Pool Area as it deems appropriate.

43. Maintenance of Swimming Pool

An Owner shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool located within the Swimming Pool Area or add any chemical or other substance to the same.

44. Intentionally deleted.

45. Use of Gymnasium Facility

- (a) A gymnasium and associated facilities ("Gymnasium Facility") are located in the Common Property and is intended to be used for the purposes of a gymnasium and associated community and recreational purposes by Owners and Occupiers and their Invitees. The Body Corporate shall be responsible for the maintenance of and operating costs for the Gymnasium Facility. The Body Corporate may set rules for the use of the Gymnasium Facility including:-
- (i) times of use;
 - (ii) which persons and/or their guests may use the Gymnasium Facility generally or during designated times or for designation purposes;
 - (iii) restrictions on what items or things may be allowed in to the Gymnasium Facility; and
 - (iv) a system under which people may book for use of the Gymnasium Facility including rules as to the maximum time limits and how the booking list is operated and by whom.
- (b) The Body Corporate and Owners or Occupiers acknowledge and agree that the following rules apply in respect of the use of the Gymnasium Facility:-
- (i) Owners or Occupiers using the Gymnasium Facility must use it only for its intended purposes, keep it clean and not leave it in a messy state and must not interfere with or use any of the equipment in the Gymnasium Facility other than for its intended purpose and in accordance with all rules applying to the use of such equipment and in accordance with any operating manual. If any equipment is damaged, the relevant supervising Owner or Occupier must be responsible for all costs associated with repairing or replacing the damaged equipment;
 - (ii) the Gymnasium Facility may only be used by Owners or Occupiers or their Invitees accompanied by the Owner or Occupier;
 - (iii) Owners or Occupiers are limited to no more than five (5) accompanying guests or Invitees at any one time unless the Committee's prior written permission has been obtained for any greater number;
 - (iv) children below the age of sixteen (16) years are not permitted in the Gymnasium Facility unless accompanied by an adult Owner or Occupier who must supervise them at all times;
 - (v) alcoholic beverages are not taken to or consumed within the Gymnasium Facility;
 - (vi) there is to be no smoking within the Gymnasium Facility;
 - (vii) a towel must be used when using the gymnasium equipment;
 - (viii) wet swimming suits are not permitted on gymnasium equipment;
 - (ix) any malfunctions of gymnasium equipment must be reported in a log book or on the gymnasium notice board;
 - (x) the door to the Gymnasium Facility must be locked or securely fastened upon completion of each session;
 - (xi) the Gymnasium Facility is not be used for commercial purposes;
 - (xii) use of the Gymnasium Facility by an Owner or Occupier and their Invitees is at their own risk;
 - (xiii) no use shall be made of the Gymnasium Facility which involves damage, inconvenience or nuisance to any Owner or Occupier or Invitee nor which causes damage to the surface, fixture or fittings of the Gymnasium Facility.
- (c) The Body Corporate may close the Gymnasium Facility for maintenance purposes.

- (d) The Committee may implement any further rules in relation to the Gymnasium Facility as it deems appropriate.

46. Intentionally deleted.

47. Development Approval Conditions

The Body Corporate and Owners and Occupiers acknowledge that certain conditions of the Decision Notice apply to the Development and to the extent that all such conditions are not separately set out in this Community Management Statement or otherwise provided for by the establishment of the Scheme, the Body Corporate and Owners or Occupiers agree that they are aware of the following conditions:-

- (a) All balconies and terraces shown on the Approved Drawings and Documents are to remain unenclosed with no shutters, glazing, louvers or similar permanent fixtures other than those consistent with the relevant "Brisbane City Plan 2000 – Residential Code" and clearly depicted on the Approved Drawings.

48. Adjoining Property

- (a) The Body Corporate acknowledges it has entered a Deed of Licence ("Licence") with the owner of the property described as Lot 2 on SP 209178 ("Adjoining Property") which property adjoins the Scheme Land. Pursuant to the Licence the owner for the time being of the Adjoining Property, its consultants, contractors and workmen are authorised to access the Common Property for the purposes of maintaining any services, utility infrastructure, or connections running through the Common Property that service the Adjoining Property. Any such access to the Common Property by the owner of the Adjoining Property shall be at its own risk and expense.
- (b) The Body Corporate further acknowledges the service and utility infrastructure and connections servicing the Adjoining Property, although running through the Common Property are independent of the service and utility infrastructure and connections for the Scheme.
- (c) The Body Corporate is authorised to enter into any further easement, agreement, deed or other document with the owner from time to time of the Adjoining Property as may be required to give further effect to the arrangements regarding access to the Common Property described in by-law 48(a) above.

49. Car Parks and Storage Areas

- (a) An Owner or occupier of a Lot shall ensure that it's allocated car park space and/or allocated storage room is kept in a clean and tidy condition and, subject to By-Law 1 (b) above (see current by-laws), that the allocated parking space is used for the storage of a motor vehicle or motor bike only. These vehicles shall at all times have current vehicle registration and be fully roadworthy.
- (b) An Owner or occupier must ensure that the car park space is not used for the purpose of storage of any boxes, paint, chemicals, liquids, furniture, food, glasses, empty bottles or other such article.
- (c) An Owner or occupier may however install a single lockable steel cabinet in the car parking space provided the owner or occupier first obtains the approval of the body corporate for such installation.
- (d) Each Owner or occupier shall ensure that a suitable receptacle is used in their car parking space to protect the floor from grease penetration.

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

1. Services Location Diagram

Service Easements as defined in the *Body Corporate and Community Management Act 1997* are present on the parcel. The appropriate location of these services are shown on the Services Location Diagram attached and marked Attachment A.

2. Statutory and Service Easements

Each Lot, as specified below, to the extent applicable and necessary having regard to the relative positioning of the Lots in respect of each other, has the benefit and burden of the statutory and service easements as follows:

L

[illegible]

[illegible]

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

N/A

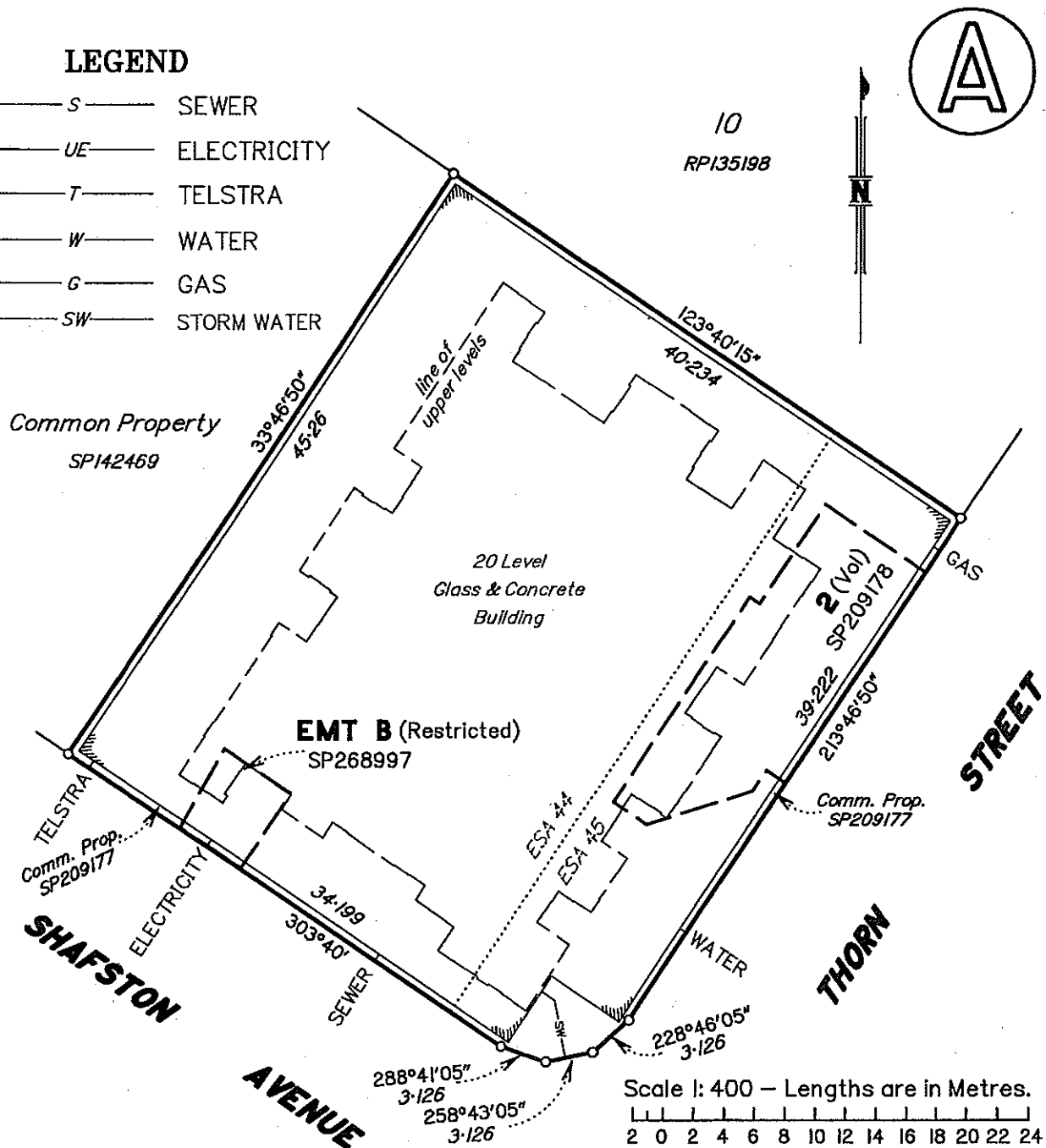
SERVICES LOCATION DIAGRAM

C.T.S.

ATTACHMENT A

LEGEND

| | |
|--------|-------------|
| — S — | SEWER |
| — UE — | ELECTRICITY |
| — T — | TELSTRA |
| — W — | WATER |
| — G — | GAS |
| — SW — | STORM WATER |

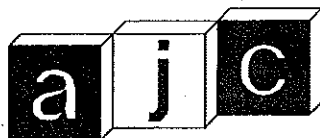


AJC SURVEYS Pty Ltd ACN 113 780 368,
certify that the details shown on this
sketch plan are correct.

[Signature]

Director / Cadastral Surveyor

Date 16/12/2014



AJC SURVEYS PTY LTD
ACN 113 780 368 ABN 65 113 780 368

6 Alberic Court, Eatons Hill, QLD 4037
Tel. 07 3264 1889 Fax 07 3264 1889
email: ajcsurveys@bigpond.com

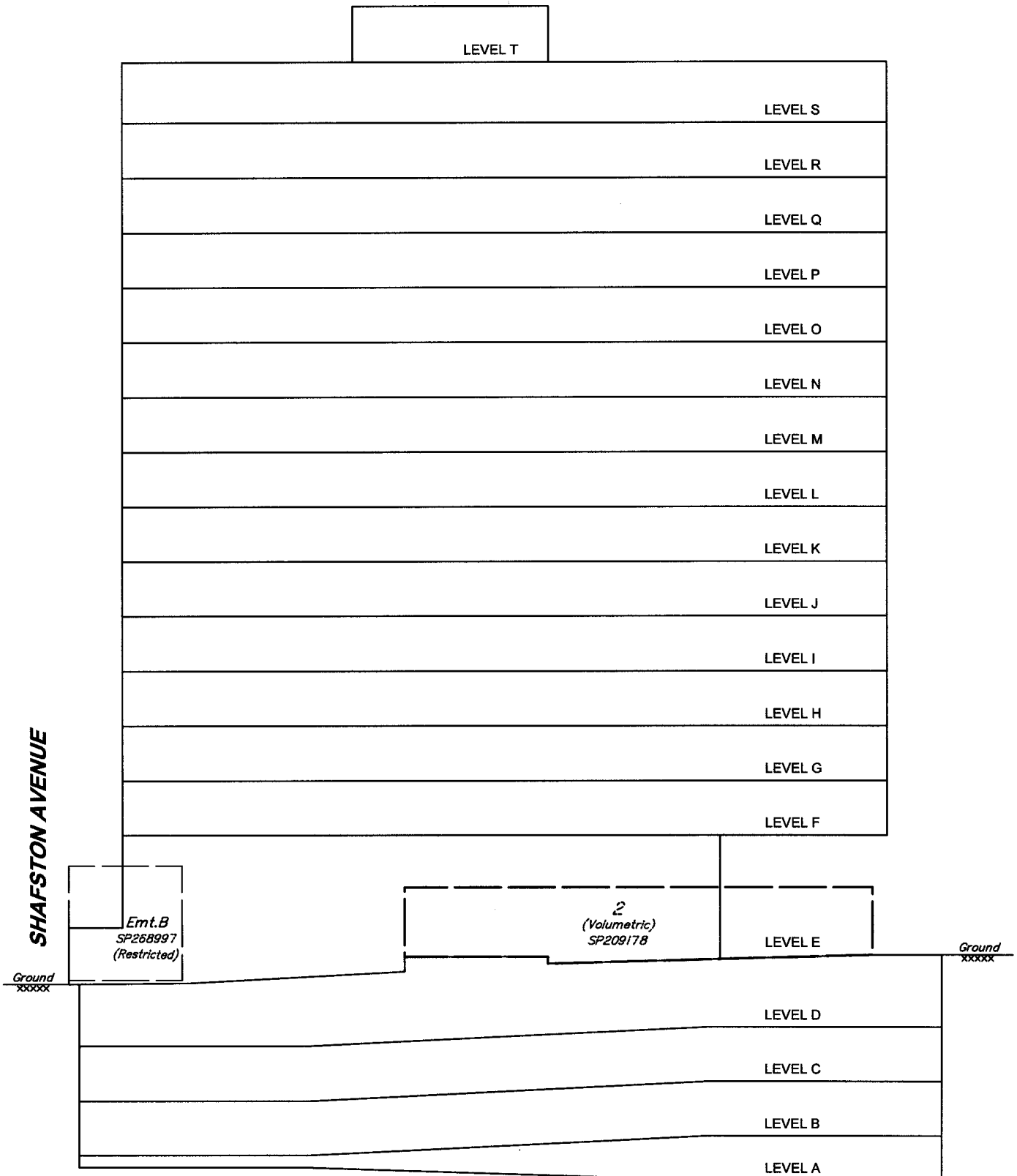
Sketch plan of
Services Location Diagram
"Peninsula on the River"
CTS 46911
over Comm. Prop. on SP209177
(Original ESA 44 & 45)

Parish of SOUTH BRISBANE County of Stanley.

Surveyor AJC / Drawn AJC
Ref. 13006

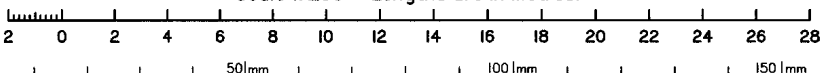
Dwg. No. 13006-SL
Scale: 1:400(A4)





LATERAL ASPECT
(Viewed from the South East)
Scale 1:200

Scale 1:200 - Lengths are in Metres.



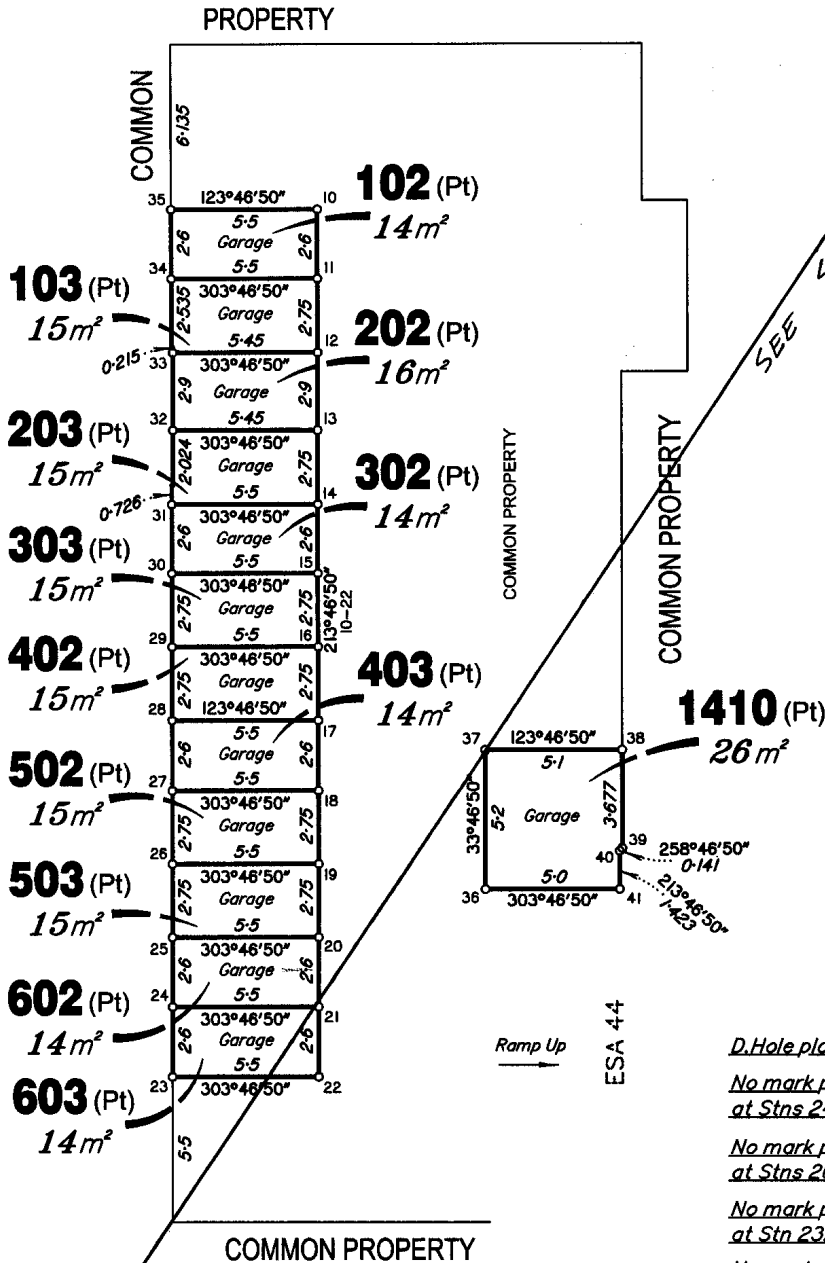
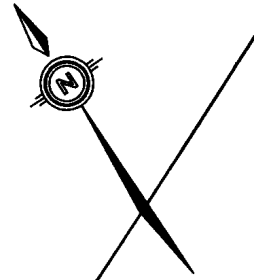
State copyright reserved.

