

Contract for Residential Lots in a Community Titles Scheme

Fifteenth 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: Image Sales Pty Ltd

ABN:

58640877345

LICENCE NO:

4407391

ADDRESS: 57 Kirby Road

SUBURB: Aspley

STATE: QLD

POSTCODE: 4034

PHONE:

07 3263 1811

MOBILE:

FAX:

EMAIL:

sales.support@imageproperty.com.au

SELLER

NAME:

SIMON PETRUS JOHANNES SCHOONENS

ABN:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

NAME:

GLENDA DIANNE MATHISKE-SCHOONENS

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:

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**Lot:** ADDRESS: 113/8 Spinnaker DriveSUBURB: Sandstone PointSTATE: QLDPOSTCODE: 4511Description: Lot: 113 on: ☐ BUP ☐ GTP ☒ SP 153972Scheme: SPINNAKER ESPLANADECommunity Titles Scheme: 32060 & 32061Title Reference: 50475949**Present Use:** Residential**Local Government:** MORETON BAY**INITIALS** *(Note: initials not required if signed with Electronic Signature)*

000039714583

Excluded Fixtures:

Included Chattels:

PRICE

Deposit Holder: Image Sales

Deposit Holder's Trust Account: Image Sales Pty Ltd Trust Account

Bank: Macquarie Bank Limited in Australia

BSB: 184-446 Account No: 304522618

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.
Within 2 Business Days From Contract Date

\$ Balance Deposit (if any) payable on:
Within 2 Business Days From Unconditional Date

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: \$ Sufficient to complete this Contract ← 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: Any bank or financial institution of your choice

Finance Date: Days from the Contract Date

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: Days from the Contract 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.

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

000039714583

Residential Tenancy Agreements or Rooming Accommodation Agreements:

This section must be completed for ALL contracts.

Has the Property been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date?

☐ Yes

☒ No

WARNING TO SELLER: If the Property or any part has been let at any time in the last 12 months the seller is required under clause 5.3(1)(e) to provide evidence of the last rent increase. Failure to provide evidence by settlement may entitle the Buyer to terminate the contract.

If **Yes**, the day of the last rent increase for each residential premises comprising the Property is: _____

Tenancies:

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

TENANT'S NAME: _____

TERM AND OPTIONS: _____

STARTING DATE OF TERM: _____

ENDING DATE OF TERM: _____

RENT: _____

BOND: _____

\$ _____

\$ _____

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

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

← **WARNING TO SELLER:** Under clause 5.3(1)(f) 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.

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 (s223(a)(b))*

See Body Corporate Disclosure Statement

(b) Actual or Contingent or Expected Liabilities of Body Corporate (s223(2)(c)(d))*

See Body Corporate Disclosure Statement

(c) Circumstances in Relation to Affairs of Body Corporate (s223(3))*

See Body Corporate Disclosure Statement

(d) Exceptions to Warranties in clause 7.4(4)*

See Body Corporate Disclosure Statement

(e) Proposed Body Corporate Resolutions (clause 8.4)*

See Body Corporate Disclosure Statement

*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. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.

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

000039714583

ADDITIONAL BODY CORPORATE INFORMATION

| | |
|--|---|
| Interest Schedule Lot Entitlement of Lot: | See Body Corporate Disclosure Statement |
| Aggregate Interest Schedule Lot Entitlement: | See Body Corporate Disclosure Statement |
| Contribution Schedule Lot Entitlement of Lot: | See Body Corporate Disclosure Statement |
| Aggregate Contribution Schedule Lot Entitlement: | See Body Corporate Disclosure Statement |

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

← **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.

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:** 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 s83 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.]

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

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:** 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.

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

000039714583

SPECIAL CONDITIONS

1. This Contract may be entered into by and becomes binding on the parties named in the Contract upon one party signing the Contract that has been signed by the other (or a photocopy, facsimile copy, or a printed electronic copy of that Contract) and transmitting a facsimile copy, or electronic copy of it to the other party or to the other party's agent or solicitor.
2. The seller/s hereby irrevocably authorises and directs the buyer/buyers solicitors to draw a cheque payable to the Agents for balance of their outstanding fees and charges including commission as per Tax Invoice provided prior to settlement.

SETTLEMENT

Settlement Date: _____ Days from the Contract 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: Brisbane

← 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)

000039714583

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 s14-220(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 RTRA Act;
- (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) – (f), 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;

- (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) **"Residential Tenancy Agreement"** has the meaning in the RTRA Act;
- (ww) **"Rooming Accommodation Agreement"** has the meaning in the RTRA Act;
- (xx) **"RTRA Act"** means the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (yy) **"Scheme"** means the community titles scheme containing the Lot;
- (zz) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (aaa) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (bbb) **"Smoke Alarm Requirement Provision"** has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;
- (ccc) **"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.
- (ddd) **"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;
- (eee) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (fff) **"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 s14-215 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 s14-235 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), 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) if the Property has been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date:
 - (i) for any Tenancies, evidence of the day of the last rent increase for each part of the Property before those Tenancies were entered into; and
 - (ii) for any part of the Property not subject to a Tenancy at settlement, evidence of the day of the last rent increase for that part of the Property, sufficient to satisfy section 93A or 105C of the *RTRA Act*; and
 - (f) 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.

- (3) The Seller is not required to comply with clause 5.3(1)(e) if the Buyer is an exempt lessor as defined in section 82A of the *RTRA Act*.

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 *RTRA Act*) 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; and
 - (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) - (f) 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 warrants that:
 - (a) the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements or Rooming Accommodation Agreements are true and correct; and
 - (b) if there are Tenancies, the current rent complies with the requirements of section 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.
- (9) If the Seller's warranty in clause 7.4(8) is incorrect, the Buyer's only remedy against the Seller is for compensation. The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.4(8).
- (10) 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*;
 - (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), (e) and (f) 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

| | | | |
|----------------------------|-----------------|---------------------|------------------|
| Title Reference: | 50475949 | Search Date: | 15/07/2025 10:26 |
| Date Title Created: | 09/01/2004 | Request No: | 52583589 |
| Previous Title: | 50474922 | | |

ESTATE AND LAND

Estate in Fee Simple

LOT 113 SURVEY PLAN 153972

Local Government: MORETON BAY

COMMUNITY MANAGEMENT STATEMENT 32061

COMMUNITY MANAGEMENT STATEMENT 32060

REGISTERED OWNER

Dealing No: 723295083 31/05/2024

SIMON PETRUS JOHANNES SCHOONENS

GLENDIA DIANNE MATHISKE-SCHOONENS

JOINT TENANTS

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 12197213 (POR 2)
2. MORTGAGE No 723297784 03/06/2024 at 09:05
WESTPAC BANKING CORPORATION A.C.N. 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Seller disclosure statement



Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- flooding or other natural hazard history
- structural soundness of the building or pest infestation
- current or historical use of the property
- current or past building or development 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
- the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign

Part 1 – Seller and property details

Seller **SIMON PETRUS JOHANNES SCHOONENS and GLENDA DIANNE MATHISKE-SCHOONENS**

Property
address
(referred to as the
“property” in this
statement)

U 113/ 8 Spinnaker Drive , SANDSTONE POINT, Queensland QLD 4511

Lot on plan
description

LOT 113 SURVEY PLAN 153972

Community titles scheme or
BUGTA scheme:

Is the property part of a community titles scheme or a BUGTA scheme:

Yes ☒

No ☐

If **Yes**, refer to Part 6 of this statement for
additional information

If **No**, please disregard Part 6 of this statement as it
does not need to be completed

Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details

The seller gives or has given the buyer the following—

A title search for the property issued under the Land Title Act 1994 showing interests registered under that Act for the property. ☒ **Yes**

A copy of the plan of survey registered for the property. ☒ **Yes**

**Registered
encumbrances**

Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.

You should seek legal advice about your rights and obligations before signing the contract.

| | |
|--|--|
| Unregistered encumbrances(excluding statutory encumbrances) | <p>There are encumbrances not registered on the title that will continue to affect the property after settlement. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <p>the start and end day of the term of the lease: <input type="text"/></p> <p>the amount of rent and bond payable: <input type="text"/></p> <p>whether the lease has an option to renew: <input type="text"/></p> <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is <input type="checkbox"/> Yes given, together with relevant plans, if any.</p> <p>Other unregistered agreement in writing (if applicable)</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; height: 150px; width: 100%;"></div> |
| Statutory encumbrances | <p>There are statutory encumbrances that affect the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, the details of any statutory encumbrances are as follows:</p> <div style="border: 1px solid black; height: 80px; width: 100%;"></div> |
| Residential tenancy or rooming accommodation agreement | <p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the Residential Tenancies and Rooming Accommodation Act 2008 during the last 12 months. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? (Insert date of the most recent rent increase for the premises or rooms) <input type="text"/></p> <p>Note—Under the Residential Tenancies and Rooming Accommodation Act 2008 the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p> |

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

| | |
|---------------|---|
| Zoning | <p>The zoning of the property is (Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable):</p> <div>General Residential</div> |
|---------------|---|

| | |
|--|--|
| Transport proposals and resumptions | <p>There are encumbrances not registered on the title that will continue to affect the property after settlement. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</p> |
|--|--|

* *Transport infrastructure* has the meaning defined in the Transport Infrastructure Act 1994. A proposal means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

| | |
|---|--|
| Contamination and environmental protection | <p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the Environmental Protection Act 1994. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The following notices are, or have been, given:</p> <p>A notice under section 408(2) of the Environmental Protection Act 1994 (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 369C(2) of the Environmental Protection Act 1994 (the property is a place or business to which an environmental enforcement order applies). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 347(2) of the Environmental Protection Act 1994 (the property is a place or business to which a prescribed transitional environmental program applies). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
|---|--|

| | |
|--------------|---|
| Trees | <p>There is a tree order or application under the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 affecting the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, a copy of the order or application must be given by the seller.</p> |
|--------------|---|

| | |
|-----------------|--|
| Heritage | <p>The property is affected by the Queensland Heritage Act 1992 or is included in the World Heritage List under the Environment Protection and Biodiversity Conservation Act 1999 (Cwlth). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
|-----------------|--|

| | |
|-----------------|--|
| Flooding | <p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.</p> |
|-----------------|--|

| | |
|--|---|
| Vegetation, habitats and protected plants | <p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency</p> |
|--|---|

Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

| | | | |
|--|--|---|--|
| Swimming pool | <p>There is a relevant pool for the property.</p> <p>If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.</p> <p>Pool compliance certificate is given.</p> <p>OR</p> <p>Notice of no pool safety certificate is given.</p> | <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p> | <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> No</p> |
| Unlicensed building work under owner builder permit | <p>Building work was carried out on the property under an owner builder permit in the last 6 years.</p> <p>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</p> | <p><input type="checkbox"/> Yes</p> | <p><input checked="" type="checkbox"/> No</p> |
| Notices and orders | <p>There is an unsatisfied show cause notice or enforcement notice under the Building Act 1975, section 246AG, 247 or 248 or under the Planning Act 2016, section 167 or 168.</p> <p>The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.</p> <p>If Yes, a copy of the notice or order must be given by the seller.</p> | <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p> | <p><input checked="" type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> No</p> |
| Building Energy Efficiency Certificate | <p>If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.</p> | | |
| Asbestos | <p>The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.</p> | | |

Part 5 – Rates and services

WARNING TO BUYER – The amount of charges imposed on you may be different to the amount imposed on the seller.

Rates

Whichever of the following applies—

The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:

Amount

\$ 515.35

Date
Range:

01/01/2025 to 31/03/2025

Or

The property is currently a rates exempt lot.**

☐

Or

The property is not rates exempt but no separate assessment of rates is issued by a local government for the property

☐

*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the Local Government Regulation 2012 or section 112 of the *City of Brisbane Regulation 2012*

** An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the Local Government Act 2009 or section 95 of the *City of Brisbane Act 2010*.

