

Seller Disclosure Report

Vendor/s

CLARE ELIZABETH MORGAN, JACOB MATTHEW MORGAN

Property Address

UNIT 8 5 FACULTY CR, MUDGEERABA QLD 4213

Prepared On

Monday, August 11, 2025

In This Report

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Disclosure Statement

Seller disclosure statement



Queensland
Government

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 CLARE ELIZABETH MORGAN, JACOB MATTHEW MORGAN

Property address UNIT 8 5 FACULTY CR, MUDGEERABA QLD 4213
(referred to as the
“property” in this
statement)

Lot on plan description 8 on SP210677

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	<p>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.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No to affect the property after settlement.</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> <ul style="list-style-type: none"> » the start and end day of the term of the lease: » the amount of rent and bond payable: » whether the lease has an option to renew: <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 given, together with relevant plans, if any. <input type="checkbox"/> Yes</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>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <p>Please refer to the attached Statutory Encumbrance Maps and Annexure for further information.</p>
Residential tenancy or rooming accommodation agreement	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> 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? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> <input type="text"/></p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> 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 <i>(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)</i>:</p> <p>Low density residential zone</p>		
Transport proposals and resumptions	<p>The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. <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><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>		
Contamination and environmental protection	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. <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 <i>Environmental Protection Act 1994</i> (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 <i>Environmental Protection Act 1994</i> (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 <i>Environmental Protection Act 1994</i> (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 <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>		
Heritage	<p>The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (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	There is a relevant pool for the property.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Pool compliance certificate is given.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>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.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	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.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	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.		

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: \$1,200.89 Date Range: 1/07/2025 - 31/12/2025
	OR
	The property is currently a rates exempt lot.** <input type="checkbox"/>
	OR
	The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. <input type="checkbox"/>

*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—
	<p>The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:</p> <div> Amount: \$250.97 Date Range: 13/03/2025 to 09/06/2025 </div> <p>OR</p> <p>There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:</p> <div> Amount: <input type="text"/> Insert estimated amount Date Range: <input type="text"/> Insert date range </div>

* 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	<p>The property is included in a community titles scheme. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(If Yes, complete the information below)</i></p>
Community Management Statement	<p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. <input checked="" type="checkbox"/> Yes</p> <p>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.</p>
Body Corporate Certificate	<p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <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 <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	<p>Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> 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.</p>

Building Units and Group Titles Act 1980	<p>The property is included in a BUGTA scheme <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>(If Yes, complete the information below)</i></p>
Body Corporate Certificate	<p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <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 <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. <p>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.</p>

Signatures – SELLER

Signed by:
Clare Morgan
BC62532D039261CC

Signature of seller

Clare Morgan

Name of seller

11/08/2025 01:58 pm

Date

Signed by:
Jacob Morgan
733373815828327E

Signature of seller

Jacob Morgan

Name of seller

11/08/2025 01:01 pm

Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Name of buyer

Date

Signature of buyer

Name of buyer

Date

Searches

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52769060
Search Date: 29/07/2025 12:48

Title Reference: 50710727
Date Created: 25/03/2008

Previous Title: 50491576

REGISTERED OWNER

Dealing No: 722213465 05/01/2023

CLARE ELIZABETH MORGAN
JACOB MATTHEW MORGAN JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 8 SURVEY PLAN 210677
Local Government: GOLD COAST
COMMUNITY MANAGEMENT STATEMENT 38226

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10250040 (POR 7)
2. MORTGAGE No 722213466 05/01/2023 at 11:27
MEMBERS BANKING GROUP LIMITED A.C.N. 087 651 054

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

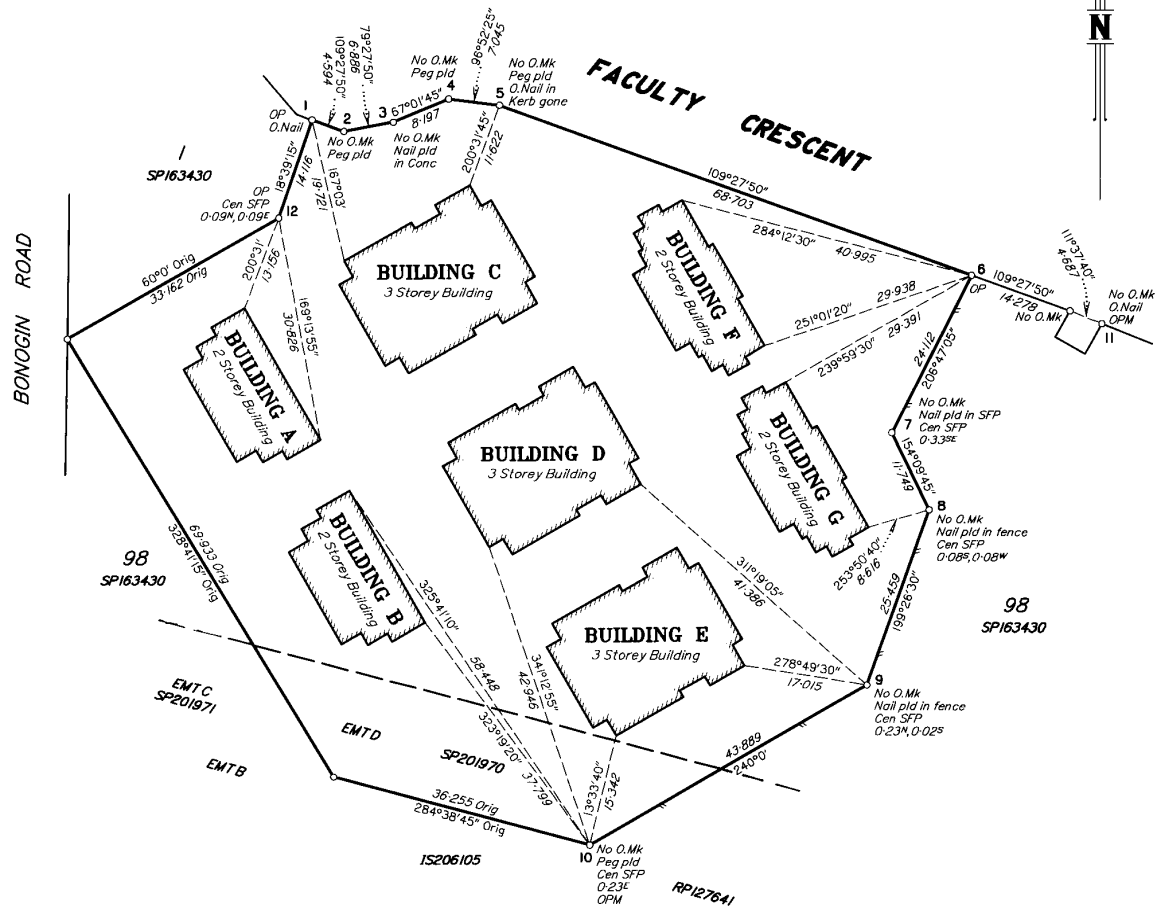
Land Title Act 1994 ; Land Act 1994
Form 21 Version 2

SURVEY PLAN

Sheet 1	of 4
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Area of Base Parcel

8231 m²



REFERENCE MARKS

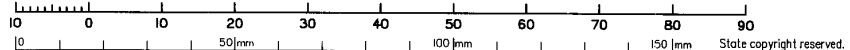
STN	TO	ORIGIN	BEARING	DIST	
1	<i>O.Nail in Kerb</i>	14/SP163430	349°08'40"	15.644	New Conn.
5	<i>O.Nail in Kerb gone</i>	16/SP163430	350°18'	3.984	
10	<i>O.Nail in Kerb</i>	19/SP163430	315°26'	8.827	
11	<i>Nail in Conc</i>		173°30'20"	10.726	

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO	
10-OPM	2/SP138298	249°18'05"	83-774	129663	New Conn.
11-OPM	1/SP167629	68°03'20"	99-17	130277	New Conn.

Original information compiled from
SPI63430 in the Department of Natural
Resources and Water.

Scale 1:600 - Lengths are in Metres.



ANDREWS & HANSEN PTY LTD (ACN 010 742 784) hereby certify that the land comprised in this plan was surveyed by the corporation, by Colin Robert HANSEN, Cadastral Surveyor, for whose work the corporation accepts responsibility and that the plan is accurate, that the said survey was performed in accordance with the *Survey and Mapping Infrastructure Act 2003* and *Surveyors Act 2003* and associated Regulations and Standards and that the said survey was completed on


Director

Date 8/2/2008

Director

Plan of Lots 1-20 & Common Property

Cancelling Lot 17 on SP163430

PARISH: **MUDGEERABA** COUNTY: **Ward**

Meridian: *SP163430*

F/N's:	No
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Scale: **1:600**

Format: **BUILDING**



SP210677

Plan Status:

<div style="text-align: right; font-size: 1.2em; font-weight: bold;">711520626</div> <div style="text-align: right; font-size: 0.8em;">\$1601.10 20/03/2008 13:33</div> <div style="text-align: left; font-weight: bold; margin-top: 10px;">GC 400 NT</div>	<div style="text-align: center; font-weight: bold; font-size: 0.9em;"> WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins. </div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 2px;">Registered</td> <td style="width: 50%; padding: 2px;">5. Lodged by</td> </tr> <tr> <td colspan="2" style="padding: 2px; font-size: 0.8em;">(Include address, phone number, reference, and Lodger Code)</td> </tr> </table>	Registered	5. Lodged by	(Include address, phone number, reference, and Lodger Code)	
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(Include address, phone number, reference, and Lodger Code)					

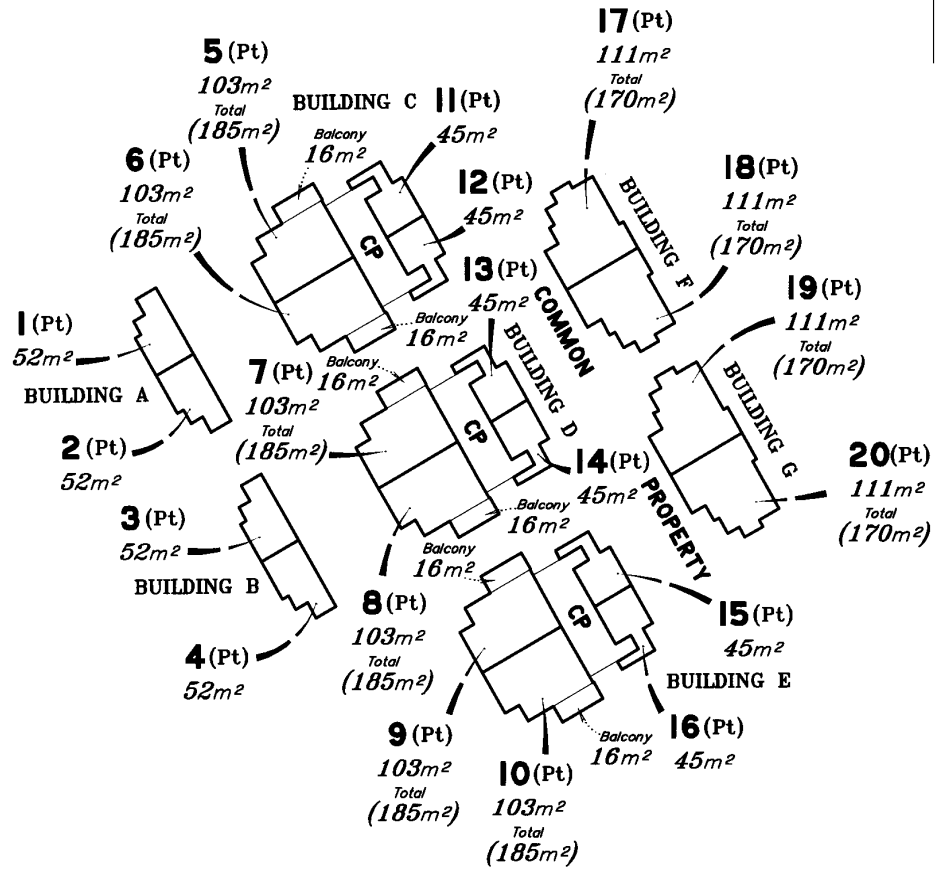
1. Certificate of Registered Owners or Lessees. I/We <u>HERON DEVELOPMENTS PTY LTD ACN 112 328 588</u> <u>TRUSTEE UNDER INSTRUMENT 7093259615</u> <div style="font-size: 0.8em;">(Names in full)</div> <div style="font-size: 0.8em;">* as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.</div> <div style="font-size: 0.8em;">* as Lessees of this land agree to this plan.</div> <div style="margin-top: 10px;"> <div style="font-size: 0.8em;">Signature of Registered Owners Lessees <u>HERON DEVELOPMENTS PTY LTD.</u> <u>(ACN 112 328 588)</u></div> </div> <div style="font-size: 0.8em;">* Rule out whichever is inapplicable</div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3" style="font-size: 0.8em;">6. Existing</th> <th colspan="3" style="font-size: 0.8em;">Created</th> </tr> <tr> <th style="font-size: 0.7em;">Title Reference</th> <th style="font-size: 0.7em;">Lot</th> <th style="font-size: 0.7em;">Plan</th> <th style="font-size: 0.7em;">Lots</th> <th style="font-size: 0.7em;">Emts</th> <th style="font-size: 0.7em;">Road</th> </tr> <tr> <td style="font-size: 0.8em;">50491576</td> <td style="font-size: 0.8em;">17</td> <td style="font-size: 0.8em;">SP163430</td> <td style="font-size: 0.8em;">1-20 & CP</td> <td style="font-size: 0.8em;">-</td> <td style="font-size: 0.8em;">-</td> </tr> </table> <div style="text-align: center; font-weight: bold; font-size: 0.9em;">ENCUMBRANCE EASEMENT ALLOCATIONS</div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="font-size: 0.8em;">Easement</th> <th style="font-size: 0.8em;">Lots to be Encumbered</th> </tr> <tr> <td style="font-size: 0.8em;">602619260</td> <td style="font-size: 0.8em;">CP</td> </tr> <tr> <td style="font-size: 0.8em;">710647986</td> <td style="font-size: 0.8em;">CP</td> </tr> </table> <div style="text-align: center; font-weight: bold; font-size: 0.9em;">MORTGAGE ALLOCATIONS</div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="font-size: 0.8em;">Mortgage</th> <th style="font-size: 0.8em;">Lots Fully Encumbered</th> <th style="font-size: 0.8em;">Lots Partially Encumbered</th> </tr> <tr> <td style="font-size: 0.8em;">709325621</td> <td style="font-size: 0.8em;">1-20</td> <td style="font-size: 0.8em;">-</td> </tr> </table> <div style="text-align: center; font-weight: bold; font-size: 0.9em;">11th February 2005</div> <div style="text-align: center; font-weight: bold; font-size: 0.8em;">Date of Planning Approval</div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; font-size: 0.8em;">1-20 & CP</td> <td style="width: 50%; text-align: center; font-size: 0.8em;">7</td> </tr> <tr> <td style="font-size: 0.8em;">Lots</td> <td style="font-size: 0.8em;">Orig</td> </tr> </table>	6. Existing			Created			Title Reference	Lot	Plan	Lots	Emts	Road	50491576	17	SP163430	1-20 & CP	-	-	Easement	Lots to be Encumbered	602619260	CP	710647986	CP	Mortgage	Lots Fully Encumbered	Lots Partially Encumbered	709325621	1-20	-	1-20 & CP	7	Lots	Orig
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1-20 & CP	7																																		
Lots	Orig																																		

2. Local Government Approval. * <u>COUNCIL OF THE CITY OF GOLD COAST</u> hereby approves this plan in accordance with the : % <div style="text-align: center; font-weight: bold; font-size: 1.1em; margin-top: 10px;">INTEGRATED PLANNING ACT 1997</div> <div style="margin-top: 20px;"> Dated this <u>13th</u> day of <u>March</u> <u>2008</u> <div style="text-align: center; margin-top: 10px;"> <div style="font-size: 0.8em;"># David Andrew Lohar Authorising Officer #</div> </div> </div> <div style="font-size: 0.8em; margin-top: 10px;"> * Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or # Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990 </div>	7. Portion Allocation : <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="font-size: 0.8em;">8. Map Reference :</td> <td style="font-size: 0.8em;">9541-14212</td> </tr> <tr> <td style="font-size: 0.8em;">9. Locality :</td> <td style="font-size: 0.8em;">MUDGEERABA</td> </tr> <tr> <td style="font-size: 0.8em;">10. Local Government :</td> <td style="font-size: 0.8em;">CITY OF GOLD COAST</td> </tr> </table> 11. Passed & Endorsed : <div style="font-size: 0.8em; margin-top: 5px;"> By: <u>ANDREWS & HANSEN PTY LTD</u> <u>ACN 010 742 784</u> Date: <u>8/2/08</u> Signed: Designation: <u>Cadastral Surveyor</u> </div>	8. Map Reference :	9541-14212	9. Locality :	MUDGEERABA	10. Local Government :	CITY OF GOLD COAST
8. Map Reference :	9541-14212						
9. Locality :	MUDGEERABA						
10. Local Government :	CITY OF GOLD COAST						

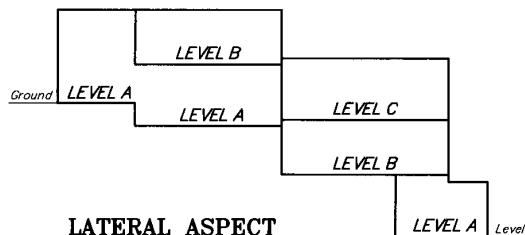
3. Plans with Community Management Statement : <div style="font-size: 0.8em; margin-top: 5px;"> CMS Number : <u>38226</u> Name : <u>"SOMERSET CREST"</u> </div>	4. References : <div style="font-size: 0.8em; margin-top: 5px;"> Dept File : Local Govt : Surveyor : <u>7512</u> </div>	12. Building Format Plans only. I certify that : * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road; * Part of the building shown on this plan encroaches onto adjoining lots and road <div style="margin-top: 10px;"> <div style="font-size: 0.8em;"> Licensed Surveyor/Director * <u>8/2/08</u> * delete words not required Date </div> </div> 13. Lodgement Fees : <table style="width: 100%; font-size: 0.8em;"> <tr> <td>Survey Deposit</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Lodgement</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>..... New Titles</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Photocopy</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Postage</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$</td> </tr> </table> <div style="font-size: 0.8em;"> 14. Insert Plan Number SP210677 </div>	Survey Deposit	\$	Lodgement	\$ New Titles	\$	Photocopy	\$	Postage	\$	TOTAL	\$
Survey Deposit	\$													
Lodgement	\$													
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TOTAL	\$													

LEVEL A

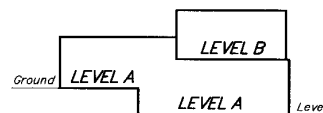
Scale 1:600



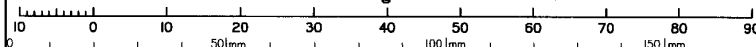
BUILDINGS C, D & E



BUILDINGS F & G



Scale 1:600 - Lengths are in Metres.

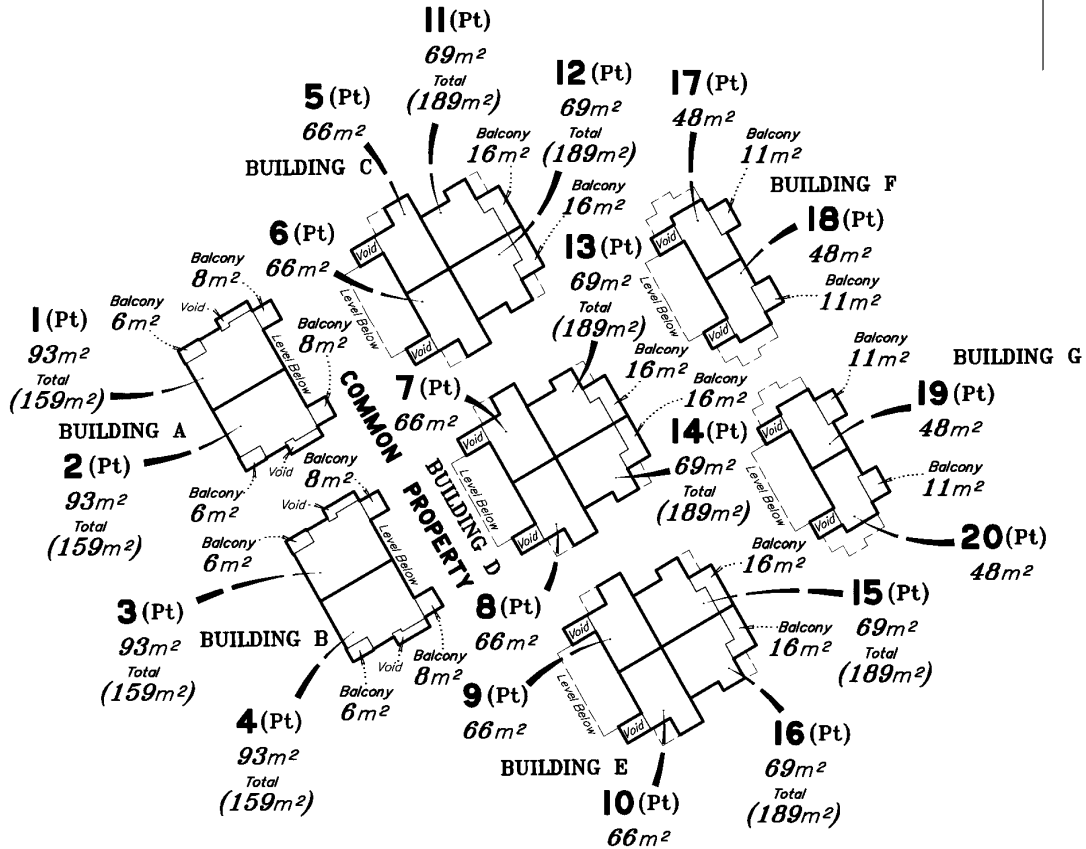


State copyright reserved.

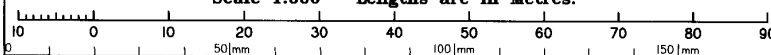
Insert Plan Number **SP210677**

LEVEL B

Scale 1:600



Scale 1:600 - Lengths are in Metres.

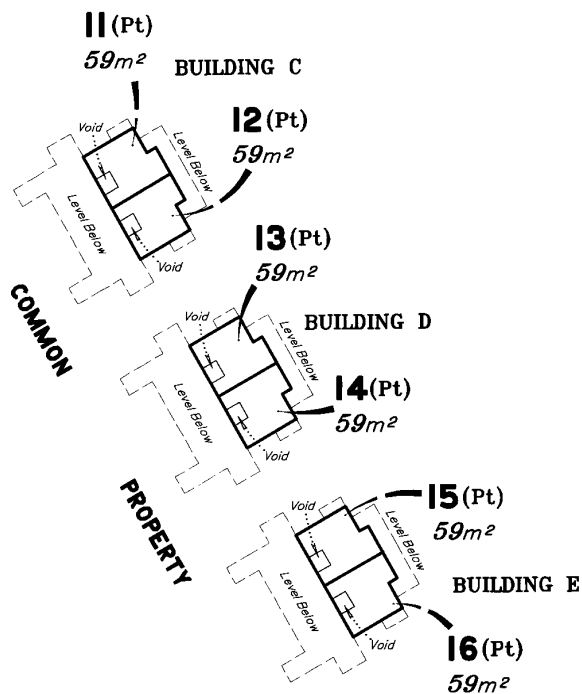


State copyright reserved.

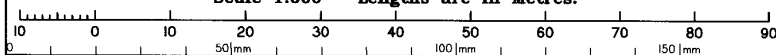
Insert Plan Number **SP210677**

LEVEL C

Scale 1:600



Scale 1:600 - Lengths are in Metres.



State copyright reserved.

Insert
Plan
Number **SP210677**

Property Fact Pack

develo

u8/5 Faculty Crescent
Mudgeeraba QLD 4213

YOUR DIGITAL COPY



Easements



Flood History



Character



Flooding



Flood Coastal



Historic Imagery



Overland Flow Flooding



Flood Planning



Vegetation

At a glance

This report provides important property information and identifies the common considerations when buying property, building or renovating.



Easements



CONSIDERATIONS
IDENTIFIED



Flooding



NO
CONSIDERATIONS
IDENTIFIED



Character



NO
CONSIDERATIONS
IDENTIFIED



Vegetation



CONSIDERATIONS
IDENTIFIED



Environment



NO
CONSIDERATIONS
IDENTIFIED



Bushfire



NO
CONSIDERATIONS
IDENTIFIED



Noise



NO
CONSIDERATIONS
IDENTIFIED

DATE OF REPORT

29th of July, 2025

ADDRESS

u8/5 FACULTY CRESCENT

LOT/PLAN

8/SP210677

COUNCIL

Gold Coast

ZONING

- Low Density Residential

UTILITIES

- Power
- Sewer
- Stormwater
- Water

SCHOOL CATCHMENTS

- Clover Hill SS
- Robina SHS

CLOSEST CITY

Gold Coast - 10km

Easements

What access rights exist over the property?



THINGS TO KNOW

Easements are legal rights allowing a person or government authority to access a specific portion of land for a particular purpose. They are commonly required for the maintenance of utilities including large water and sewer pipes, stormwater drains, and power lines. Easements are also created for shared vehicle access through a property or for maintenance of built to boundary walls.

Easements are recorded on a land title and agreed to by the landowner at the time of subdivision. The easement remains on the title even if the land is sold to someone else. Typically, a landowner cannot build permanent structures within an easement area or obstruct the access of the authorised party.



Before building within or over an easement, you must obtain approval from the easement owner and should speak to a building certifier to understand any specific considerations.

Note: The map identifies only publicly registered easements provided by the relevant authority and is not a definitive source of information. You should order a certificate of title & survey plan from the titles office to be sure. Although rare, private covenants or agreements over the land may exist. If you have specific concerns about land entitlements, please contact a solicitor.

Questions to ask

- Does the easement benefit or burden the property?
- Who is responsible for the land within the easement area?
- What other impacts does the easement have on the design of my building?

LEGEND

-  Selected Property
-  Easement

Flooding

Is the property in a potential flood area?



THINGS TO KNOW

If your property is in a potential flood area, it's important to understand the possible risks, impacts and causes of flooding. Flooding commonly happens when prolonged or heavy rainfall causes waterways to rise, overflowing into nearby properties.

The likelihood of a flood is often described using Annual Exceedance Probability (AEP), which shows the chance of a flood happening in any given year. For example, a 1% AEP flood has a 1 in 100 chance of occurring annually.

Building, renovating, or developing in flood-prone areas may require government assessment. For instance, floor heights might need to be built above flood levels, or structures designed to allow water to flow beneath raised buildings.

It is important to check with your local authority (e.g. flood check report) to understand flood risks and access detailed information.

PROPERTY DUE DILIGENCE REPORT | u8/5 FACULTY CRESCENT

Note: Government flood risk models are broad guides that estimate flood probability and acceptable risk but don't guarantee site-specific accuracy or immunity. They are primarily developed by local authorities to govern future development on that sites to mitigate risks for residents. Newly subdivided lots may have already considered flooding risks and developed above acceptable flood risk levels rendering the mapping invalid. For specific concerns, consult your local authority, local flood check or a qualified professional.

Questions to ask

- What are the building requirements in a potential flood area?
- Can the flood risk be reduced through design measures?
- What is the probability of flooding and is this an acceptable risk for your plans?

LEGEND

 Selected Property

Character

Is the property in a character or heritage area?



THINGS TO KNOW

Heritage and character places are to be retained or restored to preserve their unique character value and charm. Any extensions or alterations to existing heritage buildings should complement the traditional building style of the area. There may also be demolition restrictions for existing heritage buildings.

If a property is identified in a character area, any new houses or an extension to a house may need to be designed to fit in with the existing building character of the area.

Note: It is not only houses or buildings that are protected by heritage values, there may be structures or landscape features on site that are protected by heritage values. It is essential to consult with the local authority or a building certifier for guidance on heritage places.

Questions to ask

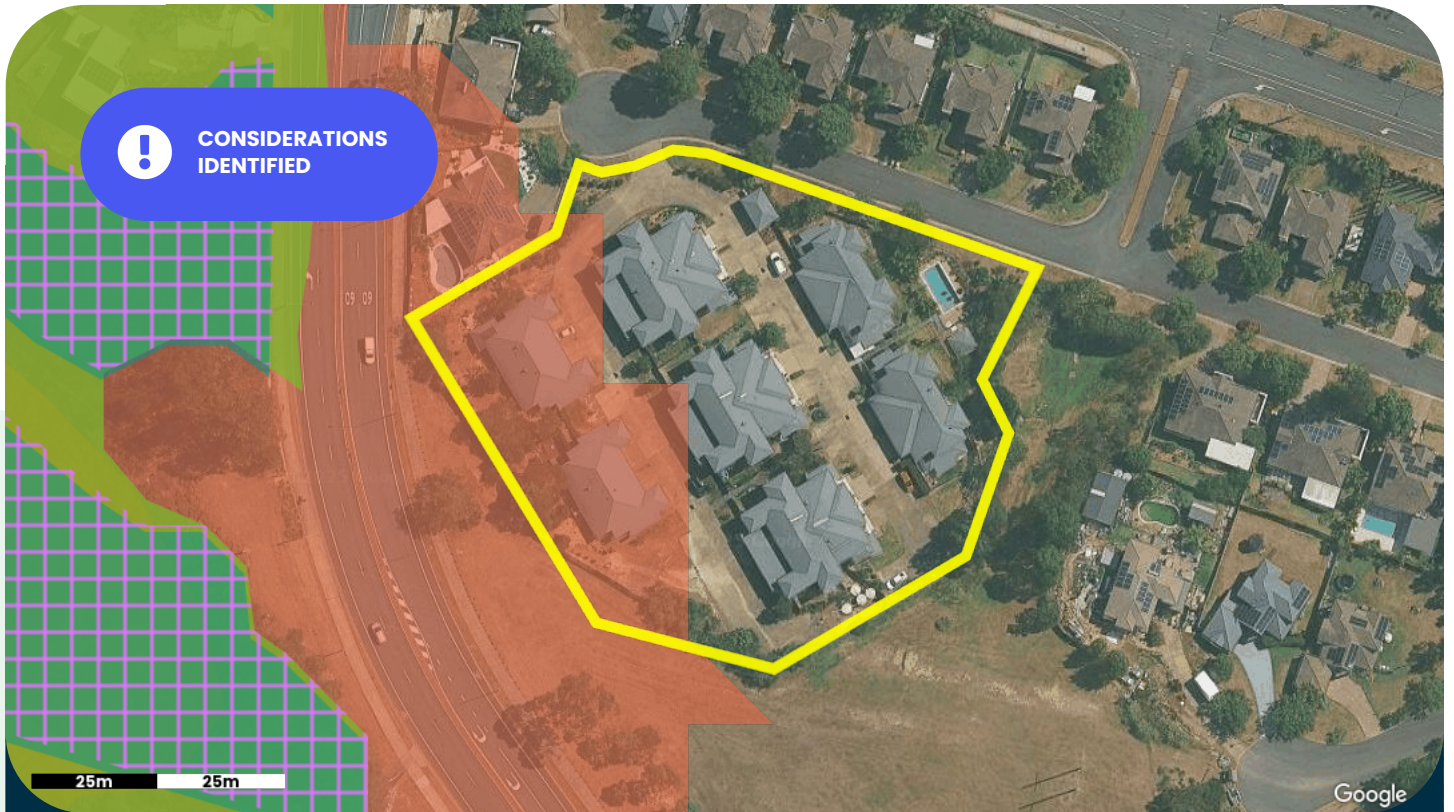
- Is the property protected by Character or Heritage restrictions?
- What impacts do these restrictions have on renovations, extensions, or new builds?
- Is approval required for works under Character or Heritage restrictions?
- How does this consideration positively or negatively impact the property?

LEGEND

 Selected Property

Vegetation

Is the property in an area with vegetation protection?



Sources: Queensland Government, City Of Gold Coast Council

THINGS TO KNOW

Properties located in protected vegetation areas may have tree clearing restrictions over the native vegetation or significant vegetation on the property. Your property may have vegetation protection if it:

- is located near a river, creek or a waterway corridor
- is located in a bushland area or rural area with native vegetation
- contains large significant trees even in an urban area
- the trees have heritage values and cultural sentiment

If these features are present, your property may contribute to the preservation of important environmental or cultural values. In these cases, planning controls may apply to help guide how vegetation is managed or how land can be developed.

Note: The map provided identifies areas that may have restrictions on tree clearing of native vegetation or significant. The mapping is based on broad modelling assumptions and does not assess each site individually. Newly subdivided lots may already have considered protected vegetation in the design of the subdivision and removal of vegetation approved by Council. To obtain accurate information about tree clearing and building on a site with protected vegetation considerations, it is recommended to contact your local Council or a local arborist for guidance.

Questions to ask

- Where is the protected vegetation located on the property?
- Is the identified vegetation "native" or an introduced species?
- How does this consideration positively or negatively impact the property?

LEGEND

- Selected Property
- Protected Vegetation - Rvm Cat B (Remnant Vegetation)
- Vegetation Management - Medium Priority Vegetation
- + Essential Habitat
- Local Significant Species
- Waterway And Wetland Buffer Area
- Wetland

Environment

Are there any environmental values present on the property?



Sources: Queensland Government

THINGS TO KNOW

Environmental values are areas identified by government authorities to help protect biodiversity through the planning system and environmental protection frameworks. These values may include:

- national parks and protected environmental areas
- protected species and their habitats
- important wetlands and waterways
- endangered or of concern regional ecosystems and riparian zones

If an environmental value is identified on your property, it's important to understand what this means for land use. In many cases, especially in urban or built-up areas, these values may not affect how you use or develop the land. However, they may place restrictions on construction or activities such as clearing native trees. To find out what implications these values have for your property, consult a qualified environmental professional or contact the relevant government authority.

Note: The accompanying map highlights areas where restrictions may apply to vegetation clearing or land use restrictions. It is based on broad modelling assumptions and does not assess each site individually. In newly subdivided areas, environmental values may have already been considered during the subdivision approval process.

Questions to ask

- Where are the areas with environmental value located on the property?
- What type of vegetation or habitat is protected, and how does it contribute to local biodiversity?
- How might these environmental values influence development or use of the property?

LEGEND

-  Selected Property
-  Wildlife Habitat - Mses
-  Core Koala Habitat Area

Bushfire

Is the property in a potential bushfire area?



THINGS TO KNOW

Being located in a bushfire area does not guarantee a bushfire occurrence but signifies that the property has been identified as having conditions conducive to supporting a bushfire. Factors such as a dry climate, dense surrounding vegetation, and steep landscapes all contribute to the impact and intensity of a bushfire.

If you plan to build or develop in a bushfire area, your construction may need to adhere to specific requirements to ensure resident safety. This could involve proper building siting, creating barriers and buffer zones around your home, and using appropriate building design and materials to minimise the impact of bushfires.

Note: The map provided is based on broad government modelling assumptions and does not assess each site individually or guarantee bushfire immunity.

Newly subdivided lots may have already considered bushfire risk in the design of the subdivision, potentially involving vegetation removal, and gained approval from the Council. You should speak with the Council or a building certifier to identify any relevant safety requirements for your site.