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Number

SP209177

LEVEL A

Scale 1:200



D.Hole placed in Conc at Stns 10-22, 36 & 37.

No mark placed (Centreline wall), D.Hole in Conc 0-3SE at Stns 24, 25, 27-31, 34 & 35.

No mark placed (Centreline wall), D.Hole in Conc 0-35SE at Stns 26, 32 & 33.

No mark placed (Centreline wall), D.Hole in Conc 0-7SE at Stn 23.

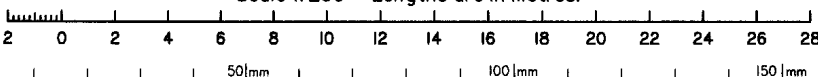
No mark placed (Centreline wall), D.Hole in Conc 0-3NW at Stn 38.

No mark placed (Intsn Centreline walls) at Stn 39.

SW Cor wall at Stn 40.

D.Hole in face Conc step at Stn 41.

Scale 1: 200 - Lengths are in Metres.



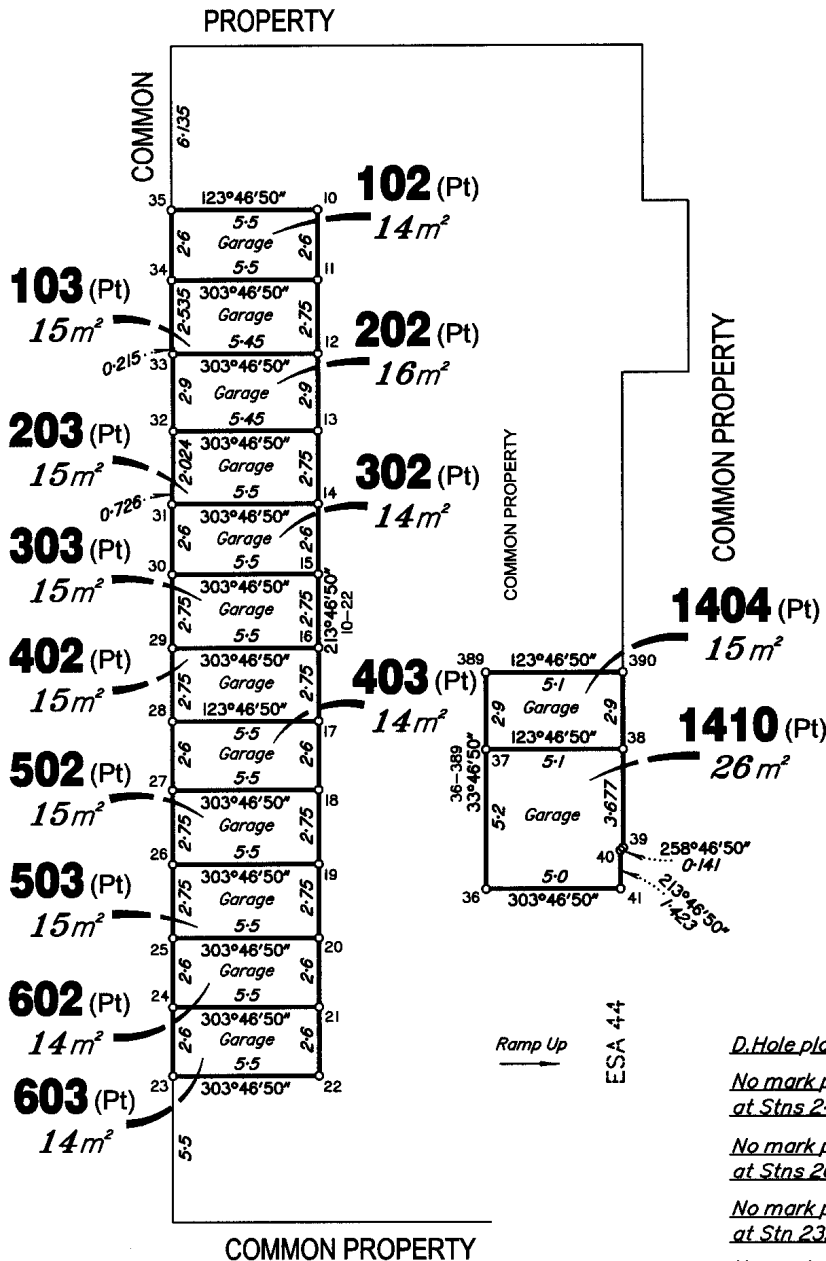
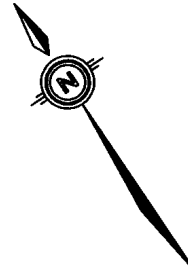
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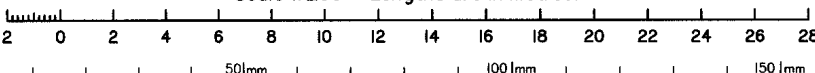
LEVEL A

Scale 1:200



- D.Hole placed in Conc at Stns 10-22, 36, 37 & 389.
- No mark placed (Centreline wall), D.Hole in Conc 0-35E at Stns 24, 25, 27-31, 34 & 35.
- No mark placed (Centreline wall), D.Hole in Conc 0-35SE at Stns 26, 32 & 33.
- No mark placed (Centreline wall), D.Hole in Conc 0-7SE at Stn 23.
- No mark placed (Centreline wall), D.Hole in Conc 0-3NW at Stns 38 & 390.
- No mark placed (Intsn Centreline walls) at Stn 39.
- SW Cor wall at Stn 40.
- D.Hole in face Conc step at Stn 41.

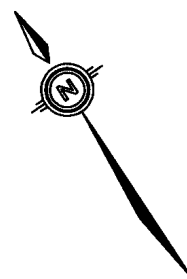
Scale 1:200 - Lengths are in Metres.



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Insert Plan Number **SP209177**



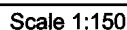


Scale 1:150

NW Cor wall at Stn 172.

A horizontal scale bar with markings from 3 to 20. Below the scale, there are labels for 50 mm, 100 mm, and 150 mm.

SP209177



t)

COMMON PROPERTY

COMMON PROPERTY

COMMON PROPERTY

COMMON PROPERTY

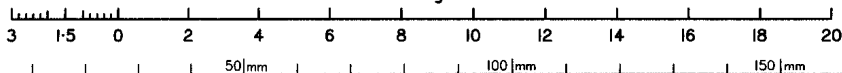
D.Hole placed in Conc at Stns 60-83 & 99-115.
No mark placed (Intsn Centreline walls) at Stn 139.
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at Stns 134-136, 138 & 173.
No mark placed (Centreline wall), D.Hole in Conc 0.35NE
at Stn 137.
No mark placed (Centreline wall), D.Hole in Conc 0.3NW
at Stns 140, 141, 143-147 & 149-151.
No mark placed (Centreline wall), D.Hole in Conc 0.5NW
at Stns 142 & 148.
No mark placed (Centreline wall), D.Hole in Conc 0.3SW
at Stns 152, 153 & 155-157.
No mark placed (Centreline wall), D.Hole in Conc 0.35SW
at Stn 154.
 Cen face column at Stn 174.

SEE SHEET 65-

59

COMMON PROPERTY

Scale 1: 150 – Lengths are in Metres.



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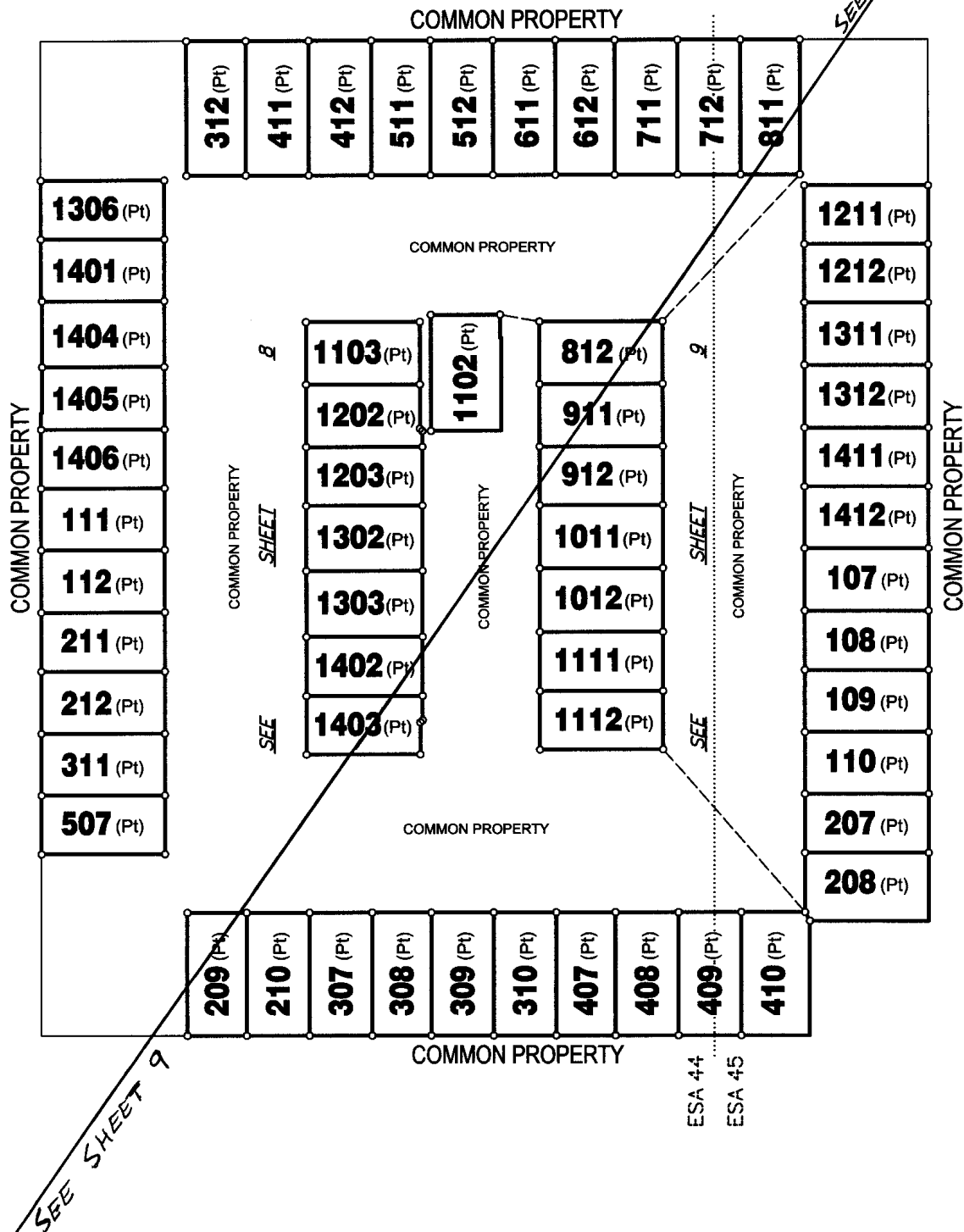
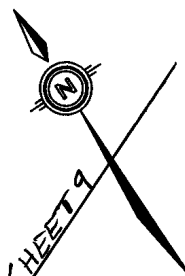
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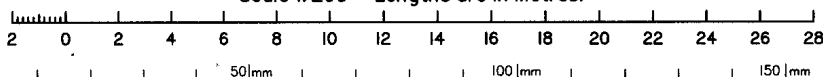
AC/40599 DRAWN - Stanfield's

13006

Scale 1:200



Scale 1: 200 – Lengths are in Metres.



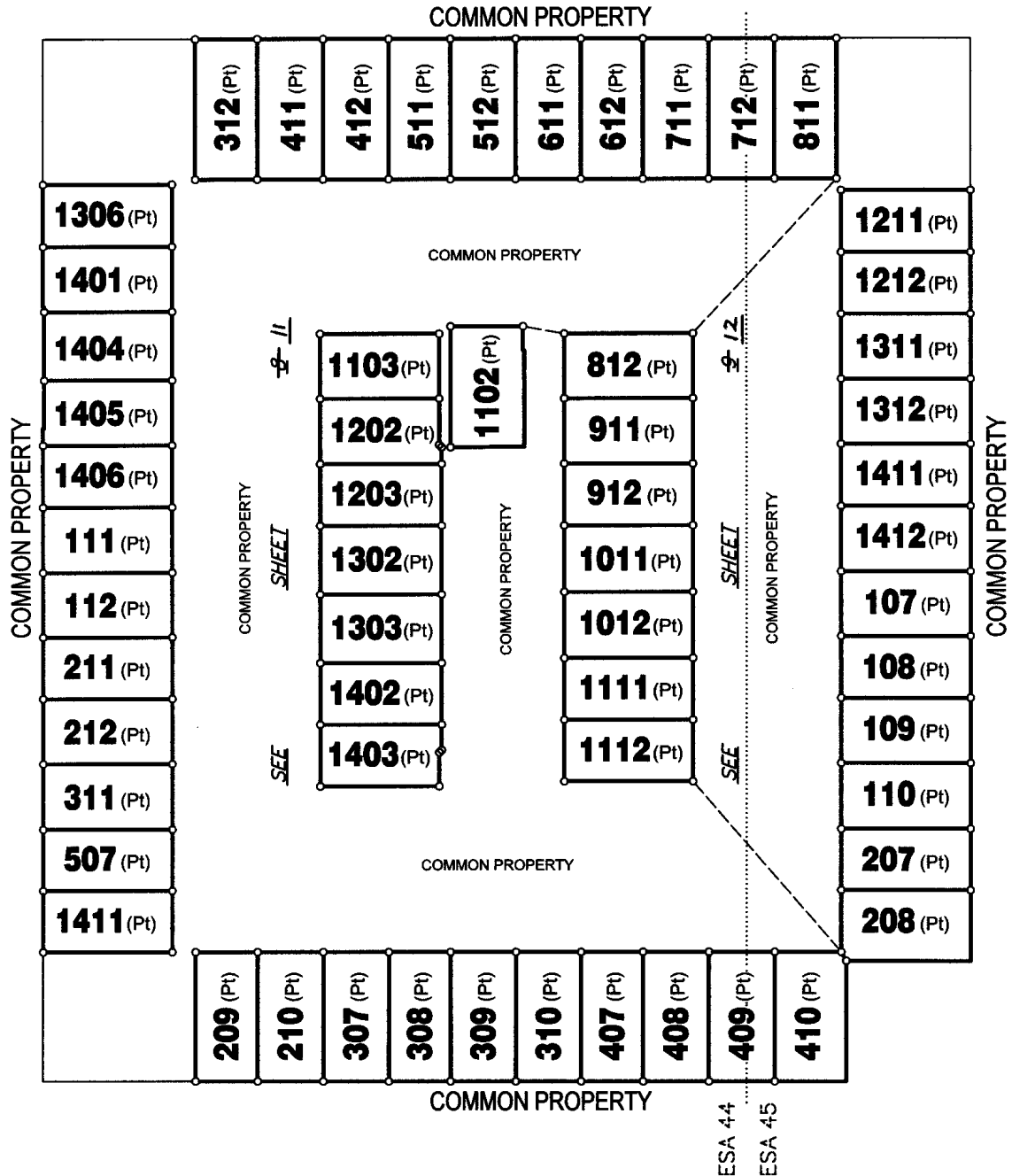
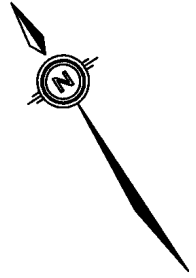
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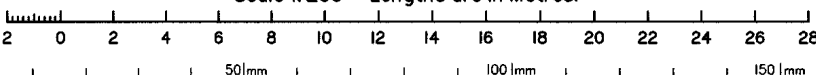
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LEVEL C