Water

Whichever of the following applies—

The total amount payable for all rates and charges (without any discount) for the property as stated in the most recent rate notice* is:

Amount

\$ 267.72

Date
Range:

19/02/2025 to 21/05/2025

Or

There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:

Amount \$

Date
Range:

* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate's expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot. **For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.**

| | |
|---|---|
| Body Corporate and Community Management Act 1997 | The property is included in a community titles scheme. (If Yes, complete the information below) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Community Management Statement | A copy of the most recent community management statement for the scheme as recorded under the Land Title Act 1994 or another Act is <input checked="" type="checkbox"/> Yes Note —If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas |
| Body Corporate Certificate | A copy of a body corporate certificate for the lot under the Body Corporate and Community Management Act 1997, section 205(4) is <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No — An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes <ul style="list-style-type: none">• a copy of a body corporate certificate for the lot is not attached; and• the reasons under section 6 of the Property Law Regulation 2024 why the seller has not been able to obtain a copy of the body corporate certificate for the lot. |
| Statutory Warranties | Statutory Warranties —If you enter into a contract, you will have implied warranties under the Body Corporate and Community Management Act 1997 relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract. |
| Building Units and Group Titles Act 1980 | The property is included in a BUGTA scheme (If Yes, complete the information below) <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Body Corporate Certificate | A copy of a body corporate certificate for the lot under the Building Units and Group Titles Act 1980, section 40AA(1) is given to the buyer. <input type="checkbox"/> Yes <input type="checkbox"/> No If No — An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes <ul style="list-style-type: none">• a copy of a body corporate certificate for the lot is not attached; and• the reasons under section 7 of the Property Law Regulation 2024 why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note —If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property. |

Signatures – SELLER

Signature of seller

Client signature is placed here



Simon Schoonens

This form is signed by one seller, on behalf of all sellers:

SIMON PETRUS JOHANNES SCHOONENS and GLENDA DIANNE MATHISKE-SCHOONENS

18 / 07 / 2025

Date

Signature of seller

Name of seller

Date

Signatures – BUYER

Signature of buyer

Name of buyer

Date

Signature of buyer

Name of buyer

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52585581
Search Date: 15/07/2025 11:31

Title Reference: 50475949
Date Created: 09/01/2004

Previous Title: 50474922

REGISTERED OWNER

Dealing No: 723295083 31/05/2024

SIMON PETRUS JOHANNES SCHOONENS
GLENDA DIANNE MATHISKE-SCHOONENS
JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 113 SURVEY PLAN 153972
Local Government: MORETON BAY
COMMUNITY MANAGEMENT STATEMENT 32061
COMMUNITY MANAGEMENT STATEMENT 32060

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 12197213 (POR 2)
2. MORTGAGE No 723297784 03/06/2024 at 09:05
WESTPAC BANKING CORPORATION A.C.N. 007 457 141

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

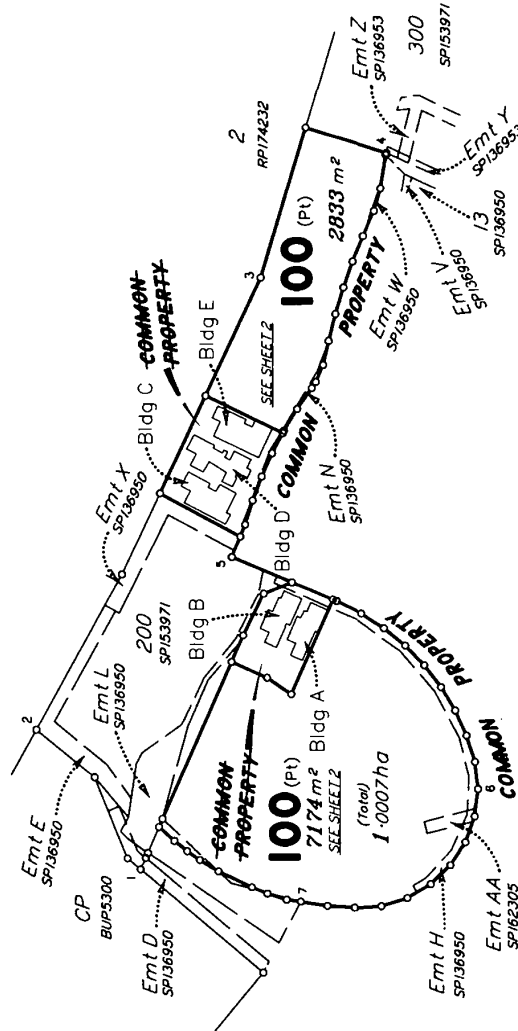
COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ INFOTRACK PTY LIMITED

Land Title Act 1994 : Land Act 1994
Form 21 Version 2

SURVEY PLAN

Sheet
1 of
3

Total Area of Base Parcel
1764 m²



| PM | ORIGIN | BEARING | DIST | NO |
|-------|-------------|------------|---------|-------|
| 4-OPM | 1/15/00714 | 84°16'50" | 156.23 | 41585 |
| 6-OPM | 16/SP136950 | 226°38'45" | 106.817 | 14166 |

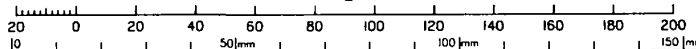
*Peg placed at all new and original
corners, unless otherwise stated.*

| STN | TO | REFERENCE MARKS | BEARING | DIST |
|-----|------------------|-----------------|------------|-------|
| 1 | Q. Screw in Kerb | 250/SP153971 | 165°05' | 8.877 |
| 2 | OIP | 21/SP136950 | 9°15'25" | 0.975 |
| 3 | OIP | 200/SP136950 | 144°58' | 0.885 |
| 4 | O. Nail in M/H | 190/SP153971 | 212°59' | 3.131 |
| 5 | OIP | 32/SP136950 | 106°08'10" | 33.08 |
| 6 | O. Nail in Bit | 28/SP136950 | 112°48' | 2.944 |
| 7 | OIP | 24/SP136950 | 83°45'50" | 1.0 |
| | | 22/SP136950 | 118°13' | |

Lot 100 IS A STANDARD FORMAT LOT

AMENDMENTS BY ME
K. HOTA 10.12.2003
LICENSED SURVEYOR

Scale 1:1500 - Lengths are in Metres.



State copyright reserved.

I, Kevin Maurice Holt, Licensed Surveyor hereby certify that I have surveyed the land comprised in this plan by David Orme WILSON, Surveying Graduate, for whose work I accept responsibility, that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1992 and that the said survey was completed on 20/9/2003.

26.9.2003
Date

K. HOTA
Licensed Surveyor

Plan of Lots 100,110-114 and Common Property

Cancelling Lot 100 on SP153971

PARISH: **TOORBUL**

COUNTY: **Canning**

Meridian: of SP153971

F/N's: No

Scale: **1:1500**

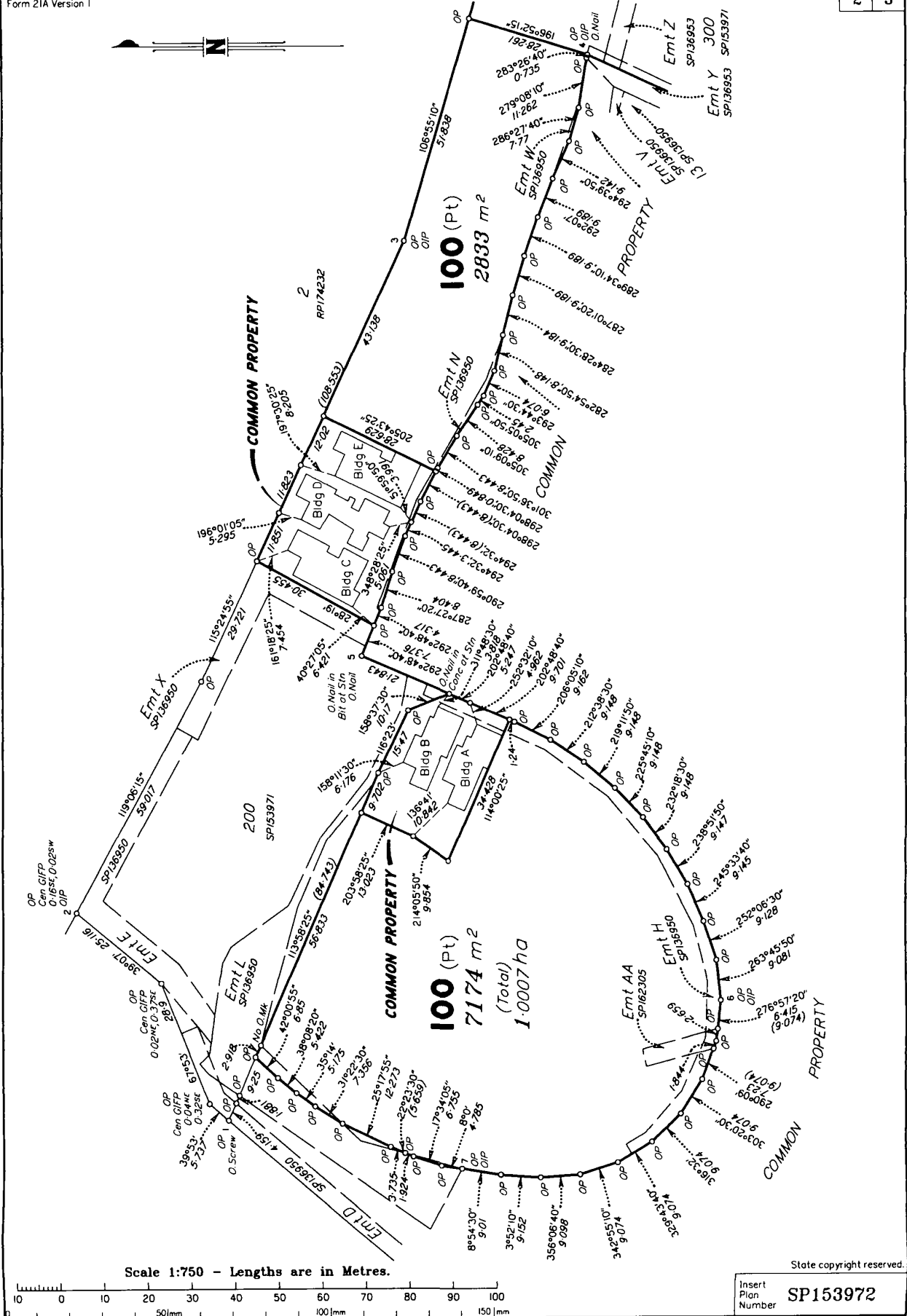
Format: **BUILDING**



SP153972

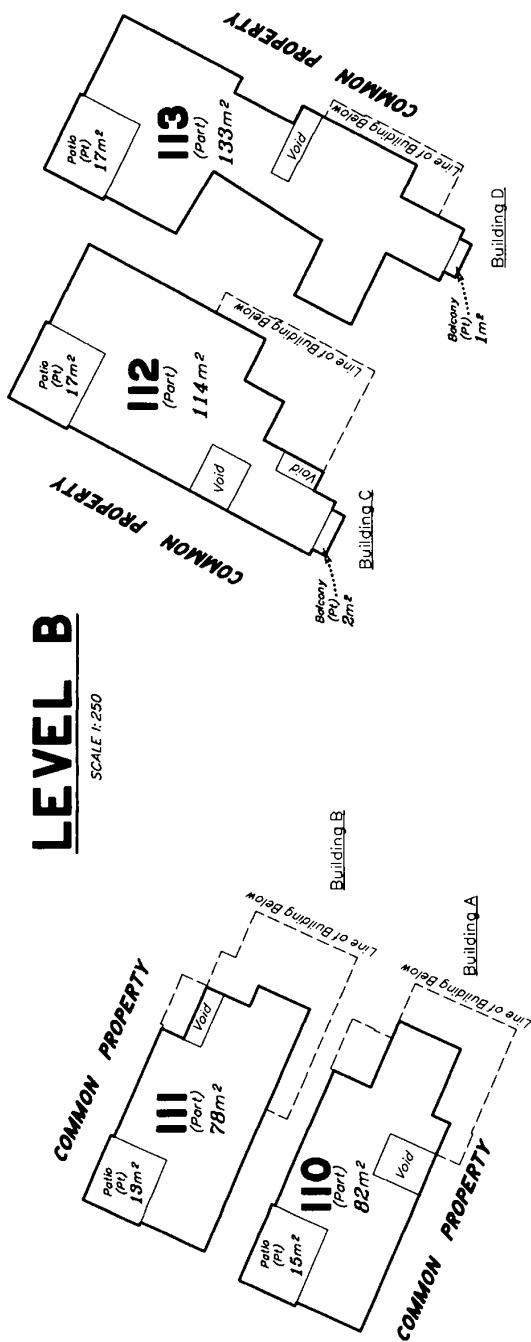
Plan Status:

[illegible]



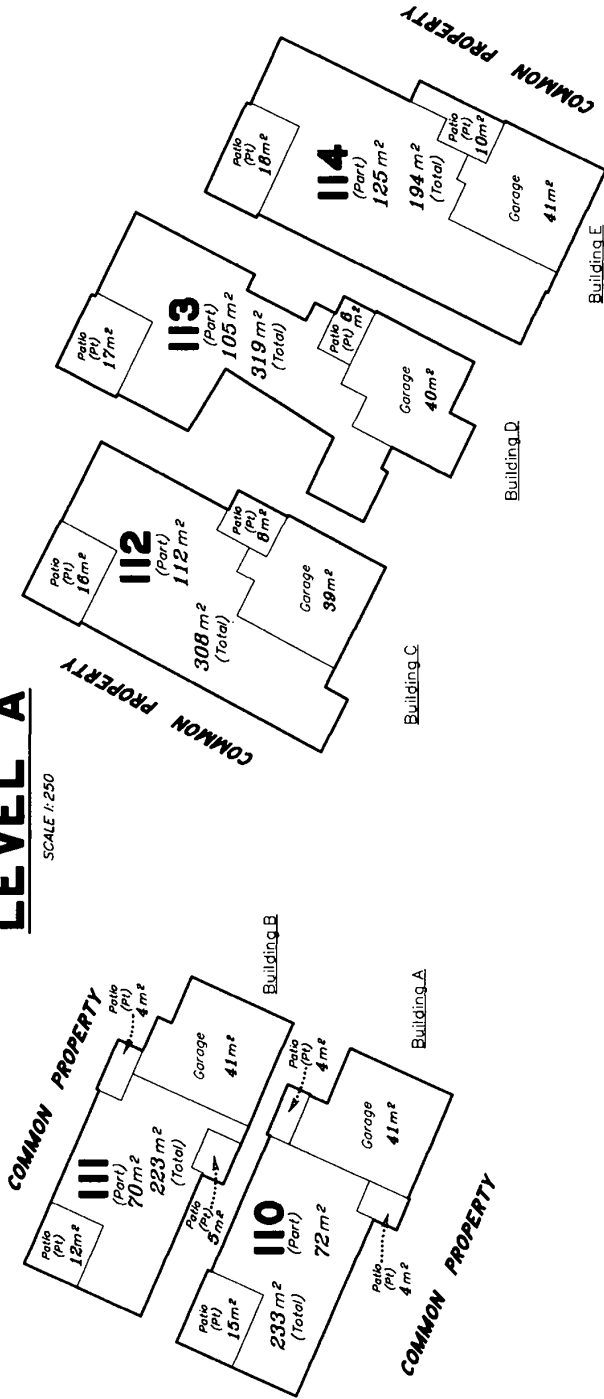
LEVEL B

SCALE 1:250

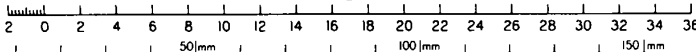


LEVEL A

SCALE 1:250



Scale 1:250 - Lengths are in Metres.