Questions to ask

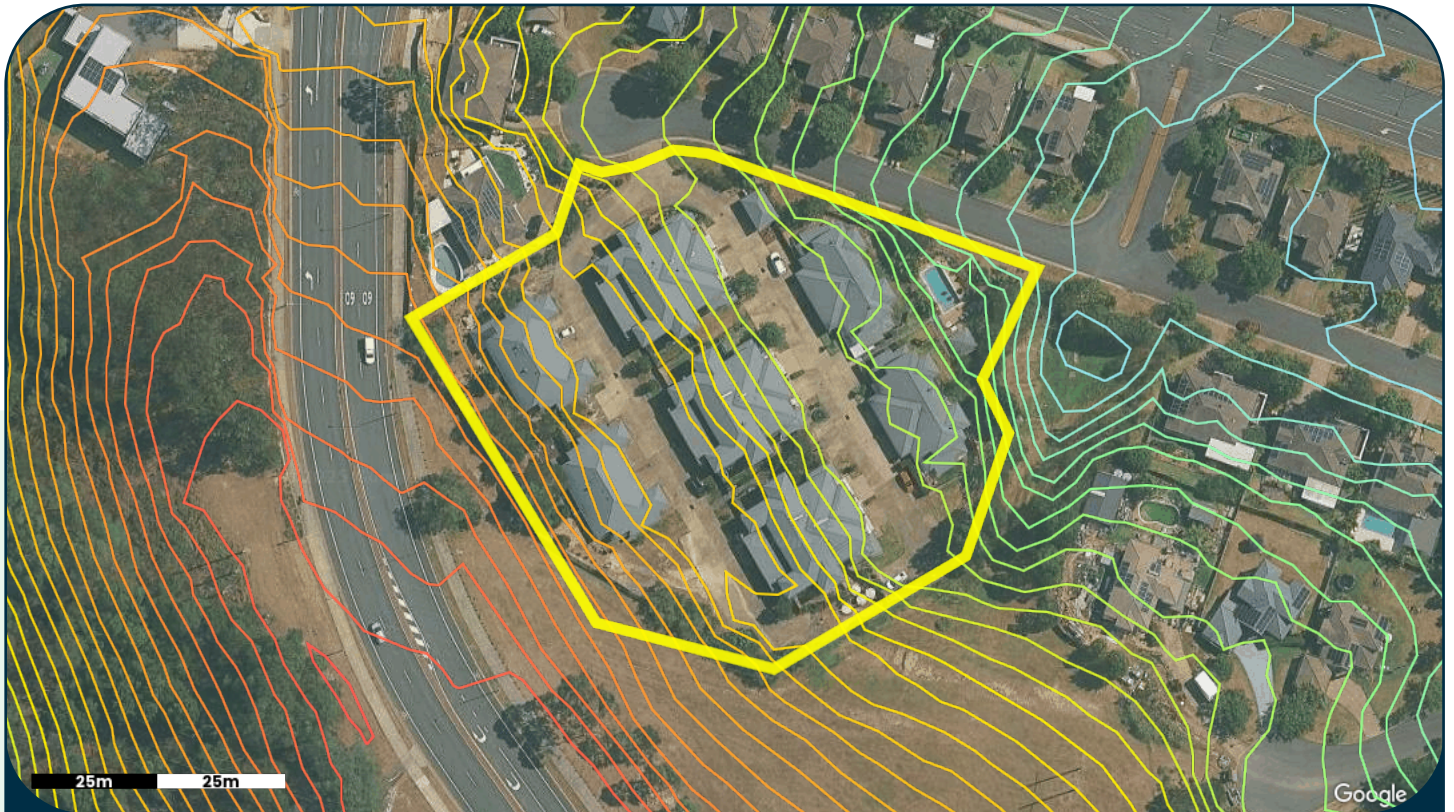
- What is the significance of the bushfire risk to the property?
- What can be built in a bushfire risk area?
- Can bushfire impacts be reduced through design?

LEGEND

 Selected Property

Steep Land

Is there significant slope on this property?



Sources: Department Of Resources

THINGS TO KNOW

Understanding how the land slopes on your property is important to know for building construction, soil and rainwater management purposes. A sloping block is a title of land that has varying elevations. Whether the slope is steep or gradual, knowing the land's topography helps in planning and building structures on site.

A flat block of land is generally easier to construct on but sloping land has other benefits if the building is designed well, such as improved views, drainage and ventilation. Properties with steep slopes pose challenges, particularly regarding soil stability. Retaining walls and other stabilisation measures may be necessary to prevent erosion and ensure the safety of structures.

For an accurate assessment of your property's slopes and suitability for construction, consult a surveyor or structural engineer.

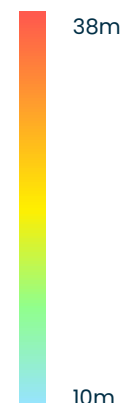
Note: The information provided is based on general modelling assumptions and does not evaluate each site individually. Changes in the landscape such as retaining walls may have occurred. The contour lines provided show elevation measurement above sea level.

Questions to ask

- Where is the steep land and/or landslide risk located?
- How does this affect what can be built on the property?
- Can the steep land and/or landslide risk be improved?

LEGEND

- Selected Property
- Property Est. Fall: ~18m
- Property High: ~32m
- Property Low: ~14m



Noise

Is the property in a potential noise area?



THINGS TO KNOW

Some properties may be located near uses that generate noise such as road, rail and airport traffic. These noise generating uses can cause some nuisance for the occupants of a building if it is loud and consistent. When building, extending or developing property in a noise affected area, you may be required to consider design features that reduce noise for the residents of the dwelling.

Common design features some local Councils may require include installing double glazing windows, noise attenuation doors and fences. You may wish to contact an acoustic engineer for more information.

Note: The map provided identifies noise based on government broad modelling assumptions and does not assess each site individually or any nearby sound barriers such as acoustic fences, buildings, vegetation, or earth mounds.

Questions to ask

- What is the significance of the noise impacts?
- How do noise impacts affect renovations, extensions or new builds?
- How can noise impacts be reduced through design?
- How might you confirm the noise levels and whether they are acceptable?

LEGEND

 Selected Property

Water

Are there any water pipes nearby?



Sources: City Of Gold Coast Council

THINGS TO KNOW

Water mains carry potable water from water treatment facilities to properties to use for drinking, washing and watering of gardens. These mains are owned by Council or a local Service Authority. It is important to locate these pipes before you start any underground work, to avoid costly damage to the mains.

If you are planning to develop or renovate a property and the building work is close to or over water and sewer mains, you may be required to obtain approval from local Council or the Service Authority. You should also contact a surveyor or register professional to identify any underground services before commencing any work.




Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground. The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from.

The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

- Where is the water infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified water infrastructure?

LEGEND

-  Selected Property
-  Water Connection
-  Water Pipe

Sewer

Are there any sewer pipes nearby?



Sources: City Of Gold Coast Council

THINGS TO KNOW

Sewer mains carry wastewater away from properties to sewage treatment facilities. These mains are owned by Council or a local Service Authority. It is important to locate these pipes before you start any underground work, to avoid costly damage to the mains.

If you are planning to develop or renovate a property and the building work is close to or over water and sewer mains, you may be required to obtain approval from local Council or the Service Authority. You should also contact a surveyor or register professional to identify any underground services before commencing any work.





Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground. The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from.

The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

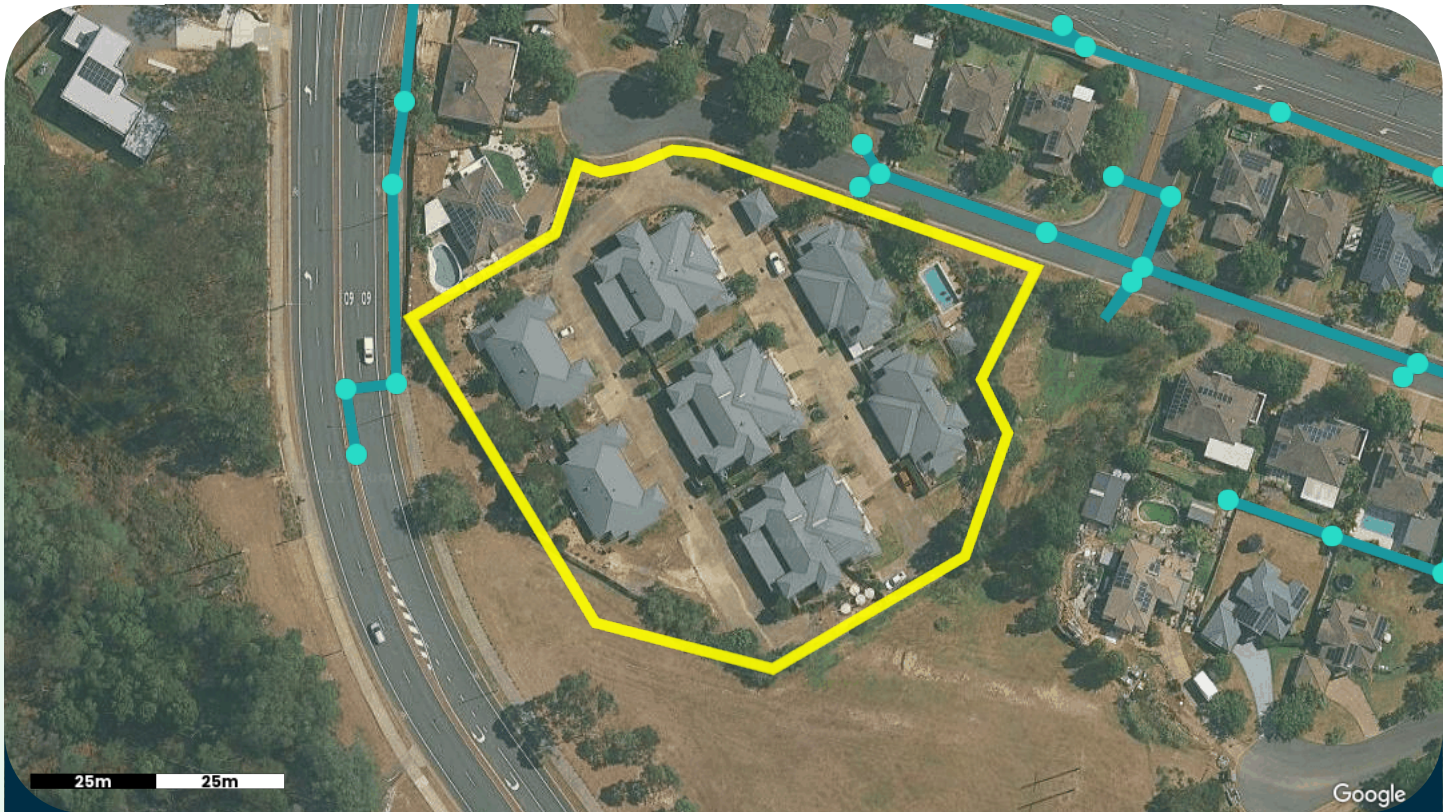
- Where is the sewer infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified sewer infrastructure?

LEGEND

-  Selected Property
-  Sewer Connection
-  Sewer Maintenance Structure
-  Sewer Pipe

Stormwater

Are there stormwater pipes on or near the property?



Sources: City Of Gold Coast Council

THINGS TO KNOW

Council stormwater pipes collect piped roof water and surface water from a number of properties and direct flows away from buildings. These pipes are owned by Council and feed into large pipes which collect water from the street curb and channel.

You will need government approval to build over or near a large stormwater pipe. It is important to locate these pipes before digging to ensure they are not damaged. Please contact the local authority to access detailed plans that show the size and depth of pipes.




Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground.

The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from. The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

- Where is the stormwater infrastructure located on the property?
- Is there a lawful point of stormwater discharge available to the property?
- What impacts might this have on renovations, extensions, new builds or redevelopment?
- What can you build over or near the identified stormwater infrastructure?

LEGEND

-  Selected Property
-  Stormwater Inlet Structure
-  Stormwater Pipe

Power

Are there any power lines on or near the property?



Sources: Energex, Geoscience Australia

THINGS TO KNOW







Power lines (overhead or underground) transmit electricity from power stations through cables to individual properties. It is important to locate these cables before digging or undertaking overhead work near power lines, to ensure they are not damaged or workers injured.

Note: The map provided identifies the general location of large power mains identified by the service authority. The location of cables and power lines in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from. The indicative cable location is provided as a guide only and not relied upon solely before undertaking work. Please contact the relevant Service Authority to find out further detailed information.

Questions to ask

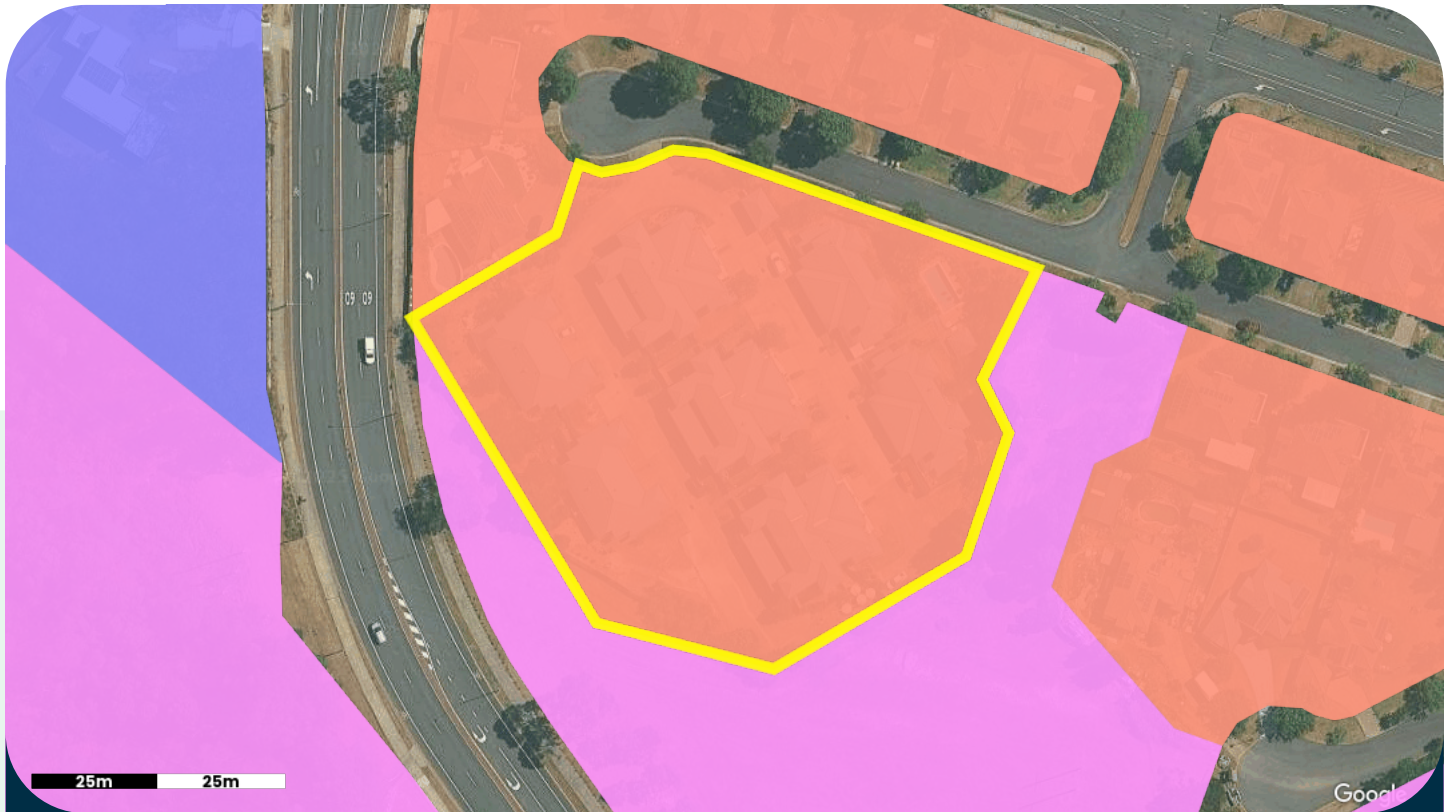
- Where is the power infrastructure located on the property?
- Is there an electricity connection available to the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?

LEGEND

-  Selected Property
-  Overhead Hv Transmission Line
-  Overhead Power Line (HV)
-  Overhead Power Line (LV)
-  Underground Power Cable (HV)
-  Underground Power Cable (LV)

Zoning

What zone is my property?



Sources: City Of Gold Coast Council

THINGS TO KNOW

Zoning helps organise cities and towns by dividing properties into specific land use types, such as commercial, residential, industrial, agricultural, and public-use. This structured approach prevents disorderly development, making cities and towns more livable, navigable, and attractive.

Zoning rules determine how land can be used and developed, including identifying desirable developments like townhouses or apartment units near public transport. Zoning may also impose restrictions on building heights to preserve local neighbourhood views.





Local area plans provide even more specific details to protect an area's unique character or encourage growth in suitable places. These plans can modify zoning rules and influence development possibilities, supporting economic growth, preserving local identity, providing open spaces, and improving transport routes.

Note: To determine the development possibilities for your property, it's essential to review the planning documents provided by local authorities, contact directly, or consult with a practising town planner.

Questions to ask

- What does the zoning and local plan mean for the property?
- What land uses are suitable for the applicable zone and/or local plan?

LEGEND

-  Selected Property
-  Low Density Residential
-  Open Space
-  Rural

Public Transport

Is there any public transport stops nearby?



LEGEND

 Selected Property

 Bus Stop

Boundary

View your property boundaries



Imagery may misalign with boundaries due to capture distortion.
Note: All dimensions are estimates, not all dimensions may be shown.

Area: ~8,247m², Perimeter: ~354m

LEGEND

Selected Property

YOUR DIGITAL COPY



ddle47

WHO ELSE COULD USE THIS REPORT

- ✓ Your mortgage broker and bank
- ✓ Your building and pest inspector
- ✓ Your conveyancing solicitor
- ✓ Your building professional consultant. eg. architect, designer and builder.

All the searches provided in this report are supplied by different regulatory bodies and are not the ownership of Develo Pty Ltd. This report is a guide only and our intention is to help you become aware of the common requirements which may apply to a property. Develo does not take responsibility for the accuracy of the information supplied (e.g scale of maps and distances from services). We strongly encourage you to seek advice from a professional building certifier, town planner or Council if you are intending to develop, renovate or build as Council may have further planning and building requirements.

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Department of the Environment, Tourism, Science and Innovation (DETSI)
ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

InfoTrack PTY LTD
PO Box 10314, Adelaide Street
Brisbane QLD 4001

Transaction ID: 51028553 EMR Site Id: 29 July 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:

Lot: 8 Plan: SP210677
8/5 FACULTY CR
MUDGEERABA

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority



QUEENSLAND
GOVERNMENT

Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference 903571

Date: 29/07/2025

Search Request reference: 168793024

Applicant details

Applicant: SearchX Ltd
orders@search-x.com.au

Buyer: SearchX Pty Ltd

Search response:

Your request for a property search on Lot 8 on Plan SP210677 at Unit 8 5 Faculty Cr, Mudgeeraba Qld 4213 has been processed.

At this point in time the Department of Transport and Main Roads has no land requirement from the specified property.

Note:

1. Development proposed on this property may require approval under the Planning Act. This may include referral to the State Assessment and Referral Agency for assessment of the impacts to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.
< <https://planning.dsdmip.qld.gov.au/maps/sara-da> >
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.
< <https://planning.dsdmip.qld.gov.au/maps/spp> >

Disclaimer:

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertaking in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

Privacy Statement:

The personal information collected on this property search is required to enable TMR to communicate with you regarding your enquiry. The information recorded will not be disclosed to a third party without your consent or unless required or authorised to do so by law.

+ 7 5 7 +

Account for:
UNIT 8, 5 FACULTY CRESCENT, MUDGEERABA
L 8 SP210677

LOCAL GOVERNMENT DISTRIBUTION AND RETAIL PRICE**SEWERAGE ACCESS CHARGES**

89 days charged at \$2.0255 per day \$180.26
(billing period 13/3/25 to 9/6/25)

WATER ACCESS CHARGES

89 days charged at \$0.7945 per day \$70.71
(billing period 13/3/25 to 9/6/25)

WATER USAGE CHARGES

72 kilolitres charged at \$1.380 per kL \$99.36
(usage period 13/3/25 to 9/6/25)

STATE BULK WATER PRICE**WATER USAGE CHARGES**

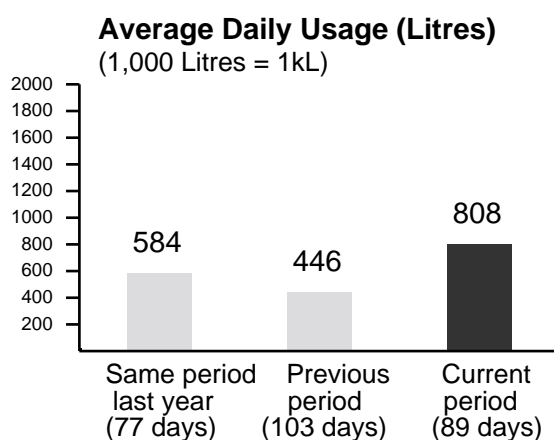
72 kilolitres charged at \$3.444 per kL \$247.96
(usage period 13/3/25 to 9/6/25)

TOTAL CHARGES INCLUDED IN THE RATE NOTICE**\$598.29**

Your Lot's Sub Meter

WATER METER READINGS

Meter Number	Current Read Date	Current Reading	Previous Read Date	Previous Reading	#Days Charged	Cons (kL)
ABG1612685	9 JUN 25	1548	12 MAR 25	1476	89	72
TOTAL(kL)						72



Your average daily water usage = 808 litres (or 0.808 kL)

The city's average daily residential water usage = 478 litres (or 0.478 kL) per property.

The property's water usage may be influenced by a number of factors including number of occupants, property type, property size and own water use behaviours. If you're concerned about your usage, visit [Water meters | City of Gold Coast](#) for instructions on how to check for concealed leaks.

We recommend regularly reading your water meter to detect any unusual variation in consumption between readings.

Your water meter has been read by the City of Gold Coast on behalf of your Body Corporate. If you have any performance or maintenance queries regarding your meter, please contact your Body Corporate in the first instance.

In accordance with the *Local Government Act 2009*, *Local Government Regulation 2012*, *South East Queensland Water (Distribution and Retail Restructuring) Act 2009*, *Water and Wastewater Services Code for small customers in South East Queensland* and Council of the City of Gold Coast's (Council) adopted budget resolutions, all water and sewerage charges are due and payable within 31 days of the issue of the water and sewerage rate notice on which the charges are levied. Any overdue amounts will attract penalty interest at the appropriate rate until either full payment (including the interest) is made or a satisfactory payment arrangement is approved by Council.

How to pay your water bill



Pay using BPAY®

Biller Code: 868745
Ref: Use Notice Number

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

No surcharge by the City applies when using a credit card to pay by BPAY®.

BPAY View®: view and pay this notice using internet banking.
BPAY View® Registration No: use the **Notice Number** over the page.

® Registered to BPAY Pty Ltd ABN 69 079 137 518



Pay by phone

Call us on 1300 886 731 (or from outside Australia call +61 7 5667 5995) anytime to pay with MasterCard or Visa.
Payments by credit card will incur a surcharge.

See BPAY® option to avoid surcharge.

Payment Reference Number: use the **Notice Number** over the page.



Pay online

Visit cityofgoldcoast.com.au/payments and follow the links to pay with MasterCard or Visa.

Payments by credit card will incur a surcharge.

See BPAY® option to avoid surcharge.

Payment Reference Number: use the **Notice Number** over the page.



In person at Commonwealth Bank

Pay at any Commonwealth Bank branch with cash, cheque or money order.



Post Billpay in person

Pay at any Australia Post office and present the entire notice when making payment. Payment by cash, cheque or debit card only. Payments will incur a transaction fee.
See BPAY® option to avoid a City transaction fee.



In person at Customer Service Centre

Payment options include:

Debit card – *surcharge fee*

MasterCard or Visa – *surcharge applies*

Cash is not accepted.

For locations and opening hours please visit cityofgoldcoast.com.au/contactus

How to contact us



cityofgoldcoast.com.au/mywaterbill



07 5667 5995 or **1300 366 659**

Monday to Friday 7am – 6pm

(or from outside Australia call **+61 7 5667 5995**)

24 hour line to report water breaks and faults **1800 637 000**



City of Gold Coast

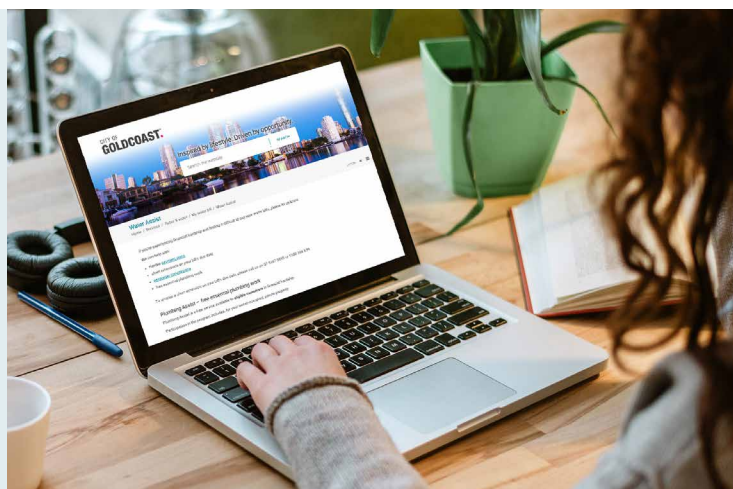
PO Box 5042 GOLD COAST MC QLD 9726

Support to make your bill payments on time

The City offers extra support and flexibility to ratepayers who might be having trouble paying water bills in full by the due date. Flexible payment plan options may be available on application, giving you extra time to pay.

Depending on your situation, we can extend your due date for a short time or set up a longer-term payment plan for regular weekly or fortnightly payments. We can also provide a financial counsellor for free, independent, and confidential advice.

For more information visit cityofgoldcoast.com.au/waterassist



In accordance with the *Local Government Act 2009*, *Local Government Regulation 2012* and Council of the City of Gold Coast's (Council) adopted budget resolutions, all rates and charges are due and payable within 31 days of the issue of the rate notice on which the rates or charges are levied. Any overdue amounts will attract penalty interest at the appropriate rate until either full payment (including the interest) is made or a satisfactory payment arrangement is approved by Council.

How to pay your rates



Pay using BPAY®

Biller Code: 575217
Ref: Use Notice Number

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.

No surcharge by the City applies when using a credit card to pay by BPAY®.

BPAY View®: view and pay this notice using internet banking.

BPAY View Registration No: use the **Notice Number** located at the top left of page 1.

www.bpay.com.au

® Registered to BPAY Pty Ltd ABN 69 079 137 518



Pay by phone

Call us on **1300 886 731** (or from outside Australia call **+61 7 5667 5995**) anytime to pay with MasterCard or Visa.

*Payments by credit card will incur a surcharge.
See BPAY® option to avoid surcharge.*

Payment Reference Number: use the **Notice Number** over the page.



Pay online

Visit **cityofgoldcoast.com.au/payments** and follow the links to pay with MasterCard or Visa.

*Payments by credit card will incur a surcharge.
See BPAY® option to avoid surcharge.*

Payment Reference Number: use the **Notice Number** over the page.



BPOINT in person

Pay at any Commonwealth Bank branch with cash, cheque or money order.



Post Billpay in person

Pay at any Australia Post office and present the entire notice when making payment. Payment by cash, cheque or debit card only.

*Payments will incur a transaction fee.
See BPAY® option to avoid a City transaction fee.*



Customer Service Centre in person

Payment options include:
Debit Card – *surcharge free*
MasterCard or Visa – *surcharge applies*

Cash is not accepted.

For locations and opening hours visit
cityofgoldcoast.com.au/contactus

Manage and pay your rates with My Account

View, manage and make payments. Set up a payment plan or a direct debit. Register at **cityofgoldcoast.com.au/myaccount** for secure and convenient access to manage your rates and water accounts anytime.

How to contact us



cityofgoldcoast.com.au/rates



07 5667 5995 or **1300 366 659**

Monday to Friday 7am – 6pm
(or from outside Australia call **+61 7 5667 5995**)



City of Gold Coast
PO Box 5042 GOLD COAST MC QLD 9726

Voluntary koala contribution

NOTE: This BPAY® number is for voluntary contributions to the acquisition and enhancement of the City's koala habitat only.



Biller Code: 37424
Ref: Use Notice Number

**NOT TO BE USED
FOR RATE PAYMENTS**

Telephone and Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.
More info: **www.bpay.com.au**

Details of cheque(s) etc, customer to complete.
Drawer

Bank or BSB

Branch

Amount

			\$
--	--	--	----

			\$
--	--	--	----

			\$
--	--	--	----

Proceeds of cheques, etc. will not be available until cleared.

CHARGES CONSOLIDATED ON RATE NOTICE

UNIT 8, 5 Faculty Crescent, MUDGEERABA QLD 4213

Lot 8 SP210677

DETAILS OF STATE GOVERNMENT AND ASSOCIATED CHARGES

VOLUNTEER FIRE BRIGADE

Volunteer Fire Brigade Separate Charge \$1.00

EMERGENCY MANAGEMENT

RESIDENTIAL UNIT that is a lot 1 @ \$125.80 \$125.80

TOTAL OF STATE GOVERNMENT AND ASSOCIATED CHARGES**\$126.80****DETAILS OF COUNCIL RATES AND CHARGES**

WASTE MANAGEMENT

PART A - Waste Management Utility Charge (General) \$252.20

PART B - Waste Management Utility Charge (State Waste Levy Cost Component)* \$0.00

RECYCLING

Recycling Utility Charge \$6.00

RECREATIONAL SPACE

Recreational Space Separate Charge \$15.44

OPEN SPACE INCLUDING KOALA HABITAT

Open Space including Koala Habitat, Maintenance and Enhancement Separate Charge \$31.50

GENERAL RATE

CATEGORY 1T - Residential 1 \$100,000 AV @ \$0.001984860 (minimum amount applied) \$648.95

DISASTER RESPONSE AND RECOVERY

Disaster Response and Recovery Separate Charge \$5.00

CITY TRANSPORT

City Transport Improvement Separate Charge \$115.00

TOTAL OF COUNCIL RATES AND CHARGES**\$1,074.09**

* Council, as the operator of a levyable waste disposal site, is liable to pay a monthly waste levy to the State under the *Waste Reduction and Recycling Act 2011*. For the financial year 2025/2026, the State has paid Council, as a local government affected by the waste levy, an annual payment in the amount of \$20,820,144, in one instalment on 24th June 2022. The purpose of the payment is to mitigate any direct impacts of the waste levy on households in Council's local government area. This payment will be used by Council for that purpose which, in conjunction with Council waste diversion and recycling initiatives, results in your waste management Part B charge as seen above of \$0.00.

View and pay your rates online with My Account.

Register today.

cityofgoldcoast.com.au/myaccount

Rate information

Your City of Gold Coast (City) rates are payable every six months, usually in August and February. The standard charges you are likely to see on the rate notice are:



Volunteer Fire Brigade

The Volunteer Fire Brigade Charge helps subsidise the operational expenses of rural fire brigades; supplementing the Emergency Management Levy.



Emergency Management Levy

We collect the State Emergency Management Levy on behalf of Queensland Fire and Emergency Services. The levy is used to fund our emergency services. The amount of the levy depends on the classification of your property. qfes.qld.gov.au



General Rate

The City is required by law to levy a General Rate or Differential General Rate on every rateable property each financial year. The General Rate raises the revenue needed to run the city and pay for infrastructure and a range of services and activities. Just some of these include lifeguards, waterways, animal management and economic development initiatives. The value of your property, determined by the State Government, is the basis for calculating the General Rate. To smooth out increases in the General Rate caused by unexpected spikes in property values in any given year, the City uses an averaged value over three years. A minimum General Rate applies if the value of a property is below a determined threshold.



Waste Management Service

The Waste Management Utility Charge covers the cost of accessing Waste and Recycling Centres, in addition to the collection and disposal/processing of solid waste and recyclables from your property.



Recycling Utility Charge

The Recycling Utility Charge is used to fund recycling initiatives, aimed at minimising waste to landfill. This includes infrastructure, land and services that aren't funded via the Waste Management Utility Charge. cityofgoldcoast.com.au/waste



Recreational Space

The Recreational Space Separate Charge assists the City to purchase areas of large open space, with an emphasis on land for sport and recreation.



Open Space including Koala Habitat, Maintenance and Enhancement

Our city is one of Australia's most biodiverse. The Open Space including Koala Habitat, Maintenance and Enhancement Separate Charge supports activities contributing to the management and conservation of the city's natural areas, including opportunities for nature based recreation.



City Transport Improvement

The City Transport Improvement Separate Charge funds Council cabs, bus stops, bicycle and pedestrian pathways, rapid transport, improvements to local roads, as well as expanded bus services across the city.



Disaster Response and Recovery separate charge

Queensland faces frequent disasters; the City's Disaster Response & Recovery Charge supports recovery, preparedness, and building community resilience amid increasing natural hazards.



Discount on rates

The City offers a discount for paying your rates on time. The discount amount and the discount date appear on the rate notice. To receive the discount, the amount payable stated on the rate notice must be paid in full by the due date.



Pensioner Rate Concessions

If you receive a pension, you may be entitled to receive rate concessions. To be eligible, you must hold a Queensland Pensioner Concession Card or a Department of Veterans' Affairs Gold Card. Other conditions apply. Contact us and have your pension card/s and pension amount/s ready.



Change of address

If you have recently changed your postal address, please contact us to ensure your details are updated. If you have moved house and you currently receive a pensioner rate concession, you will need to re-apply. To change your address details and/or contact details visit cityofgoldcoast.com.au/changeyouraddress



City Budget

Full details of the current City Budget: cityofgoldcoast.com.au/annualplan



Paper rates and water notices fee

From 1 January 2026, a charge of \$2.50 applies to each rates notice and water notice issued by mail. The fee reflects the costs we incur producing and delivering a paper notice. Sign up for My Account to receive your notices by email. Visit cityofgoldcoast.com.au/myaccount

Frequently asked questions

What if I can't pay my bill on time?

You can apply for more time to pay with no interest by entering into an approved payment plan for rates and water bills. Visit cityofgoldcoast.com.au/rates

I paid my solicitor to take care of my house sale, why do I have a property transfer fee on my rate notice?

The charging of a property transfer fee is to recoup the known costs associated with accepting, recording and storage of change of ownership advice.

I just purchased this property; why do I have to pay full rates?

Most likely, your solicitor has allowed for the rates in your settlement. Please check your settlement statement, or contact your solicitor and/or agent for confirmation.

Can someone else enquire on my behalf or update my account?

Yes, you can add an authorised person to your account. If the property is owned by individual/s call us on **07 5667 5995**. If the property is owned by company or trust please complete the form at cityofgoldcoast.com.au/authagent

What does my rating category mean?

Your property's rating category (stated on your rate notice) will influence the amount of general rate you will pay. Factors such as the use (including whether a property is a principal place of residence or rental), size of the land, and the nature of any improvements on the land determine which rating category applies. You can view descriptions of the rating categories at cityofgoldcoast.com.au/inserts

What is the Waste Levy?

Introduced on 1 July 2019 by the Queensland State Government, the Waste Levy is a weight based charge payable on all waste disposed to a leviable landfill site in Queensland. It aims to reduce the amount of waste going to landfill and maximise the diversion of recoverable items for reuse, repurposing and recycling. To mitigate the impact on residential households, the State Government has committed to a payment to Council to offset the direct costs of the Waste Levy liability incurred on the disposal of household waste. For the 2025-26 financial year, residential customers will notice a zero amount for Part B of the Waste Management Utility Charge, see overleaf. Visit cityofgoldcoast.com.au/waste

What is the Green Organics Charge?