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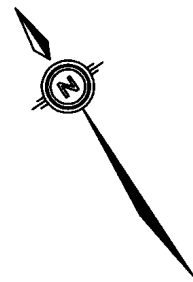
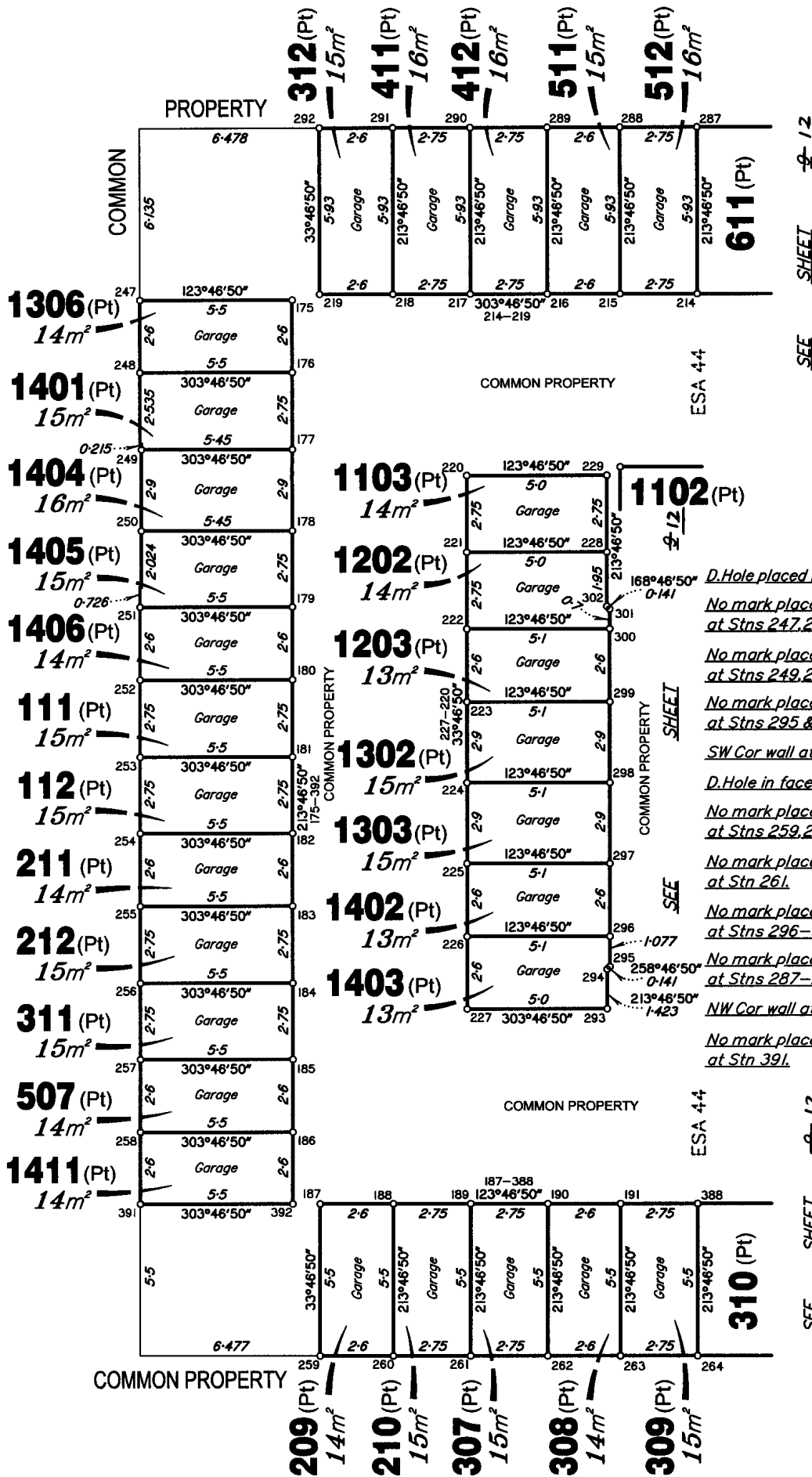


Scale 1:200 – Lengths are in Metres.



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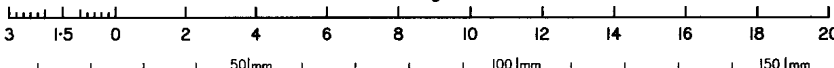
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LEVEL C
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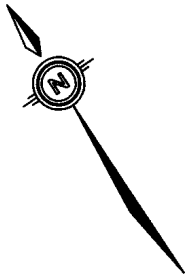
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No mark placed (Centreline wall), D.Hole in Conc 0-35E
at Stns 247, 248, 251-255, 257 & 258.
No mark placed (Centreline wall), D.Hole in Conc 0-35SE
at Stns 249, 250 & 256.
No mark placed (Intsn Centreline walls)
at Stns 295 & 301.
SW Cor wall at Stn 294.
D.Hole in face Conc step at Stn 293.
No mark placed (Centreline wall), D.Hole in Conc 0-3NE
at Stns 259, 260 & 262-264.
No mark placed (Centreline wall), D.Hole in Conc 0-35NE
at Stn 261.
No mark placed (Centreline wall), D.Hole in Conc 0-3NW
at Stns 296-300.
No mark placed (Centreline wall), D.Hole in Conc 0-3SW
at Stns 287-292.
NW Cor wall at Stn 302.
No mark placed (Centreline wall), D.Hole in Conc 0-7SE
at Stn 391.*

Scale 1:150 - Lengths are in Metres.



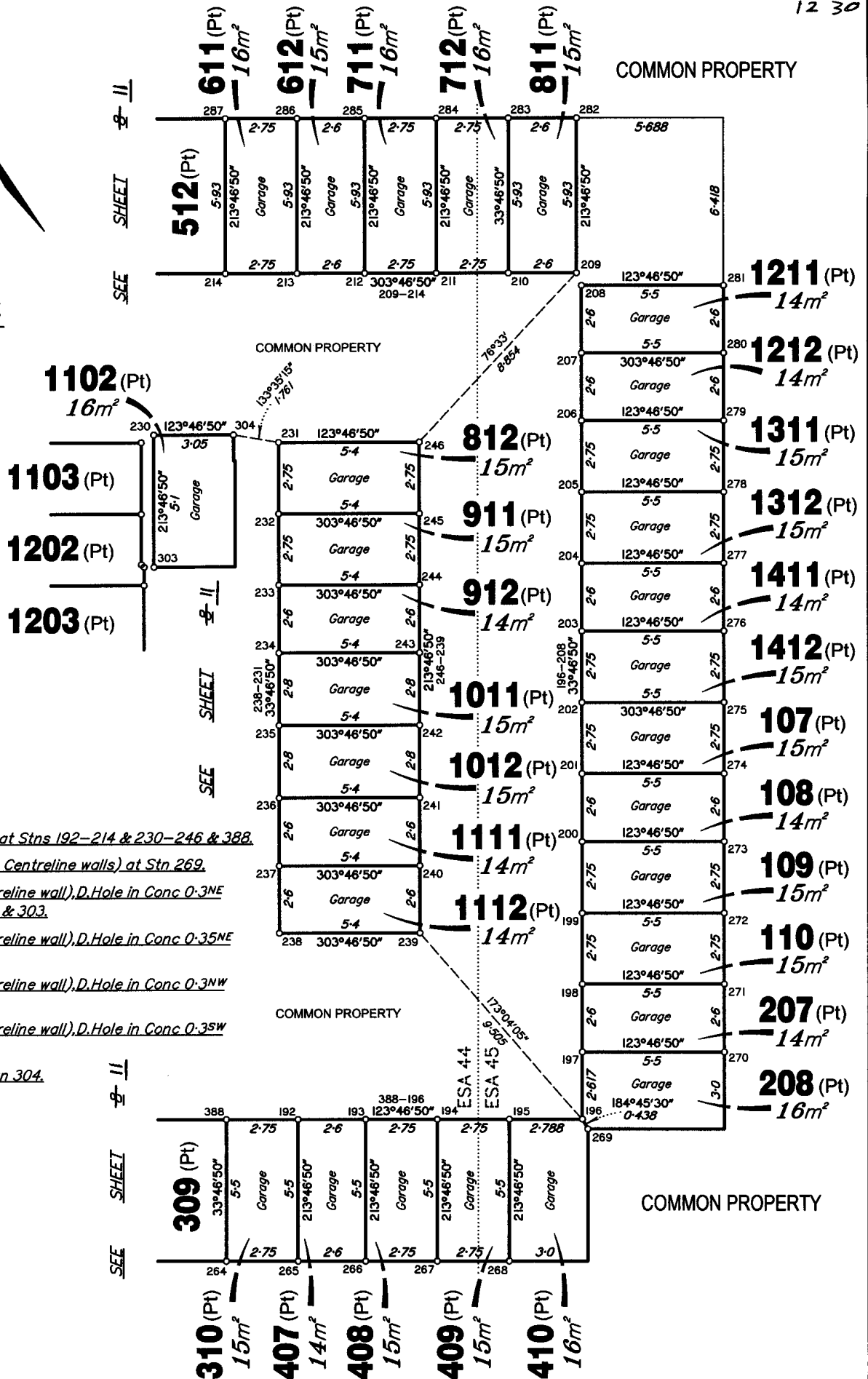
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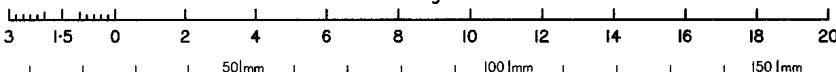


LEVEL C

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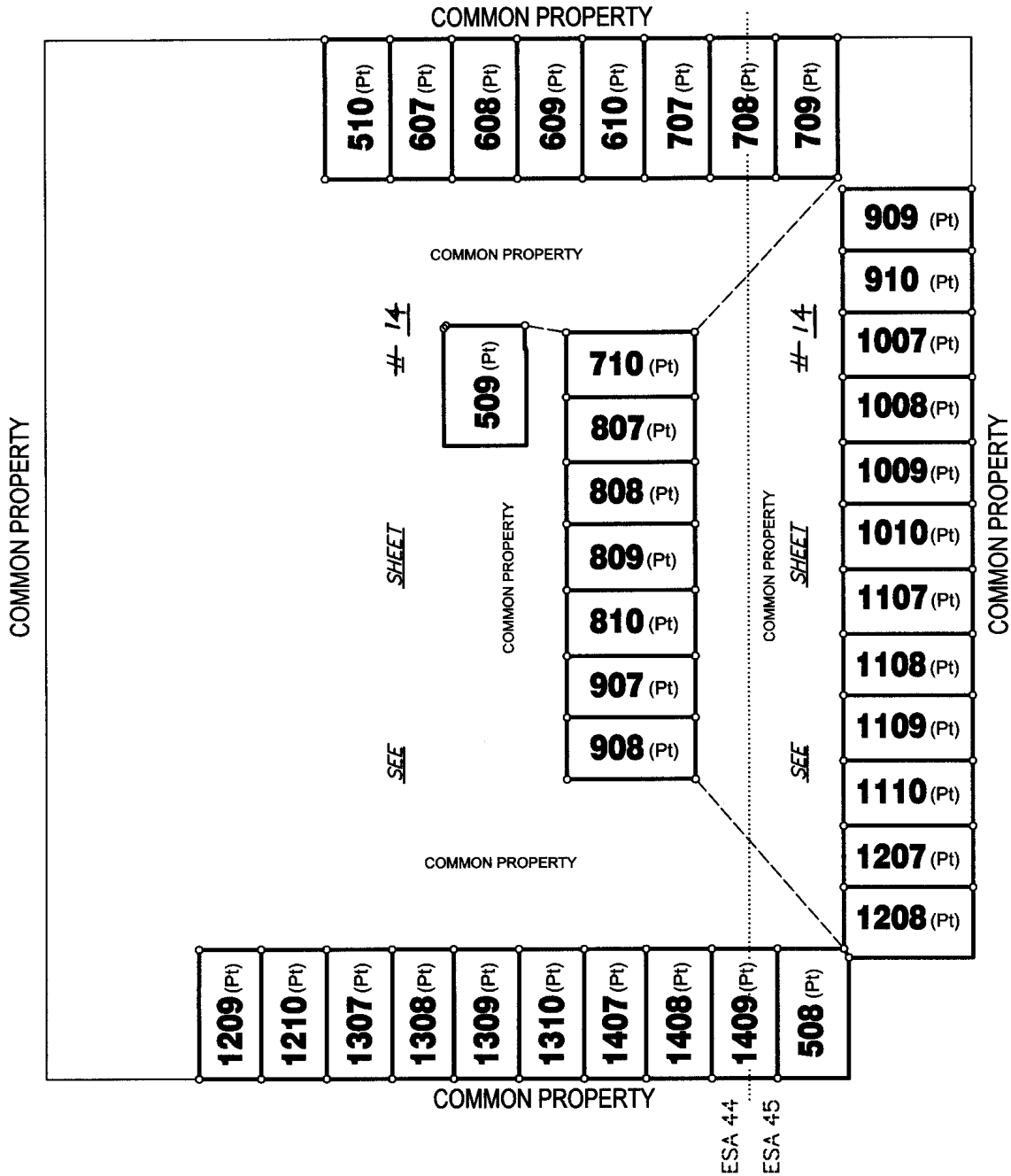
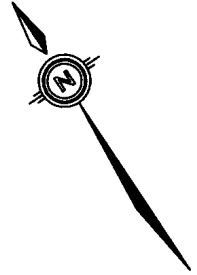


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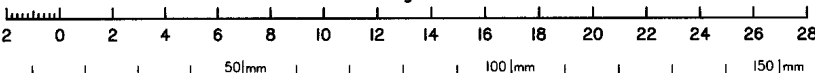
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SP209177

LEVEL D

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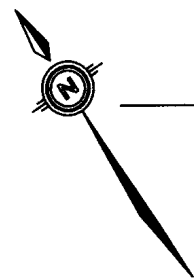
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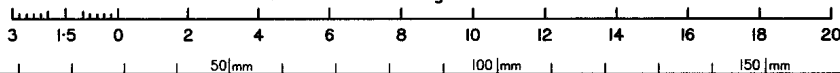
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Scale 1:150

D.Hole placed in Conc at Stns 305-336 & 338-353.
NE Cor wall at Stn 337.
No mark placed (Intsn Centreline walls) at Stns 364 & 386.
No mark placed (Centreline wall), D.Hole in Conc 0:3NE
at Stns 354, 355, 357-361 & 363.
No mark placed (Centreline wall), D.Hole in Conc 0:35NE
at Stns 356 & 362.
No mark placed (Centreline wall), D.Hole in Conc 0:3NW
at Stns 365-372 & 374-376.
No mark placed (Centreline wall), D.Hole in Conc 0:5NW
at Stn 373.
No mark placed (Centreline wall), D.Hole in Conc 0:3SW
at Stns 377-385.
Gen face column at Stn 387.

Scale 1: 150 – Lengths are in Metres.

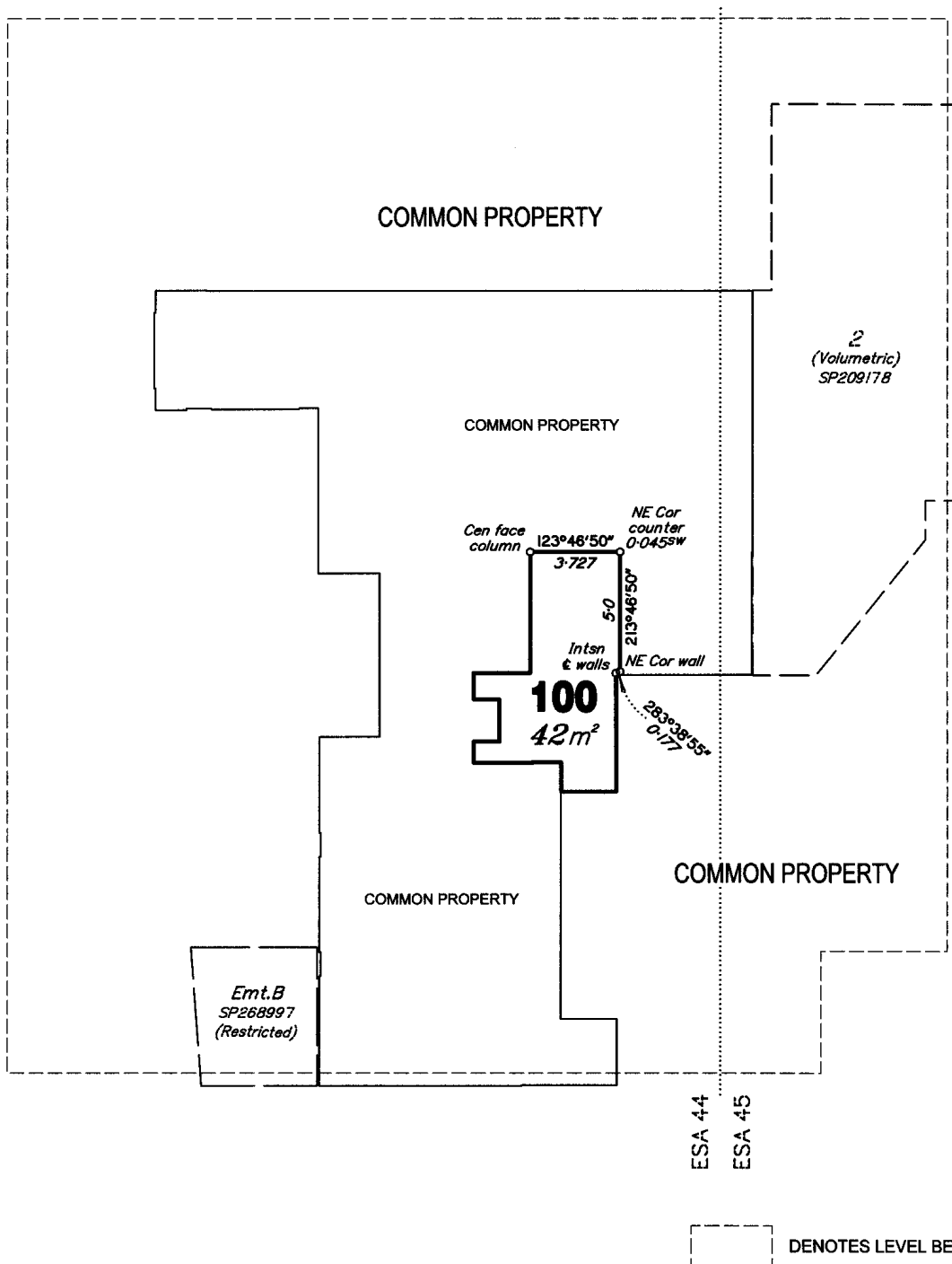
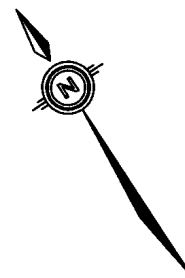


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LEVEL E

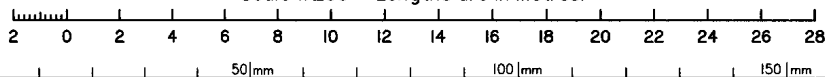
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ESA 44
ESA 45

DENOTES LEVEL BELOW

Scale 1:200 – Lengths are in Metres.