State copyright reserved

Insert Plan Number SP153972

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1

722507713

EF 470 \$101.76
30/05/2023 14:43:01

ing Number

OFFICE USE ONLY

is authorised by legislation and is
records. For more information see
the Department's website.

1. Nature of request

Request to Record New Community Management
Statement for Spinnaker Esplanade Community Titles
Scheme 32061

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

Lodger
Code

Inside Out Legals
for KBW
Ph: 5458 5458

BE3268

2. Lot on Plan Description

Common Property of Spinnaker
Esplanade CTS 32061

Title Reference

50475944

3. Registered Proprietor/State Lessee

Body Corporate for Spinnaker Esplanade CTS 32061

4. Interest

Fee Simple

5. Applicant

Body Corporate for Spinnaker Esplanade CTS 32061

6. Request

I hereby request that: the New Community Management Statement deposited herewith which amends Schedules B and C of the existing Community Management Statement be recorded as the Community Management Statement for Spinnaker Esplanade Community Titles Scheme 32061.

7. Execution by applicant

Body Corporate for Spinnaker Esplanade CTS 32061



18/5/2023

Execution Date

[Signature]
A. L. Garrett

Chairperson

Committee Member
*Execution

Applicant's or Solicitor's Signature

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

32061

ED WITH:
REQUEST; AND

**This statement incorporates and must
include the following:**

- A FORM 18C (IF NO EXEMPTION TO THE
PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE (3)
MONTHS OF THE DATE OF CONSENT BY THE BODY
CORPORATE

Office use only
CMS LABEL NUMBER

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

Spinnaker Esplanade Community Titles Scheme 32061

2. Regulation module

Accommodation

3. Name of body corporate

Body Corporate for Spinnaker Esplanade Community Titles Scheme 32061

4. Scheme land

Lot on Plan Description

Title Reference

See Enlarged Panel

5. #Name and address of original owner

Not Applicable

6. Reference to plan lodged with this statement

Not Applicable

first community management statement only

7. New CMS exemption to planning body community management statement notation (if applicable*)

Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

Not Applicable pursuant to section 60(6) of the Body Corporate and Community Management Act 1997

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Execution by original owner/Consent of body corporate



18, 5, 2023

Execution Date

[Signature]
[Signature]

Chairperson

Committee Member

***Execution**

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

Privacy Statement

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

Title Reference 50475944

4. Scheme land

| Lot on Plan Description | Title Reference |
|---|-----------------|
| Common Property of Spinnaker Esplanade CTS 32061 | 50475944 |
| Lot 101 on SP 153973 | 50482745 |
| Lot 102 on SP 153973 | 50482746 |
| Lot 103 on SP 176107 | 50549090 |
| Lot 104 on SP 176107 | 50549091 |
| Lot 105 on SP 176107 | 50549092 |
| Lot 106 on SP 180827 | 50561833 |
| Lot 107 on SP 180827 | 50561834 |
| Lot 108 on SP 180827 | 50561835 |
| Lot 109 on SP 180827 | 50561836 |
| Lot 110 on SP 153972 | 50475946 |
| Lot 111 on SP 153972 | 50475947 |
| Lot 112 on SP 153972 | 50475948 |
| Lot 113 on SP 153972 | 50475949 |
| Lot 114 on SP 153972 | 50475950 |
| Lot 115 on SP 153973 | 50482747 |
| Lot 116 on SP 153973 | 50482748 |
| Lot 117 on SP 153973 | 50482749 |
| Lot 118 on SP 153973 | 50482750 |
| Lot 119 on SP 153973 | 50482751 |
| Lot 120 on SP 153973 | 50482752 |
| Lot 121 on SP 153973 | 50482753 |
| Lot 122 on SP 153973 | 50482754 |

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

| Lot on Plan | Contribution | Interest |
|----------------------|--------------|------------|
| Lot 101 on SP 153973 | 12 | 10 |
| Lot 102 on SP 153973 | 11 | 10 |
| Lot 103 on SP 176107 | 12 | 10 |
| Lot 104 on SP 176107 | 11 | 10 |
| Lot 105 on SP 176107 | 10 | 10 |
| Lot 106 on SP 180827 | 10 | 10 |
| Lot 107 on SP 180827 | 11 | 10 |
| Lot 108 on SP 180827 | 12 | 10 |
| Lot 109 on SP 180827 | 12 | 10 |
| Lot 110 on SP 153972 | 12 | 10 |
| Lot 111 on SP 153972 | 12 | 10 |
| Lot 112 on SP 153972 | 12 | 30 |
| Lot 113 on SP 153972 | 12 | 30 |
| Lot 114 on SP 153972 | 10 | 30 |
| Lot 115 on SP 153973 | 12 | 30 |
| Lot 116 on SP 153973 | 12 | 30 |
| Lot 117 on SP 153973 | 12 | 30 |
| Lot 118 on SP 153973 | 12 | 30 |
| Lot 119 on SP 153973 | 12 | 30 |
| Lot 120 on SP 153973 | 12 | 30 |
| Lot 121 on SP 153973 | 12 | 30 |
| Lot 122 on SP 153973 | 12 | 30 |
| TOTALS | 255 | 440 |

EXPLANATION OF CONTRIBUTION SCHEDULE LOT ENTITLEMENTS

Not Applicable

EXPLANATION OF INTEREST SCHEDULE LOT ENTITLEMENTS

Not Applicable

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

1. Spinnaker Esplanade CTS 32061, Lot 100, is a Basic Scheme comprised of 22 Residential Lots as a Townhouse development. It is part of a Layered Scheme, as a Subsidiary Scheme to Spinnaker Shores CTS 32060 which is the Principal Scheme.
2. Spinnaker Blue CTS 40812, as Lot 200, also comprised of 22 Residential Lots as a high-rise development, is also a Subsidiary Scheme to the Principal Scheme Spinnaker Shores.
3. In addition, Lot 300, which is currently undeveloped land, is also part of the Spinnaker Shores Scheme.
4. Spinnaker Shores is comprised of a Common Area with facilities, including grounds, gardens, swimming pool, water feature and meeting area and also a private road which provides entrance. The road land is designated as Easement M. with Spinnaker Shores burdened as Grantor and other residential communities benefitted as Grantees.
5. Spinnaker Esplanade and Spinnaker Blue, as Subsidiary Schemes, each have the same Contribution Lot Entitlement of 200 and the same Interest Lot Entitlement of 4400. Lot 300, as undeveloped land, has a Contribution Lot Entitlement of 1 and an Interest Entitlement of 850.

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

The By-laws in Schedule 2 of the Act shall not apply to the Scheme and the following By-laws will apply.

1. Interpretation

- (a) Headings throughout these By-laws are for guidance only and are not to be used in the interpretation of these By-laws.

Plurals include the singular and singular the plural. References to either gender shall include a reference to the other gender. Reference to the whole includes any part of the whole.

- (b) Throughout these By-laws, the following terms will, where the context so admits, have the meanings herein ascribed to them.

Act means the Queensland Body Corporate and Community Management Act 1997 or any subsequent or replacements to said Act (BCCM).

Boat will include sailboard, jet ski and similar pleasure craft.

Body Corporate means the Body Corporate established upon the registration of the Community Titles Scheme.

By-laws means these By-laws or any specified part of them.

Common Property means the common property referred to in the Community Titles Schemes, of the Principal Scheme, Spinnaker Shores CTS 32060 and Spinnaker Esplanade CTS 32061.

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

Committee's Representative means a member of the Committee appointed from time to time for the purpose of representing the Committee.

Community Titles Scheme means the Spinnaker Esplanade CTS 32061.

Entry Keys means any form of key, code, remote control or similar device to control an Entry System which Occupiers and Owners are authorised to open and close.

Entry System means any form of door, gate, or structure serving a similar purpose for entry to or from one part of the Principal Scheme, Spinnaker Shores Common Property.

Exclusive Use Area means a part of Common Property designated in the Spinnaker Esplanade Scheme according to the Act.

Facilities means recreation areas, swimming pool, meeting areas, and/or other areas of Spinnaker Shores Common Property designed for or designated from time to time for specific purposes or activities.

GST means any value added, consumption, turnover or similar tax, impost or duty on goods and/or services which is introduced by the Commonwealth or any State or Territory.

Improvements includes but is not limited to pergolas, porticos, walls, fly or security screens, solar panels, TV or other type of aeriels, gates, walkways, paths, yard, lawn, landscaping, garden, plants, irrigation or drainage facilities located within a Lot or an area of Common Property which attaches to a Lot by virtue of an Exclusive Use By-law.

In Writing means and includes by letter delivered by hand or post or by email to an email address nominated by the Owner.

Invitee includes guests or visitors, servants, employees, agents, suppliers or contractors, or licensees of an Owner or Occupier.

Lot means a lot in the Community Titles Scheme. Considering Spinnaker Esplanade CTS 32061, and Building Format Plan, a Lot is defined on survey plans by dark lines around the perimeter of the building structure and does not include Exclusive Use Areas A or B.

Motor Vehicles includes motor bikes but does not include caravans, campervans or mobile homes.

Occupier has the meaning given to it in the Act.

Person includes a company.

Principal Scheme means Spinnaker Shores CTS 32060.

Recreation Areas includes any Spinnaker Shores Common Property, including swimming pool, lawns, gardens, meeting area or other leisure area.

Related Scheme means the Principal Scheme and any other Community Titles Scheme which is a Subsidiary Scheme to the Principal Scheme.

Scheme means the Community Titles Scheme consisting of the Scheme Land.

Scheme Land means all the land contained in the Community Titles Scheme.

Secretary means the Secretary of the Body Corporate Committee.

Vehicle includes motor vehicle, car, van, bus, motor bike, motor home, mobile home and boat.

Visitor refers to any person(s) who are not either an Owner or Occupier.

2. Observance of these By-Laws

- (1) Obligations imposed by these By-laws on an Owner or Occupier of a Lot shall be observed by Invitees of such Owner or Occupier.
- (2) An Owner or Occupier must take all reasonable steps to ensure that Invitees are aware of and comply with the By-laws.
- (3) Owners and Occupiers are deemed to be responsible for their Invitees, including minors (under the age of 18) residing with them or visiting them.
- (4) A breach of a By-law by an Invitee is deemed to be a breach of that By-law by the Owner or Occupier responsible for them.
- (5) Ultimately, with regard to observance of By-laws, Owners are responsible for the actions of Occupiers of their Lot.

3. Use of Lot

Each Lot will be used for residential purposes only.

4. General Appearance & Structure of Lots

1. An Owner or Occupier shall not:
 - (a) Without consent, make changes, modification or additions to the exterior of the Lot or in Exclusive Use Areas, including any portico, balcony or pergola or other attachments such as blinds or screens or shade cover and including any alteration to gas, water or electrical installation or work for the purpose of enclosing, in any manner whatsoever, a balcony or patio.
 - (b) Without consent, attach anything to any part of the Lot, including the installation of solar panels or TV antennas or alter the exterior appearance of the Lot, including paint colours.
 - (c) Without consent, undertake any structural alteration to the exterior or interior of the Lot that may affect the structural integrity of the building on the Scheme Land. In particular:
 - (i) 'Structural alteration' means any change to the supporting members of a building including foundations, bearing walls, or partitions, columns, beams or girders, or any structural change in the roof or in the exterior walls
 - (ii) An Owner is liable to pay any costs incurred by the Body Corporate if it is considered necessary to obtain engineering assessment of any proposed alterations.
 - (d) Without consent, place items, such as pots, statues or furniture, greater than 150kg per item on or within a second (upper) floor, including any balcony or patio attached.
 - (e) Without consent, hang washing, towels, bedding, clothing or other articles, except on clothes lines in designated areas provided by the Body Corporate or place or display any advertisement or sign, placard, banner, or the like on the Common Property or Exclusive Use Area or on any part of their Lot in such a way as to be visible from the outside the Lot.
 - (f) Without consent, add shutters, blinds, awnings or other window treatment or door cover visible from the exterior of the building.
2. The Owner must obtain any necessary approvals or certifications that may be required by Local Government or any other Statutory Authority.
3. Colours and appearance must be consistent with the colours and tones of the structures and improvements on the Scheme Land and present an aesthetic appearance when viewed from Common Property or any other Lot.
4. With regard to 1. (e), a 'For Sale' sign may be displayed, provided it is not larger than 100cm x 100cm and only until the Lot is sold, where after it must be immediately removed. No other or long term signage is allowed.

5. Maintenance of Lots

- a. An Owner or Occupier shall:
 - i. be responsible for the proper presentation and decoration of their Lot and Exclusive Use Areas;
 - ii. maintain in good condition and repair any improvements, modifications or additions constructed or installed on the Lot or in the Exclusive Use Areas (including, where necessary, renewal or replacement of the whole or part thereof);
 - iii. take all practical steps to prevent infestation by vermin, termites and/or other insects.
- b. Where the obligations under By-law 5(a) are not complied with:

- i. the Committee may give written notice to an Owner or Occupier requiring that the deficiencies are corrected;
 - ii. and if such notice has not been complied with to the reasonable satisfaction of the Committee within 14 days of the date of that notice, the Committee may, in its absolute discretion, cause the deficiencies to be returned to a state of good condition and repair and the Owner will forthwith pay, on demand, the costs incurred or payable by the Body Corporate in that regard.
- c. An Owner or Occupier shall allow the Committee and/or service providers or contractors of the Body Corporate access to the Lot and Exclusive Use Areas, at all reasonable times for the purpose of inspection and carrying out works under this By-law, provided that, if and when necessary, the Committee gives the Owner or Occupier appropriate notice according to the Act of its intention to enter upon the relevant Lot and/or Exclusive Use Areas and carry out works under this By-law.