Green organics bins are now a part of standard residential kerbside collection services for eligible properties. The service charge is payable for owner-occupied and tenanted properties. Visit cityofgoldcoast.com.au/greenorganicsbin

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: PSC0253092

2. Location of the swimming pool

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

Street address:

5 FACULTY CRES

MUDGEERABA QLD

Postcode

4

2

1

3

Lot and plan details:

9999/SP/210677

Local government area:

GOLD COAST CITY

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:

2

1

/

0

5

/

2

0

2

5

Expiry date:

2

1

/

0

5

/

2

0

2

6

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:

Mark Andrew FILDES

Pool safety inspector
licence number:

PS100728

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

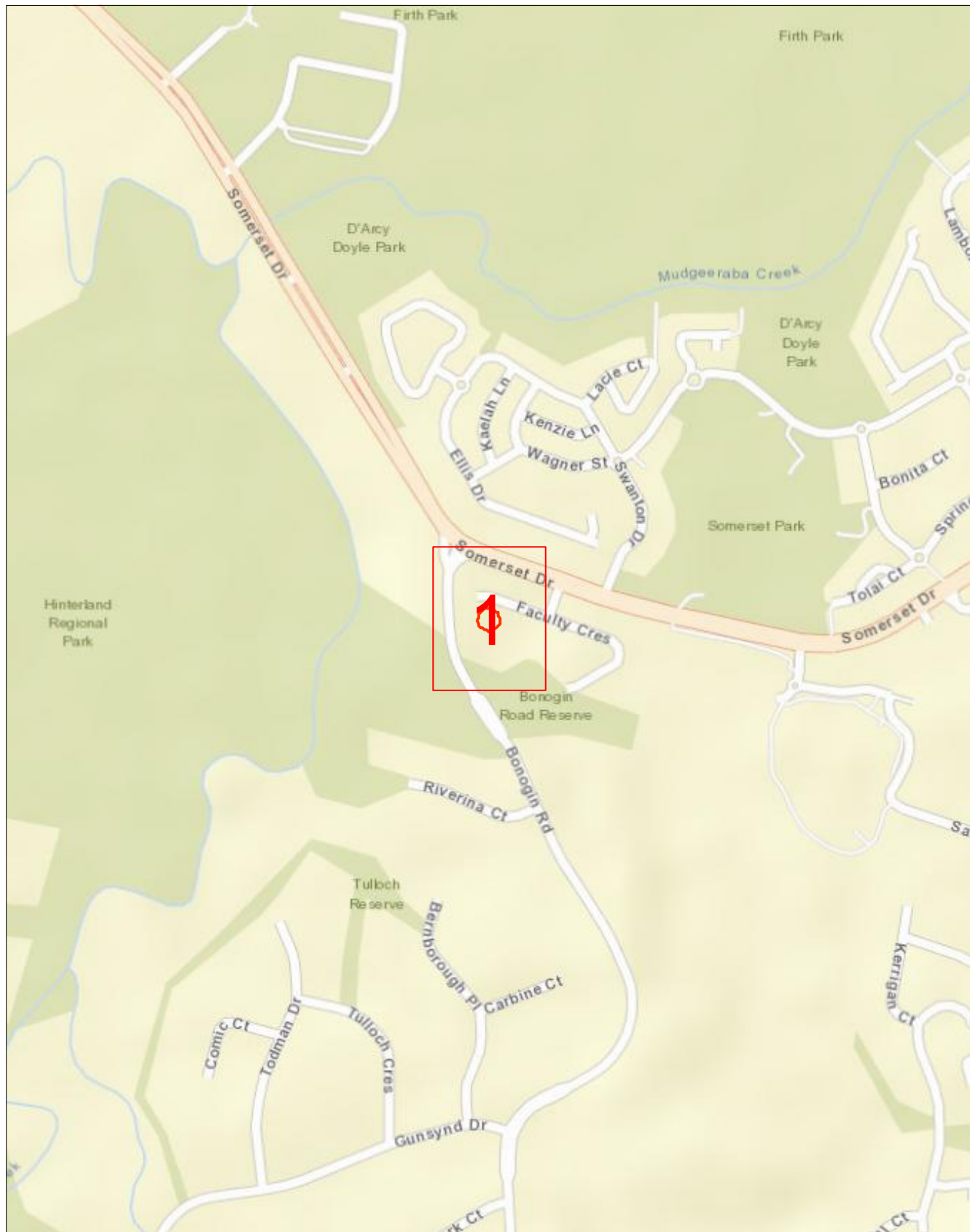
The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information 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.

Site UNIT 8 5 FACULTY CR
Address: Mudgeeraba
QLD 4213

Sequence 258677338
Number:



Scale 1: 6000

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



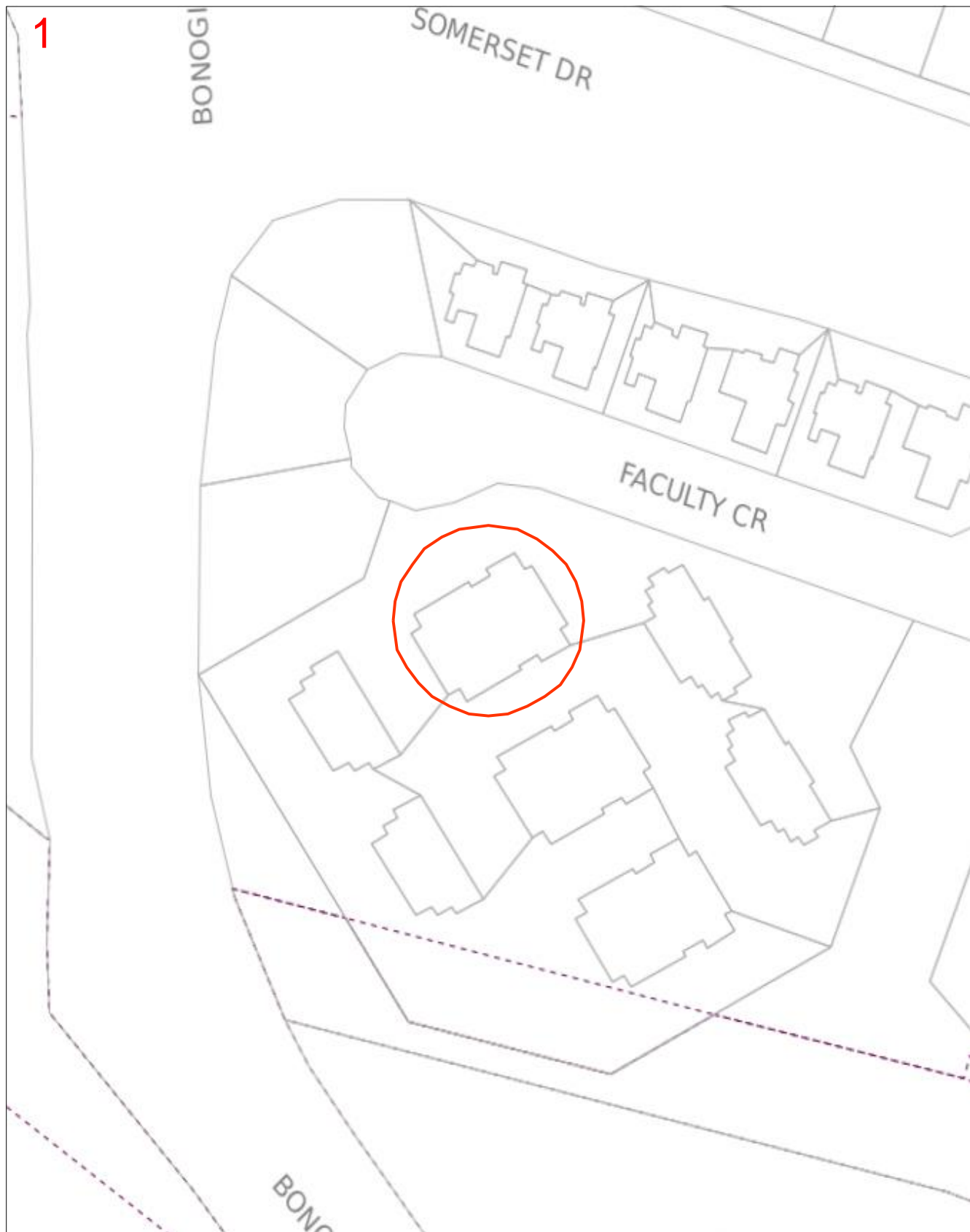
Enquiry Area

Map Key Area



Site UNIT 8 5 FACULTY CR
Address: Mudgeeraba
QLD 4213

Sequence 258677338
Number:



Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area



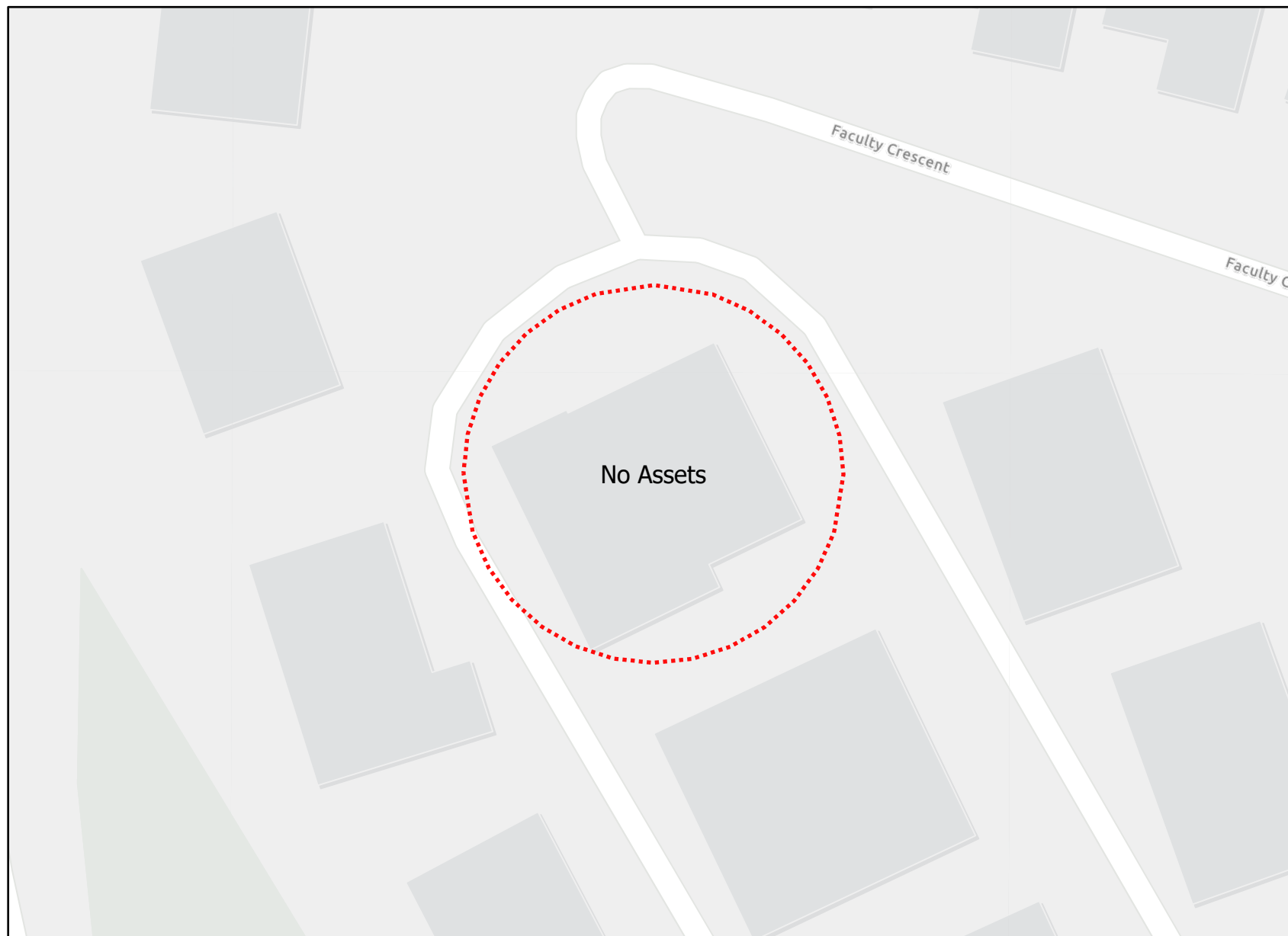
Map Key Area



Legend

Pipe	Pipe code and material	Object
Low pressure	C* (for example, C2) Cast iron	Valve
Medium pressure	CU Copper	Buried valve
High pressure	N2 Nylon	Regulator
Transmission pressure	P* Polyethylene (PE)	Gas supplied = yes
Critical main (behind pipe)	P3 Polyvinyl chloride (PVC)	CP rectifier terminal
Proposed (pressure by colour)	P6, P7, P9–P12 Medium density PE	CP test station
LPG (pressure by colour)	P2, P4, P8 High density PE	CP anode
Hydrogen blended (pressure by colour)	S* Steel	CP bond wire
Abandoned	W2 Wrought galv iron	Syphon
Idle/inactive	W3 PE coat wrought galv iron	Trace wire point
Sleeve		
Casing (behind pipe)		
Area	Abbreviation	
BYDA area of interest	BoK Back of kerb	FoK Front of kerb
	C Depth of cover	Galv Galvanized
	CP Cathodic protection	NTI Not tied in
Example		
Pipe	Pipe code	
40P6 in 80C2	40 mm high pressure medium density poly in an 80 mm cast iron casing	Pipe diameter in millimetres is shown before pipe code. 40P6 = 40 mm nominal diameter
63S8	63 mm medium pressure steel	

This map was created in colour and should be printed in colour



Legend

 BYDA Enquiry

Esri Community Maps Contributors, Department of Resources, DESI, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, METI/NASA, USGS

Disclaimer: The Plan is provided in response to a Before You Dig request. While all reasonable care has been taken to ensure the accuracy of the information on this plan, its purpose is to provide a general indication of the location of Gold Coast City Council infrastructure. The information provided may contain errors or omissions and the accuracy may not suit all users. A site inspection and investigation is recommended before commencement of any project based on this data.



BYDA

Sequence: 258677335
Date: 29/07/2025

Scale: 1:500
Tile No: **Tile No: 1**

**CAUTION - HIGH
VOLTAGE**

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



LEGEND



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
	Road and the street name "Broadway ST"
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m



Tile No: 1

WARNING: This document is confidential and may also be privileged. Confidentiality nor privilege is not waived or destroyed by virtue of it being transmitted to an incorrect addressee. Unauthorised use of the contents is therefore strictly prohibited. Any information contained in this document that has been extracted from our records is believed to be accurate, but no responsibility is assumed for any error or omission. Optus Plans and information supplied are valid for 30 days from the date of issue. If this timeline has elapsed, please raise a new enquiry.

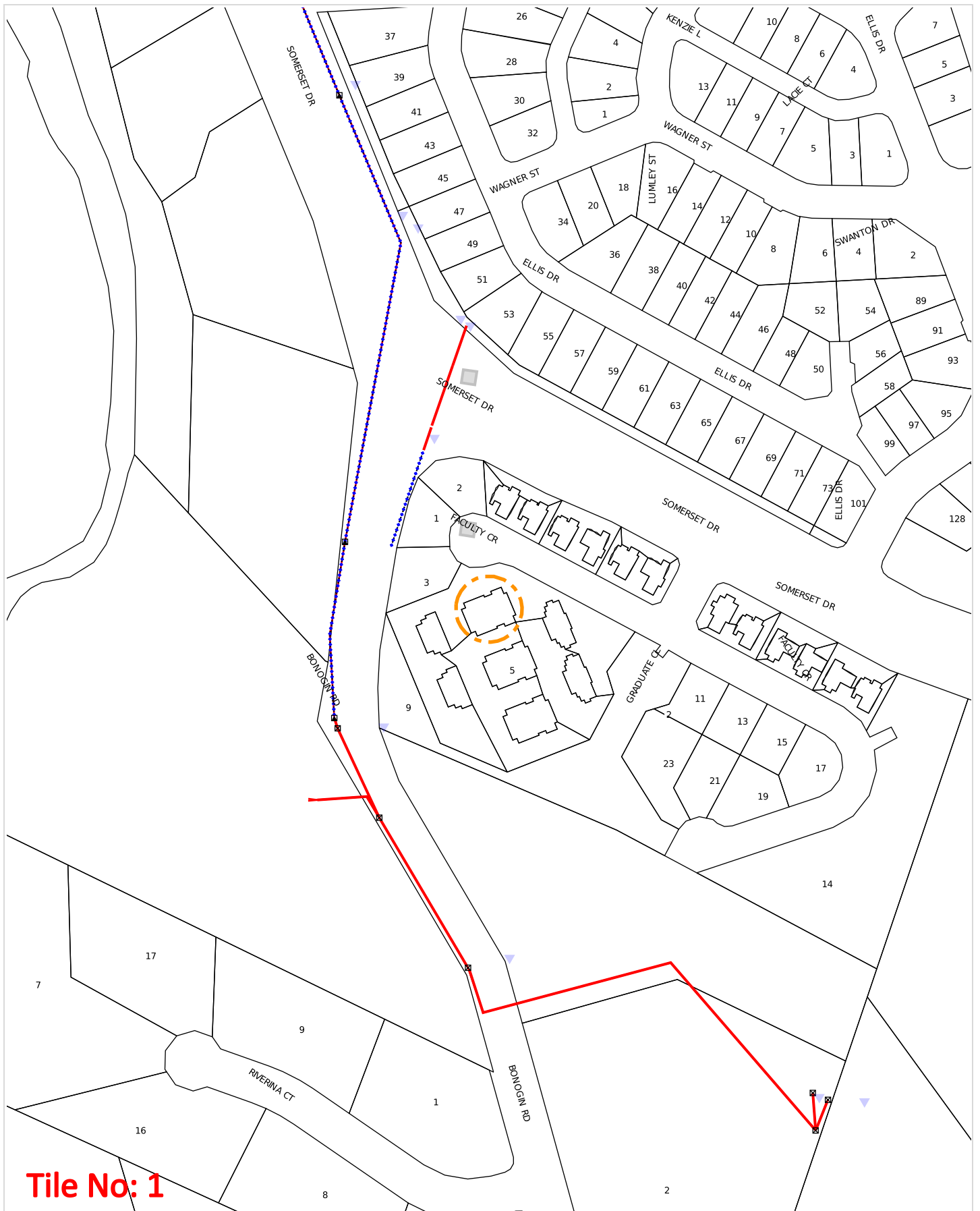
Sequence Number: 258677333

Date Generated: 29 Jul 2025



For all Optus DBYD plan enquiries –
Email: Fibre.Locations@optus.net.au
For urgent onsite assistance contact 1800 505 777
Optus Limited ACN 052 833 208





WARNING: This document is confidential and may also be privileged. Confidentiality nor privilege is not waived or destroyed by virtue of it being transmitted to an incorrect addressee. Unauthorised use of the contents is therefore strictly prohibited. Any information contained in this document that has been extracted from our records is believed to be accurate, but no responsibility is assumed for any error or omission. Optus Plans and information supplied are valid for 30 days from the date of issue. If this timeline has elapsed, please raise a new enquiry.

Sequence Number: 258677333

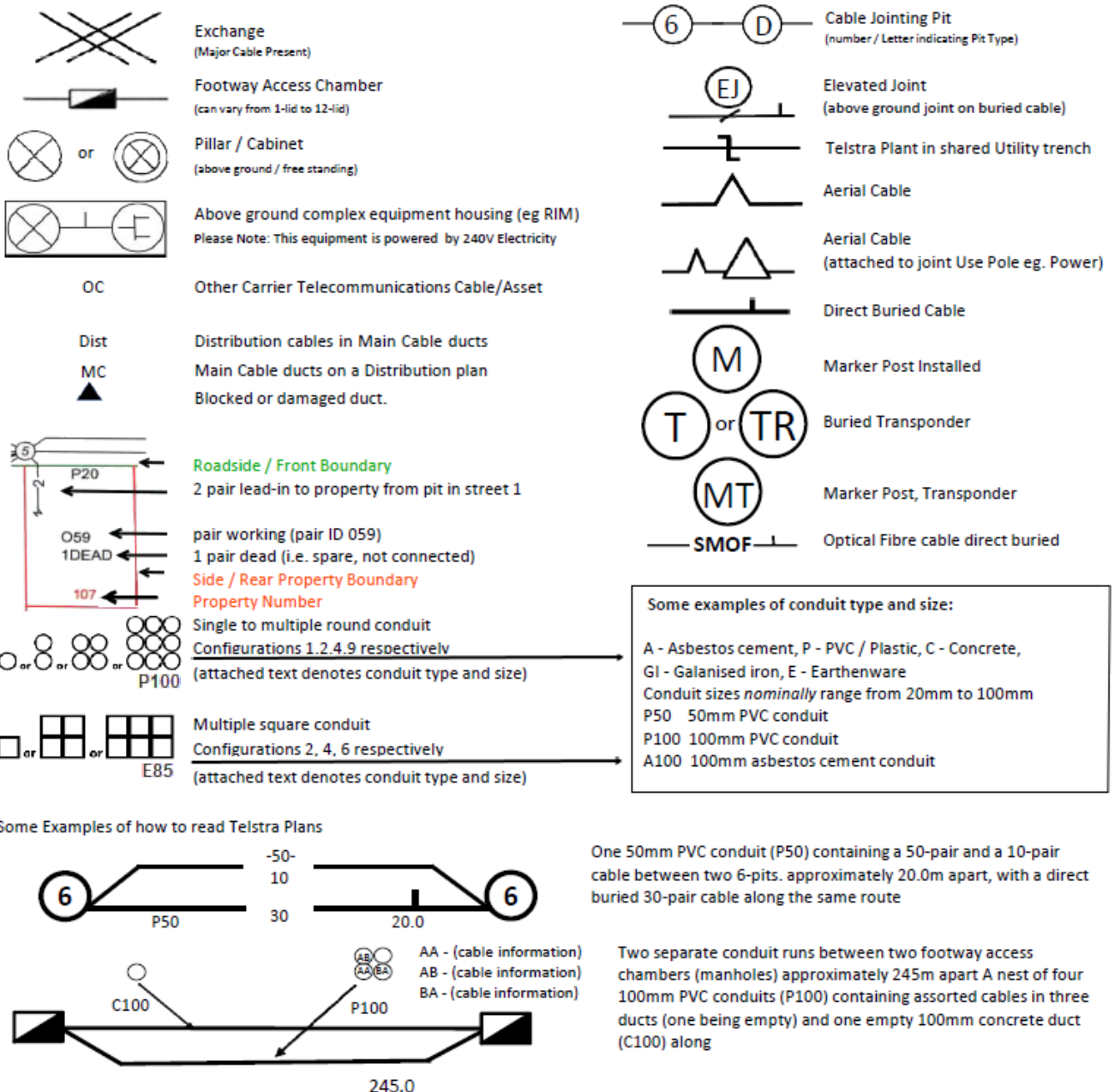
Date Generated: 29 Jul 2025



For all Optus DBYD plan enquiries –
 Email: Fibre.Locations@optus.net.au
 For urgent onsite assistance contact 1800 505 777
 Optus Limited ACN 052 833 208



LEGEND

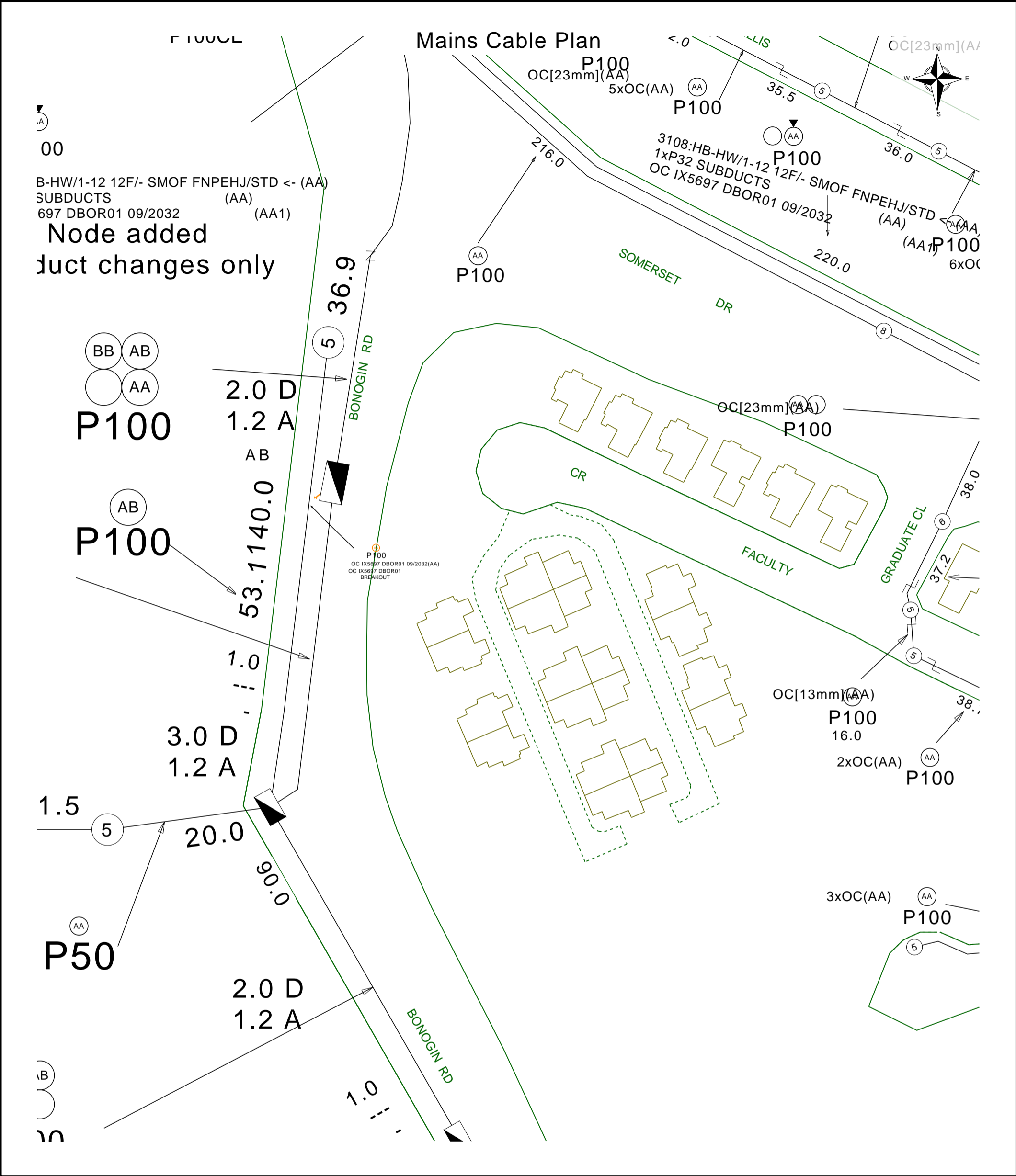



Protect our Network:

by maintaining the following distances from our assets:

- 1.0m Mechanical Excavators, Farm Ploughing, Tree Removal
- 500mm Vibrating Plate or Wacker Packer Compactor
- 600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.
- 1.0m Jackhammers/Pneumatic Breakers
- 2.0m Boring Equipment (in-line, horizontal and vertical)

For more info contact a [CERTLOC Certified Locating Organisation \(CLO\)](#) or
Telstra Location Intelligence Team 1800 653 935



	<p>Report Damage: https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries</p>	<p>Sequence Number: 258677336</p>
<p>TELSTRA LIMITED A.C.N. 086 174 781 Generated On 29/07/2025 12:55:32</p>		<p>CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.</p>

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

Page 2 of 2

Scheme Name: SOMERSET CREST COMMUNITY TITLES SCHEME 38226

Body Corp. Addr: PO BOX 6317
 GOLD COAST MAIL CENTRE QLD
 9726

COMMUNITY MANAGEMENT STATEMENT No: 38226

Title	Lot	Plan
50710719	CP	SP 210677
50710720	1	SP 210677
50710721	2	SP 210677
50710722	3	SP 210677
50710723	4	SP 210677
50710724	5	SP 210677
50710725	6	SP 210677
50710726	7	SP 210677
50710727	8	SP 210677
50710728	9	SP 210677
50710729	10	SP 210677
50710730	11	SP 210677
50710731	12	SP 210677
50710732	13	SP 210677
50710733	14	SP 210677
50710734	15	SP 210677
50710735	16	SP 210677
50710736	17	SP 210677
50710737	18	SP 210677
50710738	19	SP 210677
50710739	20	SP 210677

COMMUNITY MANAGEMENT STATEMENT Dealing No: 711520615

** End of CMS Search Statement **

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

QUEENSLAND LAND REGISTRY

Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

FORM 14 Version 4

Duty Imprint

Page 1 of 20



711520615

\$115.00

20/03/2008 13:30

GC 460

1. Nature of request

Request to Record First community management statement for Somerset Crest community titles scheme

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

Lodger Code

Cockerill & Company

GC06

2. Lot on Plan Description

LOT 17 ON SP 163430

County

WARD

Parish

MUDGEERABA

Title Reference

50491576

3. Registered Proprietor/State Lessee

HERON DEVELOPMENTS PTY LTD A.C.N. 112 328 588 TRUSTEE UNDER INSTRUMENT NUMBER 709325615

4. Interest

NOT APPLICABLE

5. Applicant

HERON DEVELOPMENTS PTY LTD A.C.N. 112 328 588 TRUSTEE UNDER INSTRUMENT NUMBER 709325615

6. Request

I hereby request that: THAT THE FIRST CMS DEPOSITED HERewith BE RECORDED AS THE CMS FOR SOMERSET CREST COMMUNITY TITLES SCHEME AND THAT PO BOX 6317 GOLD COAST MAIL CENTRE QLD 9726 BE RECORDED AS THE ADDRESS FOR SERVICE OF THE BODY CORPORATE FOR THE SCHEME

7. Execution by applicant

19/03/2008
Execution DateCockerill & Company
Applicant's or Solicitor's Signature

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

38226

This statement incorporates and must include the following:

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

CMS LABEL NUMBER

1. Name of community titles scheme

SOMERSET CREST COMMUNITY TITLES SCHEME

2. Regulation module

STANDARD MODULE SCHEME

3. Name of body corporate

BODY CORPORATE FOR SOMERSET CREST COMMUNITY TITLES SCHEME

4. Scheme land

Lot on Plan Description

County

Parish

Title Reference

REFER ATTACHED SCHEDULE

5. *Name and address of original owner

HERON DEVELOPMENTS PTY. LTD. (A.C.N. 112 328 588) AS TRUSTEE

C/- PO BOX 6317, GOLD COAST MAIL CENTRE. Q. 9726

6. Reference to plan lodged with this statement

SP 210677

first community management statement only

7. Local Government community management statement notation


David Andrew Lohoar
 Authorising Officer

signed


name and designation

COUNCIL OF THE CITY OF GOLD COAST

name of Local Government

8. Execution by original owner/Consent of body corporate

13/02/08
 Execution Date


 SOLE DIRECTOR
 HERON DEVELOPMENTS PTY LTD *Execution
 *Original owner to execute for a first community management statement
 *Body corporate to execute for a new community management statement
 (ACN 112 328 588)

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

SOMERSET CREST COMMUNITY TITLES SCHEME
Title Reference [Title Reference]

4. Scheme Land

Lot on Plan Description Common Property of Somerset Crest Community Titles Scheme	County	Parish	Title Reference
Lot 1 on SP 210677	Ward	Mudgeeraba	
Lot 2 on SP 210677	Ward	Mudgeeraba	
Lot 3 on SP 210677	Ward	Mudgeeraba	
Lot 4 on SP 210677	Ward	Mudgeeraba	
Lot 5 on SP 210677	Ward	Mudgeeraba	
Lot 6 on SP 210677	Ward	Mudgeeraba	
Lot 7 on SP 210677	Ward	Mudgeeraba	
Lot 8 on SP 210677	Ward	Mudgeeraba	
Lot 9 on SP 210677	Ward	Mudgeeraba	
Lot 10 on SP 210677	Ward	Mudgeeraba	
Lot 11 on SP 210677	Ward	Mudgeeraba	
Lot 12 on SP 210677	Ward	Mudgeeraba	
Lot 13 on SP 210677	Ward	Mudgeeraba	
Lot 14 on SP 210677	Ward	Mudgeeraba	
Lot 15 on SP 210677	Ward	Mudgeeraba	
Lot 16 on SP 210677	Ward	Mudgeeraba	
Lot 17 on SP 210677	Ward	Mudgeeraba	
Lot 18 on SP 210677	Ward	Mudgeeraba	
Lot 19 on SP 210677	Ward	Mudgeeraba	
Lot 20 on SP 210677	Ward	Mudgeeraba	

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

**Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME**

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot in Scheme	Contribution	Interest
Lot 1 on SP 210677	1	1
Lot 2 on SP 210677	1	1
Lot 3 on SP 210677	1	1
Lot 4 on SP 210677	1	1
Lot 5 on SP 210677	1	1
Lot 6 on SP 210677	1	1
Lot 7 on SP 210677	1	1
Lot 8 on SP 210677	1	1
Lot 9 on SP 210677	1	1
Lot 10 on SP 210677	1	1
Lot 11 on SP 210677	1	1
Lot 12 on SP 210677	1	1
Lot 13 on SP 210677	1	1
Lot 14 on SP 210677	1	1
Lot 15 on SP 210677	1	1
Lot 16 on SP 210677	1	1
Lot 17 on SP 210677	1	1
Lot 18 on SP 210677	1	1
Lot 19 on SP 210677	1	1
Lot 20 on SP 210677	1	1
Total	20	20

**Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME**

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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The development is a basic Scheme which comprises twelve (20) residential lots and common property being administered by a body corporate comprised of the owners of the lots. Sections 66(1), (d) (i), 66(1) (f), and 66(1) (g) in the Body Corporate and Community Management Act 1997 are not applicable.

SCHEDULE C	BY-LAWS
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1. Interpretation

- (a) Headings throughout these By-Laws are for guidance only and are not to be used as an aid in their interpretation.
- (b) Plurals include the singular and singular the plural. References to either gender include a reference to the other gender.
- (c) Throughout these By-Laws, the following terms (where the context so admits), have the following meanings:

“**Act**” means the Body Corporate and Community Management Act 1997.

“**Body Corporate**” has the meaning given to it by the Act.

“**By-Laws**” means these by-laws or any specified part of them.

“**Common Property**” means the common property referred to in the Scheme.

“**Committee**” means the Committee appointed as required under the Act.

“**Committee’s Representative**” means a member of the Committee appointed from time to time for the purpose of representing the Body Corporate.

“**Complex**” means the lots and the Common Property

“**Heavy Vehicle**” includes a motor vehicle in excess of two (2) tonnes weight.

“**Lot**” means a lot in the Scheme and includes a unit constructed on the Lot.

“**Motor Vehicle**” includes a motor bike

“**Occupier**” means the legal occupant from time to time of the Lot.

“**Original Owner**” has the meaning assigned to it in the Act.

“**Owner**” means any owner of a Lot and includes, where the context allows, that persons tenants, guests, invitees, servants and agents.

“**Secretary**” means the Secretary of the Body Corporate appointed pursuant to the Act.

“**Scheme**” means the community titles scheme established upon registration of the Community Management Statement under the Act.

**Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME**

"Scheme Land" means all the land referred to in the Scheme.

"Unit" means the lot and the Improvements on a Lot.

2. Use of Lot

Each Lot must be used for residential purposes only. A Lot owner shall not use, or cause to be used, any Lot for any purpose which is illegal, contravenes local government policy, or is injurious or causes an annoyance to other Lot owners or to the Body Corporate.

3. Structural and General appearance of Lots

No structural alterations may be made to any Lot (including any alteration to gas, water or electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony, if any, of any Lot and including the installation of any air-conditioning system) and an owner or occupier of a Lot may not in any way alter the exterior appearance of the Lot, including the garden and grounds (if any) nor cause to be constructed or placed upon any part of the Lot which can be viewed from outside the Lot any materials or items without the prior written consent of the Body Corporate. The provisions of this clause will not prevent the Body Corporate granting consent on such terms as it considers appropriate to permit a proprietor to install an air-conditioning unit and ancillary equipment on a balcony of a lot.

4. Maintenance of Lots and units

- (a) An owner or occupier of a Lot will:
 - (i) be responsible for the proper maintenance and decoration of the Lot;
 - (ii) maintain in good condition and repair any improvements constructed or installed on the Lot (and where necessary, renew or replace the whole or part) and, where appropriate, will not use building materials and external finishes other than of the same colour and type as those comprised in the improvements without the prior written consent of the Body Corporate;
 - (iii) maintain the interior of the Lot in a clean condition and take all practical steps to prevent infestation by vermin and/or insects;
 - (i) maintain in good condition and repair and keep clean any part of the Common Property of which the owner has exclusive use.
- (b) The Body Corporate may give written notice to an owner or occupier of a Lot requiring that:
 - (i) the lot (including any improvements) be put in a state of good condition and repair (including where necessary by renewal or replacement of the whole or part).
 - (i) the obligations under By-Law 4(a) be complied with.

If such notice has not been complied with to the reasonable satisfaction of the Body Corporate within 14 days of the date of that notice, the Body Corporate may, in its absolute discretion, cause the improvements to be put in such a state or the obligations under By-Law 4(a) to be carried out (as the case may be) in accordance with the notice and the owner or occupier (as the case may be) must pay the costs incurred or payable by the Body Corporate in that regard on demand.

**Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME**

- (c) An owner or occupier of a Lot must allow the Body Corporate and the servants and contractors of the Body Corporate access to the Lot and the improvements at all reasonable times for the purpose of inspection and carrying out works under this By-Law provided that the Body Corporate gives the owner or occupier twenty four (24) hours notice of its intention to enter upon the relevant Lot and carry out those works.
- (d) For the purposes of this By-Law "improvements" includes walls, windows, doors and fly screens.

5. Alterations and renovations of Lots and Units

The Body Corporate may make rules regulating permissible procedures in respect to alterations and/or renovations to the interior of a Lot and such alterations may only be carried out in accordance with such rules.

6. Appearance of units

An owner or occupier of a Lot must not hang washing, towels, bedding, clothing or other articles except on clothes lines in designated areas provided by the Body Corporate (if any).

7. Water apparatus

An owner or occupier of a Lot must ensure that:

- (a) all water taps on the Lot are properly turned off after use;
- (b) the water closets, conveniences and other water apparatus including water pipes and drains on each Lot are not used for any purpose other than those uses for which they were constructed and no sweepings or rubbish and other unsuitable substances are to be deposited in those water closets, conveniences or other water apparatus, waste pipes and drains; and
- (c) any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from the misuse or negligence of the owner or occupier will be borne by the owner or occupier whether caused by the owner's or occupier's own acts or those of members of his household or his servants or agents or invitees.

8. Lighting and heating of units

The owner or occupier of a Lot will not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Lot nor in any other way cause or increase a risk of fire or explosion in any Unit.

9. Storage of flammable liquids, etc

An owner or occupier of a Lot may not, except with the prior written consent of the Body Corporate, use or store upon the Lot or upon the Common Property any chemical, liquid, gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for ordinary domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME**

10. Windows and doors

- a) An owner or occupier of a Lot shall ensure that the windows of a Lot are kept clean and are promptly replaced if broken or cracked.
- b) All flyscreens and security screens proposed to be installed must be previously approved in writing by the Body Corporate.

11. Window cleaning

The owner or occupier of a Lot shall ensure that:

- i) All windows are kept clean. Windows which are not accessible from balconies may only be cleaned by window cleaning contractors approved by the Body Corporate.
- ii) All window cleaning contractors must comply fully with the requirements of the relevant Queensland Workplace Health & Safety legislation and regulations.
- iii) An owner or occupier of a Lot must allow the Body Corporate and the approved window cleaning contractor access to, through or over the Lot at all times as requested for the purpose of carrying out window cleaning works, provided that the Body Corporate gives the owner or occupier forty eight (48) hours notice of its intention to carry out such works.

12. Window covers

Curtains, drapes, and blinds may be installed as window covers on the interior of a Lot provided they have a white block-out curtain lining. No window may be covered with aluminium foil, reflective material or tinted and no shutters, external blinds, awnings or other window cover may be affixed externally to any Lot without the prior written approval of the Body Corporate.

13. Keeping of animals

- 13.1 The occupier of a lot may keep a maximum of one dog or cat in the lot as long as the occupier satisfies the Body Corporate that the animal:-

- weighs less than 10kg;
- does not disturb other occupiers of lots or their pets;
- is a domesticated pet; and
- is toilet trained.

PROVIDING ALWAYS that the Body Corporate may at its uncontrolled discretion waive the 10kg limit and grant approval to an owner of a lot keeping a dog in excess of 10kg. if the owner demonstrates to the Body Corporate that the dog satisfies the remaining criteria of this subclause. The Body Corporate shall have the power to grant any such approval irrevocably for the life of the dog.

- 1.0 If challenged, the occupier has the onus of proof (balance of probabilities) with respect to the matters contained in by-law 13.1.

- 13.3 Subject to by-law 13.1 the occupier of a lot must not, without the Body Corporate's written approval bring an animal onto, or keep an animal on, the lot or the common property.

Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME

- 13.4 The occupier of a lot must obtain the written approval of the Body Corporate before permitting a guest to bring an animal onto the lot or the common property.
- 1.0 The Body Corporate may order an animal to be removed from the Scheme Land if the animal does not meet all of the criteria set out in by-law 13.1.
- 2.0 The provisions of this by-law are to be enforced subject always to the provisions of Section 181(1) to (3) inclusive of the Act.

14. Painting and affixing signs prohibited

Without limiting by-law 3 an owner or occupier of a Lot may not paint or affix any signs, advertisements, notices or posters to or on any external part of the Lot, or the Common Property, nor do anything to vary the external appearance of the Lot or the Common Property without the prior written consent of the Body Corporate.

15. Antennae

No television, radio or other electronic antenna or device of any type may be erected, constructed or placed or permitted to remain on any Lot or on the Common Property unless:

- (a) it is contained within a Lot and not visible from the exterior of such Lot; or
- (b) the Owner or Occupier has received the prior written consent of the Body Corporate where the antennae is required on the exterior of the Lot

16. Right of Entry

- (a) Subject to by-law 10 an agent or representative of the Body Corporate has a right (but no obligation) to enter the lot:
 - (i) to test utility services provided to any improvement on the lot including electrical, gas and water installations;
 - (i) to trace and repair any leakage or defect in utility installations (at the cost of the Owner where the leakage or defect is due to any act or default of the Owner);
 - (ii) to secure any improvement on the lot where it is left unoccupied and to ensure all doors, windows and other entry points to the said improvement is left securely fastened;
 - (iii) to abate a nuisance; or
 - (iv) to eradicate vermin, insects and other pests;and to enter and/or transverse and/or maintain the curtilage of the lot or any area in respect of which a proprietor has exclusive use rights in order to discharge his obligations to the Body Corporate.
- (b) Where practicable the Body Corporate will give to the Owner or Occupier not less than twenty-four (24) hours notice in writing of its intention to enter the lot or any improvement thereon and the notice must state the reasons for the proposed entry. Notice shall be deemed given at the time the notice is placed in the post box of the subject lot.

**Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME**

- (c) If an Owner or Occupier unreasonably refuses permission to the Body Corporate to enter any part of the lot or improvement thereon, the Body Corporate may forcibly enter that part without liability for any damage caused to the lot or any improvement thereon.
- (d) The Body Corporate in exercising a power of entry under this by-law will use its best endeavours to minimise interference with the Occupier's use and enjoyment of the lot.

17. Insurance

- (a) The Body Corporate will insure all buildings built on the Scheme Land and will keep those buildings insured for their reinstatement and replacement value, and owners of Lots will pay a portion of the premium paid by the Body Corporate and not recovered from the Original Owner under Section 149 of the Act. Such part premium to be paid by each owner will be levied upon that owner by the Body Corporate and will be payable within thirteen (13) days of issue of the special premium levy.
- (b) An owner or occupier of a Lot may not bring to, do or keep any thing on the Lot which increases the rate of fire insurance of the Lot or any part of the buildings erected on the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy entered into by the Body Corporate or the regulations or ordinances of any public authority.

18. Nuisance

No noxious or offensive trade or activity may be conducted upon the Scheme Land or on any Lot nor may anything be done on the Scheme Land or on any Lot 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 this clause:

- (a) no loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes and which must be maintained so that they omit such sounds only when intended to do so) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any owner or occupier of any Lot or any form of skateboard inline or regular skates trolleys or scooters (whether manual or propelled) may be located placed or used on any portion of the Scheme Land or exposed to the view of other owners or occupiers without the prior written consent of the Body Corporate;
- (b) all musical instruments, radios, televisions, computers, and amplification equipment (including CDs and DVDs), must be controlled so that the sound emanating from those items will be reasonable and not cause annoyance to other owners and occupiers of Lots in the Scheme;
- (a) guests leaving after 10.00 pm. must be requested by their hosts to leave quietly and quietness must also be observed when owners and occupiers leave or return to their Lots after 10.00 pm. or in the early morning hours; and
- (b) in the event of any unavoidable noise being created in a lot the occupier must take all practical means to minimise annoyance to occupiers of other lots by closing all doors, windows and curtains of the Lot and minimise such noise in every other way possible.

Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME

19. Obstruction

An owner or occupier of a Lot must not obstruct the lawful use of the Common Property by any person. The pathways and driveways on the Common Property must not be obstructed by any owner or occupier or used by them for any other purpose than the reasonable ingress to and egress from their particular Lot.

20. Depositing rubbish on the Common Property

- (a) An owner or occupier must not:
- (i) deposit or throw upon the Common Property or the exterior of a Lot any rubbish, 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; or
 - (ii) throw any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, or balcony of the Lot or allow or permit or suffer any such substance to fall or to be thrown.
 - (iii) Any damage or costs for cleaning or repair caused by a breach of this clause will be borne by the owner or occupier concerned.

21. Garbage disposal

An owner or occupier of a Lot will:

- (a) save where the Body Corporate provides some other means of disposal of garbage, maintain within the Lot, or on such part of the Scheme Land as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the owner or occupier of any other Lot is not adversely affected by his disposal of garbage; and
- (d) ensure that each receptacle is placed in the designated area for removal on the relevant day(s) and returned to the relevant storage area as soon as practicable thereafter.

PROVIDED HOWEVER if the Body Corporate provides a common receptacle for rubbish removal within the common areas each occupier must instead use that facility and comply with the directions of the Body Corporate regarding such use.

22. Furniture removal and/or delivery

**Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME**

An owner or occupier of a Lot shall:-

- a) be responsible for the protection of all common areas during furniture delivery or removal.
- b) reimburse to the Body Corporate all costs incurred by the Body Corporate in carrying out repairs to common property as a result of damage caused during the delivery or removal of furniture.
- c) co-ordinate and co-operate with the Body Corporate if requested in order to ensure adequate access and amenity is maintained for other Lot owners and occupiers during the delivery or removal of furniture.

23. Damage to lawns, etc.

An owner or occupier of a Lot will not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Common Property; or
- (b) except with the prior written consent of the Body Corporate, use for his own purposes as a garden any portion of the Common Property or interfere in any way with any gardens or plants established by or on behalf of the Body Corporate.

24. Damage to the Common Property

An owner or occupier of a Lot may not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written consent of the Body Corporate.

25. Body Corporate to be notified of accidents etc.

An owner or occupier of a Lot must give prompt notice to the Body Corporate of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Body Corporate has authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any lot or any buildings on the Scheme Land as often as may be necessary.

26. Visitors' car parking

- (a) The Body Corporate may by written notice from time to time designate unallocated car parking spaces situated within the Common Property for use by visitors or guests of lot owners and occupiers.
- (b) Owners and occupiers of lots must ensure that any visitor or guest does not park or stand any motor vehicle upon the Common Property except within a car parking space which has been nominated for such purpose and visitors and guests must not be permitted to park vehicles overnight on the Scheme Land without the prior written consent of the Body Corporate, other than within an exclusive use area that has been allocated to the owner or occupier for car-parking purposes.

**Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME**

27. Use of caravans etc and heavy vehicles

- (a) An owner or occupier of a Lot must not:
 - (i) Permit any caravan, campervan, mobile home, boat or trailer to be parked upon the Common Property or upon a lot other than a vehicle that is capable of being wholly contained within an area designated as a parking area for exclusive use of the lot or upon an area designated for parking within the title of such lot; or
 - (ii) drive or permit to be driven any Heavy Vehicle onto or over the Common Property other than such Heavy Vehicles necessary to complete the construction of improvements on the Scheme Land, and any Heavy Vehicles entitled to come on the Common Property by any statute and/or ordinances of any public authority.

28. Security

- (a) The Body Corporate may take all reasonable steps to ensure the security of the Scheme Land and buildings and the observance of these by-laws and without limiting the generality of the foregoing may:
 - (i) close off any part of the common property not required for ingress or egress to a lot or car parking space on a temporary basis or otherwise restrict the access to or use by owners or occupiers of any part of the common property;
 - (ii) permit any designated part of the common property to be used by any security person, firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the land and the lots;
 - (iii) obtain, and install and maintain locks, alarms, communication systems and other security devices.
- (b) If the Body Corporate in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device it shall make such a number of keys or operating systems as it determines available to owners free of charge and thereafter may at its discretion make additional numbers thereof available to owners or occupiers upon payment of a reasonable charge.
- (c) An owner of a lot to whom any key or any operating system is given pursuant to these by-laws must exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a lot to such occupier) to ensure return thereof to the owner or the Body Corporate upon the occupier ceasing to occupy the lot.
- (d) An owner of a lot possessing any key or operating system referred to in these by-laws must not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not given to any other person.
- (e) An owner or occupier of a lot who is issued with a key or operating system referred to in these by-laws must immediately notify the Body Corporate if the same is lost
- (f) An owner or occupier of a Lot must not alter, adjust, change, re-key or replace any community door lock without the prior written consent of the Body Corporate.

**Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME**

29. Observance of these By-Laws

- (a) The duties and obligations imposed by these By-Laws on an owner or occupier of a Lot are to be observed not only by the owner or occupier but also by the tenants, guests, servants, employees, agents, children, invitees and licensees of the owner or occupier.
- (b) An owner or occupier of a Lot is to take all reasonable steps to ensure that any invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using the Common Property.

30. Repairs by the Body Corporate

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-laws by an owner or occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of the owner or occupier, the Body Corporate is entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the owner of the Lot at the time when the breach occurred.

31. Contractors

An owner or occupier of a Lot may not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

32. 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 the Lot must give, or cause to be given, also to the Body Corporate, any notice and any other information which may be required to be given to any relevant statutory authority, and also to reimburse the Body Corporate all costs of disinfecting the Lot and the Common Property where such action is necessary.

33. Notices to be observed

An owner or occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Body Corporate or by any statutory authority.

34. Rules relating to Common Property

- (a) The Body Corporate may make rules (the "Rules") relating to the Common Property and in particular in relation to the use of any improvements on the Common Property.
- (b) The Rules must be observed by the owners or occupiers of Lots and by their invitees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

35. Rules relating to access roads with the Scheme Land

Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME

The vehicular limit for all designated vehicle traffic areas within the Scheme Land is 5 kilometres per hour.

36. Sale of units

While the Original Owner remains an owner of a Lot it and its respective servants and/or agents are entitled to use any Lot of which it remains owner for the purpose of a display unit and of allowing any prospective Buyer of any Lot to inspect the Lot and will be entitled to place signs and other advertising and display material in and about the Lot and upon the Common Property but must have regard to the visual privacy of other owners and the general aesthetics and amenity of the Scheme .

37. By-Laws to be exhibited

A copy of these By-Laws must be exhibited in a prominent place in any unit made available for letting.

38. Power of Body Corporate to enter agreements

The Body Corporate has the power by ordinary resolution to enter into and/or vary agreements in a form acceptable to the Body Corporate (which may adopt rules governing the use of any such facilities) for the installation, operation, and/or maintenance of equipment and/or machinery upon the Scheme or the Scheme Land in respect to or in connection with for any one or more of the following but is not obliged to do so:

- electricity supply;
- gas supply (if applicable);
- cable or satellite television supply;
- security systems on or crossing the Common Property;
- testing and certification of fire systems and equipment throughout the Lots and Common Property within the Scheme ;
- management, maintenance and repair of the Common Property ;
- cleaning of the building and external windows of the Lots and the Common Property.

39. Exclusive rights

The Body Corporate may include in any agreements entered into under By-Law 47 any provisions which are consistent with these By-Laws.

40. Cable Television

If the Body Corporate has or makes an agreement with a cable television carrier for the installation of cabling, wiring, ducting, conduit, amplifiers and/or other necessary equipment required for the provision of cable television to the Community Titles Scheme the owner of each lot and the Body Corporate must:

- allow a person to install such cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to Cable Television; and

**Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME**

- the Body Corporate must provide a supply of electricity, at the cost of the Body Corporate, if needed for any component to the Cable Television facility that is installed on the Common Property.

41. Recovery of Costs.

An owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-

- (i) recovering contributions or monies levied by the Body Corporate upon that owner or upon a predecessor in title pursuant to the By-Laws or otherwise payable to the Body Corporate pursuant to the Act;
- (ii) all proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the owner or the lessee or occupier of the owner's lot, including, but not limited to, applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.

In the event that the owner (or his mortgagee in possession) fails to pay such costs and expenses after demand, the Body Corporate may:-

- (i) treat such costs and expenses as a liquidated debt and take action for the recovery in any Court of competent jurisdiction; and
- (ii) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's lot failing which the purchaser of such lot shall be liable to the Body Corporate for the payment of same.

42. Interest on overdue levies

An owner (which expression shall extend to a mortgagee in possession) shall pay on demand interest calculated at the rate of 12% per annum (calculated and compounded on monthly rests) on any levy or other payment due to the Body Corporate which remains unpaid on the due date for payment.

43. Recovery by Body Corporate.

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

44. Hours of Recreation Facilities

The Recreation Facilities must not be used between the hours of 9.00 pm and 8.30 am on any day without the prior written consent of the Body Corporate.

If the recreational facilities include a swimming pool the Body Corporate may make additional specific rules relating to the use thereof.

**Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME**

45. Use of Recreation Facilities

All owners or occupiers of lots when making use of any of the Recreation Facilities must ensure that:

- (a) any invitee of the owner or occupier does not use any of the Recreation Facilities unless an owner or occupier accompanies them;
- (b) children using any of the Recreation Facilities are accompanied by an adult owner or occupier exercising effective control over them;
- (c) glass containers or receptacles of any type are not taken to or allowed to remain in or around any of the Recreation Facilities;
- (d) the owner or occupier and any invitee exercises caution at all times in the use of the Recreation Facilities and does not behave in any manner that is likely to cause injury to any person or interfere with the use and enjoyment of any of the Recreation Facilities by other persons;
- (e) the owner or occupier and any invitee using the Recreation Facilities is suitably attired at all times; and
- (f) the owner or occupier and any invitee obey any lawful direction given to them by the Body Corporate.

46. Maintenance of Recreation Facilities and other Areas

An owner or occupier of a Lot may not without proper authority from the Body Corporate operate, adjust, interfere with the operation of any equipment associated with any of the Recreation Facilities or any other area of Common Property.

47. Exclusive Use – Courtyard Areas/Terrace

The owner or occupier for the time being of a lot specified in the first column of Schedule E of the Community Management Statement containing these bylaws which appears in the same row as reference to a number or letter in the second column of Schedule E shall be entitled to the exclusive use and enjoyment for the purpose of a courtyard/terrace of that part of the common property which is identified by the same number or letter in the plan comprising Annexure 'A' to such Schedule.

Each occupier to whom exclusive use of the area or areas is given pursuant to this By-Law shall use such area or areas for the purpose of a courtyard/terrace only, shall not create a nuisance relating thereto, shall keep the area mown clean and free of rubbish and not use the area for storage purposes. In all other respects, the Body Corporate shall, at its own cost, continue to be responsible to carry out its duties pursuant to the Act and the Module.

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

**Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME**

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Service location diagrams for all service easements required to be included pursuant to Section 66 (1)(d)(ii) of the BCCM Act 1997:-

are included in this Community Management Statement and are contained in the plan titled "Annexure A to Schedule D -Services Location Diagram "Somerset Crest CTS" and are specified in the following table.

The lots affected or proposed to be affected by a statutory easement and the type of easement required to be disclosed pursuant to Section 66 (1)(d)(iii) of the BCCM Act 1997:-
are identified in the following table.

Lots on plan or common property affected	Type of statutory easement	Service Location Diagram
Lots 1 to 20 inclusive and common property on SP210677	Support (under section 115N of the Land Title Act 1994)	A
	Utility services and Utility infrastructure (under sections 115O and 115P of the Land Title Act 1994)	A
	Shelter (under section 115Q of the Land Title Act 1994)	A
	Projections(under section 115R of the Land Title Act 1994)	A
	Maintenance (under section 115S of the Land Title Act 1994)	A
Common property on SP210677	Stormwater	A
	Water	A
	Telecommunications	A
	Sewerage	A

SCHEDULE E EXCLUSIVE USE AREAS OF COMMON PROPERTY

The plan identifying the exclusive use areas is Annexure 'A' to this Schedule

Column A -- Lot on Plan	Column B -- Exclusive Use Area	Column C -- Purpose
Lot 1 on SP 210677	Area A on Plan A	Courtyard/Terrace
Lot 2 on SP 210677	Area B on Plan A	Courtyard/Terrace
Lot 3 on SP 210677	Area C on Plan A	Courtyard/Terrace

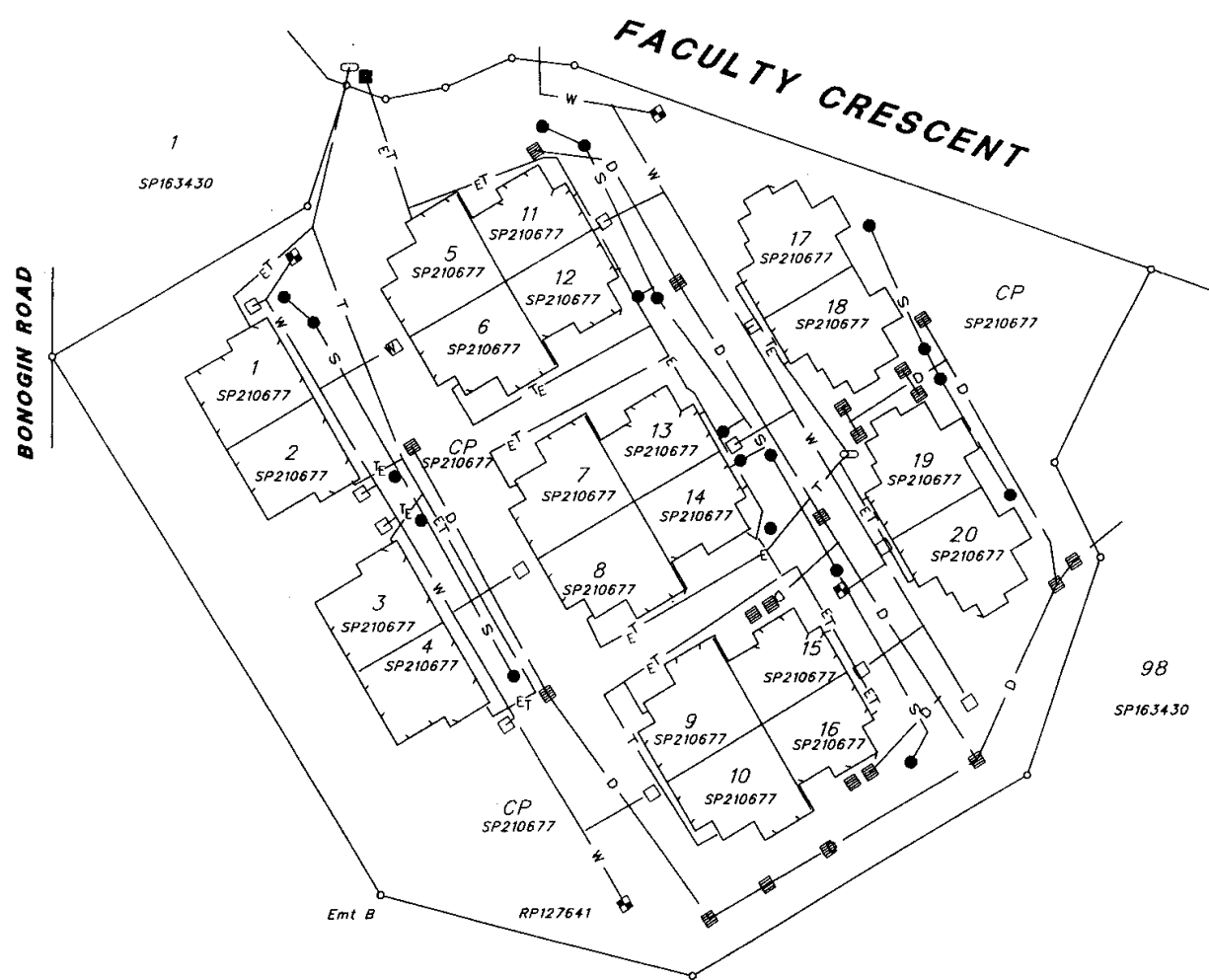
**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

**Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME**

Lot 4 on SP 210677	Area D on Plan A	Courtyard/Terrace
Lot 5 on SP 210677	Area E on Plan A	Courtyard/Terrace
Lot 6 on SP 210677	Area F on Plan A	Courtyard/Terrace
Lot 7 on SP 210677	Area G on Plan A	Courtyard/Terrace
Lot 8 on SP 210677	Area H on Plan A	Courtyard/Terrace
Lot 9 on SP 210677	Area I on Plan A	Courtyard/Terrace
Lot 10 on SP 210677	Area J on Plan A	Courtyard/Terrace
Lot 11 on SP 210677	Area K on Plan A	Courtyard/Terrace
Lot 12 on SP 210677	Area L on Plan A	Courtyard/Terrace
Lot 13 on SP 210677	Area M on Plan A	Courtyard/Terrace
Lot 14 on SP 210677	Area N on Plan A	Courtyard/Terrace
Lot 15 on SP 210677	Area O on Plan A	Courtyard/Terrace
Lot 16 on SP 210677	Area P on Plan A	Courtyard/Terrace
Lot 17 on SP 210677	Area Q on Plan A	Courtyard/Terrace
Lot 18 on SP 210677	Area R on Plan A	Courtyard/Terrace
Lot 19 on SP 210677	Area S on Plan A	Courtyard/Terrace
Lot 20 on SP 210677	Area T on Plan A	Courtyard/Terrace

ANNEXURE A TO SCHEDULE D

SERVICE LOCATION DIAGRAM
SOMERSET CREST CTS



SERVICES LEGEND

- W Water
- G Gas
- E Electricity
- T Telephone
- S Sewer
- C Communications
- D Drainage
- Stormwater Pit
- Sewer Manhole
- Electricity Box
- Water Meter
- Telstra Pit
- Hydrant



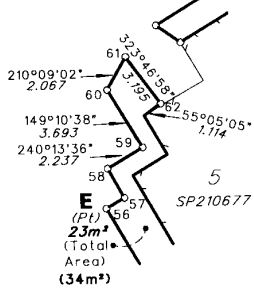
SERVICE LOCATION DIAGRAM
IN COMMON PROPERTY OF SOMERSET CREST
COMMUNITY TITLES SCHEME
CMS
PARISH : MUDGEERABA COUNTY : WARD
DRAWN NH

Scale: 1 : 250

REF: 7512-6D

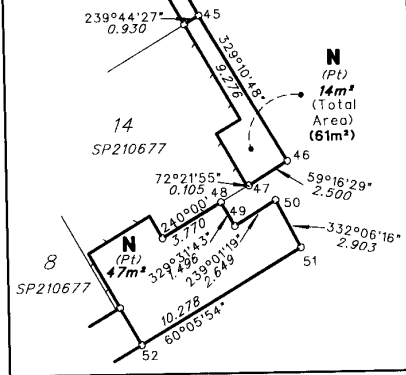
ANNEXURE 'A' TO SCHEDULE 'E'

Diagram A
Not to Scale



"A" EXCLUSIVE USE PLAN SOMERSET CREST CTS

Diagram B
Not to Scale



NOTE:
Peg Pld at Stns 1 - 3, 6, 9,
11, 13, 14 - 16, 22 - 24, 26,
31 - 33, 36 - 43, 44 - 46, 49,
53 - 55, 60 - 62, 65 - 67, 69 - 70,
72 - 73, 77, 83, 85, 86, 88, 89
Nail Pld at Stns 34, 94, 74
Intsn of Conc at Stns 30, 43, 50,
56 - 59, 68, 71, 75 - 76, 78 - 79,
90 - 93, 95 - 96
Intsn of Fences at Stns 8, 19 - 20,
29, 35, 51, 80 - 81, 84, 87, 97 - 98

ANDREWS & HANSEN PTY LTD, Cadastral Surveyor,
certify that the details
shown on this plan are correct.
Director & Cadastral Surveyor,
Date: 4/3/2008.

ANDREWS & HANSEN PTY LTD
ACN 010 742 784
CONSULTING SURVEYORS

21/39 LAWRENCE DRIVE, NERANG

PHONE (07) 5596 2150
FAX (07) 5596 0657

0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75
SCALE IN METRES 1 : 500

PLAN SHOWING EXCLUSIVE USE AREAS
ADJOINING LEVEL A OF SOMERSET CREST
COMMUNITY TITLES SCHEME
CMS

PARISH: MUDGEERABA COUNTY: WARD

DRAWN NH

Scale: 1 : 500

REF: 7512-5D

Page 20 of 20

**Body corporate certificate***Body Corporate and Community Management Act 1997, section 205(4)*

This form is effective from 1 August 2025

For the sale of a lot included in a community titles scheme under the *Body Corporate and Community Management Act 1997* (other than a lot to which the *Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011* applies).

WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

- becoming an owner and contacting the body corporate ... [Page 2](#)
- details of the property and community titles scheme ... [Page 3](#)
- by-laws and exclusive use areas ... [Page 4](#)
- lot entitlements and financial information ... [Page 5](#)
- owner contributions and amounts owing ... [Page 6](#)
- common property and assets ... [Page 8](#)
- insurance ... [Page 9](#)
- contracts and authorisations ... [Page 10](#)

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

The community management statement

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit www.qld.gov.au/bodycorporate.

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying www.qld.gov.au/searchofadjudicatorsorders.

The information in this certificate is issued on 7 / 8 / 2025

Becoming an owner

When you become an owner of a lot in a community titles scheme, you:

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the [BCCM Form 8 – Information for body corporate roll](#). Fines may apply if you do not comply.

How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.

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

Contacting the body corporate

The body corporate is an entity made up of each person who owns a lot within a community titles scheme.

Name and number of the community titles scheme (Example – Seaview CTS 1234)

SOMERSET CREST CTS 38226

Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

Is there a body corporate manager for the scheme?

☒ Yes. The body corporate manager is:

Name: GARRY COCKERILL

Company: Cockerill and Company Body Corporate Management

Phone: 0755382199

Email: bodycorporate@bundall.net

☐ No

Accessing records

Who is currently responsible for keeping the body corporate's records?

☒ The body corporate manager named above.

☐ The following person:

Name:

Role:

Phone:

Email:

Property and community titles scheme details

Lot and plan details

Lot number: 8

Plan type and number (Example – BUP 1234): SP210677

Plan of subdivision: ☐ Standard Format ☒ Building Format ☐ Volumetric Format

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.

Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.

More information is available from www.qld.gov.au/buyingbodycorporate.

The regulation module that applies to this scheme is the:

☐ Accommodation ☐ Commercial ☐ Small Schemes ☒ Standard

NOTE: If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.

Layered arrangements of community titles schemes

A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate.

Is the scheme part of a layered arrangement of community titles schemes?

☐ Yes

☒ No

If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.

Building management statement

A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.

Does a building management statement apply to the community titles scheme?

☐ Yes

☒ No

If yes, you can obtain a copy of the statement from Titles Queensland: www.titlesqld.com.au. You should seek legal advice about the rights and obligations under the building management statement before signing the contract – for example, this can include costs the body corporate must pay in relation to shared areas and services.

By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for the scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the *Body Corporate and Community Management Act 1997* will apply to the scheme.

In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

General by-laws

- ☒ The community management statement includes the complete set of by-laws that apply to the scheme.
- ☐ The community management statement specifies the by-laws in Schedule 4 of the *Body Corporate and Community Management Act 1997* apply to the scheme.
- ☐ A consolidated set of the by-laws for the scheme is given with this certificate.

Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?

- ☒ Yes
- ☐ No

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:
(select all that apply)

- ☒ listed in the community management statement.
- ☐ given with this certificate.

Lot entitlements and financial information

Lot entitlements

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for. The community management statement contains two schedules of lot entitlements – a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to most body corporate expenses, and the interest schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to insurance expenses in some cases. Lots may have different lot entitlements and therefore may pay different contributions to the body corporate's expenses.

You should consider the lot entitlements for the lot compared to the lot entitlements for other lots in the scheme before you sign a contract of sale.

Contribution schedule

Contribution schedule lot entitlement for the lot: 1

Total contribution schedule lot entitlements for all lots: 20

Interest schedule

Interest schedule lot entitlement for the lot: 1

Total interest schedule lot entitlements for all lots: 20

Statement of accounts

- ☒ The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's **administrative fund** for recurrent spending and the **sinking fund** for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a **promotion fund** that owners of lots have agreed to make payments to.

WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE. Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot__8__ for the current financial year: \$ 3,532.75

Number of instalments: 4 (outlined below)

Monthly penalty for overdue contributions (if applicable): ...2..... %

Discount for on-time payments (if applicable): ...10..... %

Due date	Amount due	Amount due if discount applied	Paid
01 / 06 / 2025	\$ 981.33	\$ 883.20	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01 / 09 / 2025	\$ 981.33	\$ 883.20	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01 / 12 / 2025	\$ 981.33	\$ 883.20	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
01 / 03 / 2026	\$ 981.27	\$ 883.15	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Sinking fund contributions

Total amount of contributions (before any discount) for lot 8 for the current financial year: \$ 1,784.65

Number of instalments: 4 (outlined below)

Monthly penalty for overdue contributions (if applicable): ...2..... %

Discount for on-time payments (if applicable):10..... %

Due date	Amount due	Amount due if discount applied	Paid
01 / 06 / 2025	\$495.77	\$446.20	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01 / 09 / 2025	\$ 495.77	\$ 446.20	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01 / 12 / 2025	\$ 495.77	\$ 446.20	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
01 / 03 / 2026	\$ 495.61	\$ 446.05	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Special contributions (IF ANY)

Date determined: 21 / 07 / 2025 (Access the body corporate records for more information).

Total amount of contributions (before any discount) for lot 8 : \$ 1,175.00

Number of instalments: 1 (outlined below)

Monthly penalty for overdue contributions (if applicable): %

Discount for on-time payments (if applicable): %

Due date	Amount due	Amount due if discount applied	Paid
08 / 09 / 2025	\$1,175.00	\$ _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
.... / /	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
.... / /	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
.... / /	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

Other amounts payable by the lot owner

For the current financial year there are:

- ☐ No other amounts payable for the lot.
- ☐ Amounts payable under exclusive use by-laws, totalling \$
- ☐ Amounts payable under service agreements (that are not included in body corporate contributions for the lot), totalling \$
- ☒ Other amounts payable, totalling \$ 2,259.75 3rd and 4th instalments yet to issue - Refer Levy Notice attached (see explanation given with this certificate).

Summary of amounts due but not paid by the current owner

At the date of this certificate:

- ☐ All payments for the lot are up to date.
- ☒ The following amounts are due but not yet paid for the lot:
 - ☐ Overdue contributions: \$
 - ☐ Penalties on overdue contributions: \$
 - ☒ Other amounts due but not paid: \$ Special Levy \$1,175.00 - Refer Levy Notice attached..

Total amounts due but not paid: \$ 1,175.00

Common property and assets

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lifts and stairwells, and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit www.qld.gov.au/buyingbodycorporate.

Sinking fund forecast and balance - maintenance and replacement of common property / assets

The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.

Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.

Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?

☒ Yes - you can obtain a copy from the body corporate records.

☐ No

Current sinking fund balance (as at date of certificate): \$ 48,802.22....

Improvements to common property the lot owner is responsible for

A lot owner may make improvements to the common property for the benefit of their lot if authorised by the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.

☒ There are no authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition.

☐ Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate.

Body corporate assets

The body corporate must keep a register of all body corporate assets worth more than \$1,000.

☒ The body corporate does not have any assets that it is required to record in its register.

☐ A copy of the body corporate register of assets is given with this certificate.

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

Body corporate insurance policies

☒ Details of each current insurance policy held by the body corporate including, for each policy, the:

- type of policy;
- name of the insurer;
- sum insured;
- amount of premium; and
- excess payable on a claim

are given with this certificate.

Alternative insurance

Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from www.qld.gov.au/buyingbodycorporate.

Does the body corporate currently hold alternative insurance approved under an alternative insurance order?

☐ Yes

☒ No

Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.

The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

More information about insurance in community titles schemes is available from your solicitor or www.qld.gov.au/buyingbodycorporate.

Contracts and authorisations

Caretaking service contractors and letting agents – Accommodation Module, Commercial Module and Standard Module

A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.

A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.

The maximum term of a service contract or authorisation entered into by a body corporate is:

- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.

Has the body corporate engaged a caretaking services contractor for the scheme?

- ☐ Yes - Name of caretaking service contractor engaged:
- ☒ No

Has the body corporate authorised a letting agent for the scheme?

- ☐ Yes - Name of authorised letting agent:
- ☒ No

Embedded network electricity supply

Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?

- ☐ Yes
- ☒ No

More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.

Body corporate authority

This certificate is signed and given under the authority of the body corporate.

Name/s GARRY COCKERILL

Position/s held BODY CORPORATE MANAGER

Signature/s 

Date 7/8/25

Copies of documents given with this certificate:

- ☒ by-laws for the scheme in consolidated form (if applicable)
- ☒ details of exclusive use by-laws or other allocations of common property (if applicable)
- ☒ the most recent statement of accounts
- ☐ details of amounts payable to the body corporate for another reason (if applicable)
- ☐ details of improvements the owner is responsible for (if applicable)
- ☐ the register of assets (if applicable)
- ☒ insurance policy details

BODY CORPORATE FOR SOMERSET CREST CTS 38226
BALANCE SHEET
AS AT 31 MARCH 2025

PROPRIETORS FUNDS

Administration Fund -	(\$4,478.26)		
Plus opening balance	\$11,939.09		\$ 7,460.83
Sinking Fund	\$ 1,813.60		
Plus opening balance	\$46,988.62		\$48,802.22
			<u>\$56,263.05</u>

THESE FUNDS ARE REPRESENTED BY
CURRENT ASSETS

Cash At Bank	\$59,788.39		
Plus levies in arrears			
Lot 14	\$ 212.11		
Lot 15	\$ 1,096.54		
Lot 16	\$ 1,991.16	\$3,299.81	\$63,088.20

LIABILITIES

Levies in advance			
Lot 2	\$ 1.80		
Lot 5	\$ 503.60		
Lot 8	\$1,442.65		
Lot 13	\$ 100.00		
Lot 19	\$ 277.10		
Owed to Cockerill and Company			
Management Fee 2024/2025	\$4,000.00		
Postages allowance and telephone			
Allowance	\$ 300.00		
Preparation of documentation for			
Taxation return	\$ 200.00	\$6,825.15	<u>\$56,263.05</u>

BODY CORPORATE FOR SOMERSET CREST CTS 38226
STATEMENT OF INCOME AND EXPENDITURE
 FOR THE PERIOD 01 APRIL 2024 TO 31 MARCH 2025

**ADMINISTRATION FUND
 INCOME**

	Current Year
Levies – Administration Fund	\$59,340.00
Bank Interest	\$ 2,671.31
Refunded by ATO	\$ 332.70
Loss of Discount on Levies	\$ 1,546.16
TOTAL ADMIN. FUND INCOME	<u>\$63,890.17</u>

EXPENDITURE – ADMIN. FUND

	Budget	
GCCC Licensing	\$ 200.00	\$ 116.00
Body Corp. Administration	\$ 4,000.00	\$ 4,000.00
Common electricity	\$ 1,500.00	\$ 667.36
Electrical Repairs	\$ 500.00	\$ 0.00
Firecom	\$ 700.00	\$ 572.00
Backflow Certification	\$ 150.00	\$ 159.50
Grounds maintenance (including fence repairs and general repairs)	\$22,000.00	\$24,630.00
Plumbing Repairs *See Sinking Fund expenditure	\$ 1,000.00	\$ 0.00
Pool Maintenance including Pool Safety Certificate	\$ 3,000.00	\$ 3,792.56
Postage allowance to manager	\$ 200.00	\$ 200.00
Telephone allowance to manager	\$ 100.00	\$ 100.00
Insurance estimate	\$20,000.00	\$24,406.01
Preparation of documentation for Tax Return	\$ 200.00	\$ 200.00
Withholding Tax	\$ 0.00	\$ 1,248.00
GCCC Water	\$ 1,000.00	\$ 0.00
Pest Spray	\$ 955.00	\$ 955.00
Gutter Cleaning	\$ 1,320.00	\$ 550.00
Gutter Repair	\$ 0.00	\$ 200.00
Roof Repairs	\$ 1,500.00	\$ 0.00
Pressure Cleaning		\$ 5,500.00
Garage Door Repair		\$ 210.00
Payment to ATO (Instalment Notice)		\$ 477.00
Stump Grinding		\$ 385.00
Miscellaneous Expenses	\$ 1,000.00	\$ 0.00
	<u>\$59,325.00</u>	<u>\$68,368.43</u>

DEFICIT	<u>(\$4,478.26)</u>
Plus Opening Balance	<u>\$11,939.09</u>
SURPLUS BALANCE	<u>\$ 7,460.83</u>

BODY CORPORATE FOR SOMERSET CREST CTS 38226
STATEMENT OF INCOME AND EXPENDITURE
FOR THE PERIOD 01/04/24 TO 31/03/25

SINKING FUND

INCOME	Current year	
Levies – Sinking Fund		\$20,188.00
TOTAL SINKING FUND INCOME		<u>\$20,188.00</u>
Plumbing and Drainage	\$18,374.40	
Sinking Fund Balance - Surplus		<u>\$ 1,813.60</u>
Plus opening balance		\$46,988.62
SINKING FUND BALANCE		<u>\$48,802.22</u>

BODY CORPORATE FOR SOMERSET CREST CTS 38226
PROPOSED ANNUAL BUDGET
FOR THE PERIOD 01 APRIL 2025 TO 31 MARCH 2025

ADMINISTRATION FUND

INCOME

Levies – Administration Fund - NET (INCLUDES
10% DISCOUNT) \$70,655.00

TOTAL ADMIN. FUND INCOME \$70,655.00

GCCC Licensing	\$ 200.00
Body Corp. Administration	\$ 4,500.00
Common electricity	\$ 1,500.00
Electrical Repairs	\$ 500.00
Firecom	\$ 700.00
Backflow Certification	\$ 160.00
Roof Inspection Report	\$ 1,320.00
Grounds maintenance (including fence repairs and general repairs)	\$25,000.00
Plumbing Repairs and Inspections	\$ 3,500.00
Pool Maintenance including Pool Safety Certificate	\$ 4,000.00
Postage allowance to manager	\$ 200.00
Telephone allowance to manager	\$ 100.00
Insurance estimate	\$25,500.00
Preparation of documentation for Tax Return	\$ 200.00
Pest Spray	\$ 955.00
Gutter Cleaning	\$ 1,320.00
Miscellaneous Expenses	\$ 1,000.00

\$70,655.00

PROPOSED SURPLUS \$ 0.00

*\$3,532.75 net per lot per annum

BODY CORPORATE FOR SOMERSET CREST CTS 38226
PROPOSED ANNUAL **BUDGET**
FOR THE PERIOD 01 APRIL 2025 TO 31 MARCH 2026

SINKING FUND

INCOME

Levies – Sinking Fund • NET (INCLUDES
10% DISCOUNT)

As per Sinking Fund Forecast) \$20,693.00

Estimated Expenditure Roof Repairs \$15,000.00

TOTAL SINKING FUND INCOME \$35,693.00

ESTIMATED SINKING FUND SURPLUS \$20,693.00

*\$1,784.65 net per lot per annum

REGISTRATION CONFIRMATION STATEMENT

NATURAL RESOURCES AND WATER, QUEENSLAND

Title Reference : 50710719

This is the current status of the title as at 12:40 on 25/03/2008

REGISTERED OWNER

Dealing No: 711520626 20/03/2008

BODY CORPORATE FOR SOMERSET CREST COMMUNITY TITLES
SCHEME 38226
PO BOX 6317
GOLD COAST MAIL CENTRE QLD 9726

LAND DESCRIPTION

COMMON PROPERTY OF SOMERSET CREST COMMUNITY TITLES SCHEME 38226
COMMUNITY MANAGEMENT STATEMENT 38226

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10250040 (POR 7)
2. EASEMENT IN GROSS No 602619260 (E41189) 01/06/1971
BURDENING THE LAND
TO QUEENSLAND ELECTRICITY COMMISSION, THE SOUTH EAST
QUEENSLAND ELECTRICITY BOARD
OVER EASEMENT B ON RP127641
3. TRANSFER No 703440709 08/07/1999 at 09:47
EASEMENT IN GROSS: 602619260 (E41189)
SOUTH EAST QUEENSLAND ELECTRICITY CORPORATION LIMITED A.C.N.
078 849 055
QUEENSLAND ELECTRICITY TRANSMISSION CORPORATION LIMITED
A.C.N. 078 849 233
4. CHANGE OF NAME No 707655017 20/04/2004 at 12:03
EASEMENT IN GROSS: 602619260 (E41189)
ENERGEX LIMITED A.C.N. 078 849 055
5. EASEMENT IN GROSS No 110647986 04/06/2007 at 16:00
burdening the land
THE COORDINATOR-GENERAL
over
EASEMENT D ON SP201970
6. REQUEST FOR FIRST CMS No 711520615 20/03/2008 at 13:30
COMMUNITY MANAGEMENT STATEMENT 38226
MODULE:
STANDARD

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

REGISTRATION CONFIRMATION STATEMENT

NATURAL RESOURCES AND WATER, QUEENSLAND

Title Reference : 50710719

Caution - Charges do not necessarily appear in order of priority

** End of Confirmation Statement **

M G Locke

Registrar of Titles and Registrar of Water Allocations

Lodgement No: 2479974
Office: GOLD COAST
Email: cockerillco@aanet.com.au
COCKERILL & CO
4 FRIGO CRT
BUNDALL

Dealing No. 711520615
THIS STATEMENT MUST BE LODGED TOGETHER
WITH A FORM 14 GENERAL REQUEST AND IN THE
CASE OF A NEW STATEMENT MUST BE LODGED
WITHIN THREE (3) MONTHS OF THE DATE OF
CONSENT BY THE BODY CORPORATE

Office use only
CMS LABEL NUMBER

This statement incorporates and must
include the following:

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

1. Name of community titles scheme
SOMERSET CREST COMMUNITY TITLES SCHEME

2. Regulation module
STANDARD MODULE SCHEME

3. Name of body corporate
BODY CORPORATE FOR SOMERSET CREST COMMUNITY TITLES SCHEME

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
REFER ATTACHED SCHEDULE			

5. *Name and address of original owner
HERON DEVELOPMENTS PTY. LTD. (A.C.N. 112 328
588) AS TRUSTEE
C/- PO BOX 8317, GOLD COAST MAIL CENTRE Q.
9726

6. Reference to plan lodged with this statement
SP 210677

first community management statement only

7. Local Government community management statement notation

David Andrew Lohoar signed
Authorising Officer

name and designation

COUNCIL OF THE CITY OF GOLD COAST name of Local Government

8. Execution by original owner/Consent of body corporate

13/02/08
Execution Date

SOLE DIRECTOR
Heron Developments Pty Ltd
*Original owner to execute for a first community management statement
*Body corporate to execute for a new community management statement
(ACN 112 328 588)

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly
searchable registers in the land registry. For more information about privacy in NIT&W see the Department's website.

SOMERSET CREST COMMUNITY TITLES SCHEME
Title Reference (Title Reference)

4. Scheme Land

Lot on Plan Description Common Property of Somerset Crest Community Titles Scheme	County	Parish	Title Reference
Lot 1 on SP 210677	Ward	Mudgeeraba	
Lot 2 on SP 210677	Ward	Mudgeeraba	
Lot 3 on SP 210677	Ward	Mudgeeraba	
Lot 4 on SP 210677	Ward	Mudgeeraba	
Lot 5 on SP 210677	Ward	Mudgeeraba	
Lot 6 on SP 210677	Ward	Mudgeeraba	
Lot 7 on SP 210677	Ward	Mudgeeraba	
Lot 8 on SP 210677	Ward	Mudgeeraba	
Lot 9 on SP 210677	Ward	Mudgeeraba	
Lot 10 on SP 210677	Ward	Mudgeeraba	
Lot 11 on SP 210677	Ward	Mudgeeraba	
Lot 12 on SP 210677	Ward	Mudgeeraba	
Lot 13 on SP 210677	Ward	Mudgeeraba	
Lot 14 on SP 210677	Ward	Mudgeeraba	
Lot 15 on SP 210677	Ward	Mudgeeraba	
Lot 16 on SP 210677	Ward	Mudgeeraba	
Lot 17 on SP 210677	Ward	Mudgeeraba	
Lot 18 on SP 210677	Ward	Mudgeeraba	
Lot 19 on SP 210677	Ward	Mudgeeraba	
Lot 20 on SP 210677	Ward	Mudgeeraba	

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference
SOMERSET CREST COMMUNITY TITLE9 SCHEME

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot in Scheme	Contribution	Interest
Lot 1 on SP 210677	1	1
Lot 2 on SP 210677	1	1
Lot 3 on SP 210677	1	1
Lot 4 on SP 210677	1	1
Lot 5 on SP 210677	1	1
Lot 6 on SP 210677	1	1
Lot 7 on SP 210677	1	1
Lot 8 on SP 210677	1	1
Lot 9 on SP 210677	1	1
Lot 10 on SP 210677	1	1
Lot 11 on SP 210677	1	1
Lot 12 on SP 210677	1	1
Lot 13 on SP 210677	1	1
Lot 14 on SP 210677	1	1
Lot 15 on SP 210677	1	1
Lot 16 on SP 210677	1	1
Lot 17 on SP 210677	1	1
Lot 18 on SP 210677	1	1
Lot 19 on SP 210677	1	1
Lot 20 on SP 210677	1	1
Total	20	20

Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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The development is a basic Scheme which comprises twelve (20) residential lots and common property being administered by a body corporate comprised of the owners of the lots. Sections 66(1), (d) (i), 66(1) (f), and 66(1) (g) in the Body Corporate and Community Management Act 1997 are not applicable.

SCHEDULE C	BY-LAWS
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1. Interpretation

- (a) Headings throughout these By-Laws are for guidance only and are not to be used as an aid in their interpretation.
- (b) Plurals include the singular and singular the plural. References to either gender include a reference to the other gender.
- (c) Throughout these By-Laws, the following terms (where the context so admits), have the following meanings:
 - "Act" means the Body Corporate and Community Management Act 1997.
 - "Body Corporate" has the meaning given to it by the Act.
 - "By-Laws" means these by-laws or any specified part of them.
 - "Common Property" means the common property referred to in the Scheme.
 - "Committee" means the Committee appointed as required under the Act.
 - "Committee's Representative" means a member of the Committee appointed from time to time for the purpose of representing the Body Corporate.
 - "Complex" means the lots and the Common Property
 - "Heavy Vehicle" includes a motor vehicle in excess of two (2) tonnes weight.
 - "Lot" means a lot in the Scheme and includes a unit constructed on the Lot.
 - "Motor Vehicle" includes a motor bike
 - "Occupier" means the legal occupant from time to time of the Lot.
 - "Original Owner" has the meaning assigned to it in the Act.
 - "Owner" means any owner of a Lot and includes, where the context allows, that persons tenants, guests, invitees, servants and agents.
 - "Secretary" means the Secretary of the Body Corporate appointed pursuant to the Act.
 - "Scheme" means the community titles scheme established upon registration of the Community Management Statement under the Act.

Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME

"Scheme Land" means all the land referred to in the Scheme.

"Unit" means the lot and the improvements on a Lot.

2. Use of Lot

Each Lot must be used for residential purposes only. A Lot owner shall not use, or cause to be used, any Lot for any purpose which is illegal, contravenes local government policy, or is injurious or causes an annoyance to other Lot owners or to the Body Corporate.

3. Structural and General appearance of Lots

No structural alterations may be made to any Lot (including any alteration to gas, water or electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony, if any, of any Lot and including the installation of any air-conditioning system) and an owner or occupier of a Lot may not in any way alter the exterior appearance of the Lot, including the garden and grounds (if any) nor cause to be constructed or placed upon any part of the Lot which can be viewed from outside the Lot any materials or items without the prior written consent of the Body Corporate. The provisions of this clause will not prevent the Body Corporate granting consent on such terms as it considers appropriate to permit a proprietor to install an air-conditioning unit and ancillary equipment on a balcony of a lot.

4. Maintenance of Lots and units

(a) An owner or occupier of a Lot will:

- (i) be responsible for the proper maintenance and decoration of the Lot;
- (ii) maintain in good condition and repair any improvements constructed or installed on the Lot (and where necessary, renew or replace the whole or part) and, where appropriate, will not use building materials and external finishes other than of the same colour and type as those comprised in the improvements without the prior written consent of the Body Corporate;
- (iii) maintain the interior of the Lot in a clean condition and take all practical steps to prevent infestation by vermin and/or insects;
- (i) maintain in good condition and repair and keep clean any part of the Common Property of which the owner has exclusive use.

(b) The Body Corporate may give written notice to an owner or occupier of a Lot requiring that:

- (i) the lot (including any improvements) be put in a state of good condition and repair (including where necessary by renewal or replacement of the whole or part).
- (i) the obligations under By-Law 4(a) be complied with.

If such notice has not been complied with to the reasonable satisfaction of the Body Corporate within 14 days of the date of that notice, the Body Corporate may, in its absolute discretion, cause the improvements to be put in such a state or the obligations under By-Law 4(a) to be carried out (as the case may be) in accordance with the notice and the owner or occupier (as the case may be) must pay the costs incurred or payable by the Body Corporate in that regard on demand.

Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME

- (c) An owner or occupier of a Lot must allow the Body Corporate and the servants and contractors of the Body Corporate access to the Lot and the improvements at all reasonable times for the purpose of inspection and carrying out works under this By-Law provided that the Body Corporate gives the owner or occupier twenty four (24) hours notice of its intention to enter upon the relevant Lot and carry out those works.
- (d) For the purposes of this By-Law "improvements" includes walls, windows, doors and fly screens.

5. Alterations and renovations of Lots and Units

The Body Corporate may make rules regulating permissible procedures in respect to alterations and/or renovations to the interior of a Lot and such alterations may only be carried out in accordance with such rules.

6. Appearance of units

An owner or occupier of a Lot must not hang washing, towels, bedding, clothing or other articles except on clothes lines in designated areas provided by the Body Corporate (if any).

7. Water apparatus

An owner or occupier of a Lot must ensure that:

- (a) all water taps on the Lot are properly turned off after use;
- (b) the water closets, conveniences and other water apparatus including water pipes and drains on each Lot are not used for any purpose other than those uses for which they were constructed and no sweepings or rubbish and other unsuitable substances are to be deposited in those water closets, conveniences or other water apparatus, waste pipes and drains; and
- (c) any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from the misuse or negligence of the owner or occupier will be borne by the owner or occupier whether caused by the owner's or occupier's own acts or those of members of his household or his servants or agents or invitees.

8. Lighting and heating of units

The owner or occupier of a Lot will not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Lot nor in any other way cause or increase a risk of fire or explosion in any Unit.

9. Storage of flammable liquids, etc

An owner or occupier of a Lot may not, except with the prior written consent of the Body Corporate, use or store upon the Lot or upon the Common Property any chemical, liquid, gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for ordinary domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME

10. Windows and doors

- a) An owner or occupier of a Lot shall ensure that the windows of a Lot are kept clean and are promptly replaced if broken or cracked.
- b) All flyscreens and security screens proposed to be installed must be previously approved in writing by the Body Corporate.

11. Window cleaning

The owner or occupier of a Lot shall ensure that:

- i) All windows are kept clean. Windows which are not accessible from balconies may only be cleaned by window cleaning contractors approved by the Body Corporate.
- ii) All window cleaning contractors must comply fully with the requirements of the relevant Queensland Workplace Health & Safety legislation and regulations.
- iii) An owner or occupier of a Lot must allow the Body Corporate and the approved window cleaning contractor access to, through or over the Lot at all times as requested for the purpose of carrying out window cleaning works, provided that the Body Corporate gives the owner or occupier forty eight (48) hours notice of its intention to carry out such works.

12. Window covers

Curtains, drapes, and blinds may be installed as window covers on the interior of a Lot provided they have a white block-out curtain lining. No window may be covered with aluminium foil, reflective material or tinted and no shutters, external blinds, awnings or other window cover may be affixed externally to any Lot without the prior written approval of the Body Corporate.

13. Keeping of animals

13.1 The occupier of a lot may keep a maximum of one dog or cat in the lot as long as the occupier satisfies the Body Corporate that the animal:-

- weighs less than 10kg;
- does not disturb other occupiers of lots or their pets;
- is a domesticated pet; and
- is toilet trained.

PROVIDING ALWAYS that the Body Corporate may at its uncontrolled discretion waive the 10kg limit and grant approval to an owner of a lot keeping a dog in excess of 10kg. If the owner demonstrates to the Body Corporate that the dog satisfies the remaining criteria of this subclause. The Body Corporate shall have the power to grant any such approval irrevocably for the life of the dog.

1.0 If challenged, the occupier has the onus of proof (balance of probabilities) with respect to the matters contained in by-law 13.1.

13.3 Subject to by-law 13.1 the occupier of a lot must not, without the Body Corporate's written approval bring an animal onto, or keep an animal on, the lot or the common property.

Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME

- 13.4 The occupier of a lot must obtain the written approval of the Body Corporate before permitting a guest to bring an animal onto the lot or the common property.
- 1.0 The Body Corporate may order an animal to be removed from the Scheme Land if the animal does not meet all of the criteria set out in by-law 13.1.

- 2.0 The provisions of this by-law are to be enforced subject always to the provisions of Section 181(1) to (3) inclusive of the Act.

14. Painting and affixing signs prohibited

Without limiting by-law 3 an owner or occupier of a Lot may not paint or affix any signs, advertisements, notices or posters to or on any external part of the Lot, or the Common Property, nor do anything to vary the external appearance of the Lot or the Common Property without the prior written consent of the Body Corporate.

15. Antennae

No television, radio or other electronic antenna or device of any type may be erected, constructed or placed or permitted to remain on any Lot or on the Common Property unless:

- (a) it is contained within a Lot and not visible from the exterior of such Lot; or
- (b) the Owner or Occupier has received the prior written consent of the Body Corporate where the antennae is required on the exterior of the Lot

16. Right of Entry

- (a) Subject to by-law 10 an agent or representative of the Body Corporate has a right (but no obligation) to enter the lot:
 - (i) to test utility services provided to any improvement on the lot including electrical, gas and water installations;
 - (i) to trace and repair any leakage or defect in utility installations (at the cost of the Owner where the leakage or defect is due to any act or default of the Owner);
 - (ii) to secure any improvement on the lot where it is left unoccupied and to ensure all doors, windows and other entry points to the said improvement is left securely fastened;
 - (iii) to abate a nuisance; or
 - (iv) to eradicate vermin, insects and other pests;and to enter and/or transverse and/or maintain the curtilage of the lot or any area in respect of which a proprietor has exclusive use rights in order to discharge his obligations to the Body Corporate.
- (b) Where practicable the Body Corporate will give to the Owner or Occupier not less than twenty-four (24) hours notice in writing of its intention to enter the lot or any improvement thereon and the notice must state the reasons for the proposed entry. Notice shall be deemed given at the time the notice is placed in the post box of the subject lot.

Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME

- (c) If an Owner or Occupier unreasonably refuses permission to the Body Corporate to enter any part of the lot or improvement thereon, the Body Corporate may forcibly enter that part without liability for any damage caused to the lot or any improvement thereon.
- (d) The Body Corporate in exercising a power of entry under this by-law will use its best endeavours to minimise interference with the Occupier's use and enjoyment of the lot.

17. Insurance

- (a) The Body Corporate will insure all buildings built on the Scheme Land and will keep those buildings insured for their reinstatement and replacement value, and owners of Lots will pay a portion of the premium paid by the Body Corporate and not recovered from the Original Owner under Section 149 of the Act. Such part premium to be paid by each owner will be levied upon that owner by the Body Corporate and will be payable within thirteen (13) days of issue of the special premium levy.
- (b) An owner or occupier of a Lot may not bring to, do or keep any thing on the Lot which increases the rate of fire insurance of the Lot or any part of the buildings erected on the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy entered into by the Body Corporate or the regulations or ordinances of any public authority.

18. Nuisance

No noxious or offensive trade or activity may be conducted upon the Scheme Land or on any Lot nor may anything be done on the Scheme Land or on any Lot 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 this clause:

- (a) no loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes and which must be maintained so that they omit such sounds only when intended to do so) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any owner or occupier of any Lot or any form of skateboard inline or regular skates trolleys or scooters (whether manual or propelled) may be located placed or used on any portion of the Scheme Land or exposed to the view of other owners or occupiers without the prior written consent of the Body Corporate;
- (b) all musical instruments, radios, televisions, computers, and amplification equipment (including CDs and DVDs), must be controlled so that the sound emanating from those items will be reasonable and not cause annoyance to other owners and occupiers of Lots in the Scheme;
- (a) guests leaving after 10.00 pm. must be requested by their hosts to leave quietly and quietness must also be observed when owners and occupiers leave or return to their Lots after 10.00 pm. or in the early morning hours; and
- (b) in the event of any unavoidable noise being created in a lot the occupier must take all practical means to minimise annoyance to occupiers of other lots by closing all doors, windows and curtains of the Lot and minimise such noise in every other way possible.

Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME

19. Obstruction

An owner or occupier of a Lot must not obstruct the lawful use of the Common Property by any person. The pathways and driveways on the Common Property must not be obstructed by any owner or occupier or used by them for any other purpose than the reasonable ingress to and egress from their particular Lot.

20. Depositing rubbish on the Common Property

- (a) An owner or occupier must not:
- (i) deposit or throw upon the Common Property or the exterior of a Lot any rubbish, 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; or
 - (ii) throw any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, or balcony of the Lot or allow or permit or suffer any such substance to fall or to be thrown.
 - (iii) Any damage or costs for cleaning or repair caused by a breach of this clause will be borne by the owner or occupier concerned.

21. Garbage disposal

An owner or occupier of a Lot will:

- (a) save where the Body Corporate provides some other means of disposal of garbage, maintain within the Lot, or on such part of the Scheme Land as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the owner or occupier of any other Lot is not adversely affected by his disposal of garbage; and
- (d) ensure that each receptacle is placed in the designated area for removal on the relevant day(s) and returned to the relevant storage area as soon as practicable thereafter.

PROVIDED HOWEVER if the Body Corporate provides a common receptacle for rubbish removal within the common areas each occupier must instead use that facility and comply with the directions of the Body Corporate regarding such use.

22. Furniture removal and/or delivery

Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME

An owner or occupier of a Lot shall:-

- a) be responsible for the protection of all common areas during furniture delivery or removal.
- b) reimburse to the Body Corporate all costs incurred by the Body Corporate in carrying out repairs to common property as a result of damage caused during the delivery or removal of furniture.
- c) co-ordinate and co-operate with the Body Corporate if requested in order to ensure adequate access and amenity is maintained for other Lot owners and occupiers during the delivery or removal of furniture.

23. Damage to lawns, etc.

An owner or occupier of a Lot will not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Common Property; or
- (b) except with the prior written consent of the Body Corporate, use for his own purposes as a garden any portion of the Common Property or interfere in any way with any gardens or plants established by or on behalf of the Body Corporate.

24. Damage to the Common Property

An owner or occupier of a Lot may not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written consent of the Body Corporate.

25. Body Corporate to be notified of accidents etc.

An owner or occupier of a Lot must give prompt notice to the Body Corporate of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Body Corporate has authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any lot or any buildings on the Scheme Land as often as may be necessary.

26. Visitors' car parking

- (a) The Body Corporate may by written notice from time to time designate unallocated car parking spaces situated within the Common Property for use by visitors or guests of lot owners and occupiers.
- (b) Owners and occupiers of lots must ensure that any visitor or guest does not park or stand any motor vehicle upon the Common Property except within a car parking space which has been nominated for such purpose and visitors and guests must not be permitted to park vehicles overnight on the Scheme Land without the prior written consent of the Body Corporate, other than within an exclusive use area that has been allocated to the owner or occupier for car-parking purposes.

Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME

27. Use of caravans etc and heavy vehicles

- (a) An owner or occupier of a Lot must not:
- (i) Permit any caravan, campervan, mobile home, boat or trailer to be parked upon the Common Property or upon a lot other than a vehicle that is capable of being wholly contained within an area designated as a parking area for exclusive use of the lot or upon an area designated for parking within the title of such lot; or
 - (ii) drive or permit to be driven any Heavy Vehicle onto or over the Common Property other than such Heavy Vehicles necessary to complete the construction of improvements on the Scheme Land, and any Heavy Vehicles entitled to come on the Common Property by any statute and/or ordinances of any public authority.

28. Security

- (a) The Body Corporate may take all reasonable steps to ensure the security of the Scheme Land and buildings and the observance of these by-laws and without limiting the generality of the foregoing may:
- (i) close off any part of the common property not required for ingress or egress to a lot or car parking space on a temporary basis or otherwise restrict the access to or use by owners or occupiers of any part of the common property;
 - (ii) permit any designated part of the common property to be used by any security person, firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the land and the lots;
 - (iii) obtain, and install and maintain locks, alarms, communication systems and other security devices.
- (b) If the Body Corporate in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device it shall make such a number of keys or operating systems as it determines available to owners free of charge and thereafter may at its discretion make additional numbers thereof available to owners or occupiers upon payment of a reasonable charge.
- (c) An owner of a lot to whom any key or any operating system is given pursuant to these by-laws must exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a lot to such occupier) to ensure return thereof to the owner or the Body Corporate upon the occupier ceasing to occupy the lot.
- (d) An owner of a lot possessing any key or operating system referred to in these by-laws must not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not given to any other person.
- (e) An owner or occupier of a lot who is issued with a key or operating system referred to in these by-laws must immediately notify the Body Corporate if the same is lost.
- (f) An owner or occupier of a Lot must not alter, adjust, change, re-key or replace any community door lock without the prior written consent of the Body Corporate.

Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME

29. Observance of these By-Laws

- (a) The duties and obligations imposed by these By-Laws on an owner or occupier of a Lot are to be observed not only by the owner or occupier but also by the tenants, guests, servants, employees, agents, children, invitees and licensees of the owner or occupier.
- (b) An owner or occupier of a Lot is to take all reasonable steps to ensure that any invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using the Common Property.

30. Repairs by the Body Corporate

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-laws by an owner or occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of the owner or occupier, the Body Corporate is entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the owner of the Lot at the time when the breach occurred.

31. Contractors

An owner or occupier of a Lot may not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

32. 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 the Lot must give, or cause to be given, also to the Body Corporate, any notice and any other information which may be required to be given to any relevant statutory authority, and also to reimburse the Body Corporate all costs of disinfecting the Lot and the Common Property where such action is necessary.

33. Notices to be observed

An owner or occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Body Corporate or by any statutory authority.

34. Rules relating to Common Property

- (a) The Body Corporate may make rules (the "Rules") relating to the Common Property and in particular in relation to the use of any improvements on the Common Property.
- (b) The Rules must be observed by the owners or occupiers of Lots and by their invitees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

35. Rules relating to access roads with the Scheme Land

Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME

The vehicular limit for all designated vehicle traffic areas within the Scheme Land is 5 kilometres per hour.

36. Sale of units

While the Original Owner remains an owner of a Lot it and its respective servants and/or agents are entitled to use any Lot of which it remains owner for the purpose of a display unit and of allowing any prospective Buyer of any Lot to inspect the Lot and will be entitled to place signs and other advertising and display material in and about the Lot and upon the Common Property but must have regard to the visual privacy of other owners and the general aesthetics and amenity of the Scheme.

37. By-Laws to be exhibited

A copy of these By-Laws must be exhibited in a prominent place in any unit made available for letting.

38. Power of Body Corporate to enter agreements

The Body Corporate has the power by ordinary resolution to enter into and/or vary agreements in a form acceptable to the Body Corporate (which may adopt rules governing the use of any such facilities) for the installation, operation, and/or maintenance of equipment and/or machinery upon the Scheme or the Scheme Land in respect to or in connection with for any one or more of the following but is not obliged to do so:

- electricity supply;
- gas supply (if applicable);
- cable or satellite television supply;
- security systems on or crossing the Common Property;
- testing and certification of fire systems and equipment throughout the Lots and Common Property within the Scheme ;
- management, maintenance and repair of the Common Property ;
- cleaning of the building and external windows of the Lots and the Common Property.

39. Exclusive rights

The Body Corporate may include in any agreements entered into under By-Law 47 any provisions which are consistent with these By-Laws.

40. Cable Television

If the Body Corporate has or makes an agreement with a cable television carrier for the installation of cabling, wiring, ducting, conduit, amplifiers and/or other necessary equipment required for the provision of cable television to the Community Titles Scheme the owner of each lot and the Body Corporate must:

- allow a person to install such cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to Cable Television; and

Title Reference
SOMERSET CREST COMMUNITY TITLE6 SCHEME

- the Body Corporate must provide a supply of electricity, at the cost of the Body Corporate, if needed for any component to the Cable Television facility that is installed on the Common Property.

41. Recovery of Costs.

An owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-

- (i) recovering contributions or monies levied by the Body Corporate upon that owner or upon a predecessor in title pursuant to the By-Laws or otherwise payable to the Body Corporate pursuant to the Act;
- (ii) all proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the owner or the lessee or occupier of the owner's lot, including, but not limited to, applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.

In the event that the owner (or his mortgagee in possession) fails to pay such costs and expenses after demand, the Body Corporate may:-

- (i) treat such costs and expenses as a liquidated debt and take action for the recovery in any Court of competent jurisdiction; and
- (ii) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's lot falling which the purchaser of such lot shall be liable to the Body Corporate for the payment of same.

42. Interest on overdue levies

An owner (which expression shall extend to a mortgagee in possession) shall pay on demand interest calculated at the rate of 12% per annum (calculated and compounded on monthly rests) on any levy or other payment due to the Body Corporate which remains unpaid on the due date for payment.

43. Recovery by Body Corporate.

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

44. Hours of Recreation Facilities

The Recreation Facilities must not be used between the hours of 9.00 pm and 8.30 am on any day without the prior written consent of the Body Corporate.

If the recreational facilities include a swimming pool the Body Corporate may make additional specific rules relating to the use thereof.

Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME

45. Use of Recreation Facilities

All owners or occupiers of lots when making use of any of the Recreation Facilities must ensure that:

- (a) any invitee of the owner or occupier does not use any of the Recreation Facilities unless an owner or occupier accompanies them;
- (b) children using any of the Recreation Facilities are accompanied by an adult owner or occupier exercising effective control over them;
- (c) glass containers or receptacles of any type are not taken to or allowed to remain in or around any of the Recreation Facilities;
- (d) the owner or occupier and any invitee exercises caution at all times in the use of the Recreation Facilities and does not behave in any manner that is likely to cause injury to any person or interfere with the use and enjoyment of any of the Recreation Facilities by other persons;
- (e) the owner or occupier and any invitee using the Recreation Facilities is suitably attired at all times; and
- (f) the owner or occupier and any invitee obey any lawful direction given to them by the Body Corporate.

46. Maintenance of Recreation Facilities and other Areas

An owner or occupier of a Lot may not without proper authority from the Body Corporate operate, adjust, interfere with the operation of any equipment associated with any of the Recreation Facilities or any other area of Common Property.

47. Exclusive Use – Courtyard Areas/Terrace

The owner or occupier for the time being of a lot specified in the first column of Schedule E of the Community Management Statement containing these bylaws which appears in the same row as reference to a number or letter in the second column of Schedule E shall be entitled to the exclusive use and enjoyment for the purpose of a courtyard/terrace of that part of the common property which is identified by the same number or letter in the plan comprising Annexure 'A' to such Schedule.

Each occupier to whom exclusive use of the area or areas is given pursuant to this By-Law shall use such area or areas for the purpose of a courtyard/terrace only, shall not create a nuisance relating thereto, shall keep the area mown clean and free of rubbish and not use the area for storage purposes. In all other respects, the Body Corporate shall, at its own cost, continue to be responsible to carry out its duties pursuant to the Act and the Module.

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Service location diagrams for all service easements required to be included pursuant to Section 66 (1)(d)(iii) of the BCCM Act 1997:-
are included in this Community Management Statement and are contained in the plan titled "Annexure A to Schedule D -Services Location Diagram "Somerset Crest CTS" and are specified in the following table.

The lots affected or proposed to be affected by a statutory easement and the type of easement required to be disclosed pursuant to Section 66 (1)(d)(iii) of the BCCM Act 1997:-
are identified in the following table.

Lots on plan or common property affected	Type of statutory easement	Service Location Diagram
Lots 1 to 20 inclusive and common property on SP210677	Support (under section 115N of the Land Title Act 1994)	A
	Utility services and Utility Infrastructure (under sections 115O and 115P of the Land Title Act 1994)	A
	Shelter (under section 115Q of the Land Title Act 1994)	A
	Projections (under section 115R of the Land Title Act 1994)	A
	Maintenance (under section 115S of the Land Title Act 1994)	A
Common property on SP210677	Stormwater	A
	Water	A
	Telecommunications	A
	Sewerage	A

SCHEDULE E EXCLUSIVE USE AREAS OF COMMON PROPERTY

The plan identifying the exclusive use areas is Annexure 'A' to this Schedule

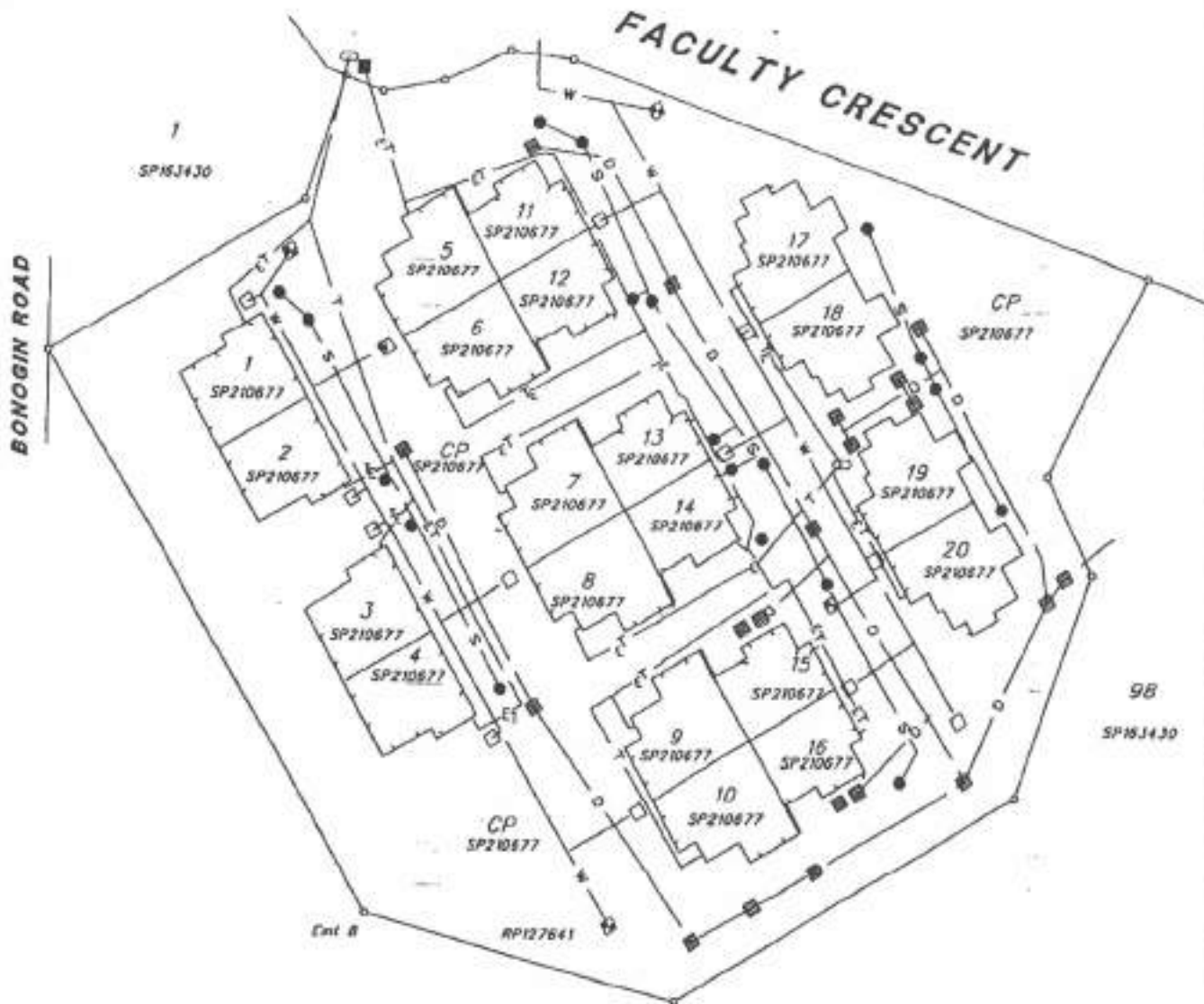
Column A -- Lot on Plan	Column B -- Exclusive Use Area	Column C -- Purpose
Lot 1 on SP 210677	Area A on Plan A	Courtyard/Terrace
Lot 2 on SP 210677	Area B on Plan A	Courtyard/Terrace
Lot 3 on SP 210677	Area C on Plan A	Courtyard/Terrace

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference
SOMERSET CREST COMMUNITY TITLES SCHEME

Lot 4 on SP 210677	Area D on Plan A	Courtyard/Terrace
Lot 5 on SP 210677	Area E on Plan A	Courtyard/Terrace
Lot 6 on SP 210677	Area F on Plan A	Courtyard/Terrace
Lot 7 on SP 210677	Area G on Plan A	Courtyard/Terrace
Lot 8 on SP 210677	Area H on Plan A	Courtyard/Terrace
Lot 9 on SP 210677	Area I on Plan A	Courtyard/Terrace
Lot 10 on SP 210677	Area J on Plan A	Courtyard/Terrace
Lot 11 on SP 210677	Area K on Plan A	Courtyard/Terrace
Lot 12 on SP 210677	Area L on Plan A	Courtyard/Terrace
Lot 13 on SP 210677	Area M on Plan A	Courtyard/Terrace
Lot 14 on SP 210677	Area N on Plan A	Courtyard/Terrace
Lot 15 on SP 210677	Area O on Plan A	Courtyard/Terrace
Lot 16 on SP 210677	Area P on Plan A	Courtyard/Terrace
Lot 17 on SP 210677	Area Q on Plan A	Courtyard/Terrace
Lot 18 on SP 210677	Area R on Plan A	Courtyard/Terrace
Lot 19 on SP 210677	Area S on Plan A	Courtyard/Terrace
Lot 20 on SP 210677	Area T on Plan A	Courtyard/Terrace

SERVICE LOCATION DIAGRAM
SOMERSET CREST CTS



SERVICES LEGEND

— W —	Water
— G —	Gas
— E —	Electricity
— T —	Telephone
— S —	Sewer
— C —	Communications
— D —	Drainage
■	Stormwater Pit
●	Sewer Manhole
□	Electricity Box
○	Water Meter
○	Fire AL
○	Hydrant



SERVICE LOCATION DIAGRAM
IN COMMON PROPERTY OF SOMERSET CREST
COMMUNITY TITLES SCHEME
CMS

PARISH : BUDGETTABA COUNTY : WARD

Scale 1 : 250

7512-60

Diagram A

Test Le Sagle

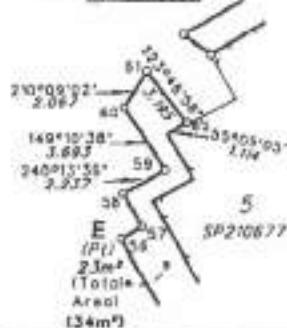


Diagram B

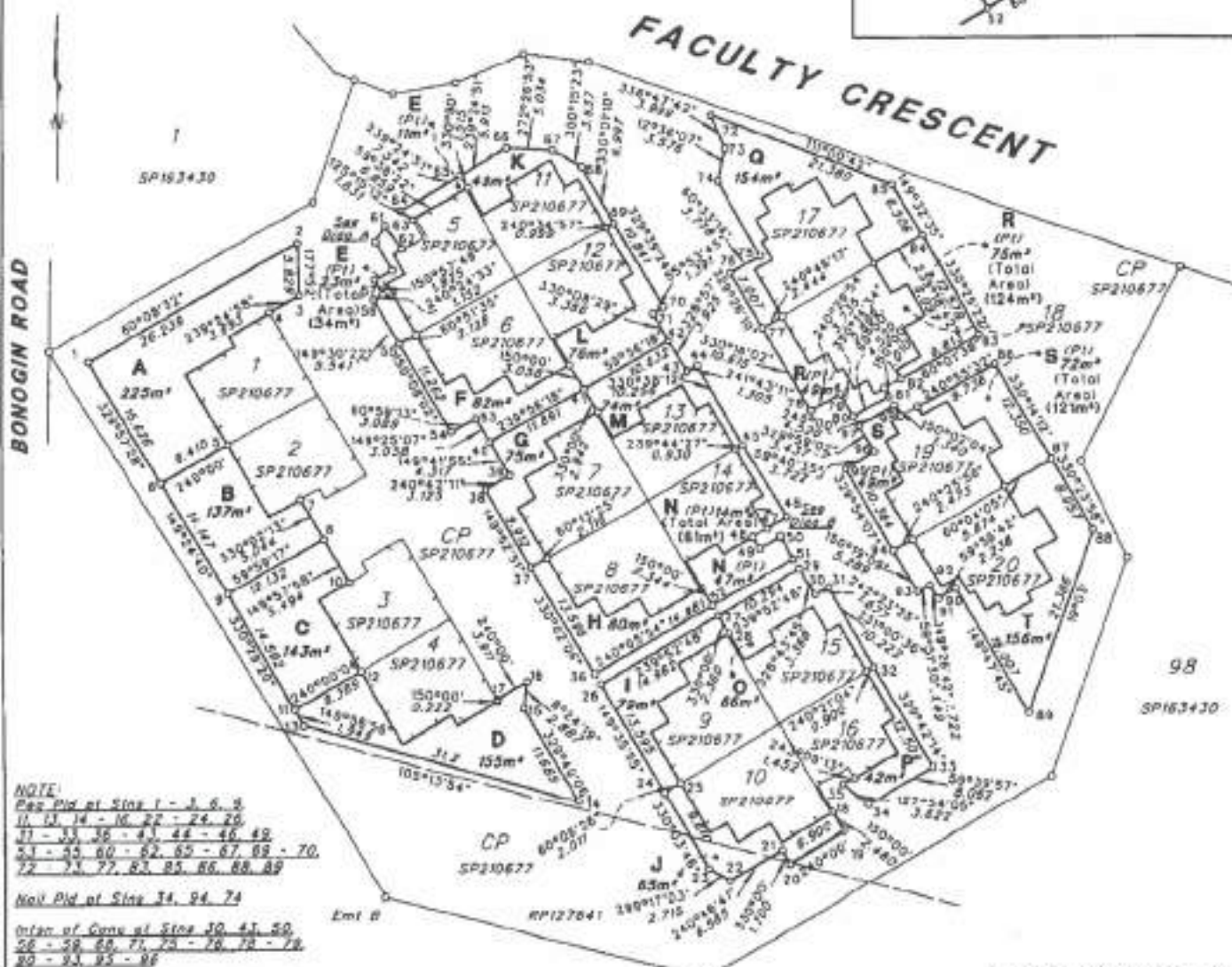
Not to Scale



ADVERSE "A" TO SCHWARTZ "E"

EXCLUSIVE USE PLAN

SOMERSET CREST CTS



NOTE:
Per Pda at Sing 1 - 1. 6. 9
11. 13. 14 - 16. 22 - 24. 26.
27 - 33. 36 - 41. 44 - 46. 49.
51 - 55. 60 - 62. 65 - 67. 69 - 70.
72 - 75. 77. 83. 85. 86. 88. 89

Nov 24 of 1974

Inter of Cons at Stage 30, 41, 50
56 - 58, 60, 71, 73 - 76, 78 - 79
80 - 81, 83 - 86

min of Forces at Sign 8. 12 - 22.
22, 33, 31, 80 - 81, 84, 87, 97 - 98

ANDREWS & HANSEN PTF LTD, Geotechnical Surveyors,
certify that the details
shown on this sketch plan are correct.

Director & General Surveyor.

DATE: 8/2/2008

ANDREWS & HANSEN PTY LTD
ACN 010 742 784
CONSULTING SURVEYORS

21/39 LAWRENCE DRIVE, NERANG

PHONE (07) 5596 2150
FAX (07) 5596 0657

PLAN SHOWING EXCLUSIVE USE AREAS
ADJOINING LEVEL A OF SOMERSET CREST
COMMUNITY TITLES SCHEME
CMS

PARISH: MUDGEERABA COUNTY: WARD

DRAWN NH

Scale 1 : 500

ACF 7512-50

Diagram A

Not to Scale

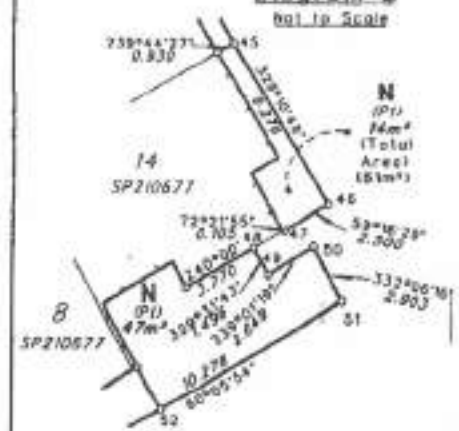


"A"

EXCLUSIVE USE PLAN
SOMERSET CREST CTS

Diagram B

Not to Scale



NOTE:

Per Pld of Sins 1 - 3, 6, 9
11, 13, 14 - 15, 22 - 24, 26
31 - 33, 36 - 43, 44 - 46, 49
52 - 55, 60 - 62, 65 - 67, 69 - 70
72 - 73, 77, 83, 85, 86, 88, 89

Hall Pld of Sins 34, 34, 74

Inter of Conc of Sins 30, 43, 50
56 - 59, 68, 71, 75 - 76, 79 - 79
80 - 83, 85 - 86

Inter of Fences of Sins 18 - 20
23, 35, 31, 80 - 81, 84, 87, 97 - 99

ANDREWS & HANSEN PTY LTD, Consulting Surveyors,
certify that the details
shown on this plan are correct.

Director & Consulting Surveyor,

Date, 4/3/2008.

0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75
SCALE IN METRES 1 : 500

ANDREWS & HANSEN PTY LTD
ACN 010 742 784
CONSULTING SURVEYORS

21/39 LAWRENCE DRIVE, NERANG

PHONE (07) 5596 2150
FAX (07) 5596 0657

PLAN SHOWING EXCLUSIVE USE AREAS,
ADJOINING LEVEL A OF SOMERSET CREST
COMMUNITY TITLES SCHEME
CMS

PARISH: MUDDEERABA COUNTY: WARD

DRAWN NH

Scale 1 : 500

REF: 7512-5D

**WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.**

[Sealing No.]

Registered

a Lodged by

[Include address, phone number, reference, and Lodger Code]

1. Certificate of Registered Owners or Lessees.

1/We **HERON DEVELOPMENTS PTY LTD ACN 112 328 588**
TRUSTEE UNDER INSTRUMENT 7093259615

(Names in full)

We as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown herein in accordance with Section 50 of the Land Title Act 1994.

We as Lessees of the land agree to this plan.

Signature of Registered Owner

HERON DEVELOPMENTS PTY LTD.
(ACN 112 328 588)

Existing			Created		
Title Reference	Lot	Plan	Lot	Emts	Road
50491576	17	SP153430	1-20 & CP	-	-

ENCUMBRANCE EASEMENT ALLOCATIONS

Easement	Lots to be Encumbered
602618260	CP
710647986	CP

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
709325621	1-20	-

* Rule out whichever is inapplicable

2. Local Government Approval.

* **COUNCIL OF THE CITY OF GOLD COAST**

hereby approves this plan in accordance with the:

%

INTEGRATED PLANNING ACT 1997

Dated this

13th day of **March 2008**

David Andrew Lohar
Authorising Officer

* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or
Insert designation of signatory or delegation. Local Government (Planning & Environment) Act 1990

3. Plans with Community Management Statement:

CMS Number:

Name: **"SOMERSET CREST"**

4. References:

Dept File:

Local Govt:

Surveyor: **7512**

1-20 & CP

7

Lots

Orig

1. Portion Allocation:

2. Map Reference:

9541-14212

3. Locality:

MUDGEERABA

4. Local Government:

CITY OF GOLD COAST

5. Passed & Endorsed:

By: **ANDREWS & HANSEN PTY LTD**

ACN 010 742 784

Date: **8/3/08**

Signed:

Designation: **Cadastral Surveyor**

11th February 2008

Date of Planning Approval

6. Building Format Plans only.

I certify that:

* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road.

~~* Part of the building shown on this plan encroaches onto adjoining lots and road.~~

CPH **8/3/08**
Licensed Surveyor/Director * Date

* delete words not required

7. Lodgement Fees:

Survey Deposit \$

Lodgement \$

New Titles \$

Photocopy \$

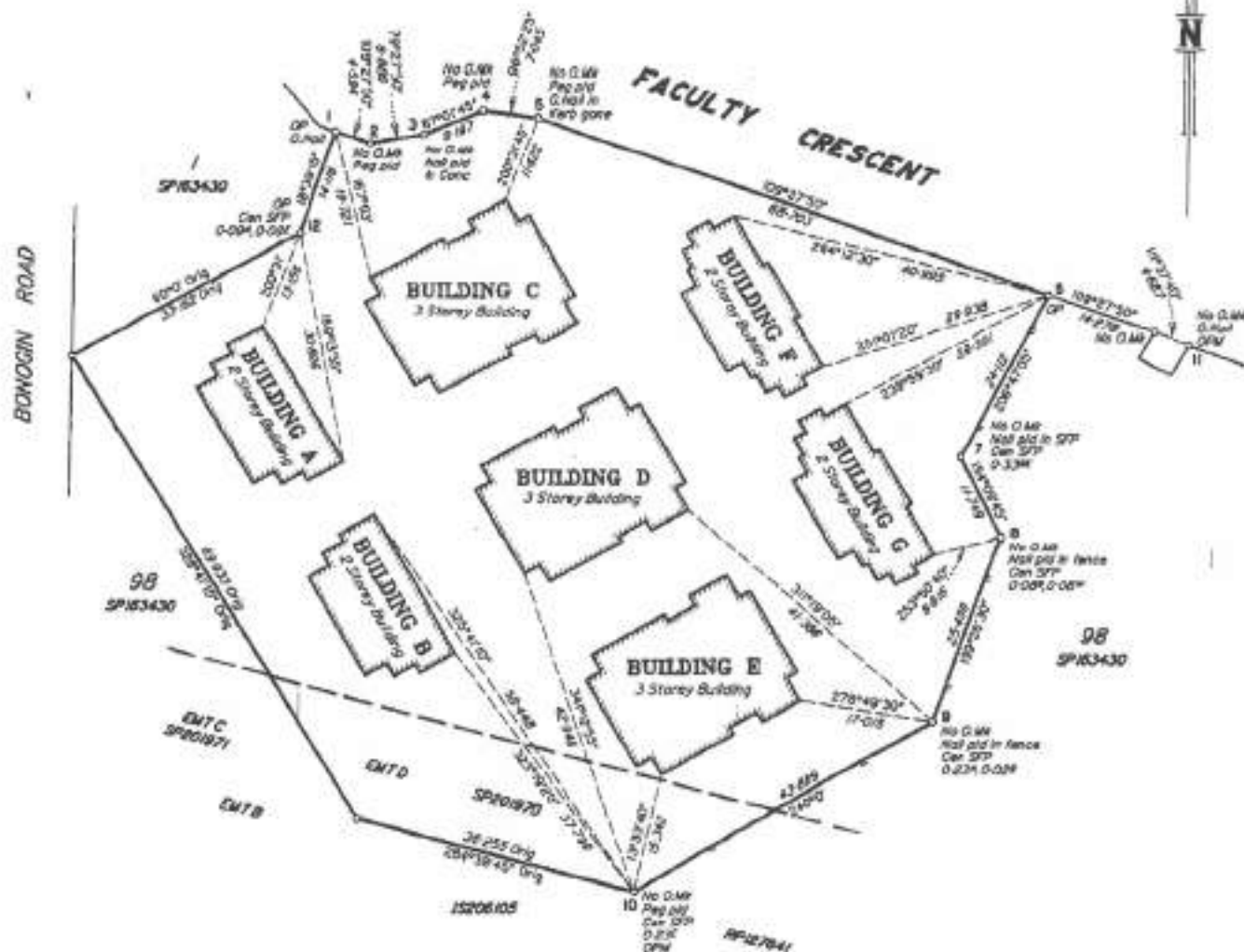
Postage \$

TOTAL \$

14. Insert Plan Number

SP210677

Area of Base Parcel
8231 m²



REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST	
1	O.Nail in Kerb	14/SP163430	349°08'40"	15.644	New Cont.
5	O.Nail in Kerb gone	16/SP163430	350°18'	3.984	
11	O.Nail in Kerb	19/SP163430	315°28'	8.627	
12	Nail in Corner		73°30'25"	10.796	

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO	
10-CPM	2/SP138298	249°18'05"	83.774	QPS683	New Cont.
11-CPM	1/SP167629	60°03'20"	29.17	130877	New Cont.

Original information compiled from
SP163430 in the Department of Natural
Resources and Water.

Scale 1:600 - Lengths are in Metres.

10 0 10 20 30 40 50 60 70 80 90
30mm 60mm 150mm State copyright reserved

Plan of Lots 1-20 & Common Property

Concilling Lot 17 on SP163430

PARISH: **MUDGEERABA** COUNTY: **Ward**

Mention: **SP163430** 1/4th No

Scale: **1:600**

Format: **BUILDING**

SP210677

Plan Statute

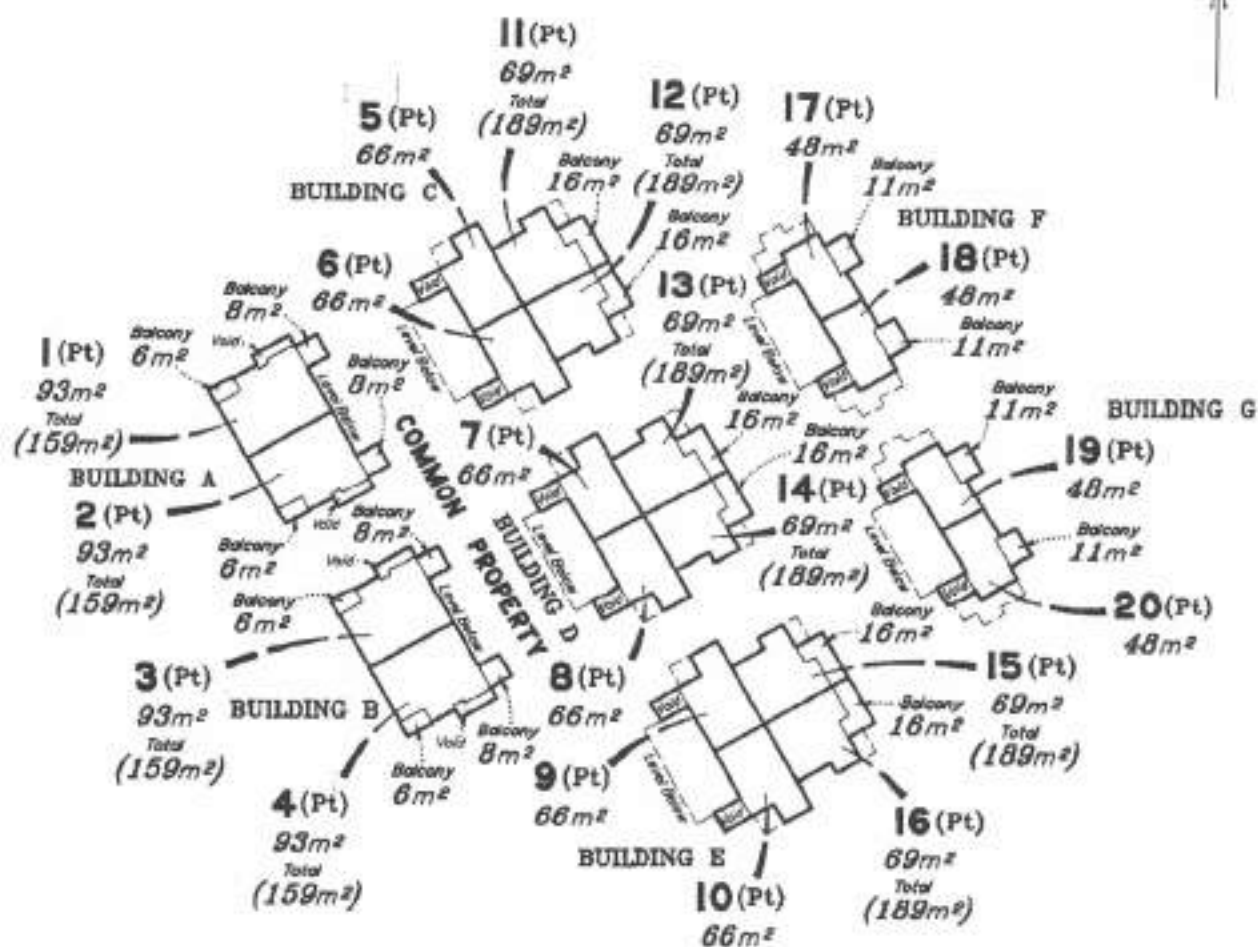
ANDREWS & HANSEN PTY LTD (ACN 016 742 704) hereby certify that the land comprised in this plan was surveyed by the corporation, by Colin Robert HANSEN, Cadastral Surveyor, for whose work the corporation accepts responsibility and that the plan is accurate, that the well survey was performed in accordance with the Survey and Mapping Infrastructure Act 2002 and Surveyors Act 2003 and associated Regulations and Standards and that the well survey was completed on

Surveyor

Date: **2/2/2002**

LEVEL B

Scale 1: 600



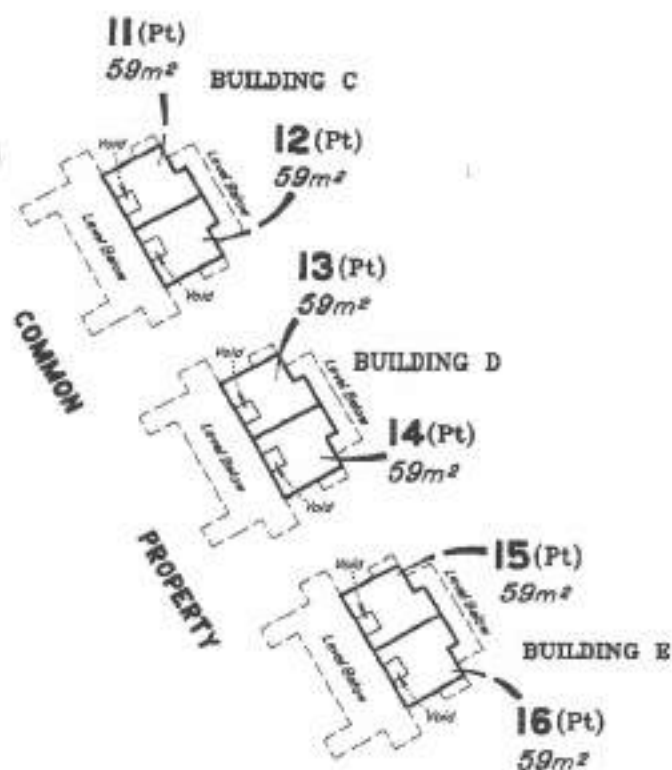
Scale 1:500 - Lengths are in Metres.

State copyright reserved.

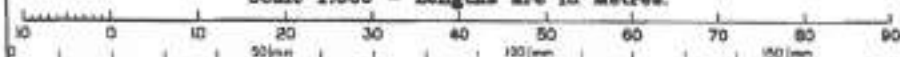
Insert
Plan
Number **SP210877**

LEVEL C

Scale 1:600



Scale 1:600 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP210677**



Level 14, 260 Queen Street
Brisbane QLD 4000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0000009644
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	26/03/2025 to 26/03/2026 at 4:00pm
The Insured	BODY CORPORATE FOR SOMERSET CREST COMMUNITY TITLE SCHEME 38226
Situation	5 FACULTY CRESCENT MUDGEERABA QLD 4213

Policies Selected

Policy 1 – Insured Property

Building: \$10,547,539

Common Area Contents: \$105,475

Loss of Rent & Temporary Accommodation (total payable): \$1,582,130

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Sum Insured: \$1,582,130

Extended Cover - Loss of Rent & Temporary Accommodation: \$237,319

Escalation in Cost of Temporary Accommodation: \$79,106

Cost of Removal, Storage and Evacuation: \$79,106

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)



Sum Insured: \$250,000

Flood Cover is included.

Date Printed

03/03/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

bodycorporate@bundall.net

From: Pauline Cassidy <[mailto:pauline.cassidy@ausure.com.au]>
Sent: Thursday, 3 July 2025 3:28 PM
To: bodycorporate@bundall.net
Subject: Policy Condition Completed - Body Corporate For Somerset Crest CTS 38226

Hi Julie,

Please note that CHU have accepted your evidence and have now noted the policy condition as completed.

Kind regards,

The following link will take you to our Terms of Engagement (TOE) and Financial Services Guide (FSG) - these documents contain important information about the services we provide. [Please click here to view.](#)

Kind Regards,

Pauline Cassidy

Account Executive

Ausure Insurance Brokers Gold Coast (Previously Coastsure Insurance Brokers)

P 07 5502 2326 | E pauline.cassidy@ausure.com.au | W [Visit our website](#)

Level 1, Unit 14 Earle House, 39-41 Price Street, Nerang QLD 4211 | PO Box 1031, Nerang QLD 4211



Coastsure Insurance Brokers Pty Ltd t/as Ausure Insurance Brokers Gold Coast | ABN 28 140 219 790
Authorised Representative of Ausure Pty Ltd (ABN 94 096 971 854) | AFSL No 238433



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[GOOGLE](#) [FACEBOOK](#)

REPRESENTATIVE

Coastsure Insurance Brokers Pty Ltd
 Rolf Van Dulst - AR: 437326
 PO Box 1031
 Nerang QLD 4211
 Tel 07 5502 2326
 Fax 07 5502 2327
 Email rolfv@coastsure.com.au

Body Corp Somerset Crest CTS 38226
 C/- Cockerill & Co
 PO Box 6317
 Gold Coast Mail Centre QLD 9726

Renewal

NOTES: Body Corporate Renewal 2025/2026
 Somerset Crest CTS 38226

Invoice date 3-Mar-2025
 Invoice number 13180860

TYPE OF POLICY	Strata - Domestic
THE INSURED	Body Corporate Somerset Crest CTS 38226
INSURER	CHU Underwriting Agencies Pty Ltd Level 5/1 Northcliff Street Milsons Point NSW 2061 ABN: 18 001 580 070
POLICY NUMBER	HU0000009644
PERIOD OF COVER	From 26/03/2025 to 26/03/2026

YOUR PREMIUM

Premium	\$	19,667.22
Underwriter Fee	\$	150.00
U/W Fee GST	\$	15.00
Fire/ES Levy	\$	0.00
GST	\$	1,966.73
Stamp Duty	\$	1,947.06
Broker Fee	\$	600.00
Broker Fee GST	\$	60.00

TOTAL DUE \$ 24,406.01
DATE DUE 26-Mar-2025

The base premium includes commission of \$3,933.46 split between: Licensees Commission \$ 354.01 Representatives Commission \$3,579.45
 Referrers Commission \$ 0.00

PAYMENT OPTIONS



Billers Code: 30510
 Reference: 2131808608

Telephone & Internet Banking - BPAY®
 Contact your participating financial institution to make BPAY payments using the biller code and reference number as detailed above. More info: www.bpay.com.au



Payments can be made in person at a Post Office by cheque or EFTPOS. Please present this page intact. Please make cheque payable to **DEFT Payment Systems for Ausure Pty Ltd**



*498 402594 2131808608



Pay by Credit Card either
 Online - (Visit www.ausure.com.au/Pay-My-Bill) or by Phone (please contact your Broker on 07 5502 2326)
 Note: Visa/Mastercard payments will incur a 0.95% fee of \$ 231.86 which includes \$ 21.08 GST.
 Amex payments will incur a 2.15% fee of \$ 524.73 which includes \$ 47.70 GST.



Installments - Premium Finance is available. Please contact your Broker for Terms and Conditions

IMPORTANT INFORMATION

PLEASE READ CAREFULLY

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

CONTRACTING OUT OR REMOVING INSURERS RIGHTS OF SUBROGATION

You will prejudice your rights to a claim if, without prior agreement from your insurer you make any agreement that will prevent the insurer from recovering a loss from a third party. These 'hold harmless' are often found in leases and maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts.

INSURING THE INTEREST OF OTHER PARTIES

If you require the interests of another party to be covered you must request this and ensure they are noted on your policy. Most policy conditions will exclude indemnity to other parties (eg mortgagees, lessors or principals etc) unless their interest is noted on the policy.

UTMOST GOOD FAITH

A contract of insurance is a contract based on the utmost good faith and there is implied in such a contract a provision requiring each party to it to act towards the other party with the utmost good faith. If you fail to do so it may prejudice your claim.

UNDER INSURANCE

Your contract of insurance may contain an average provision. It is important that you nominate a sum insured to represent the full value of the property insured. If you fail to insure the full value your claim may be reduced in proportion with your underinsurance.

DUTY TO NOT TO MISREPRESENT- CONSUMER PRODUCTS

When purchasing insurance wholly or predominantly for personal, domestic, or household purposes, you have a duty to take reasonable care not to make a misrepresentation to the insurer. This means that it is essential that you answer questions honestly and to the best of your knowledge, including when you confirm or update information when you enter into, vary, extend, reinstate or renew a Policy. The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If you answer questions on behalf of others, the insurer will treat your answers or representations as theirs. **If You do not meet the above Duty**, the insurer may refuse or not fully pay your claim and/or cancel your policy.

If the misrepresentation was deliberate or reckless, the insurer may refuse to pay a claim and treat your policy as if it never existed.

CHANGE IN RISK CIRCUMSTANCES

You must inform your broker of any material changes in your business; if you fail to do so an insurer may be entitled to deny a potential claim. You should inform your broker about any changes in location, new products/procedures or any departure from your ordinary business. If you are in doubt as to whether you should disclose any changes please contact your broker for advice.

CLAIMS MADE POLICIES

Certain policies (eg many types of professional indemnity policies) are claims made policies. These policies do not cover events that occurred before the contract was entered into. If you give an insurer notice of circumstances that may give rise to a claim during the policy period, the insurer will cover claims made later that arise out of those circumstances.

LEASING, HIRING & BORROWING PROPERTY

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property. Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. Public liability insurance may assist you meet claims relating to property damage to property which you lease or hire. A sub-limit usually applies to the amount you can claim for damage to property in your care, custody or control.

INSURER SOLVENCY

We do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance and this can be affected by many complex commercial and economic factors.