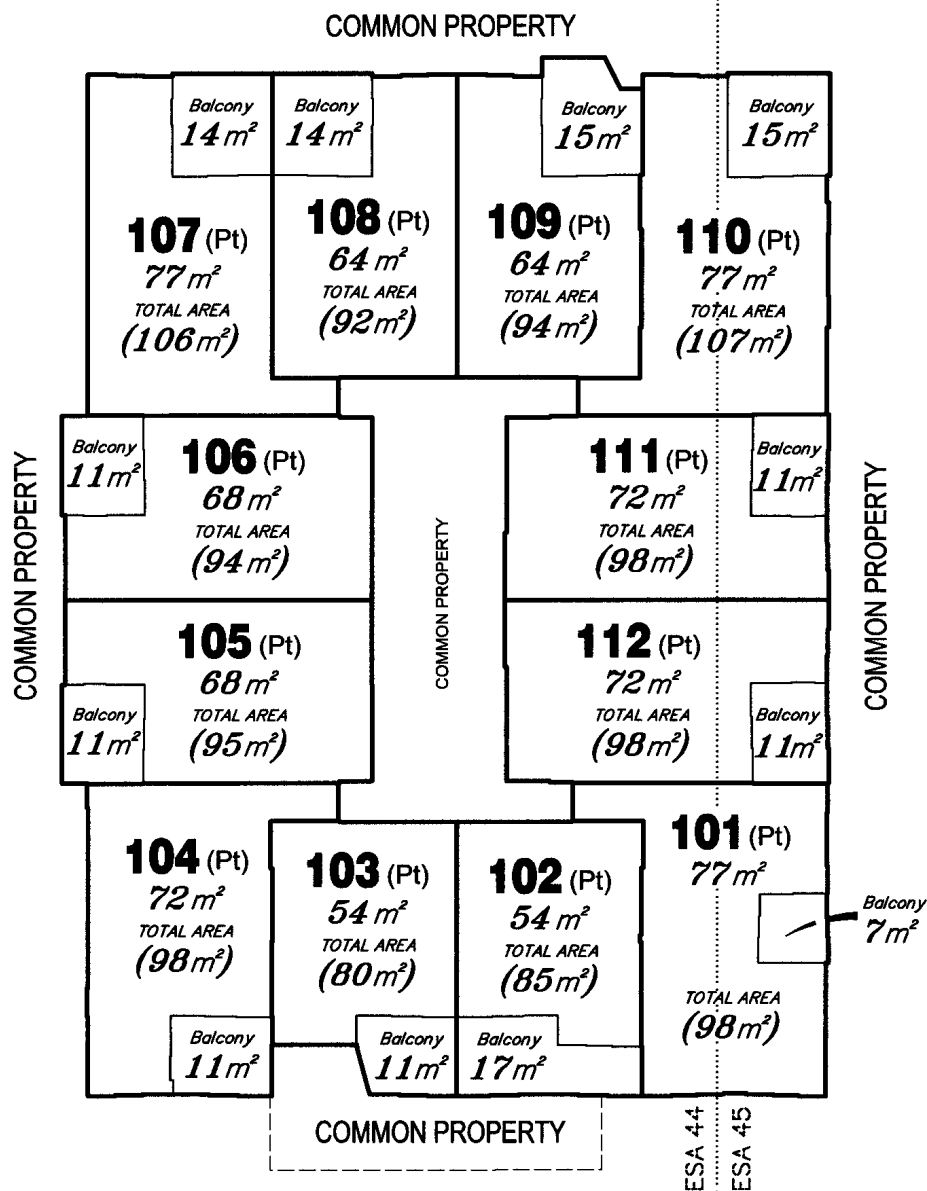
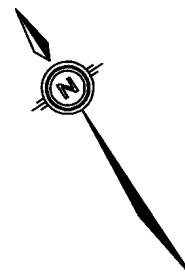
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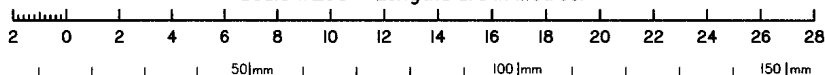
LEVEL F

Scale 1:200



 DENOTES LEVEL BELOW

Scale 1: 200 – Lengths are in Metres.



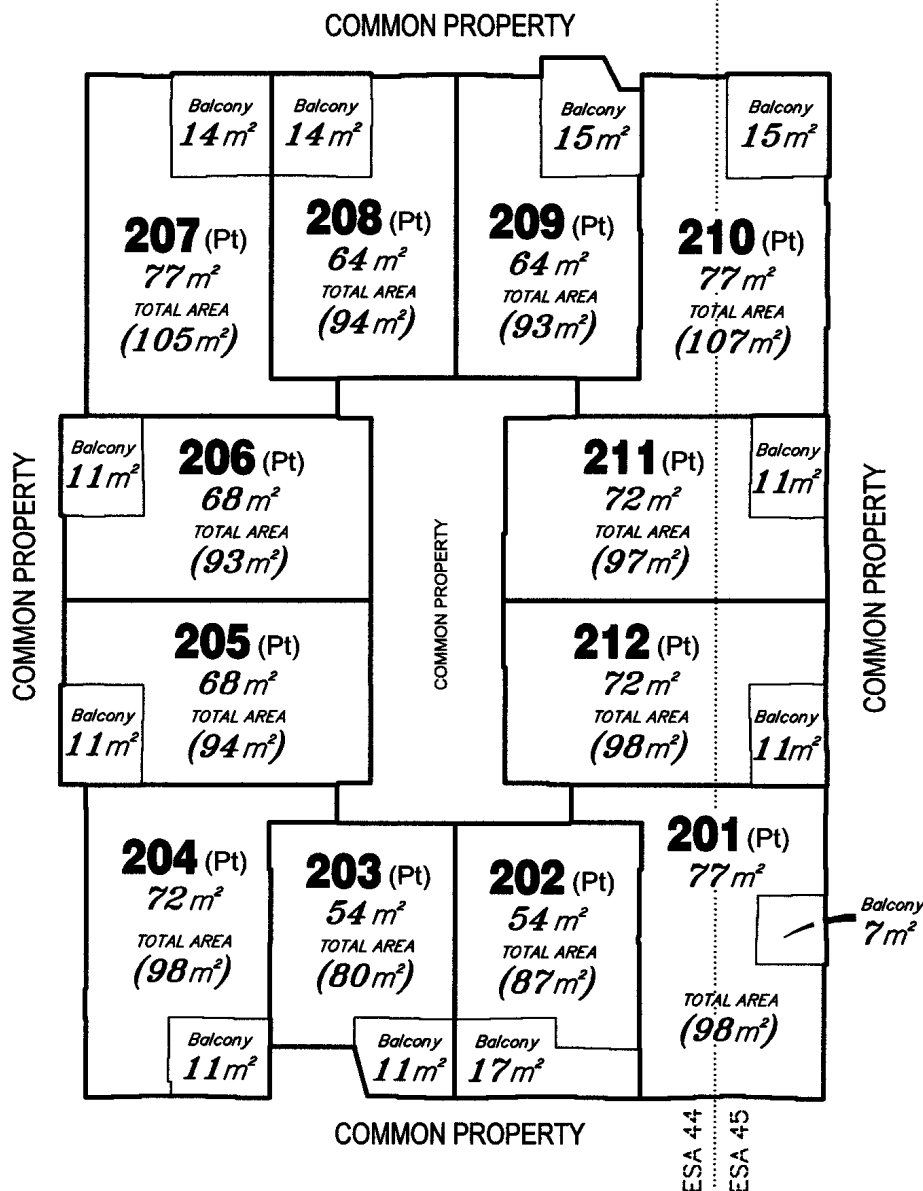
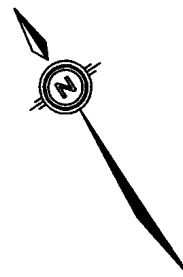
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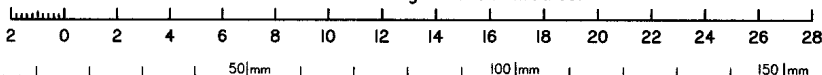
SP209177

LEVEL G

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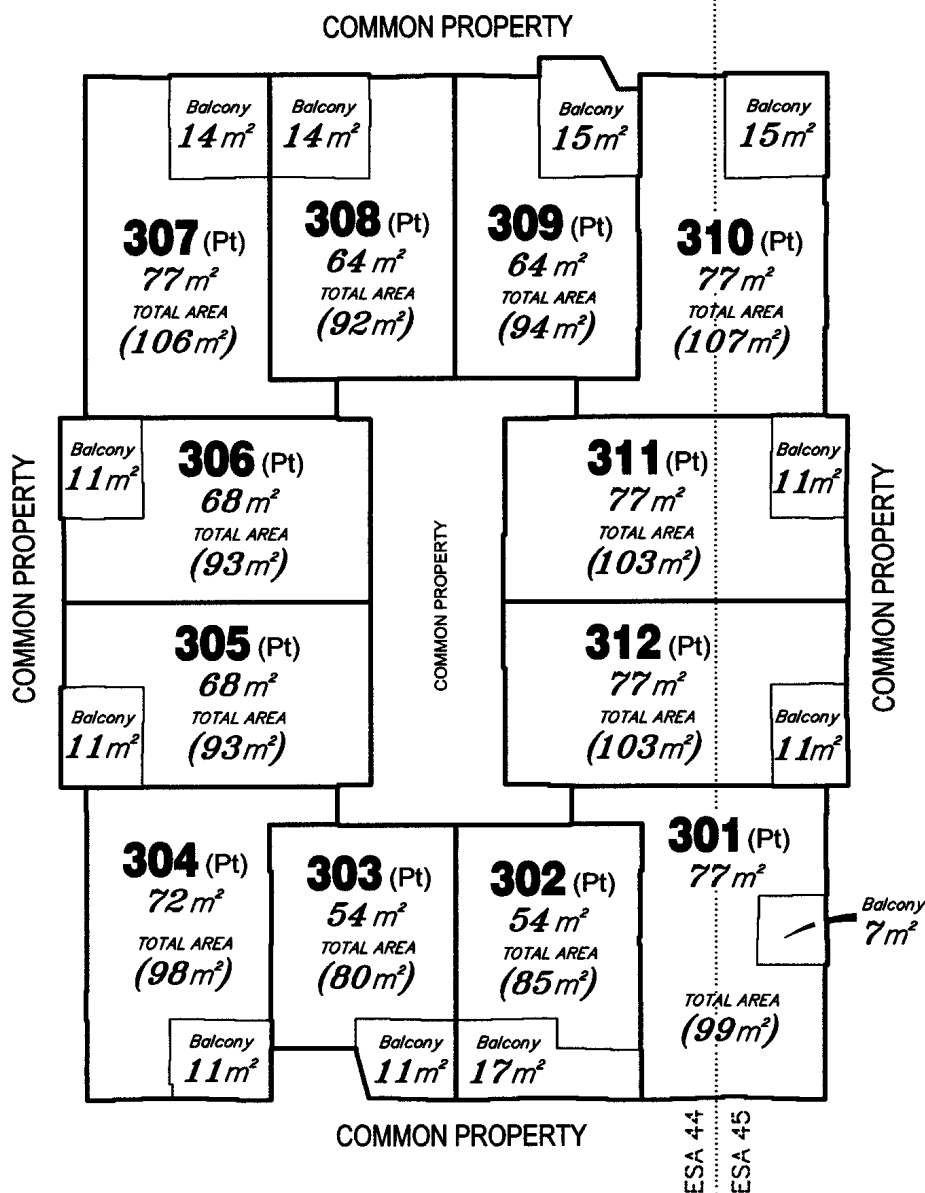
State copyright reserved.

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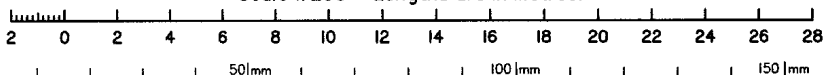
SP209177

LEVEL H

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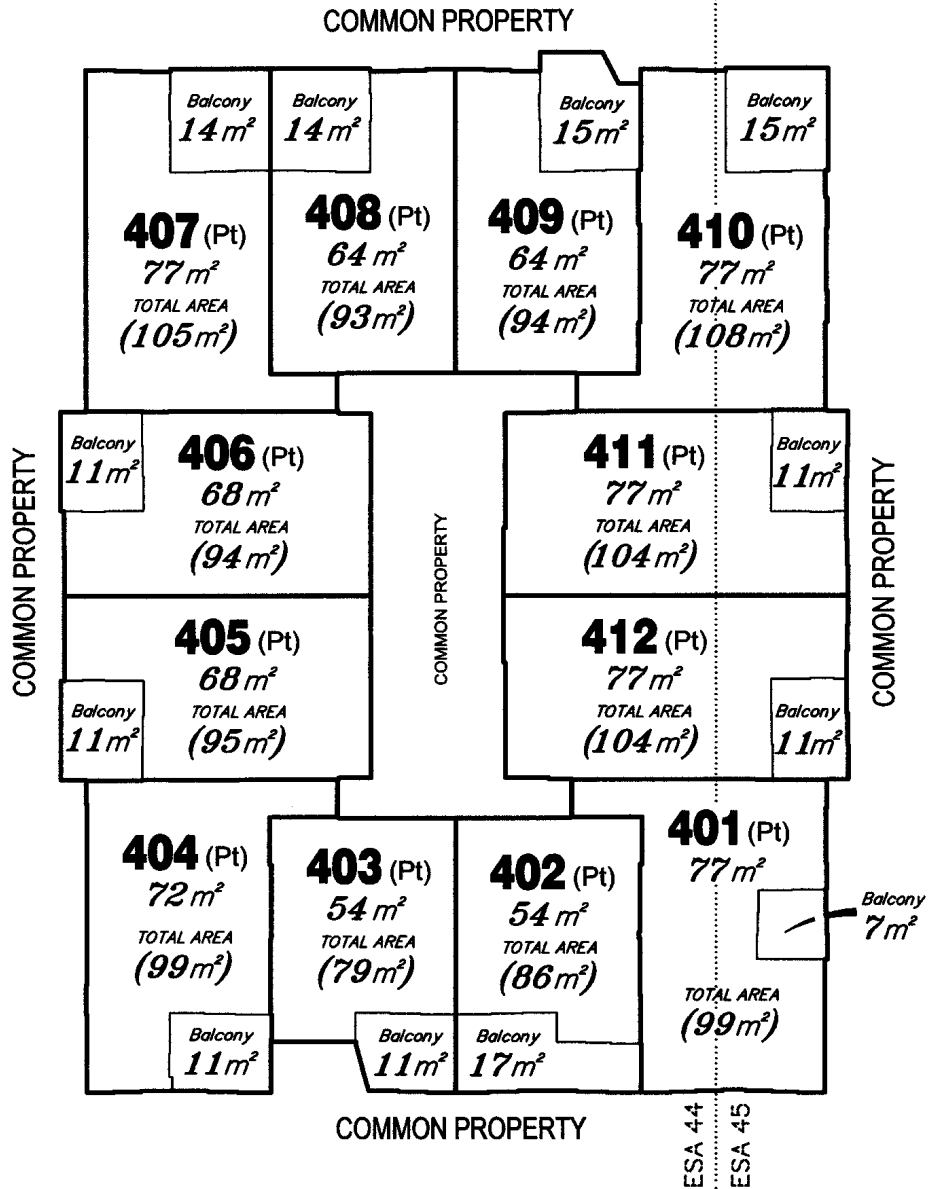
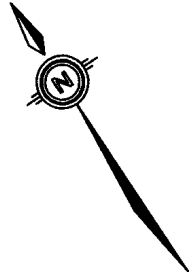
State copyright reserved.

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Plan
Number

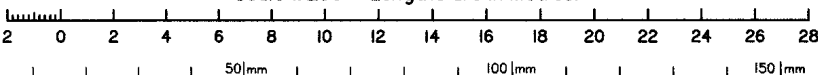
SP209177

LEVEL I

Scale 1:200



Scale 1:200 – Lengths are in Metres.