6. Water and Sewerage

- a. Considering the risk of excess water flow possibly causing damage to the Lot or to another Lot or an Exclusive Use Area and that such damage could result in an Insurance Claim at the expense of the Body Corporate or another Owner or Occupier, an Owner or Occupier shall ensure that all water taps in the Lot and on Exclusive Use Areas are properly turned off after use and do not leak or overflow.
- b. In addition, and again considering the risk of excess water flow possibly causing damage to the Lot or to another Lot or an Exclusive Use Area, an Owner or Occupier shall ensure that all water pipes, and in particular those at sinks, laundry troughs, baths, wash basins and showers are kept in good condition. This includes regular inspection of water pipes and fittings to identify any possible corrosion or faults that may cause a pipe to burst.
- c. Toilets, sinks, basins, baths, showers, taps and other water apparatus including water pipes and drains in each Lot and Exclusive Use Areas must not be used for any purpose other than those for which they were constructed, and no sweepings or rubbish or other unsuitable substances shall be deposited or disposed of therein.
- d. Any costs or expenses resulting from damage or blockage to toilets, sinks, basins, baths, showers or other water apparatus, waste pipes and drains from misuse or negligence will be borne by such Owner or Occupier whether the same is caused by their own acts or those of members of the household or servants or agents or guests.

7. Lighting, Heating and Flammable Liquids, etc.

- a. An Owner or Occupier must not use any chemicals, flammable fluids, acetylene gas or alcohol in lighting or heating in or on a Lot or Exclusive Use Area nor in any other way cause or increase a risk of fire or explosion in such Lot or Exclusive Use Area.
- b. Without consent, an Owner or Occupier shall not, store in their Lot or Exclusive Use Area any flammable chemical, liquid, gas or other flammable material, other than that in a fuel tank of a motor vehicle or internal combustion engine - such as a motor vehicle, lawn mower or boat. In addition, an Owner or Occupier may have domestic gas cylinder(s) or gas bottles for a BBQ or heating device provided these are not stored within the Lot.

8. Windows and Doors

- a. The windows of a Lot shall be kept clean as seen from outside the Lot.
- b. No window or door, that is visible from the outside of the Lot will be covered with aluminium foil or similar reflective material or tinted.
- c. This By-law will not prevent fly or security screens being installed on windows or doors, with Consent as to the type, quality, colour and style of security screen.

9. Keeping Pets

- a. Subject to the Act, an Owner or Occupier may, with Consent bring onto or keep pet cats and/or dogs and/or birds in a Lot or Exclusive Use Area.
- b. Consent to have pet cats and/or dogs and/or birds ("**Pet**"), subject to local authority laws, will be provided on the following conditions:
- i. The Owner or Occupier provides adequate details about the pet, including: breed; size; age; and colour(s);
 - ii. The Owner or Occupier confirms and undertakes that:-
 - i) Neither the Pet nor the Pet's habitat shall become a nuisance and in, particular, not a noise nuisance.
 - ii) The Pet shall be kept controlled within the Owner's or Occupier's Lot or Exclusive Use Area and confined in a manner which prevents the Pet from gaining access to the Common Property when not supervised.

- iii. No Pet is permitted on Common Property unless it is on a leash or otherwise controlled under the supervision of a responsible Owner or Occupier.
- iv. Fouling of the Common Property or Exclusive Use Area by a Pet must be immediately cleaned up by the Owner or Occupier responsible for the Pet.

10. Security of Lots

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

11. Insurance

An Owner or Occupier must not bring to, do or keep anything on their Lot or Exclusive Use Area which may increase the rate of building insurance for the Lot or any other part of the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy condition for such Lot or Scheme Land or the regulations or ordinances of any public authority for the time being in force.

12. Nuisance

No noxious, offensive or illegal trade or activity shall be carried on upon the Scheme Land or in any Lot or Exclusive Use Area nor may anything be done thereon which may be, or may become, an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the Owners and Occupiers of other Lots or any other person lawfully using the Common Property.

In particular, and without limiting the generality of the foregoing:

- (a) Without consent, no loud noises, or noxious odours may be emitted, nor any exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes), noisy vehicles or vehicles emitting smoke, large/noisy power equipment or power tools or items which may unreasonably interfere with television or radio reception of any residence may be located used or placed on any portion of the Scheme Land, Lot or Exclusive Use Area or exposed to the view of other Owners or Occupiers;
- (b) All musical instruments, radios/wirelesses, television sets, stereos, sound systems, computer systems, mobile phones and the like shall be controlled so that the sound arising from them is reasonable and does not cause annoyance to other Owners and Occupiers of Lots on the Scheme Land;
- (c) Guests must arrive and/or leave quietly and quietness must also be observed when Owners and Occupiers leave or return to their Lots late at night or in the early morning hours;
- (d) In the event of any unavoidable noise in a Lot or Exclusive Use Area, at any time, the Owner or Occupier shall take all practical means to minimise annoyance to other residents, such as by closing doors, windows, curtains of their Lot and any further steps that may be within their power.
- (e) No bicycles, scooters, skate-boards or other such wheeled vehicles shall be ridden within the Spinnaker Shores Common Property.

13. Obstruction and Safety

An Owner or Occupier or Visitor or Service Provider must not obstruct or endanger the lawful use of the Common Property, including entry road (Easement M) by any person.

- (a) The pathways on the Common Property and those providing access to the Common Property or a Lot must not be obstructed by any Owner or Occupier or Visitor or Service Provider or used by them for any other purpose than the reasonable ingress and egress to and from a particular Lot.
- (b) Considering that the private entrance 'road' is burdened as Easement M, as a 'shared road' such that pedestrians have absolute right of way over vehicles, all vehicles driven by an Owner or Occupier or Visitor or Service Provider shall adhere to the posted speed limit and give way to pedestrians.
- (c) Without consent, an Owner or Occupier or Visitor or Service Provider shall not park on/along the entrance road (Easement M).
- (d) Only with consent as to a specific date and period of time, an Owner or Occupier may have a service vehicle – such as a furniture removal van, park on or obtrude onto the entry road (Easement M), provided this still allows room for other vehicles to safely pass along the Easement.

14. Depositing Rubbish on Common Property

- (a) An Owner or Occupier or Visitor shall not deposit or place upon the Common Property, Exclusive Use Area or the exterior of a Lot any rubbish, refuse, cigarette butts, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another Owner or Occupier or of any person lawfully using the Common Property.

- (b) Any damage or costs for cleaning or repair caused by breach hereof shall be paid by the Owner or Occupier concerned.

15. Garbage Storage and Disposal

- (a) Garbage must be kept in appropriate garbage bin(s) as provided by Local Authority and be properly maintained in a sanitary condition by each Occupier in a place on the Lot or Exclusive Use Area wherever possible not visible from the Common Property.
- (b) All local authority laws and ordinances relating to the disposal of garbage must be complied with.
- (c) Nothing is to be done in the disposal or the maintenance of garbage bins which may damage the health, hygiene and comfort of anyone within the Scheme.
- (d) Garbage bins must be placed out for collection at the times and location specified by the Local Authority. Empty bins must be collected by Owners or Occupiers as soon as possible after they are emptied.

16. Damage to Landscaping and/or Common Property

Except with Consent, an Owner or Occupier shall not:

- (a) remove, alter, damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Spinnaker Shores Common Property;
- (b) use for their own purposes as a garden or any other personal or private purpose any portion of the Spinnaker Shores 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 Spinnaker Shores Common Property.

17. Committee to be Notified of Accidents, etc.

An Owner or Occupier must provide prompt notice to the Committee of any fault, accident or damage to or defect in any water pipes, taps, gas pipes, electric installations or other fixtures and the Committee, having regard to the urgency involved, has authority, as often as may be necessary, by nominated service providers or agents, in the circumstances, to examine or make such repairs or renovations as may be deemed necessary for safety and/or preservation of any Lot or any buildings on Scheme Land.

18. Vehicles and Parking

- (a) The Principal Scheme (Spinnaker Shores) grants to each Spinnaker Esplanade Owner or Occupier and Visitors the occasional and temporary use of the area on the Common Property (Spinnaker Shores) opposite Lots 101 to 105 that is designated as Overflow Car Park. However, unless there is specific Consent, this use is only for personal, passenger vehicles and there is to be no long term or regular parking in this area.
- (b) Except with Consent, an Owner or Occupier must not bring or operate a vehicle on any part of the Common Property other than upon the purpose constructed entry road (Easement M);
- (c) Owners or Occupiers shall not cause or permit vehicles to leak oil, grease, brake fluid or other fluids onto the Common Property or Exclusive Use Areas. Any such occurrence must be completely cleaned up by the Owner or Occupier concerned but, if not cleaned up within a reasonable notice period given by the Committee, the Body Corporate may cause the cleaning to be done and costs shall be recoverable by the Body Corporate from the Owner or Occupier concerned as a debt due.
- (d) Owners or Occupiers and their Invitees shall observe any vehicle speed limit, parking or road rule sign posted on the Common Property and particularly the entry road (Easement M). With due regard to 13. Obstruction (b), Easement M, which provides access along Spinnaker Drive, may be accessed by vehicles and is designated as Shared Zone, which means pedestrians have absolute right of way over vehicles.
- (e) Any road rule sign posted on the Common Property and particularly the entry road (Easement M) in the same or similar form to signs prescribed by the regulations governing usage of public roads in Queensland shall have the meaning ascribed to such public signs at law.
- (f) Except with Consent and with due regard to 13. Obstruction (b), an Owner or Occupier shall not bring or allow onto or permit to remain on Scheme Land, and in particular the entry road (Easement M), any vehicle weighing in excess of three tonnes, except those in the following categories:
 - (i) a private or commercial or taxi passenger vehicle not exceeding an 8 seat capacity;
 - (ii) vehicles necessary for the construction of improvements or repairs to a Lot or Exclusive Use Area and, then only during daylight hours;
 - (iii) a removal vehicle to effect delivery or pickup of household effects when an Owner or Occupier is moving into or out of a Lot and then for a maximum period of five hours;
 - (iv) delivery vehicles delivering goods to the Lot and then for a maximum period of one hour.

- (g) The Owner or Occupier who brings any vehicle or invites, provides permission or allows for a vehicle onto Scheme Land and, particularly the entry road (Easement M) is responsible for said vehicle and the observance of all By-laws.
- (h) An Owner or Occupier shall not bring onto nor permit to remain on Common Property, including the entry road (Easement M) any unregistered vehicle.
- (i) Without consent, an Owner or Occupier shall not:
 - (i) have or allow any caravan, campervan, mobile home, boat or trailer upon the Common Property including the entry road (Easement M) or upon their Lot or Exclusive Use Area unless it is housed in a garage and is not visible from any part of the Common Property, which includes the entry road (Easement M);
 - (ii) permit occupation of a caravan, campervan or mobile home upon a Lot or Exclusive Use Area.

19. Inspection and Repair

- (a) Upon giving the requisite period of notice according to the Act, in writing, the Committee and/or service providers, agents and contractors will be permitted to inspect any Lot or Exclusive Use Area and to test any electrical, gas or water installation or equipment thereon and, if necessary, trace and repair any leakage or defect in the said installations or equipment.
- (b) With reference to (a), if deemed critical and urgent for reasons of safety or convenience of any persons, the Committee may effect an entry without liability for any damage occasioned to the Lot or any structure thereon in effecting the entry.
- (c) The Committee, in exercising this power, will ensure that service providers, agents or contractors cause as little damage or inconvenience to such Owner or Occupier as is reasonable in the circumstances.

20. Body Corporate Service Providers, Agents and Contractors

An Owner or Occupier must not directly instruct any service providers, agents or contractors engaged by the Committee unless so authorised, and all requests for consideration of any particular matter shall be referred to the Committee or directed to the Committee's nominated Representative.

21. Notification of Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot, the Owner or Occupier of such Lot must give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and, where necessary, shall pay to the Committee the expenses of disinfecting the Lot and/or replacing any articles or things the damage or destruction of which may be rendered necessary.

22. Notices to be Observed

An Owner or Occupier must observe the terms of any notice displayed on any part of the Common Property by authority of the Body Corporate or Committee or of any Statutory Authority.

23. Rules Relating to Common Property

The Committee of the Principal Scheme (Spinnaker Shores CTS 32060) may make rules relating to the Common Property and in particular in relation to the use of any facilities on the Common Property, and the same must be observed by Owners or Occupiers and Visitors unless and until they are changed, disallowed or revoked by a majority resolution at a General Meeting of the Body Corporate of the Principal Scheme.

24. Access Systems

- (a) Unless authorised by the Committee, Access Systems on Common Property, including gates, must be kept closed after use and remain closed when not in use and no unauthorised person may interfere with Access System operating mechanisms. Access System mechanisms may only be operated as authorised by the Committee. Any malfunction of an Access System must be reported to the Committee.
- (b) The Body Corporate will issue Access Keys in the reasonable quantity required by an Owner or Occupier on payment by that person to the Body Corporate of a fee and lodgement of a bond as reasonably determined by the Committee. Access Keys will remain the property of the Body Corporate.
- (c) Access Keys are to be dealt with in a security conscious manner. They must not be left inserted in a lock and may not be lent to anyone other than another Owner or Occupier. The loss of an Access Key must be reported to Committee and there will be a charge for replacement.
- (d) The cost of providing a replacement Access Key will be charged to the Owner.
- (e) An Owner or Occupier, on ceasing to be an Owner or Occupier, must promptly return all Access Keys in their

possession. If an Access Key is returned in good working order and condition any bond held in respect to that Access Key will be refunded.

- (f) Owners or Occupiers breaching this By-law may be barred access to or through non-essential Access Systems for such periods of time, or during such hours or permitted access only on such conditions, as determined by the Committee.