PREMIUM FINANCE

If you choose to finance your premium Ausure and your representative will receive up to 4% of the amount financed for providing the referral and assisting you to arrange the facility. This will not result in any additional costs to you. We recommend that you carefully read the finance contract to understand the implications in the event you cancel your insurance policy before expiry.

CANCELLATIONS AND AMENDMENTS

We do not refund our fees or commission received for arranging the policy. Please note that premium finance contracts contain terms that reduce the amount you will receive from any refund. Please see the terms of your contract for more information.

HOW DO WE RESOLVE COMPLAINTS?

In the event that you have a complaint about the manner in which we provide any financial service please contact Ausure's Complaints Manager by phone on (07) 3319 5100 or by writing to the address shown on the front of this invoice. If your complaint remains unresolved, Ausure's dispute committee will review the matter and respond within 15 days. Your complaint will be dealt with fairly and promptly but if you remain dissatisfied with the final decision you may refer the matter to the Australian Financial Complaints Authority (AFCA), which acts as Ausure's external dispute resolution provider. AFCA can be contacted on 1800 931 678 or info@afca.org.au.

NON PAYMENT OF PREMIUM

Our usual payment terms are 14 days from the date shown on the invoice. If this invoice is unpaid after 30 days we will advise the insurer that the policy is unpaid. The insurer may cancel the policy and/or pursue payment from you.

Policy Particulars:

The Insured	Body Corporate for Somerset Crest CTS 38226	
Policy Number	HU0000009644	
Situation	5 Faculty Crescent, Mudgeeraba Qld 4213	
Period Of Insurance	26 March 2025 to 26 March 2026 at 4.00pm Local Time	
COVER SELECTED		
Policy 1	Insured Property (Building)	\$10,547,539
	Loss of Rent/Temporary Accommodation (15%)	\$1,582,130
	Insured Property (Common Area Contents)	\$105,475
Excesses	Standard Excess	\$2,000
	Water Damage Excess	\$10,000
	Exploratory Costs – Burst Pipes	\$10,000
	Other excesses payable are shown in the Policy Wording.	
Policy 2	Public or Legal Liability	\$20,000,000
Policy 3	Voluntary Workers	\$200,000/\$2,000
Policy 4	Fidelity Guarantee	\$100,000
Policy 5	Office Bearer's Legal Liability	\$1,000,000
Policy 6	Machinery Breakdown	Not Selected
Policy 7	Building Catastrophe (Insured Property)	\$1,582,130
	Extended Cover – Loss of Rent & Temporary Accommodation	\$237,319
	Escalation in Cost of Temporary Accommodation	\$79,106
	Cost of Removal, Storage and Evacuation	\$79,106
Policy 8	Government Audit Costs	\$25,000
	Appeal Expenses -	
	Common Property Health & Safety Breaches	\$100,000
	Legal Defence Expenses	\$50,000
Policy 9	Lot Owner's Fixtures & Improvements (per lot)	\$250,000
	Flood	Included
	Construction – Walls (External)	65% Brick/ 35% Hardiplank
	Construction – Floor	Concrete
	Construction – Roof (Surface Material)	Metal
	Year Built	2008
	Number of Residential Units	20

IMPORTANT INFORMATION**Policy Condition**

The Body Corporate are to engage a suitably qualified professional to inspect the hot water systems for all lots and provide a report to CHU at least 8 weeks prior to the next renewal (26/01/2026).

Your duty when you renew your policy

This document sets out the information we hold about you, your property and your policy.

By law, you must take reasonable care not to make a misrepresentation. This means before renewal, you must review this information and tell us if anything is wrong or if there have been any changes. Some types of changes may impact our offer of renewal terms.

If we do not hear from you and you renew your policy, this means you agree that the information you have previously provided to us is correct and that nothing has changed.

If you do not tell us about anything that has changed, or if any of the information is misleading, incomplete, inaccurate or fraudulent we may reduce or not pay a claim, cancel your policy or treat it as if it never existed.

If anything is unclear, please contact us.

EXCESSES – EXPLANATORY NOTES

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

Water Damage Excess

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

- a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
- b. Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

SINKING FUND FORECAST



PROPERTY DETAILS

Somerset Crest CTS 38226

5 Faculty Crescent

MUDGEERABA, QLD, 4213

Inspection Date: 22-AUG-2016

1300 880 466

inspections@qbm.com.au

qbm.com.au



24 August 2016

Dear Committee Members,

This report is the result of an inspection conducted at your complex to identify the likely ongoing maintenance and capital improvement costs expected over the next 10 years.

This report has been compiled by a building professional and is the opinion and recommendations of this trained professional.

The recommendations are given after serious consideration to the possibility of deterioration of the building and surrounds as a result of non maintenance.

Should the committee choose not to follow these recommendations, then the committee must take full responsibility for deterioration of the complex that may occur from the lack of maintenance.

The building professionals at QBM are available to discuss any queries you may have with this inspection and report, or if you require clarification of any items, please call us on 1300 880 466.

Thank you for the opportunity to assist you in keeping your complex well maintained and the Sinking Fund with adequate funds for future planned and unforeseen expenses.

Yours Sincerely,



Donna Greenwood
Managing Director

PROPERTY AND INSPECTIONS DETAILS

Building:	Somerset Crest CTS 38226 5 Faculty Crescent MUDGEERABA, QLD, 4213
Inspection By:	Roy Pearl
Inspection Date:	22-AUG-2016
Building Description:	3 Level Residential Unit complex – residential constructed of Masonry walls and Sheet Metal roof.

PLANNED WORKS

A full listing of identified items is contained within this report.

A listing of recommendations and immediate works is contained within the Inspections Results table. It is critical that these recommendations are actioned at the earliest possible time.

AREAS NOT ACCESSED

Areas in "in accessible" areas have not been included in this report. This includes any areas that cannot be seen from a visual inspection not requiring demolition work. Such areas include behind fixed wall and ceiling sheeting, under floor coverings, behind door jambs and architraves.

INTRODUCTION

Under instructions from the committee of this complex, we set out in this report our recommendations for the Sinking Fund for the common areas of the complex.

The purpose of this report is to provide an independent analysis of the requirements for expenditure and contributions towards the Sinking Fund of the complex. This report is NOT a condition assessment or a report to identify any maintenance issues with the complex.

This report identifies and evaluates the funding requirements for items requiring capital expenditure as detected by site inspection, or by reference to plans and specifications, or by making reference to an assessment of the life expectancy of items within the complex.

Life expectancies and planned years to replacement used in this report are intended as a guide only for the purposes of determining a reasonable budget allowance for each year covered by this report. The allowances given for replacement costs are NOT fixed quotes and should only be used for budgeting purposes.

QBM has requested information about the state of repair of the building and complex, and has requested all information as to planned works or repairs required to the complex prior to completing this report. Where this information has not been supplied, it has not been included in this report.

The Committee should review the following:

- Seek information from members of the Committee regarding the current state of the building
- Ascertain the future time objectives for appearance items such as painting of common areas, and repairs of common property, which may impact upon the stated years in this forecast and may affect the immediate cash flow requirements.
- If the Committee owns any landscaping equipment such as mowers, etc. that has not been supplied to QBM in a detailed list with full costs and purchase dates, then such items will not be included in this forecast. If after the report has been completed, and changes are required due to information not being supplied to QBM then additional costs will be charged.

This Sinking Fund forecast should be reviewed on a yearly basis to update any changes caused by abnormal expenditure, inflation rates, building material costs and availability and the current condition of the building.

Items of a recurrent nature covered by the Administration Fund have not been included in this report.

No allowance has been made for upgrades or improvements unless specifically requested.

SCOPE OF REPORT

This Sinking Fund report assesses the funding requirements of the common property areas of the complex over time to enable restoration to original standard. It has been assumed that the property will be correctly maintained to maximize the life of items within the complex.

This report is NOT a condition assessment or a report to identify any maintenance issues with the complex.

GST should be added to the contributions when levying Lot owners.

It is critical that a full site inspection is conducted at least each 5 years to update the Forecast so that major projected costs are accounted over the longest possible time frame to avoid unexpected and unbudgeted expenditure.

Fire Regulations (Building Format Plans only)

Due to amended Fire Regulations, it is now compulsory to upgrade/ develop Fire and Evacuation Plans and Diagrams and conduct full training of occupants of the building. Re-assessment of these plans and training is required each year. It is also a requirement that a certification of all fire installations is sent to the local office of the Fire and Rescue Service. The first compliance date is 1 July 2009 and then each year thereafter.

EXECUTIVE SUMMARY

Scheme Name: Somerset Crest CTS 38226
Address of Property: 5 Faculty Crescent
 Mudgeeraba
Report prepared by: Don Pitt

Report Assumptions:

Number of Lots: 20
 Number of Lot Entitlements: 20
 Plan Format BFP
 Rate of Inflation utilised in calculations: 3%
 Investment interest rate utilised for calculations 2%
 Taxation rate utilised for calculations: 30%
 Current Sinking Fund Balance \$29,814.71
 Report Projection Term 15
 Balance Start Date 1/04/2016

The below balances are calculated to ensure the sinking fund has sufficient funds for all future expenditure and does not hold too much to be a burden upon lot owners.

End FY	Current Account Balance	Total Contributions including increases	Expected Expenditure	Interest Income after taxation	Adjusted SF balance after expenditure and budgeting allowances
2017	\$29,815	\$16,570	\$20,500	\$130	\$26,015
2018	\$26,015	\$16,984	\$1,030	\$587	\$42,556
2019	\$42,556	\$17,409	\$1,126	\$824	\$59,663
2020	\$59,663	\$17,844	\$77,000	\$7	\$514
2021	\$514	\$18,290	\$7,592	\$157	\$11,369
2022	\$11,369	\$18,747	\$11,384	\$262	\$18,994
2023	\$18,994	\$19,216	\$21,445	\$234	\$16,999
2024	\$16,999	\$19,696	\$2,877	\$473	\$34,291
2025	\$34,291	\$20,188	\$13,508	\$573	\$41,544
2026	\$41,544	\$20,693	\$11,472	\$710	\$51,475
2027	\$51,475	\$21,210	\$12,861	\$837	\$60,661
2028	\$60,661	\$41,210	\$31,952	\$979	\$70,898
2029	\$70,898	\$61,210	\$65,799	\$928	\$67,237
2030	\$67,237	\$81,210	\$79,564	\$965	\$69,848
2031	\$69,848	\$101,210	\$139,141	\$447	\$32,364

CONTRIBUTIONS AND EXPENDITURE

Contribution Summary for

Somerset Crest CTS 38226

Year	End FY	Total Contributions including increases	Expenses	SF Balance
1	2017	\$16,570	\$20,500	\$26,015
2	2018	\$16,984	\$1,030	\$42,556
3	2019	\$17,409	\$1,126	\$59,663
4	2020	\$17,844	\$77,000	\$514
5	2021	\$18,290	\$7,592	\$11,369
6	2022	\$18,747	\$11,384	\$18,994
7	2023	\$19,216	\$21,445	\$16,999
8	2024	\$19,696	\$2,877	\$34,291
9	2025	\$20,188	\$13,508	\$41,544
10	2026	\$20,693	\$11,472	\$51,475
11	2027	\$21,210	\$12,861	\$60,661
12	2028	\$41,210	\$31,952	\$70,898
13	2029	\$61,210	\$65,799	\$67,237
14	2030	\$81,210	\$79,564	\$69,848
15	2031	\$101,210	\$139,141	\$32,364

* The SF Balance has been adjusted to include any bank interest and/or taxation paid on interest

Contributions for next 15 years

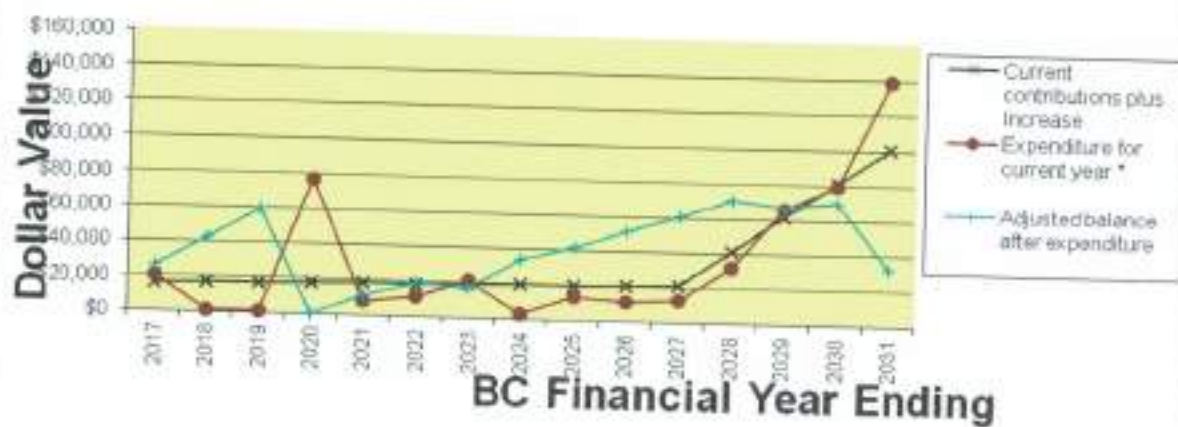
Contributions Summary for

Somerset Crest CTS 38226

Year	End FY	Total Contribution including increases	Contribution per Lot Entitlement	Quarterly Contribution
1	2017	\$16,570.00	\$828.50	\$207.13
2	2018	\$16,984.00	\$849.20	\$212.30
3	2019	\$17,409.00	\$870.45	\$217.61
4	2020	\$17,844.00	\$892.20	\$223.05
5	2021	\$18,290.00	\$914.50	\$228.63
6	2022	\$18,747.00	\$937.35	\$234.34
7	2023	\$19,216.00	\$960.80	\$240.20
8	2024	\$19,696.00	\$984.80	\$246.20
9	2025	\$20,188.00	\$1,009.40	\$252.35
10	2026	\$20,693.00	\$1,034.65	\$258.66
11	2027	\$21,210.00	\$1,060.50	\$265.13
12	2028	\$41,210.00	\$2,060.50	\$515.13
13	2029	\$61,210.00	\$3,060.50	\$765.13
14	2030	\$81,210.00	\$4,060.50	\$1,015.13
15	2031	\$101,210.00	\$5,060.50	\$1,265.13

SINKING FUND PROJECTION GRAPH

Projection of Sinking Fund Balance



ANTICIPATED EXPENDITURE FOR NEXT 15 YEARS

The following pages list the anticipated yearly expenditures to complete maintenance / upgrade works. The time frames are proposed only, and the prices are NOT fixed quotes. The exact timing of maintenance works may vary depending upon specific requirements of the committee. The actual prices paid for completion of works will depend upon the specification of works, the extent of works, and the quotes received from contractors. These estimates should be viewed as budget estimates only.

Painting The estimates including for painting include two coats of trade quality acrylic paint and any associated scaffolding. **ONLY COMMON AREAS ARE INCLUDED**

Roofing Allowances have been included for regular repairs to extend the life of the existing roofing. **ONLY COMMON AREAS ARE INCLUDED**

This report is NOT a condition assessment or a report to identify any maintenance issues with the complex.

Categories	Description of works to be undertaken	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Building	General allowance for repairs and maintenance to the common areas to cover minor maintenance and safety issues.		\$1,030	\$1,126		\$1,207	\$1,384	\$1,468	\$1,558	\$1,653	\$1,754	\$1,860	\$1,973	\$2,094	\$2,222	\$2,357
Doors and gates	Allowance for repairs to vehicle gates and doors, including motors, rollers and gates. This is an allowance and is designed to be held in reserve if works are not required in any particular year.															
Electrical	Allowance to repair / replace / install lighting to road ways and common areas as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.									\$4,735		\$3,440			\$6,364	
Fencing	Maintenance to timber paling fencing, including refixing loose palings, replace rusting fixings, ease gates, etc.					\$787		\$835		\$886		\$940		\$997		\$1,058

Sinking Fund Forecast for Sorbus Crest CFS 38226

Categories	Description of works to be undertaken	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Paving	Replace Timber paling fence complete															
Landscaping	Allowance for upgrades to landscaping						\$10,000							\$39,861		
Painting	Contribution towards painting fund for re-painting due each 10 - 12 years, including full scaffolding costs. Due to the quality of paint it is considered that 12 years between re-paints is acceptable				\$77,000										\$15,000	
Plumbing	Contingency for repairs to plumbing and sewerage systems							\$5,254			\$5,741			\$6,273		
Plumbing	Allowance to install individual water meters to lots	\$25,000														
Retaining walls	Contributions towards on going repairs and long term replacement of masonry retaining walls. This is an allowance and is designed to be held in reserve if works are not required in any particular year.						\$5,629							\$6,722		
Road ways and Site Works	Allowance for repair to driveway and kerbing as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.				\$5,538		\$5,875		\$6,233		\$6,612		\$7,015		\$7,442	
Roofing	Allowance for repairs to roof including gutters												\$29,479			
Stairs, balconies and handrails	Allowance for repairs to handrails and fixings	\$500						\$500		\$3,977		\$500				\$10,000
Stairs, balconies and handrails	Allowance to replace / upgrade handrails														\$16,945	

Sinking Fund Forecast for Somerset Crest CTS 38226

Categories	Description of works to be undertaken	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Stormwater drainage	Contingency for repairs to stormwater and other common property plumbing systems.								\$819							\$1,067
Swimming pools and spas	Allowance for replacement of pool equipment														\$4,300	
Swimming pools and spas	Allowance to refurbish swimming pool / spa and surrounds														\$34,733	
Windows	Allowance for repairs and replacements to fixtures and fittings to amenities, including toilets, basins, etc							\$2,384						\$2,847		
Total Expected Expenditure		\$20,500	\$1,030	\$1,126	\$77,000	\$7,582	\$11,384	\$21,445	\$2,877	\$13,508	\$11,472	\$12,861	\$31,952	\$65,799	\$79,594	\$133,141

DETAILED LISTING OF WORKS

Location	Description of work to be undertaken	Estimate of Costs	End FY
Generally throughout	Allowance to install individual water meters to lots	\$20,000	2017
Stairs	Allowance for repairs to handrails and fixings	\$500	2017
Site	General allowance for repairs and maintenance to the common areas to cover minor maintenance and safety issues.	\$1,030	2018
Site	General allowance for repairs and maintenance to the common areas to cover minor maintenance and safety issues.	\$1,126	2019
External	Contribution towards painting fund for re-painting due each 10 - 12 years, including full scaffolding costs. Due to the quality of paint it is considered that 12 years between re-paints is acceptable.	\$77,000	2020
Site	General allowance for repairs and maintenance to the common areas to cover minor maintenance and safety issues.	\$1,267	2021
Boundaries	Maintenance to timber paling fencing, including refixing loose palings, replace rusting fixings, ease gates, etc.	\$787	2021
Driveways and parking areas	Allowance for repair to driveway and kerbing as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$5,538	2021
Site	General allowance for repairs and maintenance to the common areas to cover minor maintenance and safety issues.	\$1,384	2022
Generally throughout	Allowance for upgrades to landscaping	\$10,000	2022
Site	General allowance for repairs and maintenance to the common areas to cover minor maintenance and safety issues.	\$1,468	2023
Boundaries	Maintenance to timber paling fencing, including refixing loose palings, replace rusting fixings, ease gates, etc.	\$835	2023
Site	Contingency for repairs to plumbing and sewerage systems	\$5,254	2023
Site	Contributions towards on going repairs and long term replacement of masonry retaining walls. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$5,629	2023
Driveways and parking areas	Allowance for repair to driveway and kerbing as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$5,875	2023
Toilets / amenities	Allowance for repairs and replacements to fixtures and fittings to amenities, including toilets, basins, etc	\$2,384	2023
Site	General allowance for repairs and maintenance to the common areas to cover minor maintenance and safety issues.	\$1,558	2024
Stairs	Allowance for repairs to handrails and fixings	\$500	2024
Site	Contingency for repairs to stormwater and other common property plumbing systems.	\$819	2024
Site	General allowance for repairs and maintenance to the common areas to cover minor maintenance and safety issues.	\$1,653	2025
Common areas	Allowance to repair / replace/ install lighting to road ways and common areas as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$4,736	2025
Boundaries	Maintenance to timber paling fencing, including refixing loose palings, replace rusting fixings, ease gates, etc.	\$886	2025

Location	Description of work to be undertaken	Estimate of Costs	End FY
Driveways and parking areas	Allowance for repair to driveway and kerbing as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$6,233	2025
Site	General allowance for repairs and maintenance to the common areas to cover minor maintenance and safety issues.	\$1,754	2026
Site	Contingency for repairs to plumbing and sewerage systems	\$5,741	2026
Verandahs / Walkways	Allowance for repairs to handrails and fixings	\$3,977	2026
Site	General allowance for repairs and maintenance to the common areas to cover minor maintenance and safety issues.	\$1,860	2027
Common areas	Allowance to repair / replace/ install lighting to road ways and common areas as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$3,449	2027
Boundaries	Maintenance to timber paling fencing, including refixing loose palings, replace rusting fixings, ease gates, etc.	\$940	2027
Driveways and parking areas	Allowance for repair to driveway and kerbing as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$6,612	2027
Site	General allowance for repairs and maintenance to the common areas to cover minor maintenance and safety issues.	\$1,973	2028
External	Allowance for repairs to roof including guttering	\$29,479	2028
Stairs	Allowance for repairs to handrails and fixings	\$500	2028
Site	General allowance for repairs and maintenance to the common areas to cover minor maintenance and safety issues.	\$2,094	2029
Boundaries	Maintenance to timber paling fencing, including refixing loose palings, replace rusting fixings, ease gates, etc.	\$997	2029
Boundaries	Replace Timber paling fence complete	\$39,851	2029
Site	Contingency for repairs to plumbing and sewerage systems	\$6,273	2029
Site	Contributions towards on going repairs and long term replacement of masonry retaining walls. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$6,722	2029
Driveways and parking areas	Allowance for repair to driveway and kerbing as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$7,015	2029
Toilets / amenities	Allowance for repairs and replacements to fixtures and fittings to amenities, including toilets, basins, etc	\$2,847	2029
Site	General allowance for repairs and maintenance to the common areas to cover minor maintenance and safety issues.	\$2,222	2030
Common areas	Allowance to repair / replace/ install lighting to road ways and common areas as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$6,364	2030
Generally throughout	Allowance for upgrades to landscaping	\$15,000	2030
Verandahs / Walkways	Allowance to replace / upgrade handrails	\$16,945	2030
Swimming Pool/ Spa/ Suna areas	Allowance for replacement of pool equipment	\$4,300	2030

Location	Description of work to be undertaken	Estimate of Costs	End FY
Swimming Pool/ Spa/ Suna areas	Allowance to refurbish swimming pool / spa and surrounds	\$34,733	2030
Site	General allowance for repairs and maintenance to the common areas to cover minor maintenance and safety issues.	\$2,357	2031
Boundaries	Maintenance to timber paling fencing, including refixing loose palings, replace rusting fixings, ease gates, etc.	\$1,058	2031
External	Contribution towards painting fund for re-painting due each 10 - 12 years, including full scaffolding costs. Due to the quality of paint it is considered that 12 years between re-paints is acceptable.	\$117,277	2031
Driveways and parking areas	Allowance for repair to driveway and kerbing as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$7,442	2031
Verandahs / Walkways	Allowance for repairs to handrails and fixings	\$10,000	2031
Site	Contingency for repairs to stormwater and other common property plumbing systems.	\$1,007	2031

SCOPE OF INSPECTION

This is a Sinking Fund Forecast and NOT a building inspection report.

CONDITIONS

Important Information Regarding the Scope and Limitations of the Inspection and this Report

1. This report is not an all encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection. Whether or not a defect is considered significant or not, depends, to a large extent, upon the age and type of the building inspected. This report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural report. Should you require any advice of a structural nature you should contact a structural engineer.
2. **THIS IS A VISUAL INSPECTION ONLY** limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of Inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards, other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.
3. This Report does not and cannot make comment upon: defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects (eg. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from surface water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant. Accordingly this Report is not a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. (NB Such matters may upon request be covered under the terms of a Special-purpose Property Report.)
4. **CONSUMER COMPLAINTS PROCEDURE.** In the event of any controversy or claim arising out of, or relating to this Report, either party must give written Notice of the dispute to the other party. If the dispute is not resolved within ten (10) days from the service of the Notice then the dispute shall be referred to a mediator nominated by the Inspector. Should the dispute not be resolved by mediation then either party may refer the dispute to the Institute of Arbitrators and Mediators of Australia for resolution by arbitration.
5. This report is based upon and conditional upon the information provided by the person, employees or agents of the person requesting this report. Thus, any false or misleading information provided will exempt the company from any liability for decisions taken based on this report's recommendations, where such recommendations are based upon information provided to the company.
6. QBM shall not be liable for missing information due to the concealment and/or apparent concealment of defects or possible defects by the person, employees or agents of the person requesting this report, or the owner, employee or agent for the owner.
7. Due to prevailing and seasonal weather conditions this Standard Property Report is subject to and conditional upon the following:
 - a) The instance of and causes of rising damp may not be identifiable. Thus, unless specifically stated in the Inspection Results, this report does not cover the identification of 'rising damp'.
 - b) The instance of and causes of water leaks in roofs, walls, floors, windows and/or doors may not be identifiable. Thus, unless specifically stated in the Inspection Results, this report does not cover the identification of 'water leaks'.

LIMITATIONS

Limitations of the Report

This forecast should be updated regularly.

This is NOT a building inspection report. This is not a Building Code or By-Law compliance inspection report.

No comment is offered on any environmental concerns including such things as urea formaldehyde foam insulation, asbestos, or lead paint. We have however, if necessary recommended when and if specialist inspections services are required. QBM offers a complete inspection and reporting service covering all items, including, asbestos, lead paint, mould, Health and Safety, structural defects, and Building Act Compliance, which can be obtained by contacting us.

The report is a professional opinion based on a visual inspection of the accessible features of the property. Without dismantling the buildings or its systems, there are limitations to such an inspection. Throughout any inspection, references are often drawn which cannot be confirmed by direct observation. Therefore, it should be understood that we can reduce the risk of purchasing or holding the property, however, we cannot eliminate it completely.

Cost Estimates

The estimates included for this valuation, have been obtained by utilising the rates developed by the leading firms of 'Cordells'™ and/or 'Rawlinsons'™. They are not intended to be fixed price estimates but only a close estimation of the costs that would be expected for such works at this particular time. These may be impacted upon by various factors, such as the number of items to be completed at one time, the state of the industry at a particular time and/or the detail required by the property owner/manager.

Important Disclaimers

Disclaimer of Liability: -No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

Disclaimer of Liability to the Third Parties: -This Report is made solely for the use and benefit of the Client named on the front of this report. No liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the report wholly or in part. Any third party acting or relying on this report, in whole or in part does so at their own risk.

Dated: 24 August 2016

This report has been compiled by

Quality Building Management (Brisbane) Pty Ltd
PO Box 1474, Capalaba, QLD 4157
inspections@qbm.com.au
1300 880 466

**"SOMERSET CREST CTS 38226
COCKERILL AND COMPANY BODY CORPORATE
MANAGEMENT SERVICES**

PO Box 6317, Gold Coast Mail Centre, Q. 9726

Phone: (07) 55 382199

Body Corporate and Community Management Act 1997

NOTICE OF CONTRIBUTIONS

Date of Notice: 16 July 2025

Lot No. 8

Unit No. 8

Mr. J. Morgan & Ms. C. Smith
8/5 Faculty Crescent
MUDGEERABA, Q. 4213

Body Corporate for

**SOMERSET CREST CTS 38226
5 Faculty Crescent Mudgeeraba Q 4213**

Current Annual Contribution for Administrative Fund is **\$3,532.75 net**

Current Annual Contribution for Sinking Fund is **\$1,784.65 net**

The above amounts are to be paid in advance in four (4) instalments each year

First Instalment

Account	Period Payment	Due Date	Amount
Administrative Fund	01/04/25 to 30/06/25	01/06/25	\$883.20
Sinking Fund	01/04/25 to 30/06/25	01/06/25	\$446.20
Totals payable by 1 June 2025			<u>\$1,329.40*</u>
Less levies in advance as at 31/03/25	\$1,442.65		
Less paid 02/04/25	\$ 85.00		
Less paid 09/04/25	\$ 85.00		
Less paid 16/04/25	\$ 85.00		
Less paid 23/04/25	\$ 85.00		
			\$1,782.65
BALANCE PAYABLE BY 1 JUNE 2025			<u>\$ 453.25cr</u>
Less paid 30/04/25	\$ 85.00		
Less paid 07/05/25	\$ 85.00		
Less paid 14/05/25	\$ 85.00		
Less paid 22/05/25	\$ 85.00		
Less paid 28/05/25	\$ 85.00		

Less paid 04/06/25	\$ 85.00	
Less paid 11/06/25	\$ 85.00	
Less paid 18/06/25	\$ 85.00	
Less paid 25/06/25	\$ 85.00	
Less paid 02/07/25	\$ 85.00	
Less paid 09/07/25	\$ 85.00	
Less paid 16/07/25	\$ 85.00	\$1,020.00 <u>\$1,473.25cr</u>

*Please note that this levy includes a discount and if unpaid by the Due Date the Gross undiscounted levies of \$981.33 Administration Fund and \$495.77 Sinking Fund will apply plus interest and penalties.

Second Instalment

Account	Period Payment	Due Date	Amount
Administrative Fund	01/07/25 to 30/09/25	01/09/25	\$883.20
Sinking Fund	01/07/25 to 30/09/25	01/09/25	\$446.20
Totals payable by 1 September 2025			<u>\$1,329.40*</u>
Less credit			\$1,473.25
			<u>\$ 143.85cr</u>
Less paid 23/07/25	\$85.00		
Less paid 30/07/25	\$85.00		
Less paid 06/08/25	\$85.00		<u>\$ 398.85cr</u>

*Please note that this levy includes a discount and if unpaid by the Due Date the Gross undiscounted levies of \$981.33 Administration Fund and \$495.77 Sinking Fund will apply plus interest and penalties.

Third Instalment

Account	Period Payment	Due Date	Amount
Administrative Fund	01/10/25 to 31/12/25	01/12/25	\$883.20
Sinking Fund	01/10/25 to 31/12/25	01/12/25	\$446.20
Totals payable by 1 December 2025			<u>\$1,329.40*</u>
Less credit			\$ 398.85

Balance

\$ 930.55

*Please note that this levy includes a discount and if unpaid by the Due Date the Gross undiscounted levies of \$981.33 Administration Fund and \$495.77 Sinking Fund will apply plus interest and penalties.

Fourth Instalment

Account	Period Payment	Due Date	Amount
Administrative Fund	01/01/26 to 31/03/26	01/03/26	\$883.15
Sinking Fund	01/01/26 to 31/03/26	01/03/26	\$446.05
Totals payable by 1 March 2026			<u>\$1,329.20*</u>

*Please note that this levy includes a discount and if unpaid by the Due Date the Gross undiscounted levies of \$981.27 Administration Fund and \$495.61 Sinking Fund will apply plus interest and penalties.

Please transfer to:
National Australia Bank
BSB: 083 088
Account No. 114947075
Reference: Unit No MUST be quoted.

As some unit owners pay levies by instalments and all banking records are manual any errors in calculations of payments will not be available until accounts are balanced at the end of the body corporates financial year. Accordingly it is imperative that owners keep a record of payments to ensure payments are made on time.

**"SOMERSET CREST CTS 38226
COCKERILL AND COMPANY BODY CORPORATE
MANAGEMENT SERVICES**

PO Box 6317, Gold Coast Mail Centre. Q. 9726
Phone: (07) 55 382199

Body Corporate and Community Management Act 1997

NOTICE OF CONTRIBUTIONS

Date of Notice: 22 July 2025

Lot No. 8

Unit No. 8

Mr. J. Morgan & Ms. C. Smith
8/5 Faculty Crescent
MUDGEERABA, Q. 4213

Body Corporate for
SOMERSET CREST CTS 38226
5 Faculty Crescent Mudgeeraba Q 4213

SPECIAL LEVY – ROOF REPAIRS

DUE DATE FOR PAYMENT 8 SEPTEMBER 2025

\$1,175.00

Please transfer to:
National Australia Bank
BSB: 083 088
Account No. 114947075
Reference: Unit No MUST be quoted.

STATUTORY ENCUMBRANCE SUMMARY

Property: Unit 8, 5 Faculty Crescent, Mudgeeraba QLD 4213

The following statutory infrastructure encumbrances apply to the property in accordance with the Property Law Act 2023:

1. Electricity Infrastructure (Energex):

The property is located within a designated high-voltage electrical zone. Underground electrical infrastructure is present across Faculty Crescent, with multiple cable markers and pits surrounding the lot. All underground electrical assets are to be treated as energised at all times and development should proceed with caution.

2. Telecommunications Infrastructure (NBN Co):

The site is serviced by active NBN infrastructure. Fibre trenching, pits, and cable alignments are visible within and along the edges of Faculty Crescent, indicating a high-speed broadband corridor is in place and operational.

3. Local Government Infrastructure (City of Gold Coast):

Council mapping indicates that there are no known council-owned stormwater assets located directly within the lot. While no council pipes are mapped through the property, users should verify on-site prior to excavation or development.

4. Telecommunications Infrastructure (Optus):

Optus has confirmed the presence of fibre optic telecommunications infrastructure in the surrounding area. Optical fibre assets and ducts are expected within proximity, contributing to shared service corridors.

5. Telecommunications Infrastructure (Telstra):

The property is impacted by Telstras high-capacity fibre optic network. Multiple ducts, OC conduit alignments,

and fibre cable joints are positioned along and around Faculty Crescent and Somerset Drive. These include significant SMOF FNPEHJ/STD class fibre routes, P-series pit infrastructure, and fibre breakout points within the lot boundary. Caution must be exercised during excavation.

Note:

This summary is based on infrastructure data and statutory utility plans dated 29 July 2025. It is provided for compliance with seller disclosure requirements under Queensland law. Full service plans and utility diagrams are retained on file and can be made available upon request.

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NOTICE OF CONTRIBUTIONS

Date of Notice: 16 July 2025
Lot No. 8
Unit No. 8

Mr. J. Morgan & Ms. C. Smith
8/5 Faculty Crescent
MUDGEERABA. Q. 4213

Body Corporate for

**SOMERSET CREST CTS 38228
5 Faculty Crescent Mudgeeraba Q 4213**

Current Annual Contribution for Administrative Fund is **\$3,532.75 net**

Current Annual Contribution for Sinking Fund is **\$1,784.65 net**

The above amounts are to be paid in advance in four (4) instalments each year

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Totals payable by 1 June 2025			<u>\$1,329.40*</u>
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Less paid 09/04/25		\$ 85.00	
Less paid 16/04/25		\$ 85.00	
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BALANCE PAYABLE BY 1 JUNE 2025			<u>\$ 453.25cr</u>
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Less paid 25/06/25	\$	85.00	
Less paid 02/07/25	\$	85.00	
Less paid 09/07/25	\$	85.00	
Less paid 16/07/25	\$	85.00	\$1,020.00 <u>\$1,473.25cr</u>

*Please note that this levy includes a discount and if unpaid by the Due Date the Gross undiscounted levies of \$981.33 Administration Fund and \$495.77 Sinking Fund will apply plus interest and penalties.

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Less credit			\$1,473.25
			<u>\$ 143.85cr</u>

***Please note that this levy includes a discount and if unpaid by the Due Date the Gross undiscounted levies of \$981.33 Administration Fund and \$495.77 Sinking Fund will apply plus interest and penalties.**

Third Instalment

Account	Period Payment	Due Date	Amount
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Totals payable by 1 December 2025			<u>\$1,329.40*</u>

*Please note that this levy includes a discount and if unpaid by the Due Date the Gross undiscounted levies of \$981.33 Administration Fund and \$495.77 Sinking Fund will apply plus interest and penalties.

Fourth Instalment

Account	Period Payment	Due Date	Amount
Administrative Fund	01/01/26 to 31/03/26	01/03/26	\$883.15
Sinking Fund	01/01/26 to 31/03/26	01/03/26	\$446.05
Totals payable by 1 March 2026			<u>\$1,329.20*</u>

*Please note that this levy includes a discount and if unpaid by the Due Date the Gross undiscounted levies of \$981.27 Administration Fund and \$495.61 Sinking Fund will apply plus interest and penalties.

Please transfer to:
National Australia Bank
BSB: 083 088
Account No. 114947075
Reference: Unit No MUST be quoted.

As some unit owners pay levies by instalments and all banking records are manual any errors in calculations of payments will not be available until accounts are balanced at the end of the body corporates financial year. Accordingly it is imperative that owners keep a record of payments to ensure payments are made on time.



Vendor/s

CLARE ELIZABETH MORGAN, JACOB MATTHEW MORGAN

Property Address

UNIT 8 5 FACULTY CR, MUDGEERABA QLD 4213

Contract for the Sale and Purchase of Residential Real Estate

First 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 real estate in Queensland.

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*

PARTIES

SELLER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

SELLER'S AGENT

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

BUYER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

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

000039902562

BUYER'S AGENT (If applicable)

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

PROPERTY

LOT: _____ ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

DESCRIPTION: LOT: _____ PLAN: _____ AREA: _____ ← more or less

TITLE REFERENCE: _____ SOLD AS: ☐ Freehold ☐ Leasehold☐ Built On ☐ Vacant
 ■ if neither is selected, the Lot is treated as being Freehold.

Present Use: _____

Local Government: _____

Excluded Fixtures: _____ ■ attach annexure for additional space

Included Chattels: _____ ■ attach annexure for additional space

PRICE**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: _____DEPOSIT:
Initial Deposit \$ _____
payable on the day the Buyer signs this contract
unless another time is specified below:Balance Deposit \$ _____
(if any) payable on: _____

NOTE: failure to pay the deposit on the date(s) specified may result in termination of the contract and forfeiture of the deposit to the Seller.

Deposit Holder:	
Deposit Holder's Trust Account:	
Bank:	
BSB:	Account No:

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.

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

000039902562

SETTLEMENT

SETTLEMENT DATE:

- or any later date for settlement in accordance with clause 6.2, 6.3 or 11.6(1) or a special condition of this contract or under s79, s80 or s81 of the Property Law Act 2023.

WARNING: The Settlement Date as stated may change. If you require settlement on a particular date, seek legal advice prior to signing.

GST

[Select one. For sale of house or residential land or residential unit between parties who are not registered or required to be registered for GST, select first option]

Completing the GST items may have significant consequences for the Seller and Buyer. The Seller and Buyer should seek professional advice about completion of the GST item and should not rely on the Agent to complete.

- ☐ No GST is payable or Purchase Price includes GST (if any) [clause 10.2 applies]
- ☐ Buyer must pay GST in addition to the Purchase Price [clause 10.3 applies]
- ☐ Margin Scheme [clause 10.4 applies]
- ☐ Going concern [clause 10.5 applies]
- ☐ Farm Land [clause 10.6 applies]

[If not completed, clause 10.2 No GST is payable or Purchase Price includes GST applies]

GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Property for a creditable purpose?

- ☐ No
- ☐ Yes

← **WARNING:** the Buyer warrants in clause 3.3(5) that this information is true and correct.

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

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

(select whichever is applicable)

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

← **WARNING:** 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.

LAND TAX

NOTE: This item **must be completed if:**

- the Property is **not** the Seller's principal place of residence (their home); and
- the Seller is not otherwise exempt from paying land tax in connection with the Property.

[select one]

- ☐ No adjustment is to be made for land tax
- ☐ Land tax is to be adjusted on a single holding basis
- ☐ Land tax is to be adjusted on the Seller's actual land tax liability

[If not completed, no adjustment is to be made for land tax]

CONDITIONS

FINANCE

Finance Amount: \$ _____

Financier: _____

Finance Date: _____

- Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 4.1 does not apply.

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: _____

- If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.2 does not apply.

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

000039902562

MATTERS AFFECTING PROPERTY

TITLE ENCUMBRANCES:

The Encumbrances listed below **will remain after** settlement under clause 7.2:

☐ **Seller Disclosure Statement was given to the Buyer**

- a. the **registered interests and encumbrances** listed on the title search included in the Seller Disclosure Statement other than any mortgage, caveat or charge; and
- b. the **Unregistered Encumbrances** (note this includes statutory encumbrances affecting the land) disclosed in the Seller Disclosure Statement, unless this contract requires them to be discharged at or before settlement (for example clause 3.5).

☐ **Seller Disclosure Statement was NOT given to the Buyer**

List all Encumbrances that **will remain after** settlement under clause 7.2:

(You need to include specific description of all registered interests, unregistered interests and statutory encumbrances (see definition of Encumbrances)).

TENANCIES:

Is the Property sold subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement?

☐ No

☐ Yes, details are contained in the attached Tenancies Schedule

OTHER MATTERS:

Residential Tenancy Agreements or Rooming Accommodation Agreements:

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?

☐ No

☐ Yes

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

← **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 5.5(1)(e) to provide evidence of the last rent increase. Failure to provide evidence by settlement may entitle the Buyer to terminate the contract.

TREE ORDERS AND APPLICATIONS:

Neighbourhood Disputes (Dividing Fences and Trees) Act 2011, section 83:

Is the Lot affected by an application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Lot?

☐ No

☐ Yes

If yes, a copy of the application or order is given with this 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.

POOL SAFETY

Q1. Is there a pool on the Lot or on adjacent land used in association with the Lot?

☐ No

☐ Yes

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

☐ No

☐ Yes

← **WARNING TO SELLER:** If there is a regulated pool on the Lot, under clause 5.5(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

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

■ **NOTE:** This section must be completed if there is a domestic dwelling on or comprising the Lot

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

☐ Installed in the residence

☐ Not installed in the residence

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:

☐ Installed in the residence

☐ Not installed in the residence

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

← **WARNING:** Under clause 7.9 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 Services Act 1990.

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

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LOTS IN A COMMUNITY TITLES SCHEME**(COMPLETE IF APPLICABLE)****STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS**

If the Lot is a lot in a community titles scheme, the Seller gives notice to the Buyer of the following matters:

← **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.

(a) Latent or Patent Defects in Common Property or Body Corporate Assets (s 223(2)(a)(b))*

(b) Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))*

(c) Circumstances in Relation to Affairs of Body Corporate (s 223(3))*

(d) Proposal to Record a New Community Management Statement (clause 12.9(1)(a))

(e) Unapproved improvements on common property benefitting the Lot (clause 12.9(1)(b))*

(f) Outstanding by-law contravention notices (clause 12.9(1)(c))*

(g) Proposed Body Corporate resolutions (clause 12.10)*

**Include in attachment if insufficient space*

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

← If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 12.3 does not apply.

LOTS IN A BUILDING UNIT AND GROUP TITLE PARCEL**(COMPLETE IF APPLICABLE)****WARRANTIES AND CONTRACTUAL RIGHTS**

If the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies, the Seller gives notice to the Buyer of the following matters:

← **WARNING TO SELLER:** The Contract includes warranties by the Seller about the Body Corporate and the Parcel. 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.

(a) Proposal to add to, alter or repeal by-laws (clause 13.9(1)(a))

(b) Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))*

(c) Outstanding by-law contravention notices (clause 13.9(1)(c))*

(d) Proposed Body Corporate resolutions (clause 13.10)*

**Include in attachment if insufficient space*

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

← If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 13.3 does not apply.

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

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SPECIAL CONDITIONS

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: _____ Date: _____ Witness: _____

Buyer: _____ Date: _____ 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: _____ Date: _____ Witness: _____

Seller: _____ Date: _____ 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)

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TERMS OF CONTRACT

FOR THE SALE AND PURCHASE OF RESIDENTIAL REAL ESTATE

1. DEFINITIONS

1.1 In this contract, terms in **bold** in the Reference Schedule have the meanings shown under or 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) **"Bank Cheque"**:
 - (i) includes a cheque drawn by a building society or credit union on itself; and
 - (ii) does not include a cheque drawn by a building society or credit union on a Bank;
- (g) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (h) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulation 2018*;
- (i) **"Business Day"** means a day other than:
 - (i) a Saturday or Sunday;
 - (ii) a public holiday or special holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive);
- (j) **"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;
- (k) **"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;
- (l) **"Court"** includes any tribunal established under statute;
- (m) **"Digitally Sign"** and **"Digital Signature"** have the meaning in the ECNL;
- (n) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
- (o) **"Electronic Conveyancing Documents"** has the meaning in the *Land Title Act 1994*;
- (p) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (q) **"Electronic Settlement"** means settlement facilitated by an ELNO System;
- (r) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (s) **"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;
- (t) **"ELNO"** has the meaning in the ECNL;
- (u) **"ELNO System"** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (v) **"Encumbrances"** includes:
 - (i) registered encumbrances;
 - (ii) Unregistered Encumbrances; and
 - (iii) Security Interests;
- (w) **"Enforcement Notice"** means any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property;
- (x) **"Essential Term"** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.1, 3.1, 3.2, 3.3, 5.1 and 6.1; and
 - (ii) the Seller: clauses 3.2, 3.3, 5.5(1) and 6.1; but nothing in this definition precludes a Court from finding other terms to be essential;
- (y) **"Extension Notice"** means a notice under clause 6.2(1);
- (z) **"Financial Institution"** means a Bank, building society or credit union;
- (aa) **"Financial Settlement"** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (bb) **"Financial Settlement Schedule"** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (cc) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (dd) **"GST"** means the goods and services tax under the GST Act;
- (ee) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (ff) **"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;
- (gg) **"Improvements"** means all fixed structures on the Lot and includes all items fixed to them (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;
- (hh) **"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;
- (ii) **"Outgoings"** means rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax if the Reference Schedule provides that *No adjustment is to be made for land tax*;
[Note: the definition of Outgoings is modified by clauses 12.2(2)(a), 13.2(2)(a) where applicable]
- (jj) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulation 2018*;

- (kk) **"Place for Settlement"** means:
- (i) where the Seller is represented by a solicitor who has an office in Queensland, the city or town in Queensland in which the office of the Seller's Solicitor is located;
 - (ii) otherwise, within the Brisbane Central Business District;
- (ll) **"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*;
- (mm) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (nn) **"Property"** means:
- (i) the Lot;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;
- [Note: the definition of Property is modified by clause 12.2(2)(b) or 13.2(2)(b) where applicable]
- (oo) **"Rent"** means any periodic amount payable under the Tenancies;
- (pp) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Lot other than the Included Chattels;
- (qq) **"Residential Tenancy Agreement"** has the meaning in the RTRA Act;
- (rr) **"Rooming Accommodation Agreement"** has the meaning in the RTRA Act;
- (ss) **"RTRA Act"** means the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (tt) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (uu) **"Seller Disclosure Statement"** means the disclosure statement and prescribed certificates given by the Seller to the Buyer under section 99(1) of the *Property Law Act 2023* (if applicable) before the Buyer signed this contract;
- (vv) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (ww) **"Site Value"** means:
- (i) in the case of non-rural land, the site value under the *Land Valuation Act 2010*; or
 - (ii) in the case of rural land, the unimproved value under the *Land Valuation Act 2010*;
- (xx) **"Smoke Alarm Requirement Provision"** has the meaning in section 147W of the *Fire Services Act 1990*;
- (yy) **"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;
- (zz) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*;
- (aaa) **"Unregistered Encumbrance"** has the meaning in the *Property Law Regulation 2024*; and
- (bbb) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

2. DEPOSIT

2.1 Payment of 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 2.1(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 2.1(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 2.1(4)(a) is given to the Buyer then clause 2.1(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.

2.2 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;
 - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied); and
 - (5) provide the parties with an account statement in respect of the account in which the Deposit is held:
 - (a) at 30 June of each year; and
 - (b) when the Deposit Holder pays the Deposit to the party entitled to it.

2.3 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; and
 - (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) The person who is entitled to the Deposit is presently entitled to the interest on the Deposit. Until settlement or termination of this contract, the Seller is presently entitled to the interest on the Deposit.
- (4) If this contract is terminated, and the Buyer is entitled to the Deposit:

- (a) the Buyer must reimburse the Seller for any tax paid by the Seller as a result of an earlier present entitlement to interest on the Deposit; and
 - (b) the Buyer has no further claim once it receives the Deposit and any interest on the Deposit, unless the termination is due to the Seller's default or breach of warranty.
- (5) The Deposit is invested at the risk of the party who is ultimately entitled to it.

3. PURCHASE PRICE

3.1 Payment of Balance Purchase Price

On the Settlement Date, the Buyer must pay the Balance Purchase Price:

- (a) for an Electronic Settlement, by electronic funds transfer as directed by the Seller's Solicitor and/or the Seller's mortgagee in the Financial Settlement Schedule; or
- (b) otherwise, by Bank Cheque as the Seller or the Seller's Solicitor directs.

3.2 Foreign Residents Capital Gains Tax Withholding

- (1) Clause 3.2 applies 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.
- (2) 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.
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the CGT Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
 - (a) for clause 3.1(b), 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;
 - (b) the Seller must return the Bank Cheque in paragraph (a) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
 - (c) 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.
- (5) For clause 3.2(1) 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.

3.3 GST Withholding

- (1) 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.
- (2) The Buyer is taken to have complied with clause 3.3(1)(b) and 3.3(1)(c) if the Form 1 is lodged through the Electronic Workspace and the Form 2 is shown as pending settlement (however described).
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the GST Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
 - (a) 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
 - (b) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (5) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

3.4 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with clauses 3.4, 3.5 and 3.6 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) 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 3.4.

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

3.5 Outgoings

- (1) Subject to clauses 3.5(2), 3.5(4), 3.5(5) and 3.5(6), 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 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 separate assessment (excluding any discount).
- (2) 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 area of the Lot to the area of the parcel in the assessment; 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.
- (3) 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:
 - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the specified amount to the account nominated by the Commissioner of State Revenue;
 - (b) otherwise, 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.
- (4) If the Reference Schedule states that:
 - (a) *Land tax is to be adjusted on a single holding basis*, land tax must be adjusted on the assessment that the Queensland Revenue Office would issue to the Seller for the land tax year current at the Settlement Date if the Lot was the Seller's only land; or
 - (b) *Land tax is to be adjusted on the Seller's actual land tax liability*, land tax must be adjusted on the actual assessment that the Queensland Revenue Office has issued or will issue to the Seller for the land tax year current at the Settlement Date.
- (5) For clause 3.5(4), if there is no separate Site Value for the Lot, the land tax for the Lot shall be calculated on a notional Site Value equal to:

$$SV \times \frac{LA}{PA}$$

where:

SV means the Site Value of the land which includes the Lot and has a separate Site Value (the "**Parent Lot**")

LA means the area of the Lot

PA means the area of the Parent Lot.

[Note: this clause is modified by clauses 12.4 and 13.4 where applicable]

- (6) 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.
- (7) If any Outgoings are assessed but unpaid at the Settlement Date, then:
 - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the amount payable to the relevant authority;
 - (b) otherwise, 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.

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 3.5(1).

3.6 Rent

- (1) Rent for any rental period ending on or before the Settlement Date belongs to the Seller and is not adjusted at settlement.
- (2) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (3) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (4) 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 3.6(1), 3.6(2) and 3.6(3).
- (5) Payments under clause 3.6(4) 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.

3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

- (a) the cost of Bank Cheques payable at settlement:
 - (i) to the Seller or its mortgagee are the responsibility of the Buyer; and
 - (ii) 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; and
- (b) 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.

4. CONDITIONS

4.1 Finance

- (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.
- (2) The Buyer must give notice to the Seller that:
 - (a) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
 - (b) the finance condition has been either satisfied or waived by the Buyer.
- (3) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.

- (4) The Seller's right under clause 4.1(3) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).

4.2 Building and Pest Inspection

- (1) This contract is conditional upon 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).
- (2) The Buyer must give notice to the Seller that:
 - (a) a satisfactory Inspector's report under clause 4.2(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - (b) clause 4.2(1) has been either satisfied or waived by the Buyer.
- (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) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.2(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(2).

4.3 Consent to Transfer of State Lease

- (1) If the Lot sold is leasehold, this contract is conditional on the Seller obtaining any necessary consent to the transfer of the lease to the Buyer by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

[Note: If clause 12.3 or 13.3 applies, the contract is also conditional on the Buyer's satisfaction with the Body Corporate's records]

5. SETTLEMENT

5.1 Time and Date

Settlement must occur by 4pm AEST on the Settlement Date.

5.2 Electronic Settlement

- (1) Settlement must be effected by Electronic Settlement unless the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer is not a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies other than as a result of section 5(2)(a)(ii).
- (2) If settlement is to be effected by Electronic Settlement:
 - (a) the Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 11.3(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System;
 - (b) clause 5.2(2)(a) does not prevent the Buyer using an ELNO System which is interoperable with the ELNO System nominated by the Seller;
 - (c) the parties must:
 - (i) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and

- (ii) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date;
- (d) if the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST;
- (e) if any part of the Purchase Price is to be paid to discharge an Outgoing:
 - (i) 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;
 - (ii) 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;
- (f) if the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
 - (i) 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;
 - (ii) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 5.2(2)(f)(i);
 - (iii) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
 - (iv) 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;
- (g) each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement;
- (h) 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 done or not done something in the Electronic Workspace (for example, failing to complete details necessary to enable the other party to complete or sign the Electronic Workspace);
- (i) 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; and
- (j) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

5.3 Place for Settlement

- (1) An Electronic Settlement will be deemed to take place in the Place for Settlement.
- (2) If the settlement is not an Electronic Settlement, subject to clause 5.3(3), settlement must be effected in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (3) If the Seller has not nominated an office under clause 5.3(2) 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 76(2)(b) of the *Property Law Act 2023* applies.

5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

- (a) the Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date; and
- (b) 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.

5.5 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price and the documents to be provided by the Buyer under clause 12.6 or 13.6 (if applicable), 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 given the Buyer a current (at the time it was given) Pool Compliance Certificate 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; and
 - (g) if clause 10.8 applies, a Tax Invoice.
- (2) If the Keys are not required to be delivered at Settlement under clause 5.5(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) For an Electronic Settlement, the Seller will be taken to have complied with clause 5.5(1) 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 5.5(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 2 Business Days after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitor's possession.

5.6 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;
- (3) manufacturer's warranties regarding the Included Chattels; and
- (4) builders' warranties on the Improvements, to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 140 of the *Property Law Act 2023* does not apply.

5.7 Possession of Property

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and the Improvements except for the Tenancies.

5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

5.9 Removal of Reserved Items

- (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 5.9(2) or 5.9(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 before 4pm.

6.2 Extension of Settlement Date

- (1) Despite clause 6.1, either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause (an "**Extension Notice**") 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) under section 79, 80 or 81 of the *Property Law Act 2023*;
 - (b) under clause 6.3; or
 - (c) by agreement of the parties, but excluding any extension of the Settlement Date as a result of the operation of this clause 6.2.

6.3 Extension of Settlement Date – Late Unsigning

- If:
- (a) the Settlement is an Electronic Settlement;
 - (b) the unsigning of a party to the Electronic Workspace occurs between 3pm and 4pm on the Settlement Date due to a change made to the Electronic Workspace by another party to the Electronic Workspace;
 - (c) any party to the Electronic Workspace has not re-signed the Workspace by 4pm; and
 - (d) the Settlement Date has not previously been extended under this clause 6.3,

the Settlement Date will be automatically extended to the following Business Day, unless otherwise agreed by the Buyer and Seller and time is of the essence in respect of this date.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

- (a) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (b) the Conditions of the State Lease (if leasehold).

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

7.3 Requisitions

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

7.4 Seller's Warranties

- (1) Subject to clause 7.8, the Seller warrants that, at the Contract Date:
 - (a) there is no outstanding enforcement notice under section 248 of the *Building Act 1975* or section 168 of the *Planning Act 2016* that affects the Property;
 - (b) there is no outstanding show cause notice under section 246AG(1) or 247 of the *Building Act 1975* or section 167 of the *Planning Act 2016* that affects the Property;
 - (c) the Seller has not received any other communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(1)(a), 7.4(1)(b) or an Enforcement Notice;
 - (d) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
 - (e) 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 Lot; and

- (f) the Seller is not aware of any facts or circumstances that may lead to the Lot being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (2) Subject to clause 7.8, the Seller warrants that, at settlement:
 - (a) if the Lot is freehold: it will be the registered owner of an estate in fee simple in the Lot and will own the rest of the Property;
 - (b) if the Lot is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (d) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (3) Subject to clause 7.8, if the Seller breaches a warranty in clause 7.4(1) or 7.4(2), without limiting any other remedy, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (4) The Seller warrants that:
 - (a) the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements and Rooming Accommodation Agreements are true and correct; and
 - (b) if there are Tenancies, the current rent complies with the requirements of sections 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.
- (5) If the Seller's warranty in clause 7.4(4) 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(5).
- (6) 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;
 - (c) there are Services that pass through the Lot which do not service the Lot and are not protected by any Encumbrance to which this sale is subject; or
 - (d) there is a mistake or omission in this contract in describing the Property 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 on or 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 Enforcement Notice issued before the Contract Date must be fully complied with by the Seller before the Settlement Date unless details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (2) If the Seller fails to comply with clause 7.6(1), the Buyer is entitled to claim the reasonable cost of complying with the Enforcement Notice from the Seller after settlement as a debt.
- (3) The Buyer must comply with any Enforcement Notice:
 - (a) issued on or after the Contract Date; or
 - (b) issued before the Contract Date if details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (4) However, if any Enforcement Notice referred to in clause 7.6(3) is required to be complied with before the Settlement Date:
 - (a) the Seller must comply with the Enforcement Notice; 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 Enforcement Notice.
- (5) Nothing in this clause 7.6 limits any claim for a breach of the Seller's warranties in clauses 7.4(1)(a), (b) and (c).

7.7 Property Adversely Affected

- (1) Subject to clause 7.8, if at the Contract Date:
 - (a) the Present Use is not lawful under the relevant planning scheme;
 - (b) the Lot is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Lot;
 - (c) access to the Lot passes unlawfully through other land;
 - (d) any Services to the Lot which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
 - (e) any competent authority has issued a current notice of intention to resume, regarding any part of the Lot;
 - (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; or
 - (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*,the Buyer may terminate this contract by notice to the Seller given before settlement.
- (2) If the Buyer settles this contract, the Buyer will be treated as having accepted the Property subject to all of the matters referred to in clause 7.7(1).

7.8 Effect of Pre-Contract Disclosure

- (1) Clauses 7.4(1), 7.4(2), 7.5, 7.6(1) and 7.7 do not apply to the extent that any relevant fact or circumstance has been disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in the Seller Disclosure Statement; or
 - (c) otherwise in writing before the Buyer signed this contract.
- (2) If the Seller is required to comply with section 99 of the *Property Law Act 2023* in relation to this contract:
 - (a) the Buyer may not terminate the contract under clause 7.4(3) for a breach of the Seller's warranties in clauses 7.4(1)(a) and 7.4(1)(b); and
 - (b) clauses 7.7(1)(e) and (g) do not apply.

[Note in this case the Buyer's rights are governed by section 104 of the Property Law Act 2023]

7.9 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on or comprising the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.9(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 Buyers only remedy for non-compliance with clause 7.9(1).
- (3) Nothing in this clause requires the Seller to provide evidence of compliance with clause 7.9(1).

7.10 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.

7.11 Authority for Buyer's Searches

The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR, relating to the Property.

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 4.2;
- (3) once to value the Property;
- (4) once to carry out an inspection for smoke alarms installed in any domestic dwelling on or comprising the Lot; and
- (5) once to inspect the Property before settlement.

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 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, including the following documents if requested by the Buyer at least 7 days before settlement and provided the documents are in the Seller's possession:
 - (a) the entry condition report;
 - (b) the most recent routine inspection report;
 - (c) the RTA Form 2 Bond Lodgement form; and
 - (d) the current Tenant's tenancy application;
- (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.

8.5 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.

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 Interest 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. GST

10.1 Definitions

- (1) Words and phrases defined in the GST Act have the same meaning in this contract unless the context indicates otherwise.
- (2) A reference to a party paying an amount of GST, or receiving an Input Tax Credit, includes that amount being paid or received by its Representative Member, Joint Venture Operator or other similar person.

10.2 No GST is payable or Purchase Price includes GST

If the GST section of the Reference Schedule specifies that *No GST is payable or Purchase Price includes GST* or is not completed, this clause 10.2 applies and the Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

10.3 Purchase Price Does Not Include GST

If the GST section of the Reference Schedule specifies that *the Buyer must pay GST in addition to the Purchase Price*, this clause 10.3 applies and the Buyer must on the Settlement Date pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

10.4 Margin Scheme

If the GST section of the Reference Schedule specifies *Margin Scheme* this clause 10.4 applies and:

- (1) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.
- (2) the Seller:
 - (a) must apply the Margin Scheme to the Supply of the Property; and
 - (b) warrants that the Margin Scheme is able to be applied;
- (3) if the Seller breaches clause 10.4(2)(a) or its warranty under clause 10.4(2)(b) then:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract under clause 10.4(3)(a) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (c) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of clause 10.4(2).

10.5 Going Concern

If the GST section of the Reference Schedule specifies *Going Concern* this clause 10.5 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- (3) the Seller warrants that:
 - (a) between the Contract Date and the Settlement Date the Seller will carry on the Enterprise; and
 - (b) the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- (4) the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;
- (5) if either of the warranties in clause 10.5(3) is breached:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;

- (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.5(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and penalties payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;
- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

10.6 Farm Land

If the GST section of the Reference Schedule specifies *Farm Land* this clause 10.6 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of farm land for farming;
- (3) the Seller warrants that:
 - (a) a Farming Business has been carried on the Property for at least five years preceding the day of the Supply; and
 - (b) the Farming Business will continue until the day of the Supply.
- (4) the Buyer warrants that it intends to carry on a Farming Business on the Property;
- (5) if either of the warranties in clause 10.6(3) is breached:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
 - (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.6(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and payables payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;

- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of farm land for farming, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

10.7 Adjustments

- (1) Where this contract requires an adjustment or apportionment of Outgoings or Rent, that adjustment or apportionment must be made to:
 - (a) the amount of the Outgoing, exclusive of any GST for which an Input Tax Credit may be claimed; and
 - (b) the amount of Rent or profit excluding an amount of GST which must be paid to the Australian Taxation Office.
- (2) The GST payable under clause 10.3 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.

10.8 Tax Invoice

Where GST is payable on the Supply of the Property, the Seller must give to the Buyer a Tax Invoice at the Settlement Date or on any later date on which the Buyer is required to pay GST under clause 10.5 or 10.6.

10.9 Remedies

The remedies provided in clauses 10.4(3), 10.5(5), 10.5(6), 10.6(5) and 10.6(6) are in addition to any other remedies available to the aggrieved party.

11. GENERAL

11.1 Foreign Buyer Approval

The Buyer warrants that either:

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

11.2 Duty

The Buyer must pay all duty on this contract.

11.3 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 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 11.3(5), a notice given after this contract is entered into in accordance with clause 11.3(3) will be treated as given:
 - (a) 5 Business Days after posting; or
 - (b) if sent by email, at the time it is sent.
- (5) Notices given 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 11.3(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) Subject to the requirements of any law, for the purposes of clause 11.3(3)(b) and clause 11.5 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.

11.4 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.

11.5 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 (including a Seller Disclosure Statement) which was given before the Buyer signed this contract.

11.6 Business Days

- (1) If the Settlement Date, Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (2) If anything else (other than payment of all or part of the Deposit) is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

11.7 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.

11.8 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.

11.9 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.

11.10 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) Acts and Regulations

Reference to an Act, regulation or statutory form includes all amendments, consolidations or replacements of 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.

11.11 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.

12. ADDITIONAL PROVISIONS FOR COMMUNITY TITLE LOTS

12.1 When clause applies

This clause 12 applies if the Lot is a lot in a community titles scheme under the *Body Corporate and Community Management Act 1997*.

12.2 Additional Definitions

- (1) The following additional definitions apply:

- (a) **"Body Corporate"** means the body corporate of the Scheme.
- (b) **"Body Corporate Debt"** has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (c) **"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;
- (d) **"Exclusive Use Area"** means part of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (e) **"Principal Body Corporate"** means, where the Scheme is a subsidiary scheme in a layered arrangement of community titles schemes, the body corporate for each higher scheme;
- (f) **"Scheme"** means the community titles scheme containing the Lot;
- (g) **"Scheme Land"** means the scheme land (as defined in the *Body Corporate and Community Management Act 1997*) for the Scheme;

- (h) **"Special Contribution"** means an amount levied by the Body Corporate on the owner of the Lot under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate;

- (i) **"Regulation Module"** means the regulation module for the Scheme.

- (2) The following definitions in clause 1.1 are modified as stated:

- (a) **"Outgoings"** also includes Body Corporate Levies;
- (b) **"Property"** also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
- (c) **"Reserved Items"** also includes all chattels in the Exclusive Use Areas which are not Included Chattels.

- (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to "authority" include the Body Corporate.

- (4) Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in clause 12 unless the context indicates otherwise.

12.3 Body Corporate Records Inspection

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate's records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
- (a) the Buyer:
- (i) despite taking all reasonable steps has been unable to inspect the Body Corporate's records by the Records Inspection Date; or
- (ii) is not satisfied with its inspection in accordance with 12.3(1), and the Buyer terminates this contract; or
- (b) clause 12.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 12.3(2) by 5pm on the Records Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 12.3(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 12.3(2).

12.4 Adjustment of Land Tax

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Scheme Land, clause 3.5(5) applies as if each reference to the Lot was a reference to the Scheme Land.

12.5 Body Corporate Debts

- (1) 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.

- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.
- (3) If an amount payable by the Seller under clause 12.5(1) is unpaid at the Settlement Date:
 - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
 - (b) otherwise, the Buyer may deduct the relevant amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 12.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

12.6 Notice of purchase to Body Corporate

- (1) The Buyer must:
 - (a) complete and sign a *BCCM Form 8 Information for body corporate roll ("Form 8")* and provide a copy to the Seller on or before settlement; and
 - (b) provide the Form 8 to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 12.6(1)(b), the Buyer authorises the Seller to provide the copy of the Form 8 to the Body Corporate.

12.7 Title

For clause 7.1, the Lot is also sold subject to the *Body Corporate and Community Management Act 1997*, the by-laws of the Body Corporate and, if the Scheme is a subsidiary scheme, the by-laws of each body corporate which apply to the Scheme.

12.8 Encumbrances

For clause 7.2, the Property is also sold subject to the statutory easements implied by Part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

12.9 Seller's Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
 - (a) the Seller:
 - (i) has not received notice of a meeting of the Body Corporate to consider; and
 - (ii) is not aware of a resolution of the Body Corporate, consenting to the recording of a new community management statement for the Scheme differing from the community management statement recorded for the Scheme at the Contract Date; and
 - (b) all necessary 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
 - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 12.9(1) 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.
- (3) Clauses 12.9(1) and 12.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

12.10 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 and any Principal 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 any resolution of the Body Corporate or a Principal Body Corporate passed after the Contract Date other than a resolution, details of which are disclosed to the Buyer in this contract or in the Seller Disclosure Statement.
- (3) In clause 12.10(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.

12.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Scheme Land.

13. ADDITIONAL PROVISIONS FOR BUGTA LOTS

13.1 When clause applies

This clause 13 applies if the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies.

13.2 Additional Definitions

- (1) The following additional definitions apply:
 - (a) "**Body Corporate**" means the body corporate under the *Building Units and Group Titles Act 1980* for the Parcel;
 - (b) "**Body Corporate Debt**" has the same meaning as 'relevant body corporate debt' in section 41A of the *Building Units and Group Titles Act 1980* but excludes the Body Corporate Levies for the period which includes the Settlement Date;
 - (c) "**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;
 - (d) "**Exclusive Use Area**" means part of the common property of the Parcel allocated to the Lot under an exclusive use by-law;
 - (e) "**Parcel**" has the meaning in the *Building Units and Group Titles Act 1980*;
 - (f) "**Principal Body Corporate**" means:
 - (i) a body corporate under the Relevant Specified Act of which the Body Corporate is a member; and
 - (ii) a body corporate under the Relevant Specified Act of which a body corporate in paragraph (i) is a member;
 - (g) "**Relevant Specified Act**" means whichever of the following applies to the Lot and the Parcel:
 - (i) the *Integrated Resort Development Act 1987*; or
 - (ii) the *Mixed Use Development Act 1993*; or
 - (iii) the *Registration of Plans (H.S.P. (Nominees) Pty. Limited) Enabling Act 1980*; or
 - (iv) the *Registration of Plans (Stage 2) (H.S.P. (Nominees) Pty. Limited) Enabling Act 1984*; or
 - (v) the *Sanctuary Cove Resort Act 1985*;

- (h) “**Section 53 Notice**” means the form of notice of transfer of the Lot under section 53(2)(a) of the *Building Units and Group Titles Act 1980*;
 - (i) “**Special Contribution**” means an amount levied by the Body Corporate on the owner of the Lot under section 32(1) of the *Building Units and Group Titles Act 1980* which is not a regular periodic contribution.
- (2) The following definitions in clause 1.1 are modified as stated:
- (a) “**Outgoings**” also includes Body Corporate Levies;
 - (b) “**Property**” also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
 - (c) “**Reserved Items**” also includes all chattels in the Exclusive Use Areas which are not Included Chattels.
- (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to “authority” include the Body Corporate.
- (4) Words and phrases defined in the *Building Units and Group Titles Act 1980* have the same meaning in this contract unless the context indicates otherwise.

13.3 Body Corporate Records Inspection

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate’s records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
 - (a) the Buyer:
 - (i) despite taking all reasonable steps has been unable to inspect the Body Corporate’s records by the Records Inspection Date; or
 - (ii) is not satisfied with its inspection in accordance with clause 13.3(1), and the Buyer terminates this contract; or
 - (b) clause 13.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 13.3(2) by 5pm on the Records Inspection Date. This is the Seller’s only remedy for the Buyer’s failure to give notice.
- (5) The Seller’s right under clause 13.3(4) is subject to the Buyer’s continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 13.3(2).

13.4 Adjustment of Land Tax

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Parcel, clause 3.5(5) applies as if each reference to the Lot was a reference to the Parcel.

13.5 Body Corporate Debts

- (1) 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.
- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.

- (3) If an amount payable by the Seller under clause 13.5(1) is unpaid at the Settlement Date,
 - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
 - (b) otherwise, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 13.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

13.6 Section 53 Notices

- (1) The Buyer must:
 - (a) complete and sign Section 53 Notice and provide a copy to the Seller on or before settlement; and
 - (b) provide the Section 53 Notice to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 13.6(1)(b), the Buyer authorises the Seller to provide the copy of the Section 53 Notice to the Body Corporate.

13.7 Title

For clause 7.1, the Lot is also sold subject to the *Building Units and Group Titles Act 1980*, the Relevant Specified Act, the by-laws of the Body Corporate and any other by-laws under the Relevant Specified Act which apply to the Parcel.

13.8 Encumbrances

For clause 7.2, the Property is also sold subject to:

- (a) the easements implied or created by sections 15 to 17 of the *Building Units and Group Titles Act 1980*;
- (b) the easements implied or created by the Relevant Specified Act; and
- (c) interests registered on the common property for the Parcel.

13.9 Seller’s Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
 - (a) the Seller:
 - (i) has not received notice of a meeting of the Body Corporate to consider; and
 - (ii) is not aware of a resolution of the Body Corporate, to amend, add to or repeal the by-laws for the Parcel as recorded on the plan for the Parcel at the Contract Date;
 - (b) 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
 - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 13.9(1), 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.
- (3) Clauses 13.9(1) and 13.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

13.10 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 or a Principal 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:
 - (a) a resolution of the Body Corporate or a Principal Body Corporate is passed after the Contract Date; and
 - (b) the Buyer would be materially prejudiced if required to settle this contract,unless details of the resolution were disclosed to the Buyer in this contract or the Seller Disclosure Statement.

13.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Parcel.