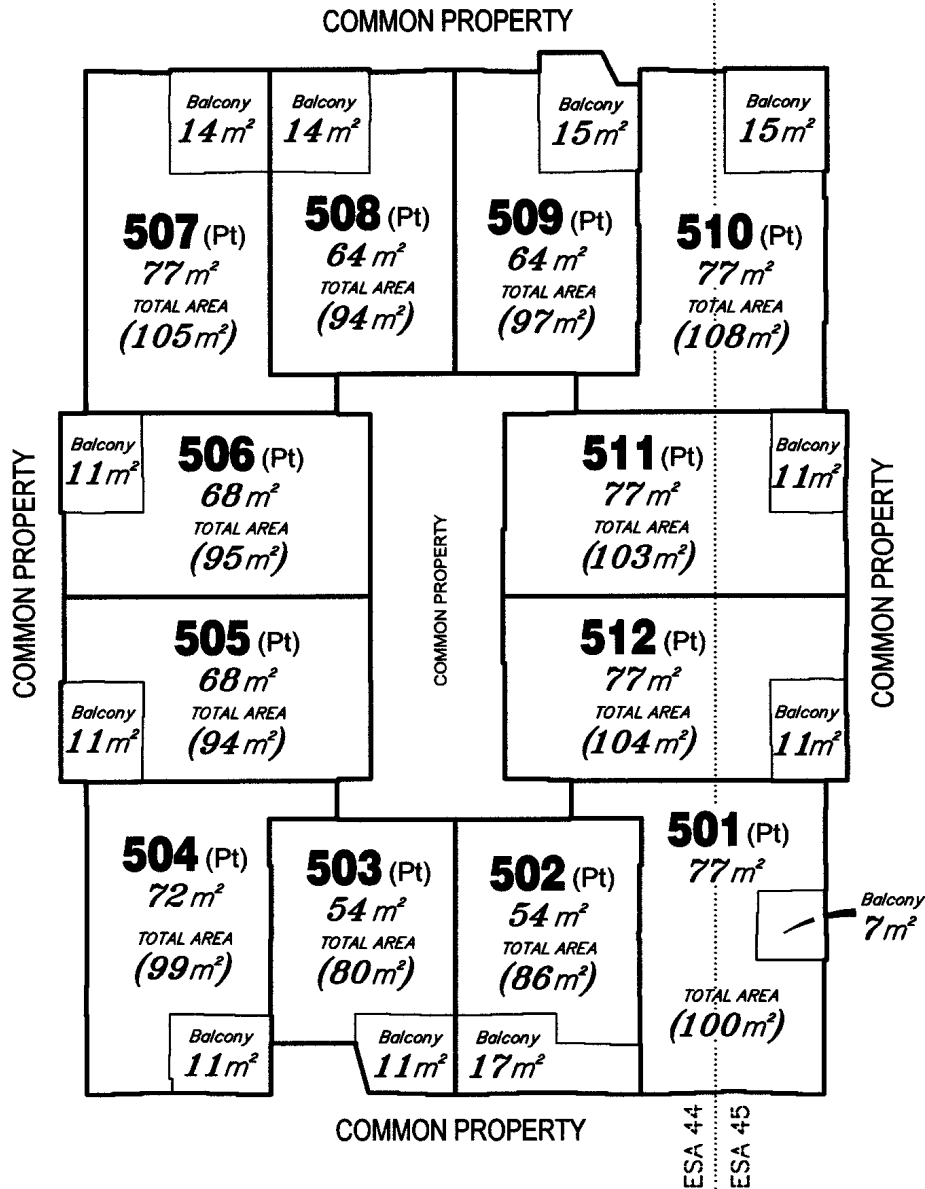
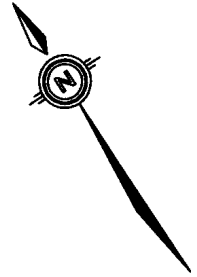


State copyright reserved.

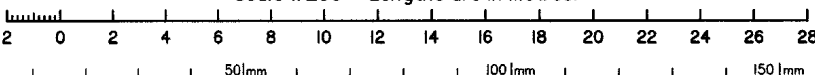
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LEVEL J

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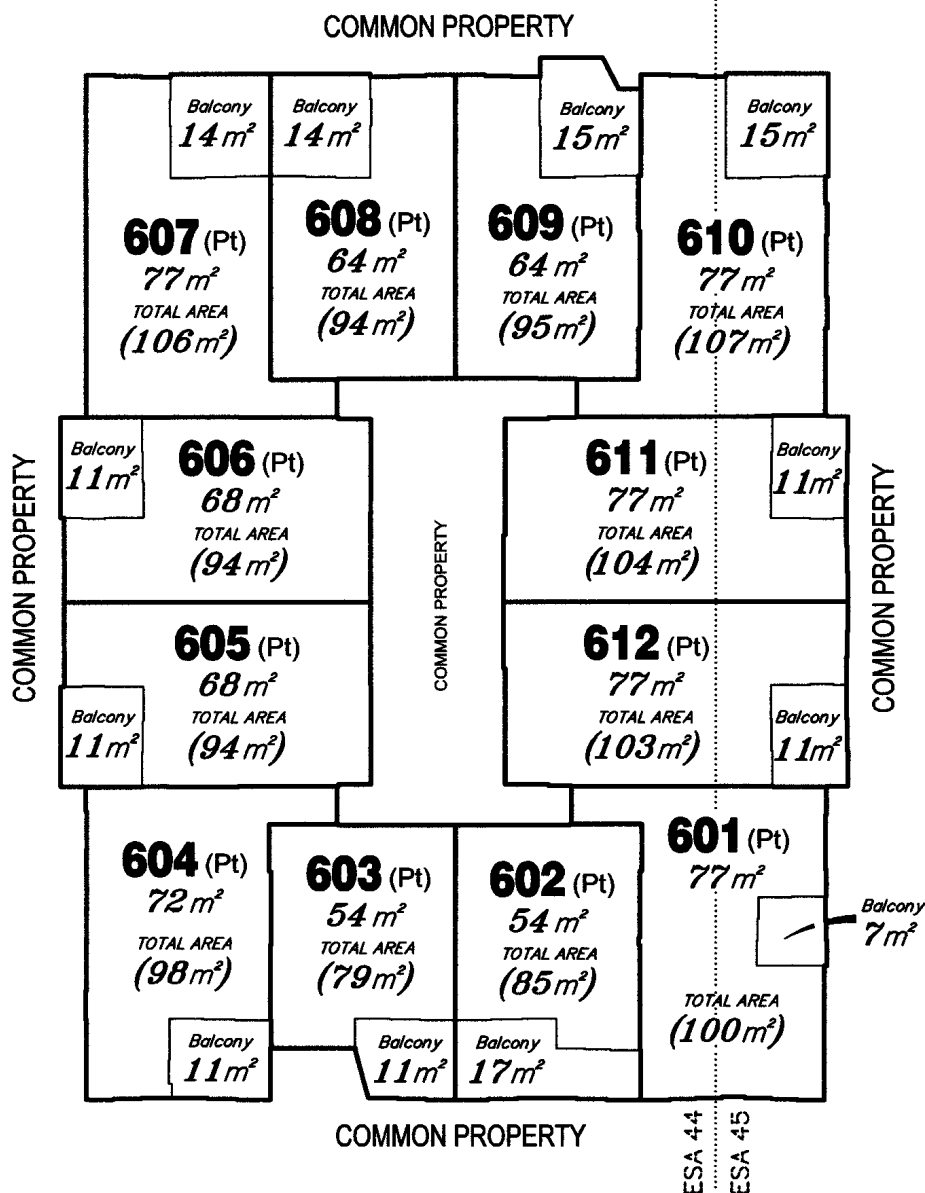


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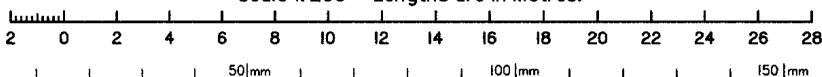
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LEVEL K

Scale 1:200



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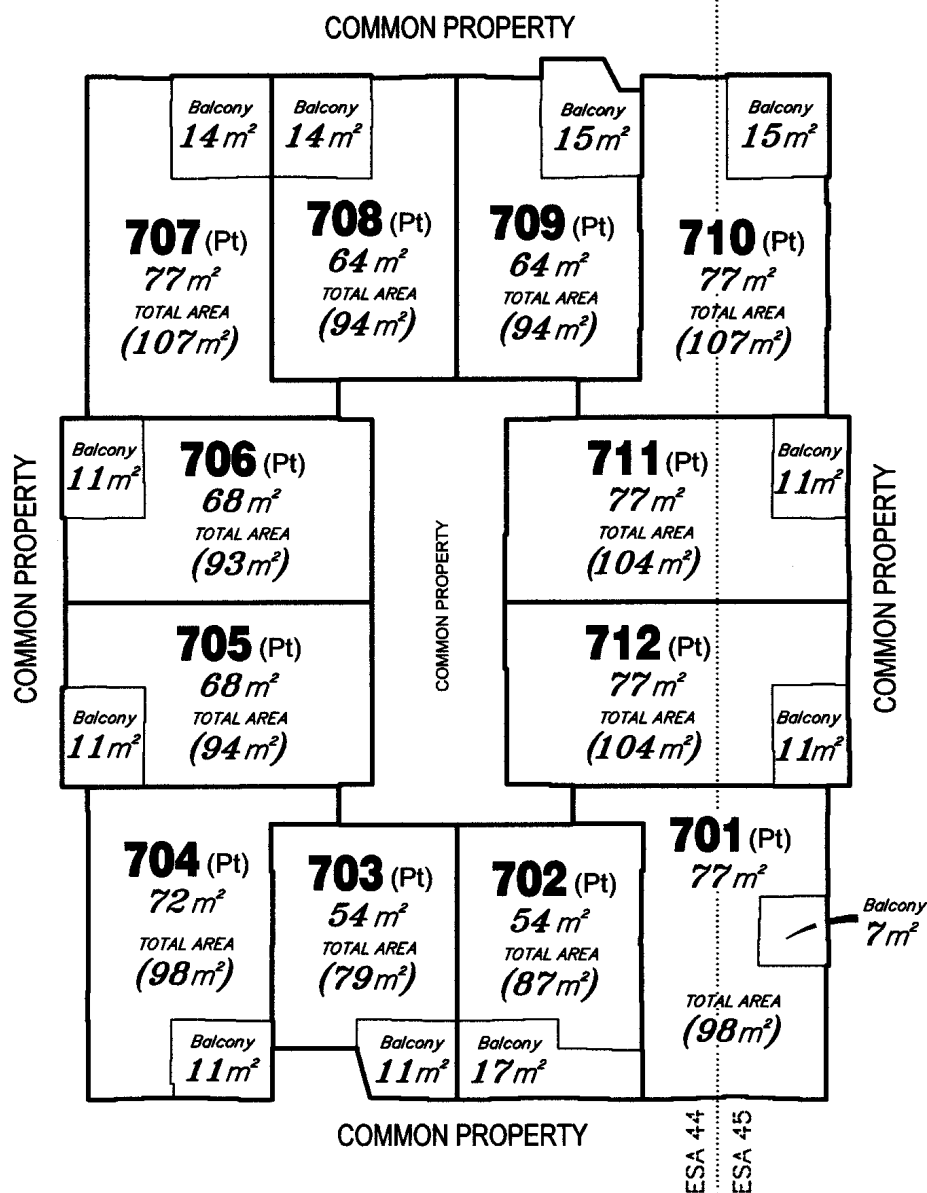
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Plan
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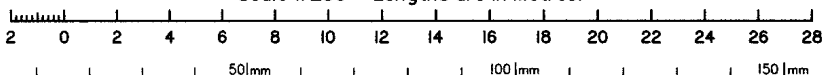
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LEVEL L

Scale 1:200



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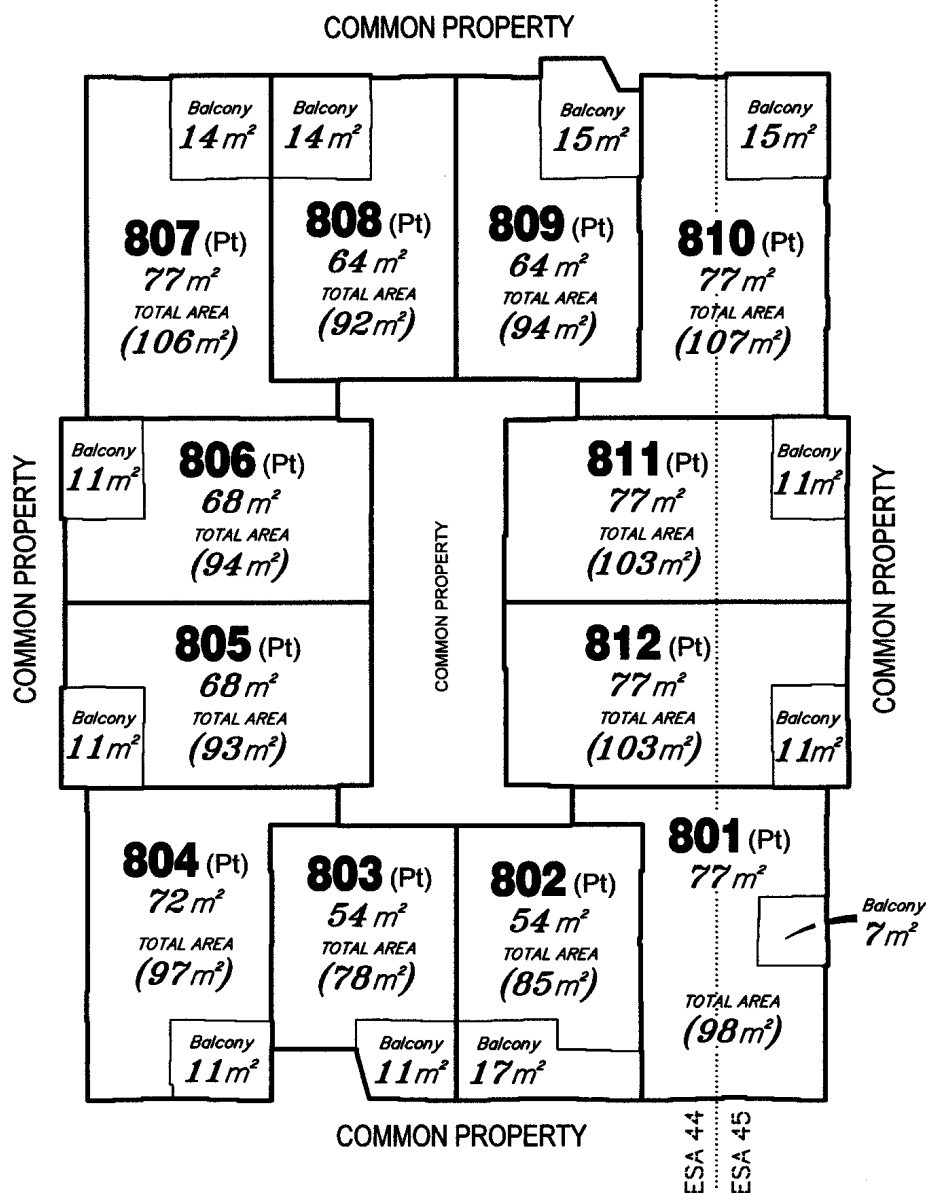
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Insert
Plan
Number

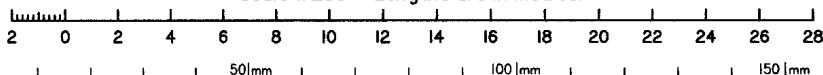
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LEVEL M

Scale 1:200



Scale 1: 200 – Lengths are in Metres.