25. Use of Facilities

Facilities on the Common Property, and in particular the swimming pool and meeting area, shall only be used between the hours of 6.00 am and 8.00 pm or such other hours as specified by the Principal Scheme (Spinnaker Shores CTS 320160) Committee. In respect to those areas:

- (a) Invitees must be accompanied by an Owner or Occupier;
- (b) Persons must abide by any posted 'Rules of Use' and in particular there shall not be any running inside the swimming pool enclosure or diving into the swimming pool.
- (c) Further and in particular:-
 - i) alcoholic beverages shall not be consumed inside the swimming pool enclosure;
 - ii) food, breakable items and pets shall not be brought into the swimming pool enclosure;
 - iii) persons shall not access the upper wall feature in the swimming pool enclosure or the water in the Dolphin Pond.
- (d) Persons below the age of thirteen (13) years are not permitted in or around the swimming pool enclosure or around the Dolphin Pond unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (e) Users shall exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons. In particular, users must avoid making unreasonable noise; with particular reference to voices or any broadcasts;
- (f) If congestion is experienced in the use of the Facilities, the Committee may implement reservation systems to provide for temporary use by specific users or groups of users.
- (g) Users of the Facilities shall be suitably attired and must observe a dress code suitable for the location;
- (h) Users of the Facilities shall comply with any Rules made and published from time to time by the Spinnaker Shores Committee;
- (i) No one, without proper authority or Consent may operate, adjust or interfere with the operation of any equipment associated with the Facilities.
- (j) As indicated in 12. (e): no bicycles, scooters, skate-boards or other such wheeled vehicles shall be ridden/used within the Common Property;

26. Consequences of Misuse of Facilities

As a consequence of any misuse of Facilities by an Owner or Occupier, the Committee may impose sanctions on such Owner's or Occupier's use of such Facilities for any period of time or subject to such conditions reasonably determined by the Committee.

27. Use of Facilities and Entry Systems by Others

- (a) The Principal Scheme Body Corporate (Spinnaker Shores) may enter into Agreement(s) with neighbouring Community Title Schemes or Residential Communities or the Owners or Occupiers of such, permitting and regulating access to and use by said Owners and Occupiers of the Facilities and Entry Systems subject to a Reservation System established and operated by the Committee.
- (b) Any such Agreement must be approved, by majority vote of the Spinnaker Esplanade Body Corporate, at a General Meeting. Such an agreement may include the payment of a fee for such access on a blanket prepaid basis, or on a user pays and/or pay for use basis which takes into account the operational cost of the facilities and the general benefit of amenities.

28. Recovery of Costs

Where the Body Corporate expends money consequent on a breach of the Act or of these By-laws by an Owner or Occupier or their Invitee, the Committee will be entitled to recover the amount so expended as a debt from the Owner of the Lot at the time when the breach occurred.

- (a) An Owner or Occupier, shall pay, on demand, the whole of the Body Corporate's costs and expenses (including any legal and own client costs and any GST properly chargeable in respect of those costs and

expenses) in connection with:

- (i) recovering levies or monies payable to the Body Corporate pursuant to the Act or these By-laws duly charged to the Owner or Occupier by the Body Corporate or otherwise pursuant to these By-laws;
 - (ii) all legal or other proceedings concluded by way of adjudication, settlement or Court determination in favour of the Body Corporate taken by or against the Owner or Occupier
- (b) The amount of any such costs shall be deemed to be a liquidated debt due by the Owner or Occupier to the Body Corporate.
- (c) If the Owner or Occupier fails to pay any such costs upon demand, the Body Corporate:
- (i) may take action for the recovery of those costs in a Court of competent jurisdiction, and/or
 - (ii) enter such costs and expenses against the levy account of the Owner.
- (d) In this By-law, references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's lot.
- (e) The Body Corporate may include any costs payable to it under this By-law on any certificate issued in respect of the Lot under the Act, including but not limited to a notation of unpaid Lot Contributions, Insurance Premiums, water charges or any other charges.

29. Auction Sales

Without consent an Owner of a Lot shall not permit any auction sale to be conducted or to take place in his Lot or Exclusive Use Area or upon the Scheme Land.

30. Access by Supply Authority

If a Lot or Exclusive Use Area contains a meter and/or switchboard or access to storm water or drainage or any other utility, the Owner or Occupier of that Lot shall allow and make access available at all reasonable times by a nominee of the Committee or the relevant body administering the supply or maintenance of the relevant service or utility.

31. Bulk Supply of Electricity or Other Utility Services

- (a) The Body Corporate may choose to arrange for and manage the supply of electricity, water or other utility services for the benefit of Owners and Occupiers and in such case this By-law will apply.
- (b) Subject to majority vote at a General Meeting, the Body Corporate may purchase from the relevant authority, electricity, water or other services on the most economical basis for the use and benefit of all Owners or Occupiers.
- (c) The Body Corporate may sell or charge for electricity, water or other services to Owners or Occupiers.
- (d) Owners may not be compelled to buy or pay for electricity from the Body Corporate.
- (e) The Body Corporate is not required to supply to any Owner or Occupier electricity, water or other services beyond those requirements which the relevant authority could supply at any particular time.
- (f) Insofar as it is lawful, the price to be charged by the Body Corporate Owners for the supply of electricity, water or other service will be the total of:
 - (i) the price paid by the Body Corporate for the electricity, water or other service;
 - (ii) any additional cost incurred by the Body Corporate for reading meters, issuing accounts and doing other things required for the supply of the electricity or other service; and
 - (iii) GST applicable to the supply.
- (g) The Body Corporate may render accounts to Owners supplied with electricity, water or other services under this By-law and the Committee may determine that such accounts may be included in the next Levy Notice issued to the Owner or may be invoiced and payable to the Body Corporate within 14 days of delivery of such accounts or any other longer period of time as designated by the Committee.
- (h) In respect of an account which has been rendered pursuant to these By-laws, the Owner is liable, jointly and severally with any person who was liable to pay that electricity, water or other service account when that Owner became the Owner of that Lot.
- (i) In the event that a proper account for the supply of electricity, water or other service is not paid when it is due for payment, then the Body Corporate is entitled to:
 - (i) recover the amount of the unpaid account or accounts from the Owner of the Lot (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction, and/or;
 - (ii) disconnect or otherwise prevent access or utilisation of the supply to the relevant Lot.

- (j) Owners or Occupiers are responsible for and should be satisfied about the accuracy of any meters that are read to measure usage of electricity, water or other service.
- (k) The Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of electricity, water or other service due failure by the service provider from break downs, repairs, maintenance, strikes, accidents or causes of any class or description.
- (l) The Body Corporate may, from time to time, determine a security deposit to be paid by an Owner who is entitled to the supply of the electricity, water or other service as a guarantee against non-payment of accounts.
- (m) The Body Corporate includes any person/entity engaged by the Body Corporate to organise or manage supply of services.

32. Restricted Access Areas

- (a) Any area of the Common Property used for:
 - (i) electrical substations, switch rooms, pump rooms or control panels; and
 - (ii) fire service control panels; and
 - (iii) telephone exchanges; and
 - (iv) other services to the Lots and Common Property (or either of them)may be kept locked by the Spinnaker Shores or Spinnaker Esplanade Committee (or an appointed representative) unless otherwise required by law. Persons may not enter or open such locked areas without Consent.
- (b) The Principal Scheme (Spinnaker Shores CTS 32060) Committee may use appropriate areas of the Common Property to store plant, materials and equipment used for the performance of the Body Corporate's. Any such areas may be locked, and access prohibited without Consent.

33. Temporary Occupiers

- (a) Where or when the Owner(s) arrange or allow other persons to occupy the Lot as tenants and/or with an agreement or contract that such Occupiers will pay a charge per day, week, month or year of occupancy the Owner(s) are expressly responsible for the compliance with By-laws by said Temporary Occupiers.
- (b) To ensure that Temporary Occupiers are aware of important By-laws which prescribe expectations, obligations and responsibilities of residents/occupier, Owner(s) shall ensure that Temporary Occupiers are provided with a copy of FOR THE ATTENTION OF SPINNAKER ESPLANADE OCCUPIERS, which includes contact details for members of the Committee.
- (c) Owner(s) shall ensure that, prior to occupation by each new Temporary Occupier(s), a completed and signed copy of Spinnaker Esplanade CTS 32061 OCCUPIER CHECKLIST is returned to the Chairperson of the Committee.
- (d) A current PDF copy of these documents, (b) and (c) will be provided to all Owners each year after the Annual General Meeting.

34. Consent

- (a) Consent under the By-laws of the Body Corporate may be given by the Committee subject to such conditions as may be imposed by the Committee and/or the Body Corporate.
- (b) Consent must be applied for in writing and submitted to the Committee by and at the cost of those requiring Consent:
- (c) The Committee may establish rules relating to the information or material required to be submitted for Consent to be considered and may, at the cost of the applicant, require professional reports or opinions from qualified consultants to assist in consideration of the issue.
- (d) The Committee may from time to time issue a conditional general Consent granting all Owners and Occupiers Consent for a particular matter.
- (e) Upon a breach of any conditions, the Committee may revoke the Consent or vary the conditions of the Consent.
- (f) An applicant may appeal the refusal of Consent or the conditions of Consent by submission in the form of a proposed resolution for determination at a General Meeting of the Body Corporate.

35. Exclusive Use Areas

- (a) Owners and Occupiers are entitled to the exclusive use of that part of the Spinnaker Esplanade Common Property (**Exclusive Use Area**) which is identified and allocated to the Lot in Schedule E and attached Exclusive Use Plans annexed hereto marked "A" and "B". Such Owners or Occupiers:

- (i) in respect to Exclusive Use Area "A" and "B" referred to in Schedule E, shall, at their own expense, keep the Exclusive Use Area neat and tidy and keep all plants and lawns properly tended and watered, and;
 - (ii) shall only use the Exclusive Use Area for the purpose referred to in Schedule E;
 - (iii) are specifically responsible for the upkeep and maintenance of driveways that are part of "B", the appearance of which shall be maintained to a suitable standard consistent with rest of the Lot.
- (b) This grant of exclusive use and enjoyment is made subject to the relevant Owner or Occupier allowing the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Exclusive Use Area for any proper purpose.
- (c) If an Owner or Occupier of a Lot does not carry out its responsibilities in accordance with this By-law, then, upon providing proper notice, the Body Corporate, and persons authorised by it, may enter upon the Exclusive Use Area for the purpose of carrying out the responsibilities of the Owner or Occupier and the Owner of the relevant Lot will be responsible for the costs incurred by the Body Corporate in that regard. Such costs must be paid on demand.
- (d) This grant of exclusive use and enjoyment is subject to the rights of others under any registered Easement.

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

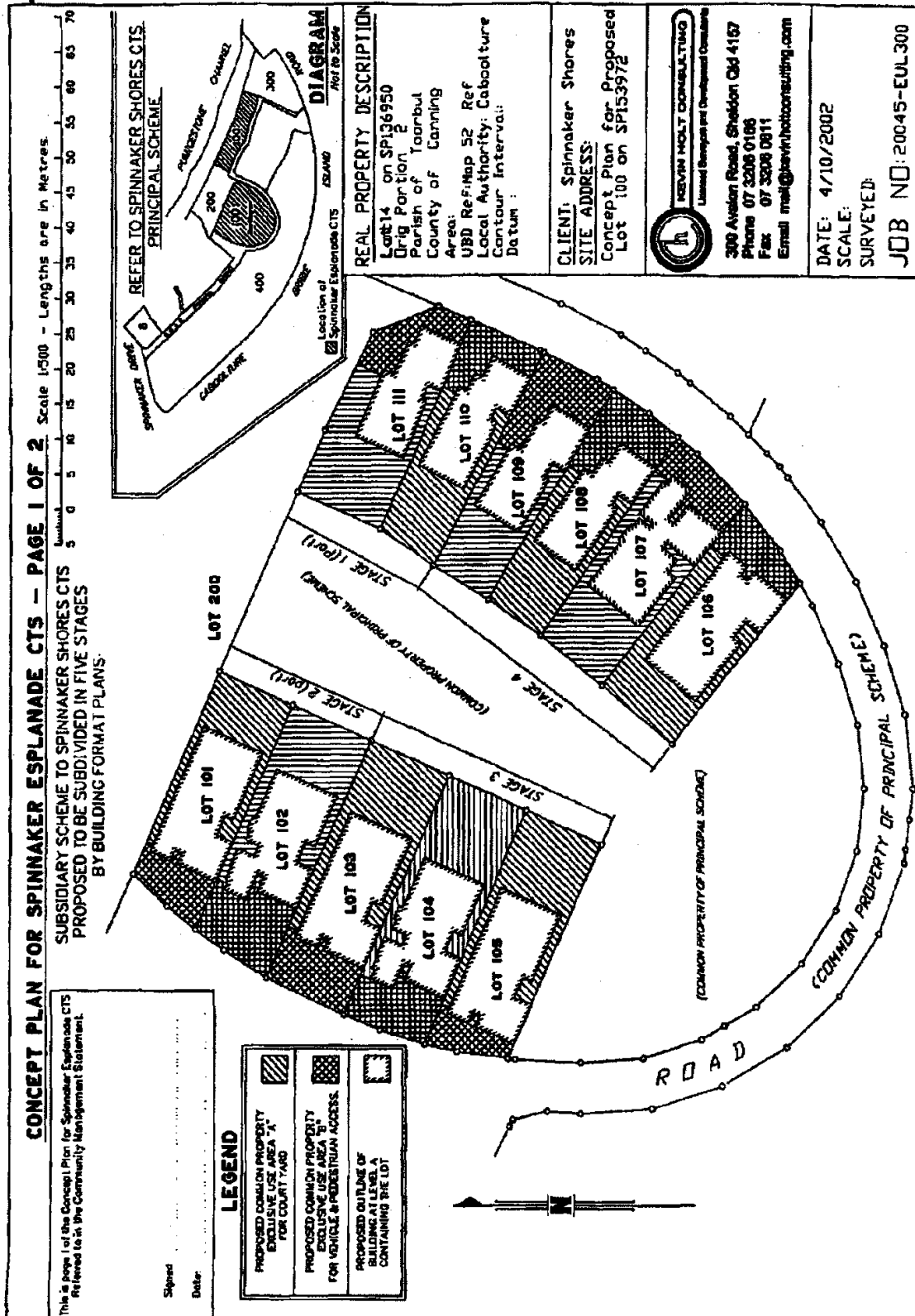
Not Applicable

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

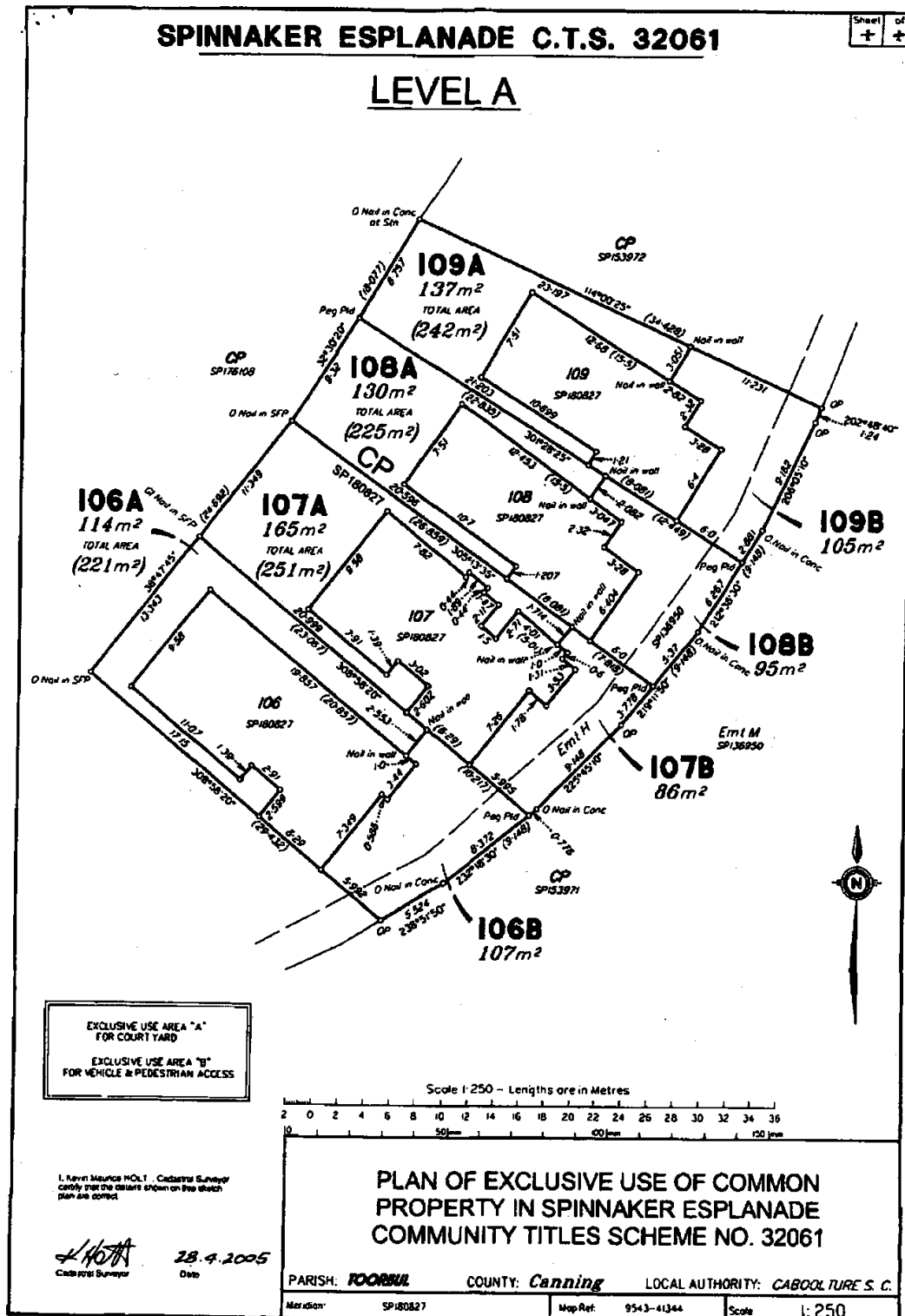
In the following table:

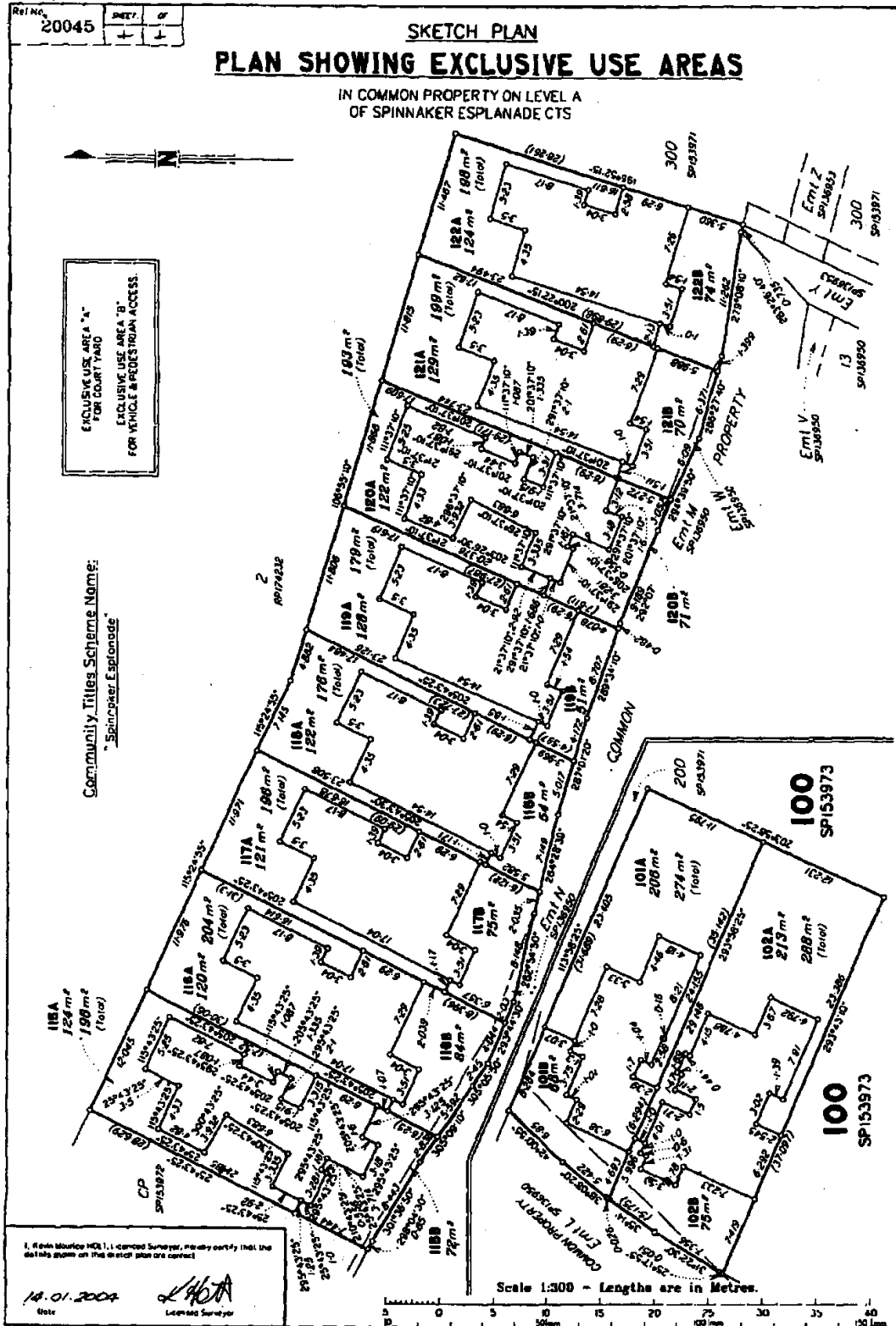
1. The areas named refer to the corresponding area delineated and marked with the same label on the attached Exclusive Use Plans.
2. The Purpose "Courtyard" means use as a private courtyard and for normal domestic residential purposes granted subject to the By-laws.
3. The Purpose "Access" means access by pedestrians and vehicles over purposely constructed paths and driveways granted subject to the By-laws.
4. As further Residential Lots are created, similar exclusive use areas will be granted to each Residential Lot and accordingly the following schedule and the attached Exclusive Use Plans will be amended or substituted.

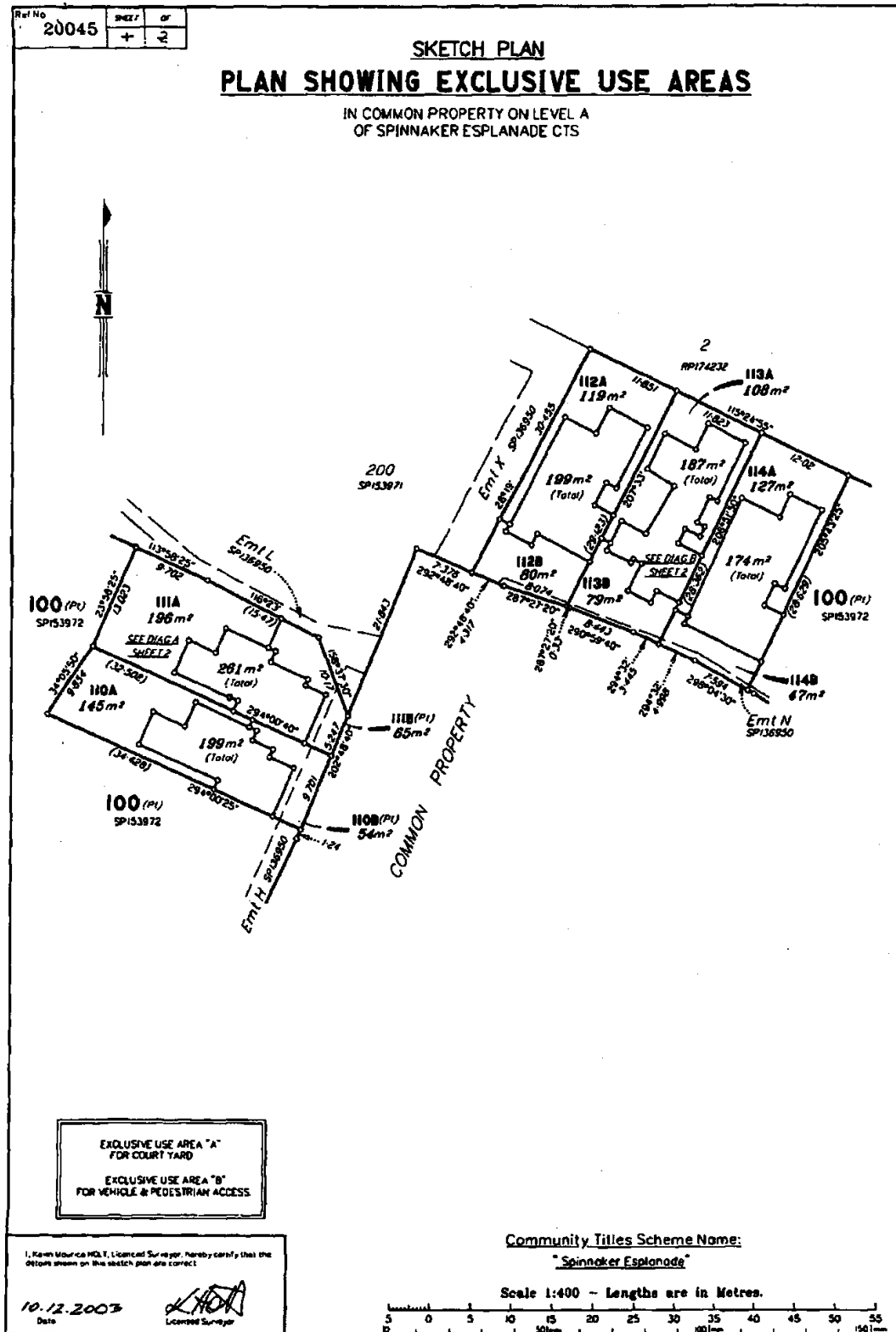
| Lot on Plan | Exclusive Use of Common Property and Purpose |
|----------------------|---|
| Lot 101 on SP 153973 | Area 101 A for Courtyard on Exclusive Use Plan at page 18 Area 101 B for Access on Exclusive Use Plan at page 18 |
| Lot 102 on SP 153973 | Area 102 A for Courtyard on Exclusive Use Plan at page 18 Area 102 B for Access on Exclusive Use Plan at page 18 |
| Lot 103 on SP 176107 | Area 103 A for Courtyard on Exclusive Use Plan at page 21 Area 103 B for Access on Exclusive Use Plan at page 21 |
| Lot 104 on SP 176107 | Area 104 A for Courtyard on Exclusive Use Plan at page 21 Area 104 B for Access on Exclusive Use Plan at page 21 |
| Lot 105 on SP 176107 | Area 105 A for Courtyard on Exclusive Use Plan at page 21 Area 105 B for Access on Exclusive Use Plan at page 21 |
| Lot 106 on SP 180827 | Area 106 A for Courtyard on Exclusive Use Plan at page 17 Area 106 B for Access on Exclusive Use Plan at page 17 |
| Lot 107 on SP 180827 | Area 107 A for Courtyard on Exclusive Use Plan at page 17 Area 107 B for Access on Exclusive Use Plan at page 17 |
| Lot 108 on SP 180827 | Area 108 A for Courtyard on Exclusive Use Plan at page 17 Area 108 B for Access on Exclusive Use Plan at page 17 |
| Lot 109 on SP 180827 | Area 109 A for Courtyard on Exclusive Use Plan at page 17 Area 109 B for Access on Exclusive Use Plan at page 17 |
| Lot 110 on SP 153972 | Area 110 A for Courtyard on Exclusive Use Plan at page 19 Area 110 B for Access on Exclusive Use Plan at page 19 |
| Lot 111 on SP 153972 | Area 111 A for Courtyard on Exclusive Use Plan at page 19 Area 111 B for Access on Exclusive Use Plan at page 19 |
| Lot 112 on SP 153972 | Area 112 A for Courtyard on Exclusive Use Plan at page 19 Area 112 B for Access on Exclusive Use Plan at page 19 |
| Lot 113 on SP 153972 | Area 113 A for Courtyard on Exclusive Use Plan at page 19 Area 113 B for Access on Exclusive Use Plan at page 19 |
| Lot 114 on SP 153972 | Area 114 A for Courtyard on Exclusive Use Plan at page 19 Area 114 B for Access on Exclusive Use Plan at page 19 |
| Lot 115 on SP 153973 | Area 115 A for Courtyard on Exclusive Use Plan at page 18 Area 115 B for Access on Exclusive Use Plan at page 18 |
| Lot 116 on SP 153973 | Area 116 A for Courtyard on Exclusive Use Plan at page 18 Area 116 B for Access on Exclusive Use Plan at page 18 |
| Lot 117 on SP 153973 | Area 117 A for Courtyard on Exclusive Use Plan at page 18 Area 117 B for Access on Exclusive Use Plan at page 18 |
| Lot 118 on SP 153973 | Area 118 A for Courtyard on Exclusive Use Plan at page 18 Area 118 B for Access on Exclusive Use Plan at page 18 |
| Lot 119 on SP 153973 | Area 119 A for Courtyard on Exclusive Use Plan at page 18 Area 119 B for Access on Exclusive Use Plan at page 18 |
| Lot 120 on SP 153973 | Area 120 A for Courtyard on Exclusive Use Plan at page 18 Area 120 B for Access on Exclusive Use Plan at page 18 |
| Lot 121 on SP 153973 | Area 121 A for Courtyard on Exclusive Use Plan at page 18 Area 121 B for Access on Exclusive Use Plan at page 18 |
| Lot 122 on SP 153973 | Area 122 A for Courtyard on Exclusive Use Plan at page 18 Area 122 B for Access on Exclusive Use Plan at page 18 |

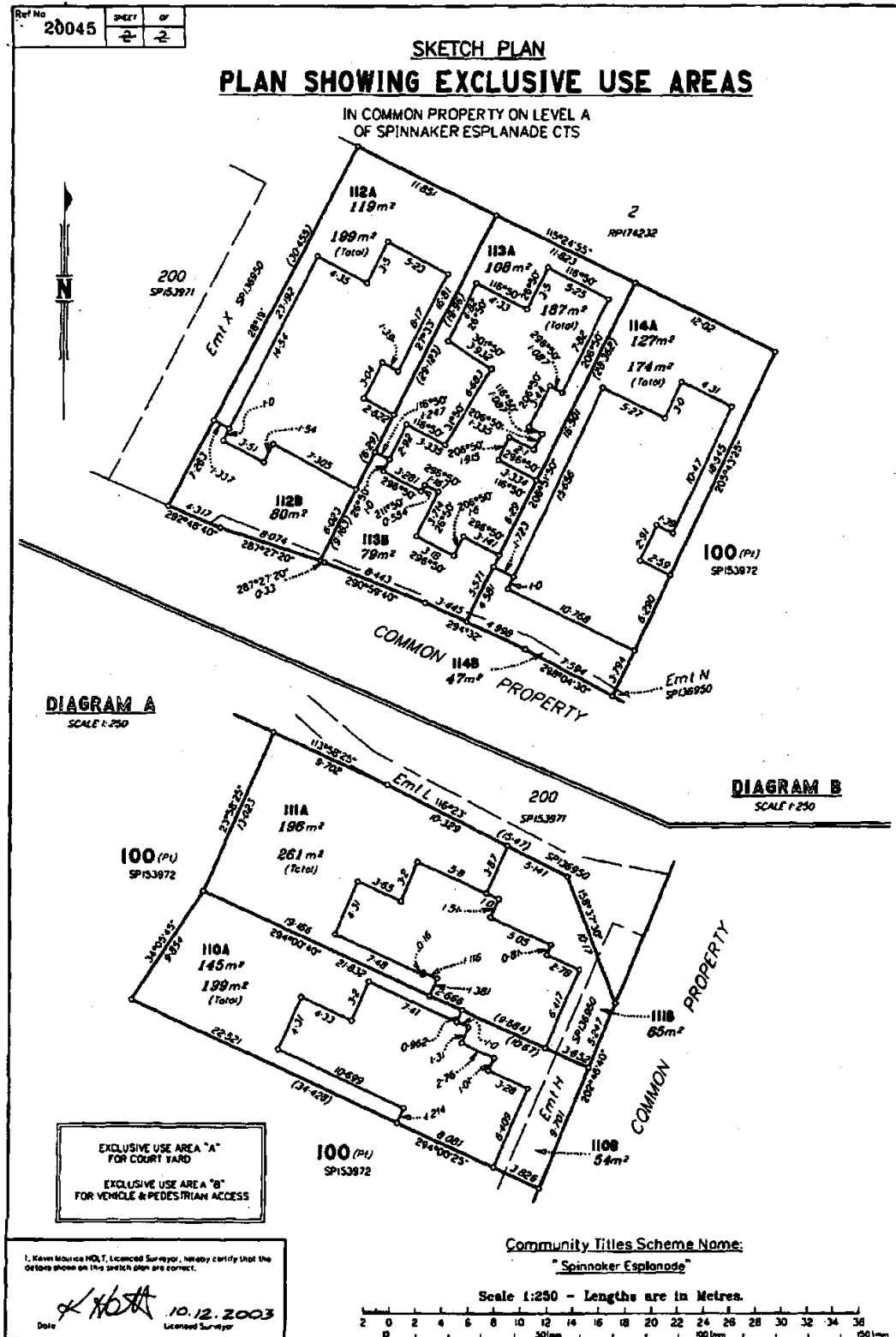


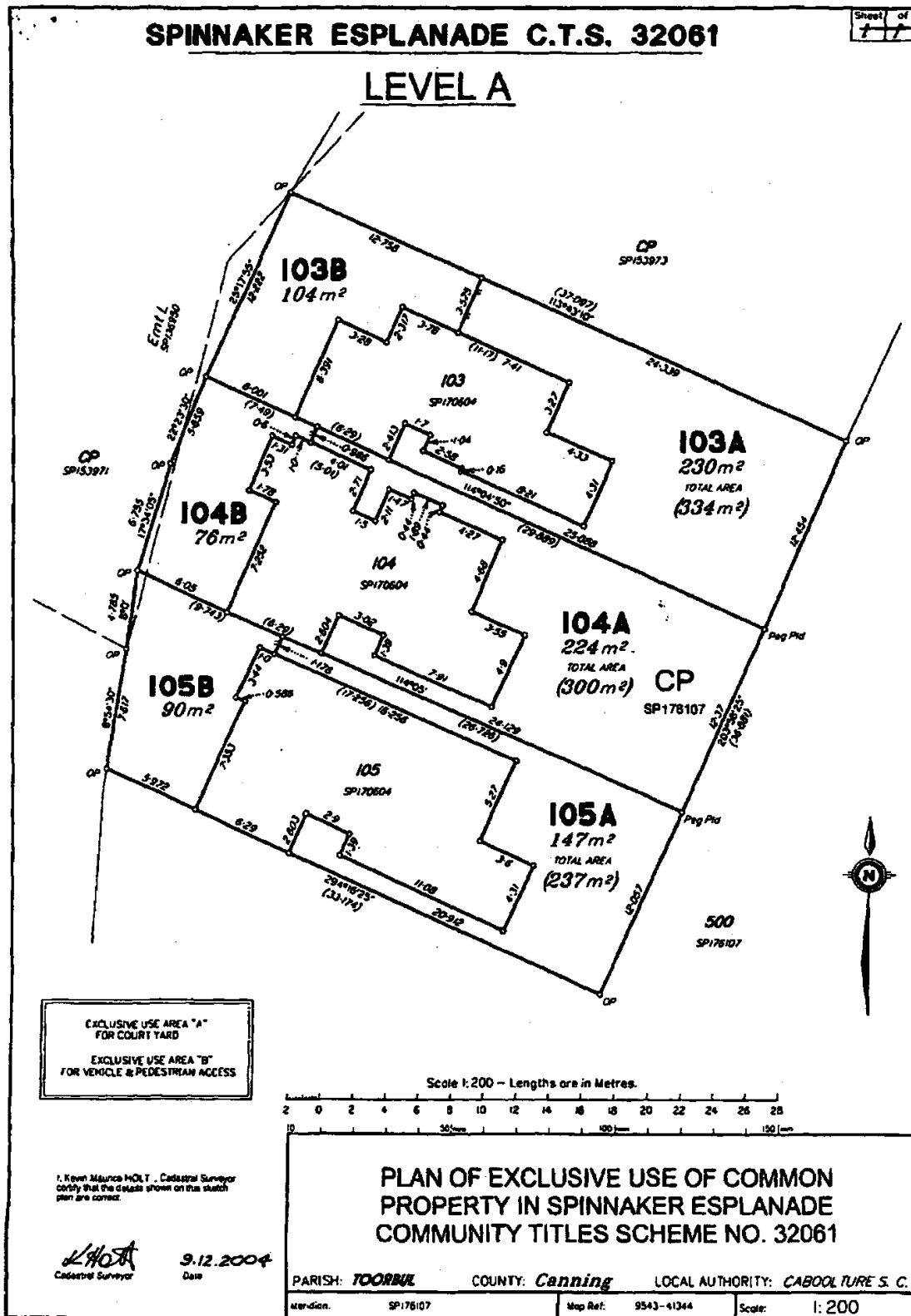
This Concept Plan is subject to the limitations set out in Schedule B of the Community Management Statement











15 July 2025

SPINNAKER ESPLANADE CTS 32061
Registered for GST

ABN: 79 195 247 224

Tax Invoice

CHUBE PTY LTD
145 Eagle Street
BRISBANE CITY QLD 4000

Ref

Re Lot 113 SPINNAKER ESPLANADE CTS 32061

Fee 101.34 Paid

Above Fee includes GST

Please find enclosed Body Corporate Information Certificate for the above lot, pursuant to the BCCM 1997 (including commenced amendments up to 2003 Act No.6).

PLEASE NOTE: THE INFORMATION ON THIS CERTIFICATE IS CORRECT AS AT THE DATE OF THE CERTIFICATE ONLY.

INSURANCE: If the body corporate insurance premium for this complex is paid by a separate levy (ie. not included in the Administration Fund levy) the details of the levy for this lot will be shown in an Annexure attached to this Information Certificate.

NEW OWNER: Please ensure the required BCCM FORM 8 - Information for Body Corporate Roll - is sent to our office immediately on settlement and include contact details (phone/email) where possible. Failure to do so may result in the purchaser not receiving levy notices in time to receive a discount and/or not receiving meeting documentation in time to attend a meeting or record a vote.

Should you require any further information please contact our office.

KBW COMMUNITY MANAGEMENT PTY LTD



BODY CORPORATE MANAGER

Body corporate information certificate*Body Corporate and Community Management Act 1997*

NOTES: THIS FORM IS FOR PARTICULAR INFORMATION ABOUT A LOT INCLUDED IN A SCHEME FOR WHICH ANY OF THE FOLLOWING REGULATIONS APPLY:

- | *Body Corporate and Community Management (Standard Module) Regulation 2008*
 - | *Body Corporate and Community Management (Accommodation Module) Regulation 2008*
 - | *Body Corporate and Community Management (Commercial Module) Regulation 2008*
 - | *Body Corporate and Community Management (Small Schemes Module) Regulation 2008*
- For a scheme regulated under the *Body Corporate and Community Management (Specified Two-Lot Schemes Module) Regulation 2011*, refer to BCCM Form 26 - Body Corporate Information Certificate (Specified Two-Lot Scheme).

Part A

This certificate sets out the amounts payable to the body corporate in the body corporate's current financial year, including any amounts due but unpaid, in respect of the following lot:

Name of Scheme **SPINNAKER ESPLANADE** CMS No. **32061**
 Lot No. **113** Plan No. **153972** Type **BUILDING FORMAT PLAN**

Section 205(5) of the Act provides that the person obtaining this certificate may rely on it against the body corporate as conclusive evidence of the matters stated, except for errors reasonably apparent. The legislation provides that a new owner becomes jointly and severally liable for any contribution, instalment, penalty or other amount payable to the body corporate that is due but unpaid when they become the owner.

Section 1 - Annual contributions

Provide details of all annual contributions including the periods each instalment covers, the due dates and any discounts.

Description of amounts payable by owner to the *Administrative Fund*

| Period | Amount | Due date | Date paid | Discount | If paid by | Date of notice |
|----------------------|----------|----------|-----------|----------|------------|----------------|
| 01/01/25 to 31/03/25 | 764.71 | 01/02/25 | 13/02/25 | 152.94 | 01/02/25 | 18/12/24 |
| 01/04/25 to 30/06/25 | 1,223.22 | 01/05/25 | 30/04/25 | 244.64 | 01/05/25 | 21/03/25 |
| 01/07/25 to 30/09/25 | 1,223.22 | 01/08/25 | | 244.64 | 01/08/25 | 20/06/25 |
| 01/10/25 to 31/12/25 | 1,223.22 | 01/11/25 | | 244.64 | 01/11/25 | |
| 01/01/26****31/03/26 | 1,108.59 | 01/02/26 | | 221.72 | 01/02/26 | |

Provide details of the percentage of any penalty applying to overdue contributions.

Monthly penalty on overdue contributions: **2.50 %**

| | | | | | |
|----------------------------|--|----------------------------|--|----------------------|------------|
| Total annual contributions | | Number of instalments/year | | Total amount overdue | Nil |
|----------------------------|--|----------------------------|--|----------------------|------------|

Amount Unpaid including amounts billed not yet due **\$1,223.22**

Description of amounts payable by owner to the *Sinking Fund*

| Period | Amount | Due date | Date paid | Discount | If paid by | Date of notice |
|----------------------|----------|----------|-----------|----------|------------|----------------|
| 01/01/25 to 31/03/25 | 1,010.59 | 01/02/25 | 13/02/25 | 202.12 | 01/02/25 | 18/12/24 |
| 01/04/25 to 30/06/25 | 729.80 | 01/05/25 | 30/04/25 | 145.96 | 01/05/25 | 21/03/25 |
| 01/07/25 to 30/09/25 | 729.80 | 01/08/25 | | 145.96 | 01/08/25 | 20/06/25 |
| 01/10/25 to 31/12/25 | 729.80 | 01/11/25 | | 145.96 | 01/11/25 | |
| 01/01/26****31/03/26 | 800.00 | 01/02/26 | | 160.00 | 01/02/26 | |

Monthly penalty on overdue contributions: **2.50 %**

| | | | | | |
|----------------------------|--|----------------------------|--|----------------------|---------------|
| Total annual contributions | | Number of instalments/year | | Total amount overdue | \$0.00 |
|----------------------------|--|----------------------------|--|----------------------|---------------|

Amount Unpaid including amounts billed not yet due **\$729.80**

Section 2 - Special contributions

Provide details of any special contributions including any percentage of any penalty applying to overdue contributions.

Administrative Fund

| Description | Amount | Due date | Date paid | Discount | If paid by | Date of notice |
|-------------|--------|----------|-----------|----------|------------|----------------|
|-------------|--------|----------|-----------|----------|------------|----------------|

Monthly penalty on overdue contributions:

2.50 % Amount Overdue**Nil**

Amount Unpaid including amounts billed not yet due

\$0.00

Sinking Fund

| Description | Amount | Due date | Date paid | Discount | If paid by | Date of notice |
|-------------|--------|----------|-----------|----------|------------|----------------|
|-------------|--------|----------|-----------|----------|------------|----------------|

Monthly penalty on overdue contributions:

2.50 % Amount Overdue**Nil**

Amount Unpaid including amounts billed not yet due

Nil

Section 3 (a) - Other Contributions

| Fund | Period | Amount | Due date | Date paid | Discount | If paid by | Date of notice |
|------------------|----------------------|--------|----------|-----------|----------|------------|----------------|
| Insurance Fund | 01/01/25 to 31/03/25 | 572.09 | 01/02/25 | 13/02/25 | 114.42 | 01/02/25 | 18/12/24 |
| Water & Sewerage | 01/02/25 | 234.62 | 01/02/25 | 13/02/25 | 0.00 | 01/02/25 | 18/12/24 |
| Insurance Fund | 01/04/25 to 30/06/25 | 584.87 | 01/05/25 | 30/04/25 | 116.97 | 01/05/25 | 21/03/25 |
| Water & Sewerage | 01/05/25 | 141.75 | 01/05/25 | 30/04/25 | 0.00 | 01/05/25 | 21/03/25 |
| Insurance Fund | 01/07/25 to 30/09/25 | 584.87 | 01/08/25 | | 116.97 | 01/08/25 | 20/06/25 |
| Insurance Fund | 01/10/25 to 31/12/25 | 584.87 | 01/11/25 | | 116.97 | 01/11/25 | |
| Insurance Fund | 01/01/26 to 31/03/26 | 581.68 | 01/02/26 | | 116.34 | 01/02/26 | |

Section 3 (b) - Other amounts payable to the body corporate

| Purpose | Fund | Amount | Due date | Amount |
|---------|------|--------|----------|--------|
|---------|------|--------|----------|--------|

Section 4 - Summary of amounts due but unpaid

| | | |
|-----------------------|--|-----|
| Annual contributions | | Nil |
| Special contributions | | Nil |
| Other contributions | | Nil |
| Other payments | | Nil |
| Penalties | | Nil |
| Total amount overdue | (Total Amount Unpaid including not yet due \$2,537.89) | Nil |

Part B

Regulation Module applying to this scheme: **Accommodation**

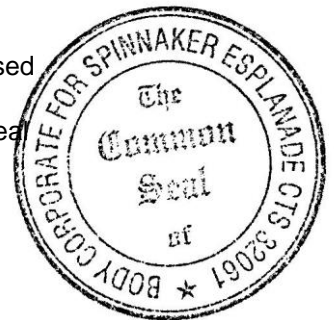
List all body corporate assets required to be recorded by the body corporate:

There are no assets required to be recorded.

Give details of any improvements effected to the common property which are for the benefit of the lot and which the owner must maintain, including the authorisation of the body corporate.

| Date | Description | Conditions |
|----------|---|------------|
| 13/03/09 | Blanket approval for owners to install Foxtel dishes at the complex. | |
| 13/03/09 | Blanket approval for owners to install security screens to match the window/door surrounds. | |

The Common Seal of Body Corporate for SPINNAKER ESPLANADE COMMUNITY TITLES SCHEME 32061 was hereunto affixed in the presence of KBW Community Management Pty Ltd by its duly authorised officer being a person authorised under the Body Corporate & Community Management Act 1997 to attest the affixing of Common Seal



Dated: 15/07/2025



IMPORTANT NOTES THAT FORM PART OF THIS CERTIFICATE

Periods marked with **** are not included in Annual Contributions total or Number of Instalments. They may also be subject to ratification at the next General Meeting. Amount overdue in credit indicates payment made before due date.

Amounts overdue are calculated for payment to the body corporate as at the date of the certificate. Amounts due pursuant to any proposed settlement may vary as a result of additional contributions becoming due, interest penalties and other amounts charged to the lot which may include legal costs and utility or other charges. If payment is not received by the body corporate before the end of the current month additional penalties will be charged at the rate noted in the certificate if applicable. Please note that payment must be in the body corporate bank account to avoid penalty.

CONTRACTS REGISTER

SPINNAKER ESPLANADE CTS 32061

| | | | |
|---|--|---|---|
| Contractor Name and Address KBW Community Management Pty Ltd PO Box 287 Mooloolaba Qld 4557 | Details of Duties AS PER AGREEMENT | Delegated Powers AS PER AGREEMENT | Basis of Remuneration Admin \$181.65 & \$56.74 Admin net per lot plus gst adjusted each year by budget. |
| Commencement Date | 15/02/25 | Termination Date | |
| Term of Contract | 1 Year | Finance | |
| Options | 2 Years | Name of Financier | |
| Copy of Agreement on File | | Date of Advice from Financier | |
| Workers Comp No | | Date of Withdrawal of Financier | |

| | | | |
|-----------------------------|-------------------|---------------------------------|--|
| Contractor Name and Address | Details of Duties | Delegated Powers | Basis of Remuneration per unit |
| Commencement Date | 28/01/04 | Termination Date | |
| Term of Contract | 270129 | Finance | |
| Options | | Name of Financier | |
| Copy of Agreement on File | | Date of Advice from Financier | |
| Workers Comp No | | Date of Withdrawal of Financier | |

| | | | |
|-----------------------------|-------------------|---------------------------------|-----------------------|
| Contractor Name and Address | Details of Duties | Delegated Powers | Basis of Remuneration |
| Commencement Date | | Termination Date | |
| Term of Contract | | Finance | |
| Options | | Name of Financier | |
| Copy of Agreement on File | | Date of Advice from Financier | |
| Workers Comp No | | Date of Withdrawal of Financier | |

| | | | |
|-----------------------------|-------------------|---------------------------------|-----------------------|
| Contractor Name and Address | Details of Duties | Delegated Powers | Basis of Remuneration |
| Commencement Date | | Termination Date | |
| Term of Contract | | Finance | |
| Options | | Name of Financier | |
| Copy of Agreement on File | | Date of Advice from Financier | |
| Workers Comp No | | Date of Withdrawal of Financier | |

| | | | |
|-----------------------------|-------------------|---------------------------------|-----------------------|
| Contractor Name and Address | Details of Duties | Delegated Powers | Basis of Remuneration |
| Commencement Date | | Termination Date | |
| Term of Contract | | Finance | |
| Options | | Name of Financier | |
| Copy of Agreement on File | | Date of Advice from Financier | |
| Workers Comp No | | Date of Withdrawal of Financier | |



CERTIFICATE OF CURRENCY

THE INSURED

| | |
|------------------------|---|
| POLICY NUMBER | QRSC15006914 |
| PDS AND POLICY WORDING | Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021 |
| THE INSURED | Body Corporate for Spinnaker Shores (PBC), Spinnaker Blue, Spinnaker Esplanade Community Title Scheme 32060,40812,32061 |
| SITUATION | 8 & 8a Spinnaker Drive, Sandstone Point, QLD, 4511 |
| PERIOD OF INSURANCE | Commencement Date: 4:00pm on 30/11/2024 Expiry Date: 4:00pm on 30/11/2025 |
| INTERMEDIARY | McLardy McShane Partners Pty Ltd |
| ADDRESS | Level 3, Building 7, Botanicca Corporate Park, 570-588 Swan Street, Richmond, VIC, 3121 |
| DATE OF ISSUE | 04/12/2024 |

POLICY LIMITS / SUMS INSURED

| | | | |
|------------|---------------------------------------|--|--------------|
| SECTION 1 | PART A | 1. Building | \$39,202,814 |
| | | Common Area Contents | \$392,028 |
| | PART B | 2. Terrorism Cover under Section 1 Part A2 | Applies |
| | | Loss of Rent/Temporary Accommodation | \$5,880,422 |
| | OPTIONAL COVERS | 1. Flood | Not Included |
| | | 2. Floating Floors | Not Included |
| SECTION 7 | Machinery Breakdown | | \$10,000 |
| SECTION 8 | Catastrophe | | \$5,880,422 |
| SECTION 10 | Lot Owners' Fixtures and Improvements | | \$300,000 |
| SECTION 11 | Loss of Lot Market Value | | Not Included |

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



CERTIFICATE OF CURRENCY

THE INSURED

| | |
|--------------------------|---|
| POLICY NUMBER | POL11018444 |
| PDS AND POLICY WORDING | Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021 |
| THE INSURED SITUATION | Body Corporate for Spinnaker Esplanade Community Title Scheme 32061 Spinnaker Drive, Sandstone Point, QLD, 4511 |
| PERIOD OF INSURANCE | Commencement Date: 4:00pm on 30/11/2024 Expiry Date: 4:00pm on 30/11/2025 |
| INTERMEDIARY | McLardy McShane Partners Pty Ltd |
| ADDRESS | Level 3, Building 7, Botanicca Corporate Park, 570-588 Swan Street, Richmond, VIC, 3121 |
| DATE OF ISSUE | 27/11/2024 |

POLICY LIMITS / SUMS INSURED

| | | | |
|-----------|---------------------------|--|--------------|
| SECTION 2 | Liability | | \$20,000,000 |
| SECTION 3 | Voluntary Workers | | Included |
| SECTION 5 | Fidelity Guarantee | | \$100,000 |
| SECTION 6 | Office Bearers' Liability | | \$2,000,000 |
| SECTION 7 | Machinery Breakdown | | Not Included |
| SECTION 9 | PART A | Government Audit Costs – Professional Fees | \$25,000 |
| | PART B | Appeal Expenses | \$100,000 |
| | PART C | Legal Defence Expenses | \$50,000 |

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

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

Identification number: PSC0224805

2. Location of the swimming pool

Property details are usually shown on the title documents and rates notices

Street address:

8 SPINNAKER DR

SANDSTONE POINT QLD

Postcode

4

5

1

1

Lot and plan details:

9999/SP/136951

Local government area:

MORETON BAY REGIONAL

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

If 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. Pool properties

Shared pool



Non-shared pool



Number of pools

1

5. Pool safety certificate validity

Effective date:

3

0

/

0

8

/

2

0

2

4

Expiry date:

3

0

/

0

8

/

2

0

2

5

6. Certification

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:

Shane Anthony BORG

Pool safety inspector
licence number:

PS15210514

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*. High penalties apply for non-compliance. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit

<https://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.

| | |
|-------------------------|---|
| Title | 125476 U 113/ 8 Spinnaker Drive Sandstone Point |
| File name | 113_8_Spinnaker_Drive_Form_2.pdf |
| Document ID | b18f397eac0b9a459146d5fac9e421ac0de4e0af |
| Audit trail date format | DD / MM / YYYY |
| Status | ● Signed |

Document history

| | | |
|--|--|---|
|  SENT | 18 / 07 / 2025 13:04:20 UTC+10 | Sent for signature to Simon Schoonens (schoonens@yahoo.com) from lawlogiclegal@gmail.com IP: 14.202.199.18 |
|  VIEWED | 18 / 07 / 2025 13:09:58 UTC+10 | Viewed by Simon Schoonens (schoonens@yahoo.com) IP: 202.172.96.134 |
|  SIGNED | 18 / 07 / 2025 13:11:07 UTC+10 | Signed by Simon Schoonens (schoonens@yahoo.com) IP: 202.172.96.134 |
|  COMPLETED | 18 / 07 / 2025 13:11:07 UTC+10 | The document has been completed. |