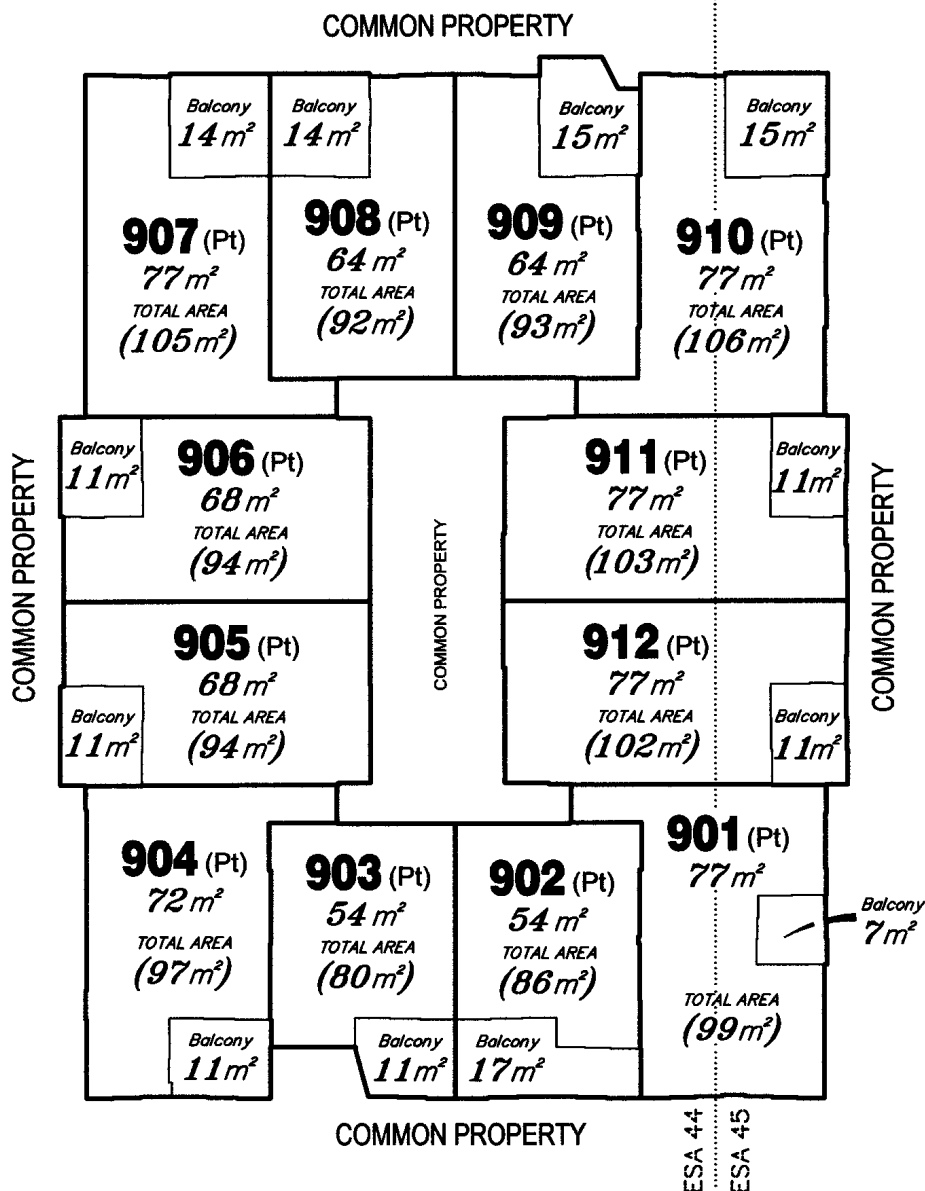
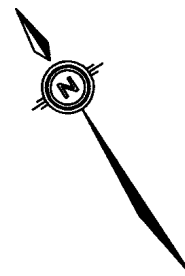
State copyright reserved.

**Insert
Plan
Number**

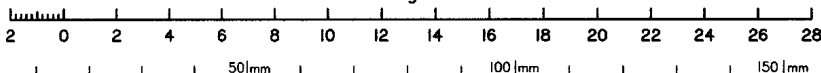
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LEVEL N

Scale 1:200



Scale 1:200 – Lengths are in Metres.



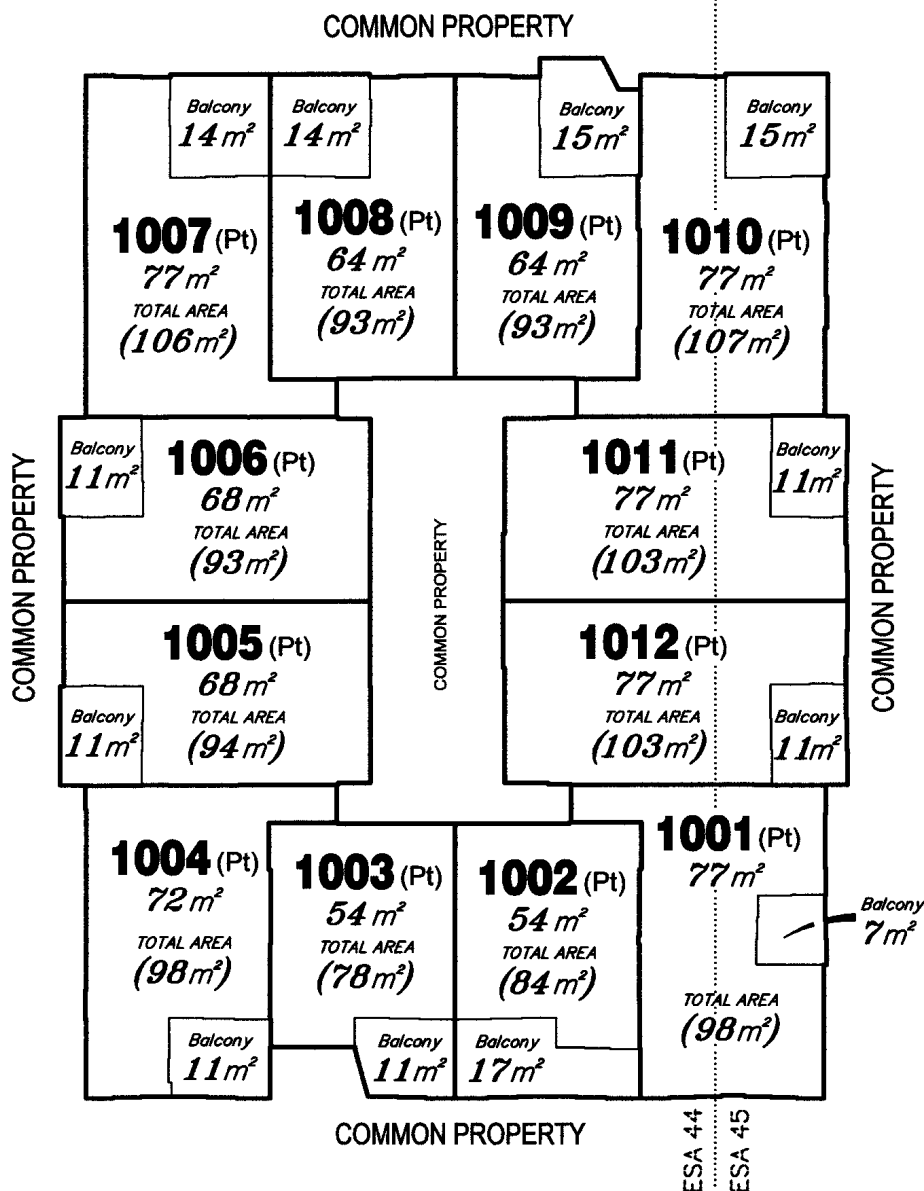
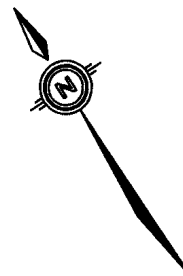
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Insert
Plan
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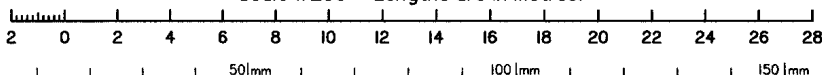
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LEVEL O

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Scale 1:200 – Lengths are in Metres.

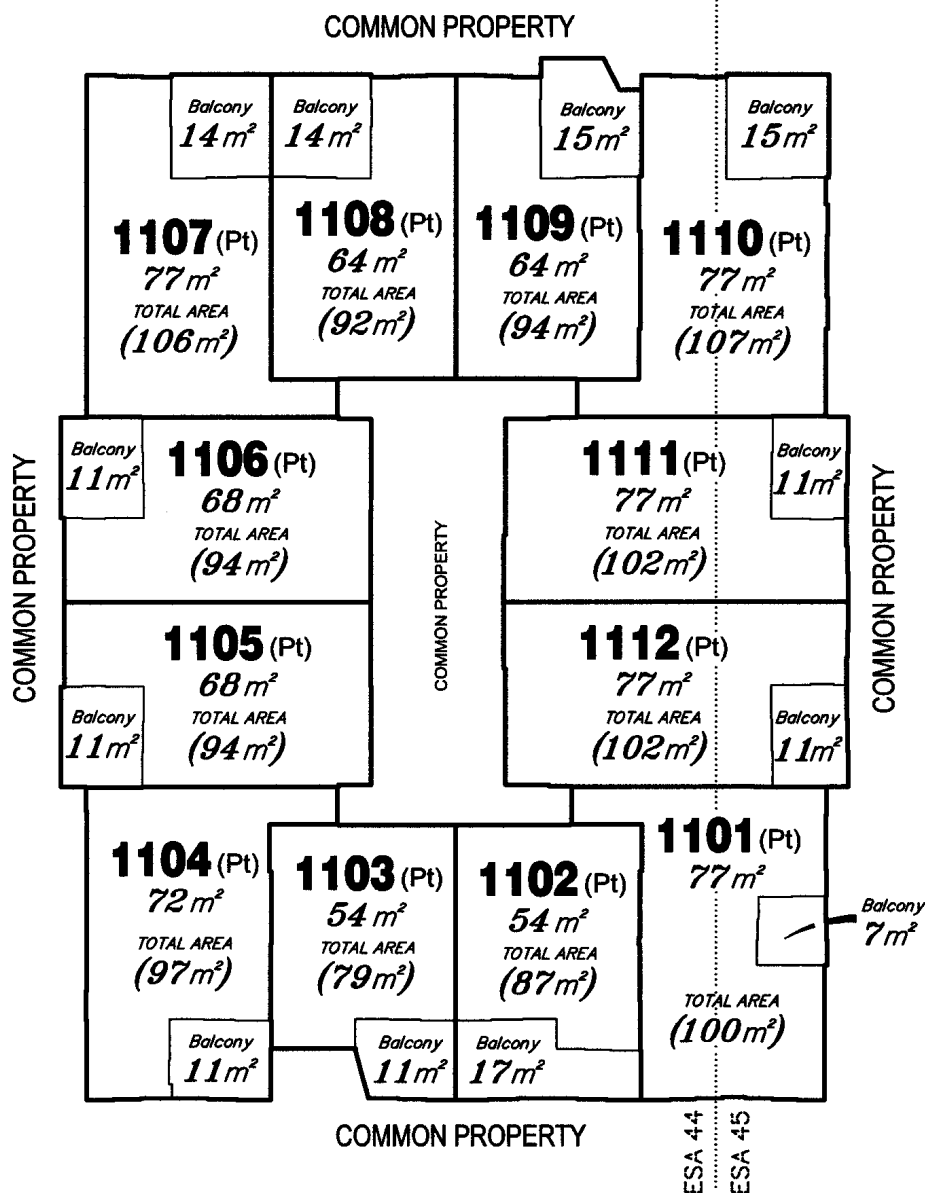
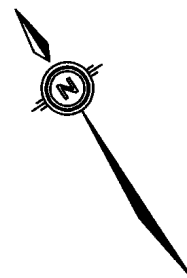


State copyright reserved.

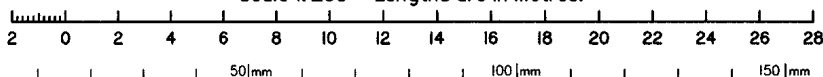
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LEVEL P

Scale 1:200



Scale 1: 200 – Lengths are in Metres.



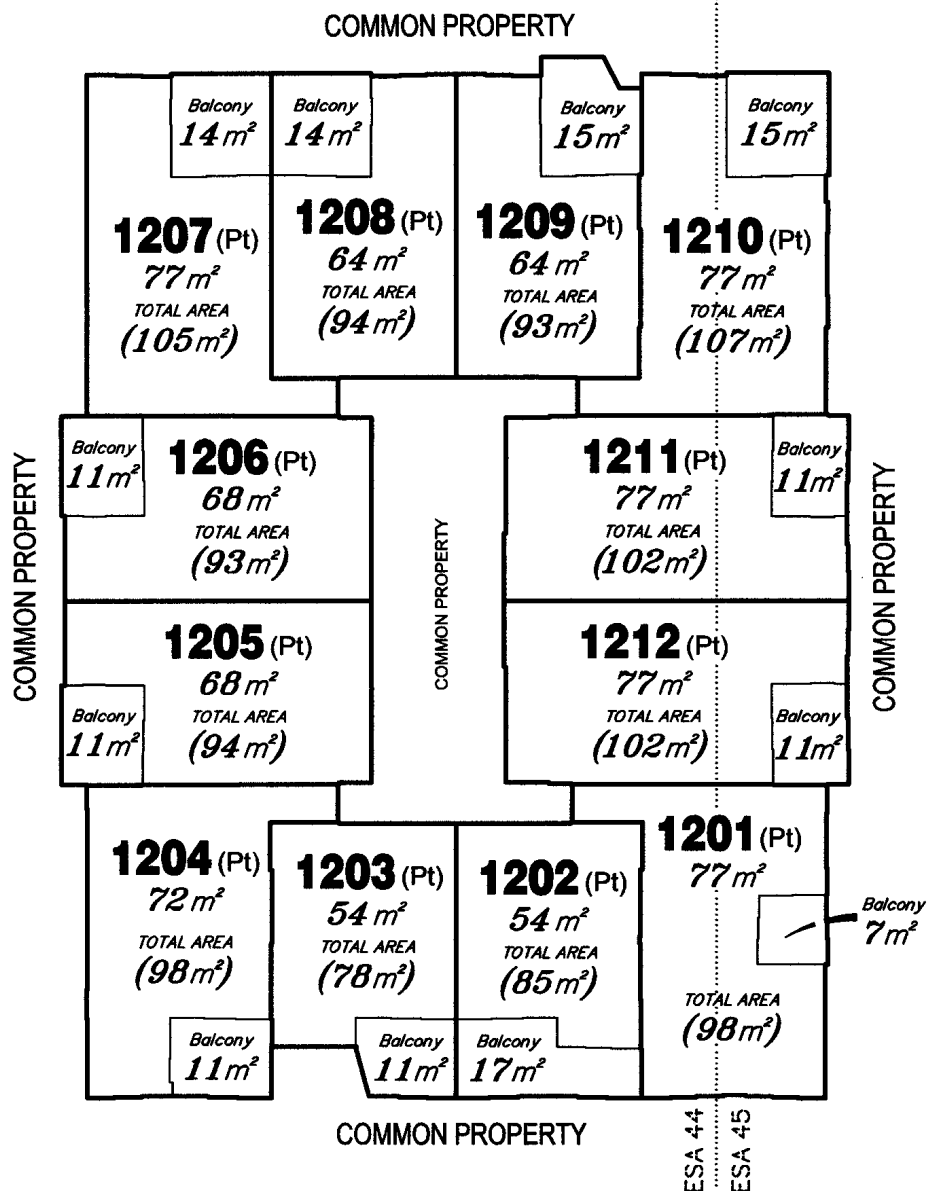
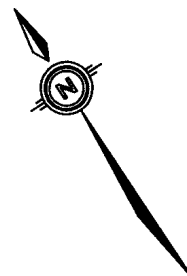
State copyright reserved.

Insert
Plan
Number

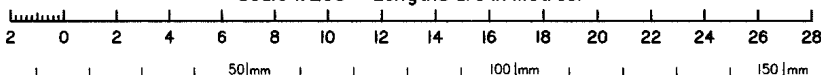
SP209177

LEVEL Q

Scale 1:200



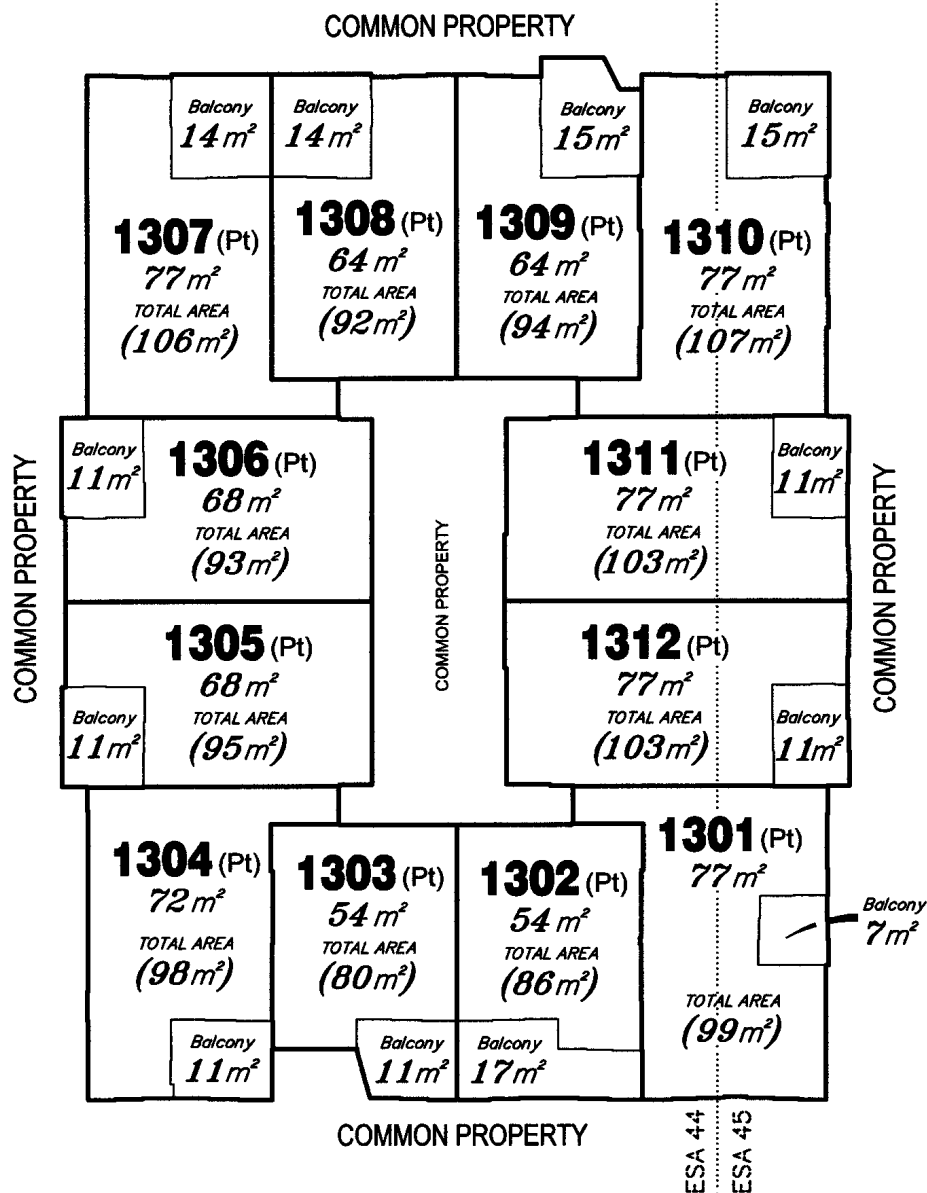
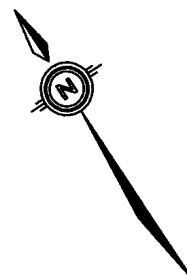
Scale 1:200 – Lengths are in Metres.



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Insert Plan Number **SP209177**

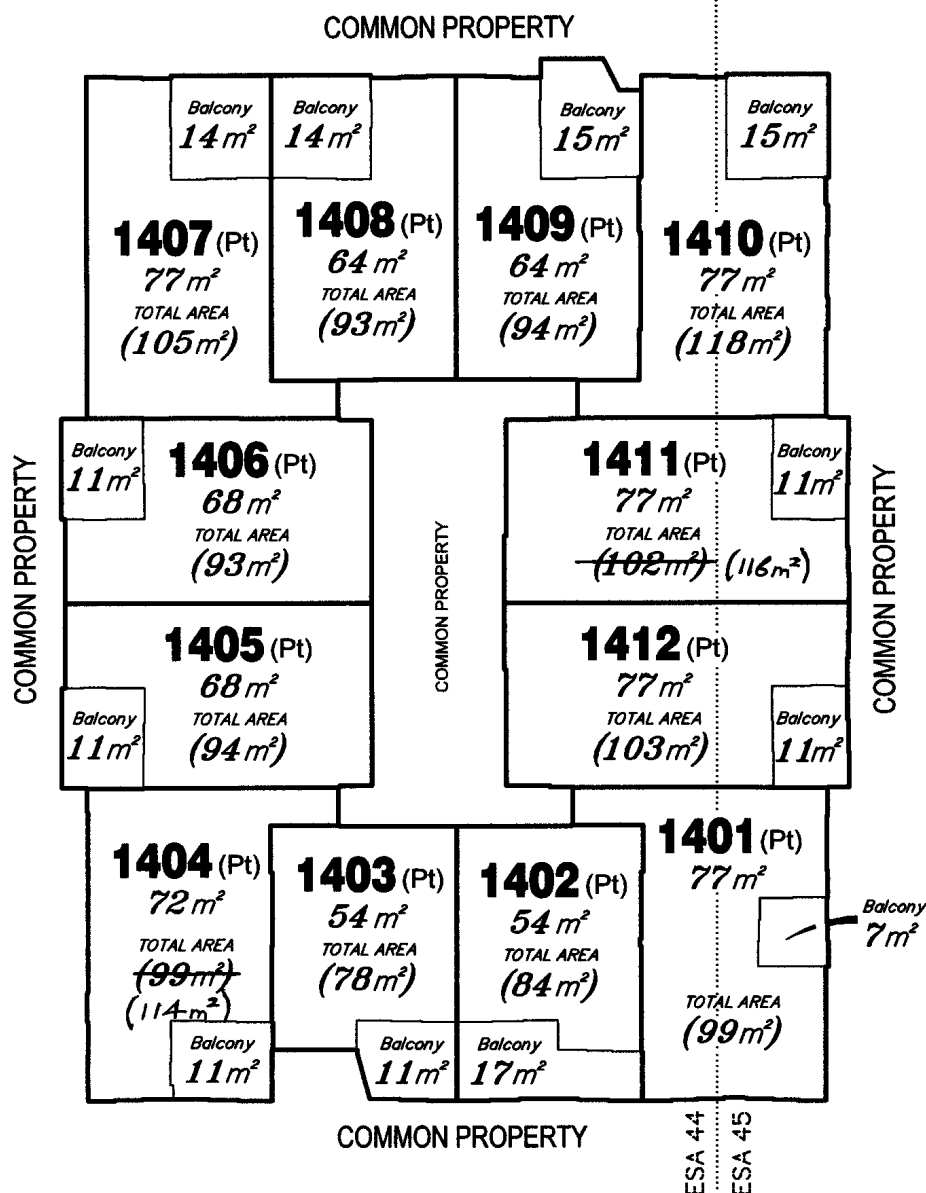
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**Insert
Plan
Number**

SP209177

Scale 1:200

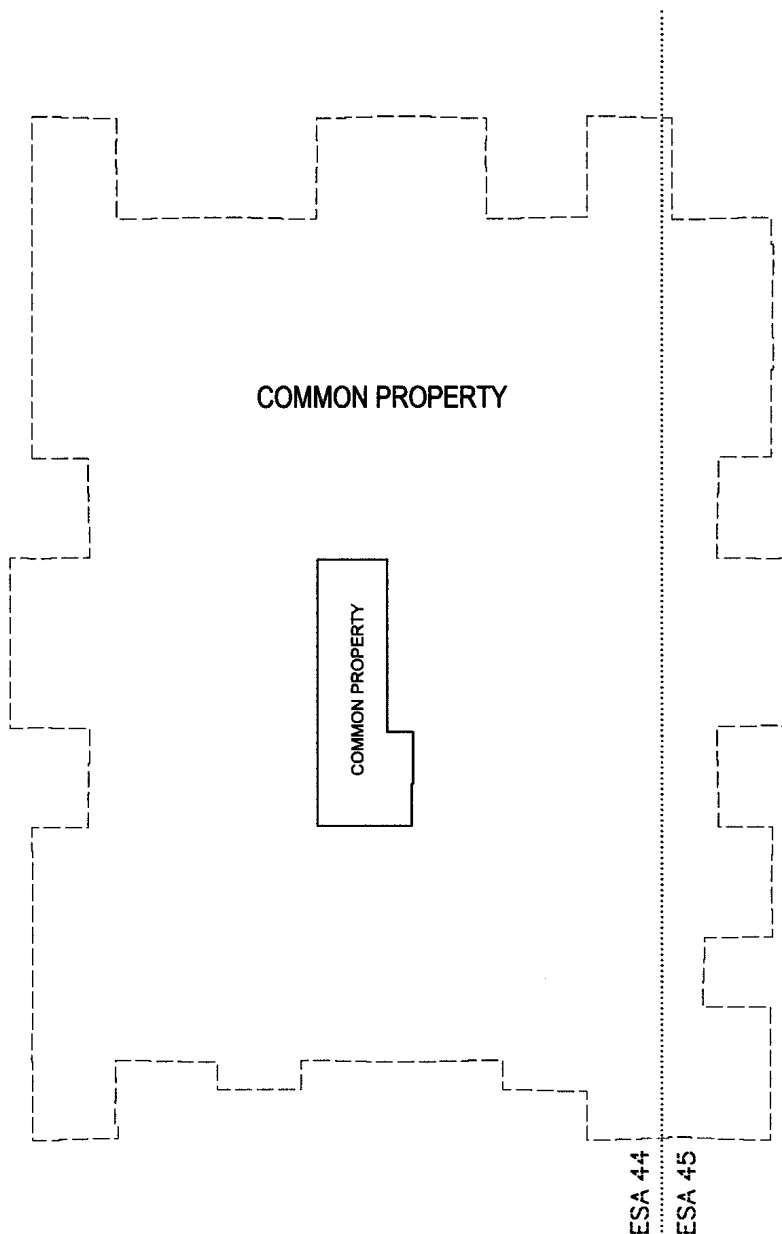
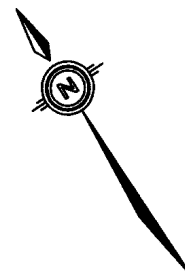


50mm 100mm 150mm

Insert
Plan
Number **SP209177**

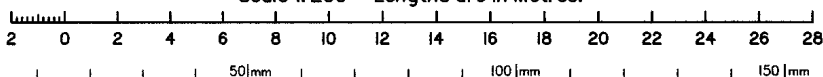
LEVEL T

Scale 1:200



 DENOTES LEVEL BELOW

Scale 1:200 – Lengths are in Metres.



State copyright reserved.

Insert
Plan
Number **SP209177**

A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool.
This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

1. Pool safety certificate number

Certificate number:

PSC0170945

2. Location of the swimming pool

Lot/s on plan details are usually shown on the title documents and rates notices

Street address:

18 THORN ST

KANGAROO POINT QLD

Postcode

Lot and plan details:

9999/SP/209177

Local government area:

BRISBANE CITY

3. Exemptions or alternative solutions for the swimming pool (if known and applicable)

If it is known that an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

No disability exemption applies; No impracticality exemption applies

No alternative solution applies

4. Shared pool or non-shared pool

Shared pool



Non-shared pool


5. Pool safety certificate validity

Effective date:

0 6 / 0 4 / 2 0 2 3

Expiry date:

0 6 / 0 4 / 2 0 2 4

6. Certification

This certificate states that the pool safety inspector has inspected the regulated pool and is satisfied that the pool is a complying pool under the *Building Act 1975*.

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name:

ANDREW LESLIE HUNT

Pool safety inspector
licence number:

PS101169

Signature:


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

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. Gates and doors giving access to the pool must always be kept securely closed while they are not in use. High penalties apply for non-compliance. It is essential that parents and carers carefully supervise young children around swimming pools at all times. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit www.qbcc.qld.gov.au/your-property/swimming-pools/pool-safety-standard for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

Privacy statement

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

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

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



\$110.00

Eagle Body Corporate Management

084846 307609347

| | |
|------|----------------|
| From | ANZ One Offset |
|------|----------------|

| | |
|---------|----------------------|
| Message | Disclosure Statement |
|---------|----------------------|

| | |
|------|----------|
| Ref. | Lot 0402 |
|------|----------|

| | |
|------|------------------|
| Date | 24 February 2024 |
|------|------------------|

| | |
|---------|--------|
| Receipt | 237424 |
|---------|--------|

CERTIFICATE OF COMPLETION

Date Generated: 28/02/2024



Document Details

Subject: SignAnything - BC Disclosure Statement 18 Thorn St, KP

Document Pages: 81

Certificate Pages: 1

Status: Signed

Exchanged by: Not Applicable

Exchange Date: Not Applicable

No. of Signatures: 1

Signature Logs

Signer: Mario Rossi

Email Address: m.rossi@imageproperty.com.au

Status: Signed

IP Address: 14.202.23.22

Supervised By: Mario Rossi

Email Sent Date:

Signed Date: 28/2/2024

Signature: *Mario Rossi*

Signer:

Email Address:

Status:

IP Address:

Supervised By:

Email Sent Date:

Signed Date:

Signature:

Signer:

Email Address:

Status:

IP Address:

Supervised By:

Email Sent Date:

Signed Date:

Signature:

Contract for Residential Lots in a Community Titles Scheme

Fourteenth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of Residential Lots in a Community Titles Scheme in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.

The Seller and Buyer agree to sell and buy the Property under this contract.

REFERENCE SCHEDULE

Contract Date: _____

If no date is inserted, the Contract Date is the date on which the last party signs the Contract

SELLER'S AGENT

NAME: _____

ABN: _____

LICENCE NO: _____

ADDRESS: _____

SUBURB: _____

STATE: _____

POSTCODE: _____

PHONE: _____

MOBILE: _____

FAX: _____

EMAIL: _____

SELLER

NAME: _____

ABN: _____

ADDRESS: _____

SUBURB: _____

STATE: _____

POSTCODE: _____

PHONE: _____

MOBILE: _____

FAX: _____

EMAIL: _____

NAME: _____

ABN: _____

ADDRESS: _____

SUBURB: _____

STATE: _____

POSTCODE: _____

PHONE: _____

MOBILE: _____

FAX: _____

EMAIL: _____

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: _____

REF: _____

CONTACT: _____

ADDRESS: _____

SUBURB: _____

STATE: _____

POSTCODE: _____

PHONE: _____

MOBILE: _____

FAX: _____

EMAIL: _____

INITIALS (Note: initials not required if signed with Electronic Signature)

000026735069

BUYER

NAME:

ABN:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

NAME:

ABN:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

BUYER'S AGENT *(If applicable)*

NAME:

ABN:

LICENCE NO:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

BUYER'S SOLICITOR*← or any other solicitor notified to the Seller*

NAME:

REF:

CONTACT:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

PROPERTY

ADDRESS:

SUBURB:

STATE:

POSTCODE:

Description: Lot:

on: ☐ BUP ☐ GTP ☐ SP

Scheme:

Community Titles Scheme:

Title Reference:

Present Use:

Residential Unit

Local Government:**INITIALS** *(Note: initials not required if signed with Electronic Signature)*

000026735069

Excluded Fixtures:

Included Chattels:

PRICE

Deposit Holder:

Deposit Holder's Trust

Account: Bank:

BSB:

Account No:

Cyber Warning

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. Before you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

Purchase Price: \$

← Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

Deposit:

\$

Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

\$

Balance Deposit (if any) payable on:

Default Interest Rate:

%

← If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

FINANCE

Finance Amount: \$

← Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier:

Finance Date:

BUILDING AND/OR PEST INSPECTION DATE:

Inspection Date:

← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

MATTERS AFFECTING PROPERTY

Title Encumbrances:

Is the Property sold subject to any Encumbrances? ☐ No ☐ Yes, listed below:

← **WARNING TO SELLER:** You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title in favour of other land and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

Tenancies:

TENANT'S NAME:

← If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement.

TERM AND OPTIONS:

STARTING DATE OF TERM:

ENDING DATE OF TERM:

RENT:

BOND:

\$

\$

INITIALS (Note: initials not required if signed with Electronic Signature)

000026735069

Managing Agent:

AGENCY NAME:

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

POOL SAFETY FOR NON-SHARED POOLS*Complete the following questions if there is a non-shared pool in the Lot***Q1.** Is there a non-shared pool on the Lot?

- ☐ Yes
☐ No

← **WARNING TO SELLER:** Under clause 5.3(1)(e) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract.

Q2. If the answer to Q1 is Yes, is there a Pool Compliance Certificate for the non-shared pool at the time of contract?

- ☐ Yes
☐ No

STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS

The Seller gives notice to the Buyer of the following matters:

(a) Latent or Patent Defects in Common Property or Body Corporate Assets (section 223(a)(b))***(b)** Actual or Contingent or Expected Liabilities of Body Corporate (section 223(2)(c)(d))***(c)** Circumstances in Relation to Affairs of Body Corporate (section 223(3))***(d)** Exceptions to Warranties in clause 7.4(4)***(e)** Proposed Body Corporate Resolutions (clause 8.4)***Include in attachment if insufficient space*

← **WARNING TO SELLER:** The Body Corporate and Community Management Act 1997 and the Contract include warranties by the Seller about the Body Corporate and the Scheme land. Breach of a warranty may result in a damages claim or termination by the Buyer. Seller should consider whether to carry out an inspection of the Body Corporate records to complete this section.

ADDITIONAL BODY CORPORATE INFORMATION

Interest Schedule Lot Entitlement of Lot:

Aggregate Interest Schedule Lot Entitlement:

Contribution Schedule Lot Entitlement of Lot:

Aggregate Contribution Schedule Lot Entitlement:

INITIALS (Note: initials not required if signed with Electronic Signature)

000026735069

INSURANCE POLICIES

Insurer: _____ Policy No: _____

Building: _____

Public Liability: _____

Other: _____

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM *This section must be completed unless the Lot is vacant*

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:
(select whichever is applicable)

- ☐ installed in the residence
- ☐ not installed in the residence

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:
(select whichever is applicable)

- ☐ installed in the residence
- ☐ not installed in the residence

← **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

← **WARNING:** Under clause 7.8 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Lot. Failure to do so is an offence under the Fire and Emergency Services Act 1990.

NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

The Seller gives notice to the Buyer in accordance with section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* that the Land:

(select whichever is applicable)

- ☐ is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Lot or
- ☐ is affected by an application to, or an order made by, QCAT in relation to a tree on the Lot, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

← **WARNING:** Failure to comply with section 83 *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Lot for a creditable purpose?
(select whichever is applicable)

- ☐ Yes
- ☐ No

[Note: An example of an acquisition for a creditable purpose would be the purchase of the Land by a building contractor, who is registered for GST, for the purposes of building a house on the Land and selling it in the ordinary course of its business.]

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:

(select whichever is applicable)

- ☐ the Buyer *is not* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
- ☐ the Buyer *is* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

← **WARNING:** the Buyer warrants in clause 2.5(6) that this information is true and correct.

← **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

SPECIAL CONDITIONS

SETTLEMENT

Settlement Date:

← or any later date for settlement in accordance with clauses 6.2, 6.3, 10.5, 11.4 or any other provision of this Contract.

WARNING: The Settlement Date as stated may change. Read clauses 6.2, 6.3, 10.5 and 11.4. If you require settlement on a particular date, seek legal advice prior to signing.

Place for Settlement:

← If Brisbane is inserted, or this is not completed, this is a reference to Brisbane CBD.

SIGNATURES

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

Buyer: _____

Witness: _____

Buyer: _____

Witness: _____

By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

(Note: No witness is required if the Buyer signs using an Electronic Signature)

Seller: _____

Witness: _____

Seller: _____

Witness: _____

By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

(Note: No witness is required if the Seller signs using an Electronic Signature)

INITIALS (Note: initials not required if signed with Electronic Signature)

000026735069

TERMS OF CONTRACT FOR RESIDENTIAL LOTS IN A COMMUNITY TITLES SCHEME

1. DEFINITIONS

1.1 In this contract, terms in **bold** in the Reference Schedule and the Disclosure Statement have the meanings shown opposite them and unless the context otherwise requires:

- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).
- (f) **"Body Corporate"** means the body corporate of the Scheme;
- (g) **"Body Corporate Debt"** has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (h) **"Body Corporate Levies"** means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
- (i) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (j) **"Building"** means any building that forms part of the Lot or in which the Lot is situated;
- (k) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (l) **"Business Day"** means a day other than:
 - (i) a Saturday or Sunday
 - (ii) a public holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive).
- (m) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (n) **"Contract Date"** or **"Date of Contract"** means:
 - (i) the date inserted in the Reference Schedule as the Contract Date; or
 - (ii) if no date is inserted, the date on which the last party signs this contract;
- (o) **"Court"** includes any tribunal established under statute;
- (p) **"Digitally Sign"** and **"Digital Signature"** have the meaning in the ECNL;
- (q) **"Disclosure Statement"** means the statement under section 206 (existing lot) or section 213 (proposed lot) of the *Body Corporate and Community Management Act 1997*;
- (r) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
- (s) **"Electronic Conveyancing Documents"** has the meaning in the *Land Title Act 1994*;
- (t) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (u) **"Electronic Settlement"** means settlement facilitated by an ELNO System;
- (v) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (w) **"Electronic Workspace"** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (x) **"ELNO"** has the meaning in the ECNL;
- (y) **"ELNO System"** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (z) **"Encumbrances"** includes:
 - (i) unregistered encumbrances
 - (ii) statutory encumbrances; and
 - (iii) Security Interests.
- (aa) **"Essential Term"** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
 - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a) – (e), 5.5 and 6.1;
 but nothing in this definition precludes a Court from finding other terms to be essential;
- (bb) **"Exclusive Use Areas"** means parts of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (cc) **"Extension Notice"** means a notice under clause 6.2(1);
- (dd) **"Financial Institution"** means a Bank, Building Society or Credit Union;
- (ee) **"Financial Settlement"** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (ff) **"Financial Settlement Schedule"** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (gg) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (hh) **"GST"** means the goods and services tax under the *GST Act*;
- (ii) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (jj) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (kk) **"Improvements"** means all fixed structures in the Lot (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (ll) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (mm) **"Land"** means the scheme land for the Scheme;

INITIALS (Note: initials not required if signed with Electronic Signature)

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(nn) “**Outgoings**” means:

- (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax; and
- (ii) Body Corporate Levies.

(oo) “**Pest Inspector**” means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;

(pp) “**Pool Compliance Certificate**” means:

- (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
- (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
- (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;

(qq) “**PPSR**” means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);

(rr) “**Property**” means:

- (i) the Lot;
- (ii) the right to any Exclusive Use Areas;
- (iii) the Improvements;
- (iv) the Included Chattels;

(ss) “**Regulation Module**” means the regulation module for the Scheme;

(tt) “**Rent**” means any periodic amount, including outgoings, payable under the Tenancies;

(uu) “**Reserved Items**” means the Excluded Fixtures and all Chattels in the Lot and Exclusive Use Areas other than the Included Chattels;

(vv) “**Scheme**” means the community titles scheme containing the Lot;

(ww) “**Security Interests**” means all security interests registered on the PPSR over Included Chattels and Improvements;

(xx) “**Services**” means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;

(yy) “**Smoke Alarm Requirement Provision**” has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;

(zz) “**Special Contribution**” means an amount levied by the Body Corporate under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate.

(aaa) “**Transfer Documents**” means:

- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
- (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;

(bbb) “**Transport Infrastructure**” has the meaning defined in the *Transport Infrastructure Act 1994*; and

(ccc) “**Withholding Law**” means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

1.2 Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in this contract unless the context indicates otherwise.

2. PURCHASE PRICE

2.1 GST

- (1) Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.
- (2) If a party is required to make any other payment or reimbursement under this contract, that payment or reimbursement will be reduced by the amount of any input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled.

2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.2(4), if the Buyer:
 - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
 - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
 - (c) does not take any action to defer the payment to the Deposit Holder to a later day,the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.2(3) but the Deposit Holder has not received the payment by the due date:
 - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
 - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.2(4)(a) is given to the Buyer then clause 2.2(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.3 Investment of Deposit

If:

- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
 - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
 - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;
 - (b) if this contract is terminated without default by the Buyer, the Buyer;
 - (c) if this contract is terminated owing to the Buyer's default, the Seller.

- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by Bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, reference to a "Bank cheque" in clause 2.5:
 - (a) includes a cheque drawn by a Building Society or Credit Union on itself;
 - (b) does not include a cheque drawn by a Building Society or Credit Union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
 - (a) the sale is not an excluded transaction under section 14-215 of the Withholding Law; and
 - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
 - (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
 - (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
 - (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
- (a) the Property includes items in addition to the Lot and Improvements; and
 - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,
- in which case the market value of the Lot and Improvements will be as stated in the valuation.

- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
 - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
 - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
 - (c) on or before settlement, the Buyer must give the Seller copies of:
 - (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount.
 - (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
 - (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

2.6 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with this clause 2.6 and any adjustments paid and received on settlement so that:
 - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
 - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5) and 2.6(17), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority or the Body Corporate advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the interest schedule lot entitlement of the Lot to the aggregate interest schedule lot entitlement of the Scheme; and

- (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then the Seller irrevocably directs the Buyer to draw a bank cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Seller irrevocably directs the Buyer to draw a bank cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority or the Body Corporate, as appropriate. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9) and 2.6(10).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The Seller is liable for:
 - (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
 - (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.

The Buyer is liable for any Special Contribution levied after the Contract Date.
- (13) If an amount payable by the Seller under clause 2.6(12) is unpaid at the Settlement Date, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (14) For the purposes of clause 2.6(12), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.
- (15) The cost of Bank cheques payable at settlement:
 - (a) to the Seller or its mortgagee are the responsibility of the Buyer; and

- (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement.

- (16) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank Cheque without the consent of the Buyer.
- (17) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
 - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
 - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicably provide the updated information to the Buyer.

3. FINANCE

- 3.1 This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2 The Buyer must give notice to the Seller that:
 - (1) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
 - (2) the finance condition has been either satisfied or waived by the Buyer.
- 3.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4 The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

4. BUILDING AND PEST INSPECTION REPORTS

- 4.1 This contract is conditional on the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- 4.2 The Buyer must give notice to the Seller that:
 - (a) a satisfactory Inspector's report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - (b) clause 4.1 has been either satisfied or waived by the Buyer.
- 4.3 If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- 4.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5 The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.

5. SETTLEMENT

5.1 Time and Date

- (1) Settlement must occur:
 - (a) between 9am and 4pm AEST on the Settlement Date; and
 - (b) subject to clause 5.1(2), in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (2) If the Seller has not nominated an office under clause 5.1(1)(b) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 61(2)(c) of the *Property Law Act 1974* applies.

5.2 Transfer Documents

- (1) The Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date.
- (2) If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.

5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
 - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
 - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
 - (d) if there are Tenancies:
 - (i) the Seller's copy of any Tenancy agreements;
 - (ii) a notice to each tenant advising of the sale in the form required by law; and
 - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
 - (e) a copy of a current Pool Compliance Certificate for each regulated pool on the Lot unless:
 - (i) the Seller has done this before settlement; or
 - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract.
- (2) If the Keys are not required to be delivered at settlement under clause 5.3(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

5.4 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer the benefit of all:

- (1) covenants by the tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies; and
- (3) manufacturers' warranties regarding the Included Chattels;

(4) builders' warranties on the Improvements; to the extent that they are assignable and the Buyer accepts the assignment. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

5.5 Possession of Property and Title to Included Chattels

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and Exclusive Use Areas except for the Tenancies. Title to the Included Chattels passes at settlement.

5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

6. TIME

6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement.

6.2 Extension of Settlement Date

- (1) Either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.
- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
 - (a) by agreement of the parties; or
 - (b) under clause 6.3 or 11.4,but excludes any extension of the Settlement Date as a result of the operation of this clause 6.2.

6.3 Delay Event

- (1) This clause 6.3 applies if a party is unable to perform a settlement obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
 - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
 - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.

- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.3(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
 - (a) that the Suspension Period has ended; and
 - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date;
 - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.3:
 - (a) **"Affected Party"** means a party referred to in clause 6.3(1);
 - (b) **"Delay Event"** means:
 - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 - (ii) riot, civil commotion, war, invasion or a terrorist act;
 - (iii) an imminent threat of an event in paragraphs (i) or (ii); or
 - (iv) compliance with any lawful direction or order by a Government Agency; or
 - (v) if clause 2.5 applies, the computer system operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative;
 - (c) **"Government Agency"** means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
 - (d) **"Settlement Obligations"** means, in the case of the Buyer, its obligations under clauses 2.5(1), 2.5(5)(b) and (c) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) - (e) and 5.5;
 - (e) **"Suspension Period"** means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a settlement obligation solely as a consequence of a Delay Event.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

- (1) the *Body Corporate and Community Management Act 1997* and the by-Laws of the Body Corporate; and
- (2) any reservations or conditions on the title or the original Deed of Grant.

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances, Tenancies, statutory easements implied by part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

7.4 Seller's Warranties

- (1) The Seller's warranties in clauses 7.4(2), 7.4(3) and 7.4(4) apply except to the extent disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.
- (2) The Seller warrants that at the Contract Date:
 - (a) there is no outstanding notice under section 246AG, 247 or 248 of the *Building Act 1975* or section 167 or 168 of the *Planning Act 2016* that affects the Property;
 - (b) the Seller has not received any communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(2)(a) or a notice or order referred to in clause 7.6(1);
 - (c) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
 - (d) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Land;
 - (e) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (3) The Seller warrants that at settlement:
 - (a) it will be the registered owner of an estate in fee simple in the Lot and will own the Improvements and Included Chattels;
 - (b) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (c) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (4) The Seller warrants that at the Contract Date:
 - (a) there is no unregistered lease, easement or other right capable of registration and which is required to be registered to give indefeasibility affecting the common property or Body Corporate assets;
 - (b) there is no proposal to record a new community management statement for the Scheme and it has not received a notice of a meeting of the Body Corporate to be held after the Contract Date or notice of any proposed resolution or a decision of the Body Corporate to consent to the recording of a new community management statement for the Scheme;
 - (c) all Body Corporate consents to improvements made to common property and which benefit the Lot, or the registered owner of the Lot, are in force; and
 - (d) the Additional Body Corporate Information is correct (if completed).
- (5) If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.
- (6) If:
 - (a) the Seller breaches a warranty in clause 7.4(4); or
 - (b) the Additional Body Corporate Information is not completed;
 and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (7) Clauses 7.4(5) and 7.4(6) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

- (8) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If:
- (a) there is an error in the boundaries or area of the Lot;
 - (b) there is an encroachment by structures onto or from the Lot that is not protected by statutory easement under Part 6A of the *Land Title Act 1994*; or
 - (c) there are Services which pass through the Lot that do not service the Lot and are not:
 - (i) protected by any Encumbrance disclosed to the Buyer in this contract; or
 - (ii) protected by the statutory easements under Part 6A of the *Land Title Act 1994*; or
 - (d) there is a mistake or omission in describing the Lot or the Seller's title to it,
- which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (3) If a matter referred to in clause 7.5(2) is:
- (a) immaterial; or
 - (b) material, but the Buyer elects to complete this contract;
- the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing before settlement.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

7.6 Requirements of Authorities

- (1) Any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property must be fully complied with:
- (a) if issued before the Contract Date: by the Seller before the Settlement Date, unless clause 7.6(4) applies; or
 - (b) if issued on or after the Contract Date: by the Buyer unless clause 7.6(3) applies.
- (2) If the Seller fails to comply with clause 7.6(1)(a), the Buyer is entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt.
- (3) If any notice or order referred to in clause 7.6(1)(b) is required to be complied with before the Settlement Date:
- (a) the Seller must comply with the notice or order; and
 - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,
- unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the notice or order.
- (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:
- (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.

7.7 Property Adversely Affected

- (1) If at the Contract Date:
- (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;

- (c) access to the Land or the Lot, passes unlawfully through other land;
- (d) any Services to the Land or the Lot which pass through other land are not protected by a registered easement, building management statement or statutory authority (including statutory easements under Part 6A of the *Land Title Act 1994*);
- (e) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
- (f) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
- (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
- (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*; or
- (i) there is a charge against the Lot under s104 of the *Foreign Acquisitions and Takeovers Act 1975*,

and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to:
- (a) inspect records held by any authority, including Security Interests on the PPSR, relating to the Property or the Land; and
 - (b) apply for a certificate of currency of the Body Corporate's insurance from any insurer.

7.8 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.8(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyer's only remedy for non-compliance with clause 7.8(1).

7.9 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Lot and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;
- (2) for inspections under clause 4;
- (3) once to inspect the Property before settlement;
- (4) once to value the Property before settlement; and
- (5) once to carry out an inspection for smoke alarms installed in the Property.

8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.
- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

8.4 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
 - (a) any notice it receives of a proposed meeting of the Body Corporate to be held after the Contract Date; and
 - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by:
 - (a) any resolution of the Body Corporate passed after the Contract Date, other than a resolution, details of which are disclosed to the Buyer in this contract; or
 - (b) where the Scheme is a subsidiary scheme, any resolution of a Body Corporate of a higher scheme.
- (3) In clause 8.4(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

8.5 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Lot; and
- (5) further copies or details if those previously given cease to be complete and accurate.

8.6 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
 - (a) create a relationship of landlord and tenant; or
 - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

- (1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.
- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this Contract or any right at law or in equity.

9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
 - (a) any deficiency in price on a resale; and
 - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.
- (2) Any profit on a resale belongs to the Seller.

9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Rate:
 - (a) on any amount payable under this contract which is not paid when due; and
 - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
 - (a) under clause 9.9(1)(a), from the date it is due until paid; and
 - (b) under clause 9.9(1)(b), from the date of judgement until paid.

- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

10. GENERAL

10.1 Seller's Agent

The Seller's Agent is appointed as the Seller's agent to introduce a Buyer.

10.2 Foreign Buyer Approval

The Buyer warrants that either:

- (1) the Buyer's purchase of the Property is not a notifiable action; or
- (2) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
 - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
 - (a) 5 Business Days after posting;
 - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
 - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (3) If clause 11 applies and the Settlement Date falls on a day on which both the Sydney and Melbourne offices of the Reserve Bank of Australia are closed, the Settlement Date will be taken to be the next Business Day.

10.6 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

10.7 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

10.8 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

10.9 Interpretation

(1) Plurals and Genders

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) one gender includes each other gender;
- (c) a person includes a Body Corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

(2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

(3) Statutes and Regulations

Reference to statutes includes all statutes amending, consolidating or replacing them.

(4) Inconsistencies

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

(5) Headings

Headings are for convenience only and do not form part of this contract or affect its interpretation.

(6) Calculating Time

If anything is permitted or required to be done:

- (a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.

- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;

Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday.

- (c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.

Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

10.10 Counterparts

- (1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- (2) A counterpart may be electronic and signed using an Electronic Signature.

11. ELECTRONIC SETTLEMENT

11.1 Application of Clause

Clause 11:

- (a) applies if the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer is a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies;
- (b) continues to apply even if section 5(2)(a)(ii) of the *Land Title Regulation 2022* applies; and
- (c) overrides any other provision of this contract to the extent of any inconsistency.

11.2 Nomination of ELNO System and Completion of Electronic Workspace

- (1) The Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 10.4(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System.
- (2) The parties must:
 - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
 - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- (3) If the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST.
- (4) If any part of the Purchase Price is to be paid to discharge an Outgoing:
 - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
 - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.
- (5) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
 - (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
 - (b) the Buyer and the seller authorise the Deposit Holder to make the payment in clause 11.2(5)(a);
 - (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
 - (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

11.3 Electronic Settlement

- (1) Clauses 5.1(1)(b), 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
 - (a) clause 2.5(3)(c), (e) and (f); and
 - (b) clause 2.5(5)(d) and (e), (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d) and (e) if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
 - (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(c) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

11.4 Computer System Unavailable

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Queensland Revenue Office, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative or unavailable, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

11.5 Costs

Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

12. ELECTRONIC CONTRACT AND DISCLOSURE

12.1 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- (a) agree to enter into this contract in electronic form; and
- (b) consent to either or both parties signing the contract using an Electronic Signature.

12.2 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer and which was given before the Buyer signed this contract.

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

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|----------------------------|-----------------|---------------------|------------------|
| Title Reference: | 50978958 | Search Date: | 08/02/2024 14:07 |
| Date Title Created: | 09/02/2015 | Request No: | 47033743 |
| Previous Title: | 50978915 | | |

ESTATE AND LAND

Estate in Fee Simple

LOT 402 SURVEY PLAN 209177

Local Government: BRISBANE CITY

COMMUNITY MANAGEMENT STATEMENT 46911

REGISTERED OWNER

Dealing No: 716340748 03/03/2015

DWIGHT ALBERTO HORIUCHI

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19551006 (ESA 45)
Deed of Grant No. 19551007 (ESA 44)
2. MORTGAGE No 716340749 03/03/2015 at 13:13
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.B.N. 11
005 357 522

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **