

Seller Disclosure Report

Vendor/s

JEANETTE RUTH SLOAN

Property Address

UNIT 42 209 MARSDEN RD, KALLANGUR QLD 4503

Prepared On

Wednesday, August 13, 2025

In This Report

01 Disclosure Statement

02 Searches

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 JEANETTE RUTH SLOAN

Property address UNIT 42 209 MARSDEN RD, KALLANGUR QLD 4503
(referred to as the
“property” in this
statement)

Lot on plan description Lot 42 on SP284337

Community titles scheme
or BUGTA scheme:

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

☒ **Yes**

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

☐ **No**

*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 checked="" type="checkbox"/> Yes <input 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> 1 April 2025</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>General 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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Pool compliance certificate is given.	<input type="checkbox"/> Yes	<input checked="" 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: \$583.90 Date Range: 01/07/2025 - 30/09/2025
	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—
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: \$273.54 Date Range: 22/02/2025 - 26/05/2025
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: <input type="text" value="Insert estimated amount"/> Date Range: <input type="text" value="Insert date range"/>

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997	<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:
Jeanette Ruth Sloan
379E2969D9CB46A7

Signature of seller

Signature of seller

Jeanette Ruth Sloan

Name of seller

Name of seller

14/08/2025 01:02 am

Date

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

Signature of buyer

Name of buyer

Name of buyer

Date

Date

Searches

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52732550
Search Date: 25/07/2025 11:51

Title Reference: 51108835
Date Created: 18/08/2017

Previous Title: 51106977

REGISTERED OWNER

Dealing No: 722698469 23/08/2023

JEANETTE RUTH SLOAN

ESTATE AND LAND

Estate in Fee Simple

LOT 42 SURVEY PLAN 284337
Local Government: MORETON BAY
COMMUNITY MANAGEMENT STATEMENT 49940

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 11242221 (POR 58V)
2. MORTGAGE No 722698470 23/08/2023 at 14:12
MACQUARIE BANK LIMITED A.C.N. 008 583 542

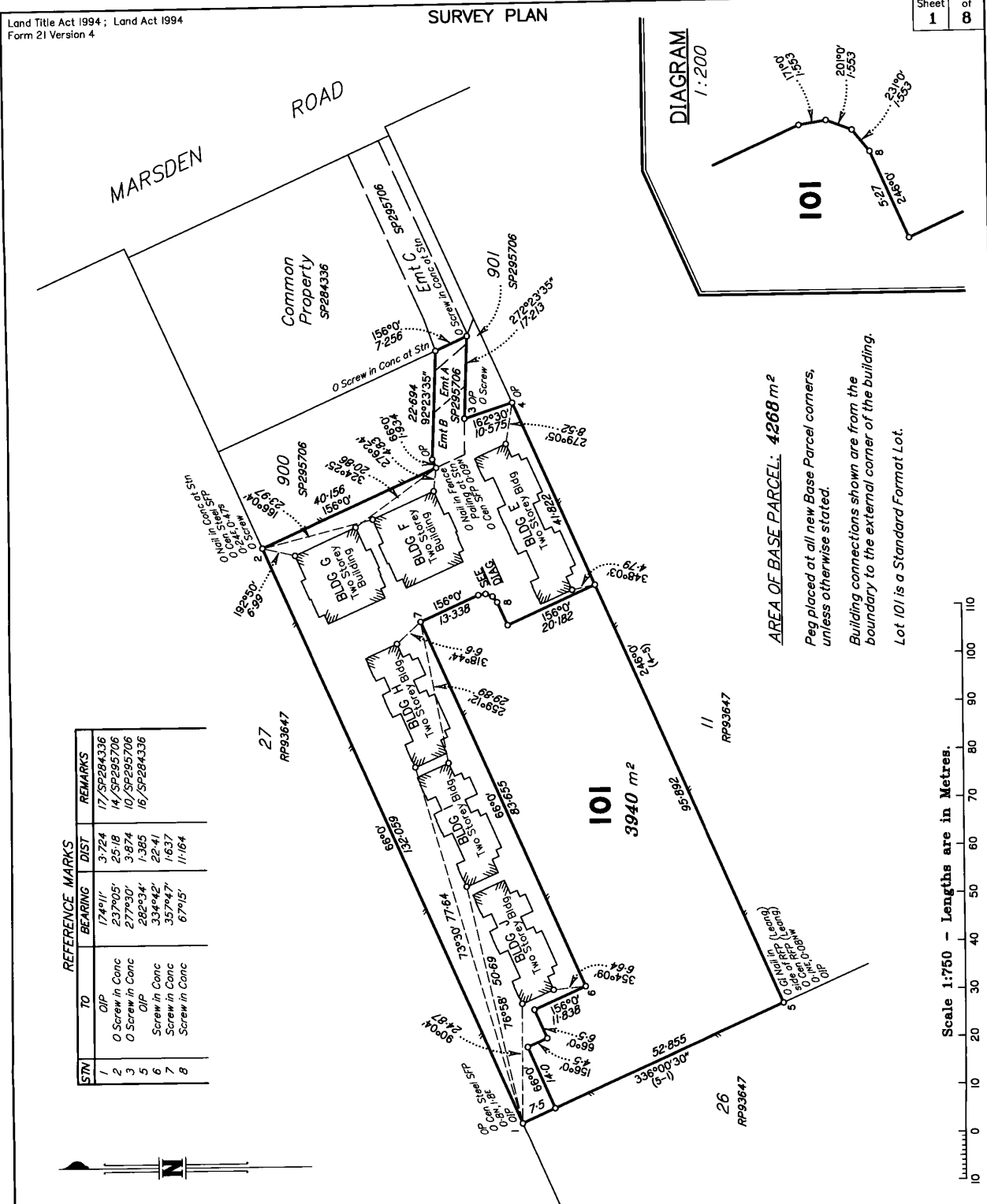
ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL


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

SURVEY PLAN





 Authorised Delegate
 24.5.17

 Date

LOCAL	MORETON BAY	LOCALITY:	KALLANGUR
GOVERNMENT:	REGIONAL COUNCIL		
Meridian:	SP295706	Survey	No
		Records:	

Format: **BUILDING**



SP284337

718203158

\$2452.00
09/08/2017 16:19

NR 400 NT

WARNING : Folded or Mutilated Plans will not be accepted.

Sheet
2 of
8

Plans may be rolled.

Information may not be placed in the outer margins.

5. Lodged by

**THOMPSON McNICHOL
LAWYERS
PO BOX 552, MAROOCHYDORE**

079

Ph: 54431566 E: mail@tml.com.au
(Include address, phone number, reference, and Lodger Code) Ref: Pm: 10:150889

1. Certificate of Registered Owners or Lessees.

±/We **MARSDEN ROAD PTY LTD A.C.N. 601 903 119**

(Names in full)

* 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.

* as Lessees of this land agree to this plan:

Signature of Registered Owners *Lessees

*MARSDEN ROAD PTY LTD ACN 601 903 119
by its duly constituted attorney PAUL HAYDEN McHUGH
under registered Power of Attorney No. 717978207
who declares he has no notice of revocation thereof.*

* Rule out whichever is inapplicable

2. Planning Body Approval.

* **MORETON BAY REGIONAL COUNCIL**

hereby approves this plan in accordance with the:

% **SUSTAINABLE PLANNING ACT 2009**

Dated this

21st day of *JULY* 2017

Marco Alberti
Delegated officer
Team Leader - Planning

* Insert the name of the Planning Body.

% Insert applicable approving legislation.

Insert designation of signatory or delegation

3. Plans with Community Management Statement:

CMS Number: **49940**

Name: **MAGNOLIA PREMIUM TOWNHOMES C.T.S**

4. References:

Dept File:

Local Govt: *DA/27991/2015/VCX/1*

Surveyor: **126406-1**

6. Existing

Title Reference	Description	New Lots	Road	Secondary Interests
	Lot 100 on SP295706	11-14, 35-51, 101 & Common Property	-	-

ENCUMBRANCE EASEMENT ALLOCATIONS

Easement	Lots to be Encumbered
(Emt A on SP295706)	Common Property
(Emt B on SP295706)	Common Property

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
717344853	11-14, 35-51 & 101	-

DATE OF DEVELOPMENT
APPROVAL: 23/11/15

9. 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

W. J. [Signature] 24.5.17
Cadastral Surveyor/Director Date

* delete words not required

10. Lodgement Fees:

Survey Deposit	\$
Lodgement	\$
..... New Titles	\$
Photocopy	\$
Postage	\$
TOTAL	\$

11. Insert
Plan
Number

SP284337

11-14, 35-51, 101
& Common
Property

Por 58V

Lots

Orig

7. Orig Grant Allocation:

8. Passed & Endorsed:

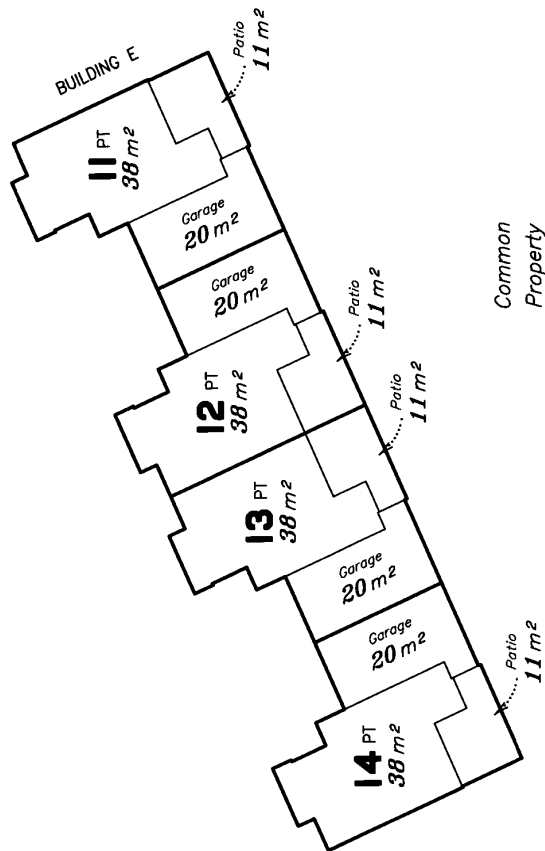
By: **RPS Australia East Pty Ltd**

Date: **24.5.17 23.6.17**

Signed: *[Signature]*

Designation: **Cadastral Surveyor**

LEVEL A



Scale 1:200 - Lengths are in Metres.

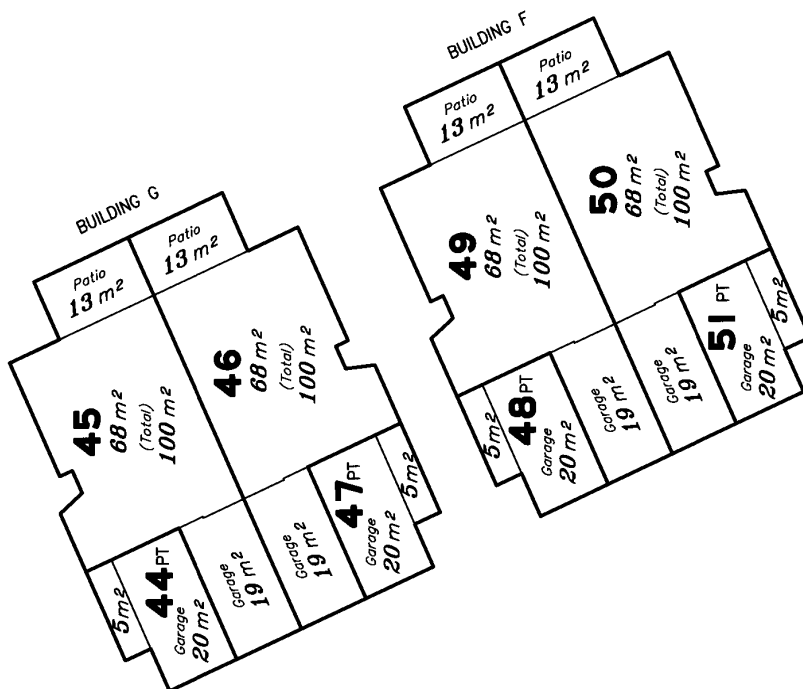
State copyright reserved.

Insert Plan Number **SP284337**

0 50 mm 100 mm 150 mm



LEVEL A



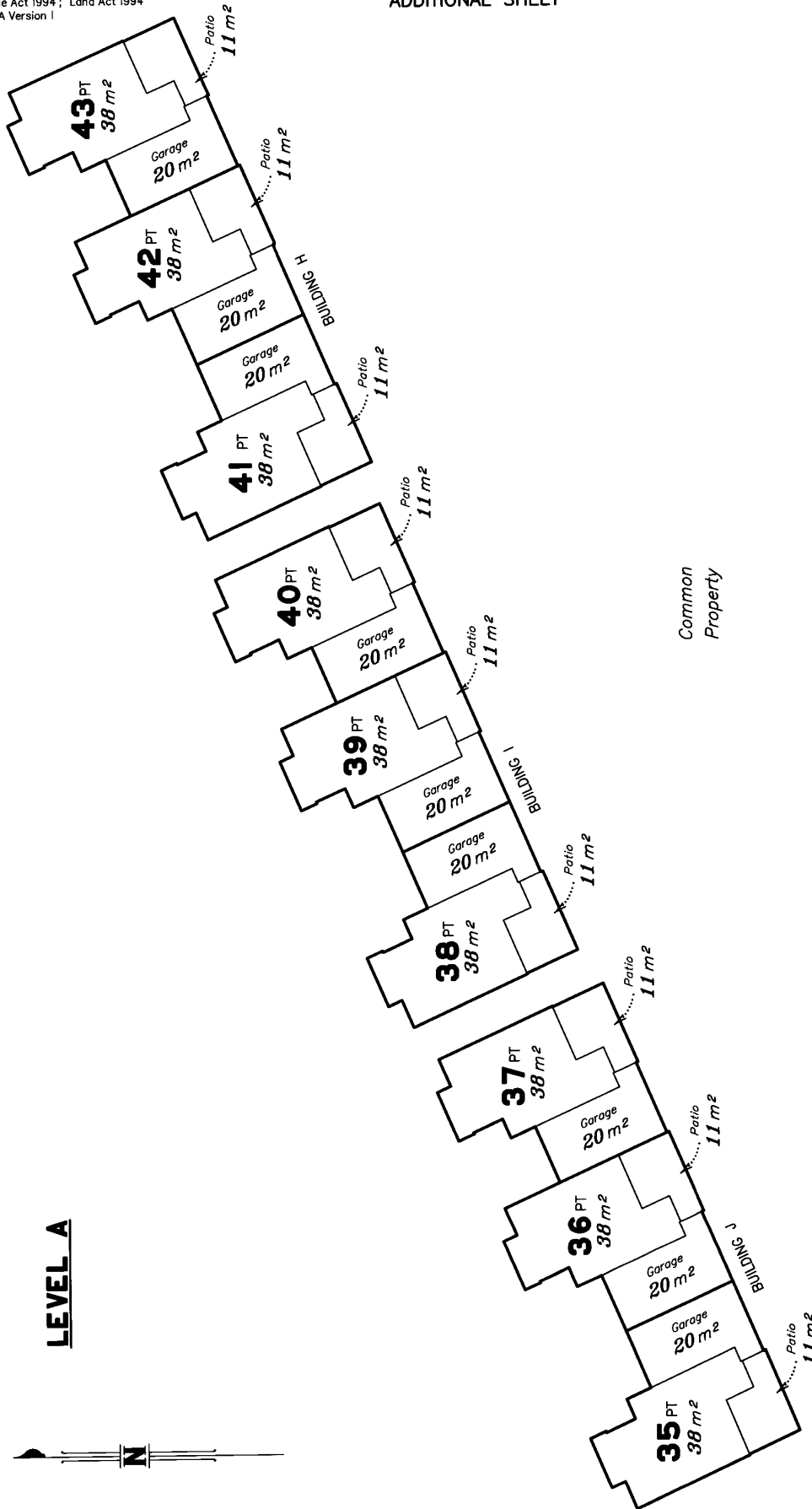
Common
Property

Scale 1:200 - Lengths are in Metres.

State copyright reserved.

Insert Plan Number **SP284337**

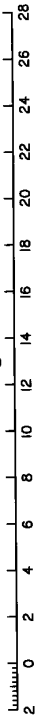
0 50mm 100mm 150mm



LEVEL A



Scale 1:200 - Lengths are in Metres.



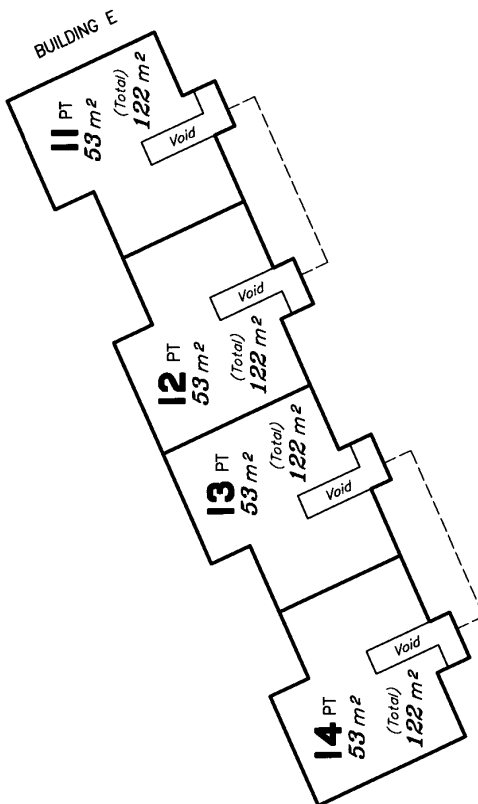
State copyright reserved.

Insert Plan Number **SP284337**

LEVEL B



0 50mm 100mm 150mm



Common
Property

--- denotes outline of level below

Scale 1:200 - Lengths are in Metres.

2 0 2 4 6 8 10 12 14 16 18 20 22 24 26 28

State copyright reserved.

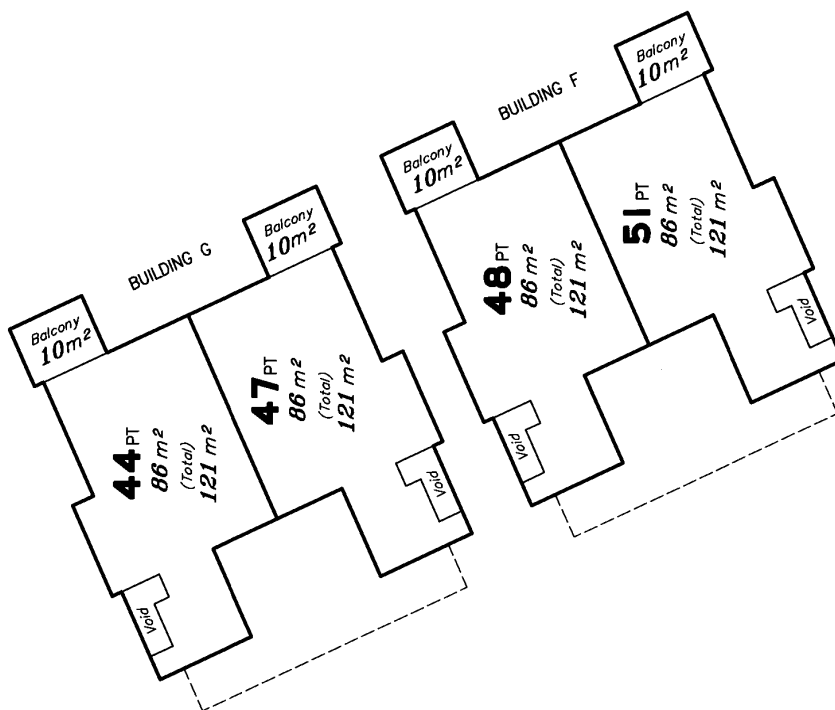
Insert
Plan
Number

SP284337

LEVEL B



0 50mm 100mm 150mm



Scale 1:200 - Lengths are in Metres.

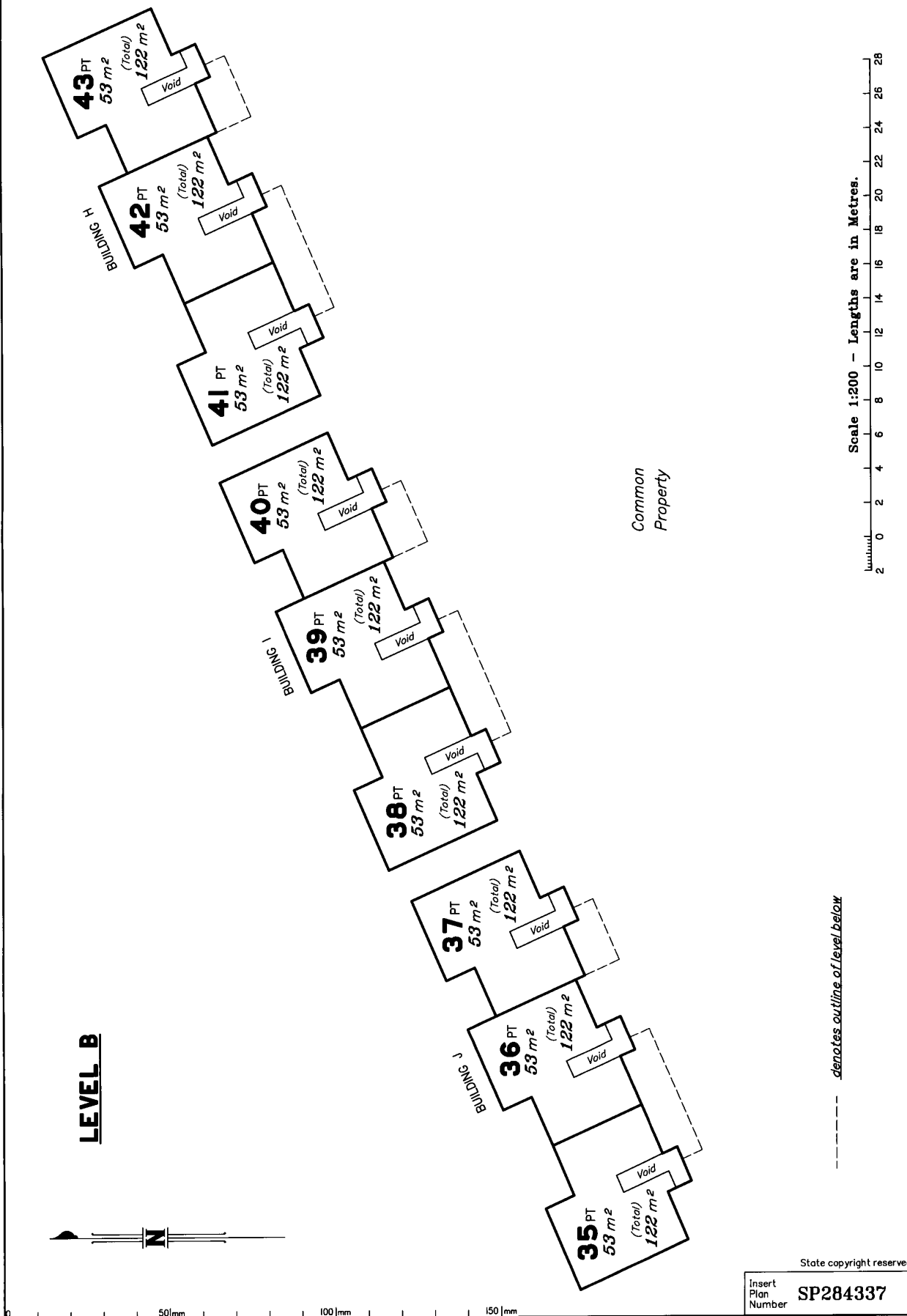
2 0 2 4 6 8 10 12 14 16 18 20 22 24 26 28

--- denotes outline of level below

State copyright reserved.

Insert
Plan
Number

SP284337



Property Fact Pack

develo

u42/209 Marsden Road
Kallangur QLD 4503

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



NO
CONSIDERATIONS
IDENTIFIED



Flooding



NO
CONSIDERATIONS
IDENTIFIED



Character



NO
CONSIDERATIONS
IDENTIFIED



Vegetation



NO
CONSIDERATIONS
IDENTIFIED



Environment



CONSIDERATIONS
IDENTIFIED



Bushfire



CONSIDERATIONS
IDENTIFIED



Noise



NO
CONSIDERATIONS
IDENTIFIED

DATE OF REPORT

25th of July, 2025

ADDRESS

u42/209 MARSDEN ROAD

LOT/PLAN

42/SP284337

COUNCIL

Moreton Bay

ZONING

- General Residential - Next Generation Neighbourhood

SCHOOL CATCHMENTS

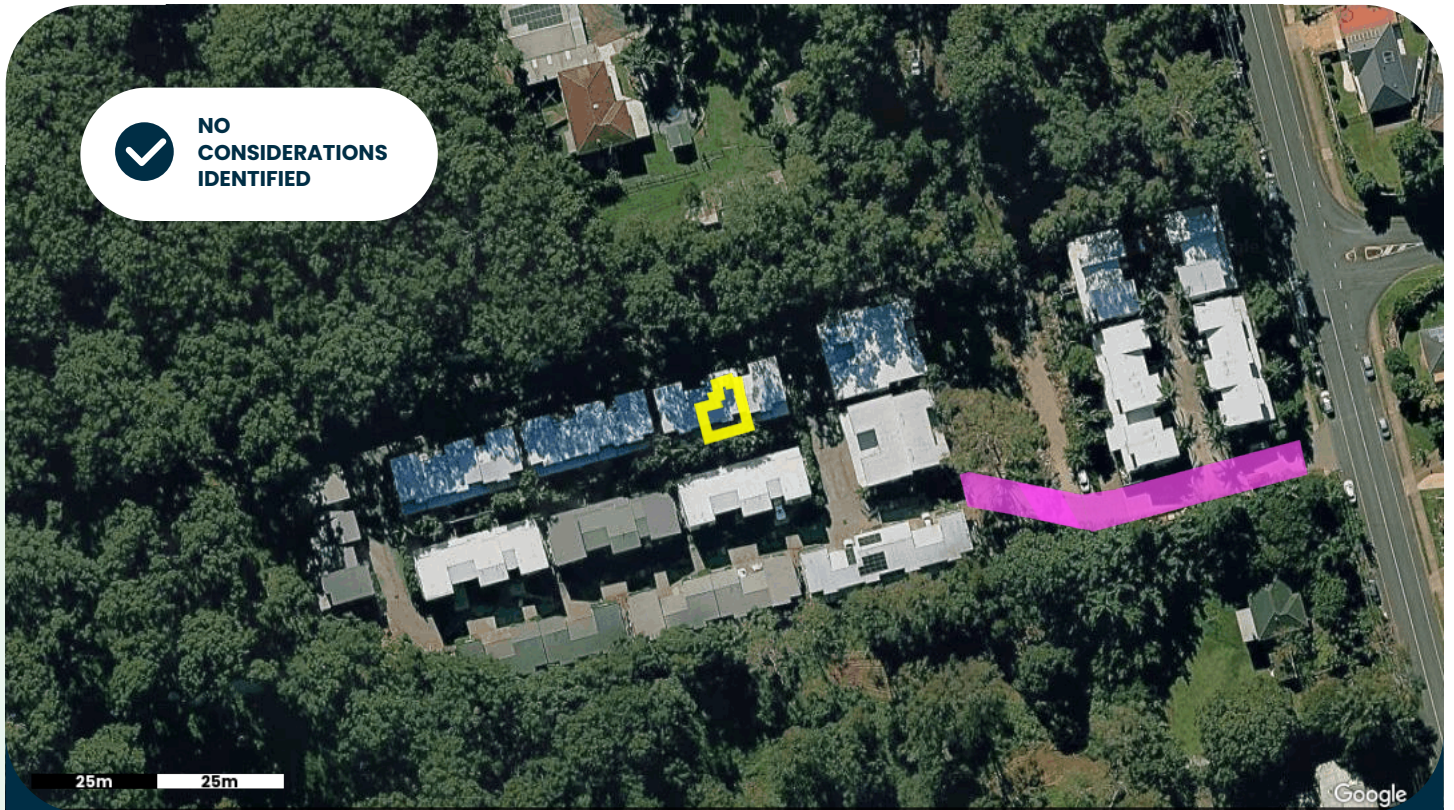
- Dakabin SS
- Dakabin SHS

CLOSEST CITY

Caboolture - 17km

Easements

What access rights exist over the property?



Sources: Qld Spatial

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

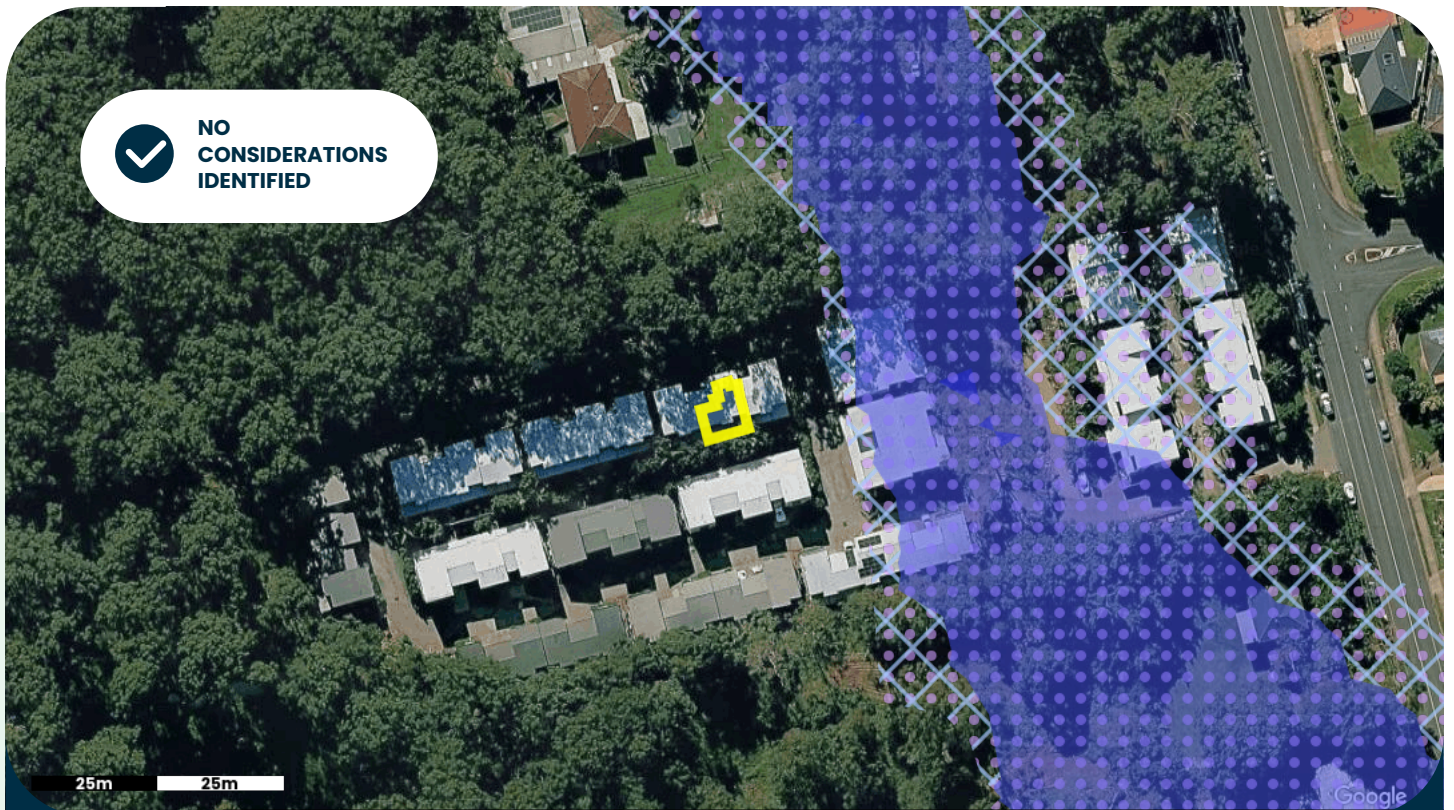
- Does the easement benefit or burden the property?
- Who is responsible for the land within the easement area?
- What other impacts does the easement have on the design of my building?

LEGEND

-  Selected Property
-  Easement

Flooding

Is the property in a potential flood area?



Sources: Moreton Bay Regional Council

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.

Note: Government flood risk models are broad guides that estimate flood probability and acceptable risk but don't guarantee site-specific accuracy or immunity. 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 or a qualified professional.

Questions to ask

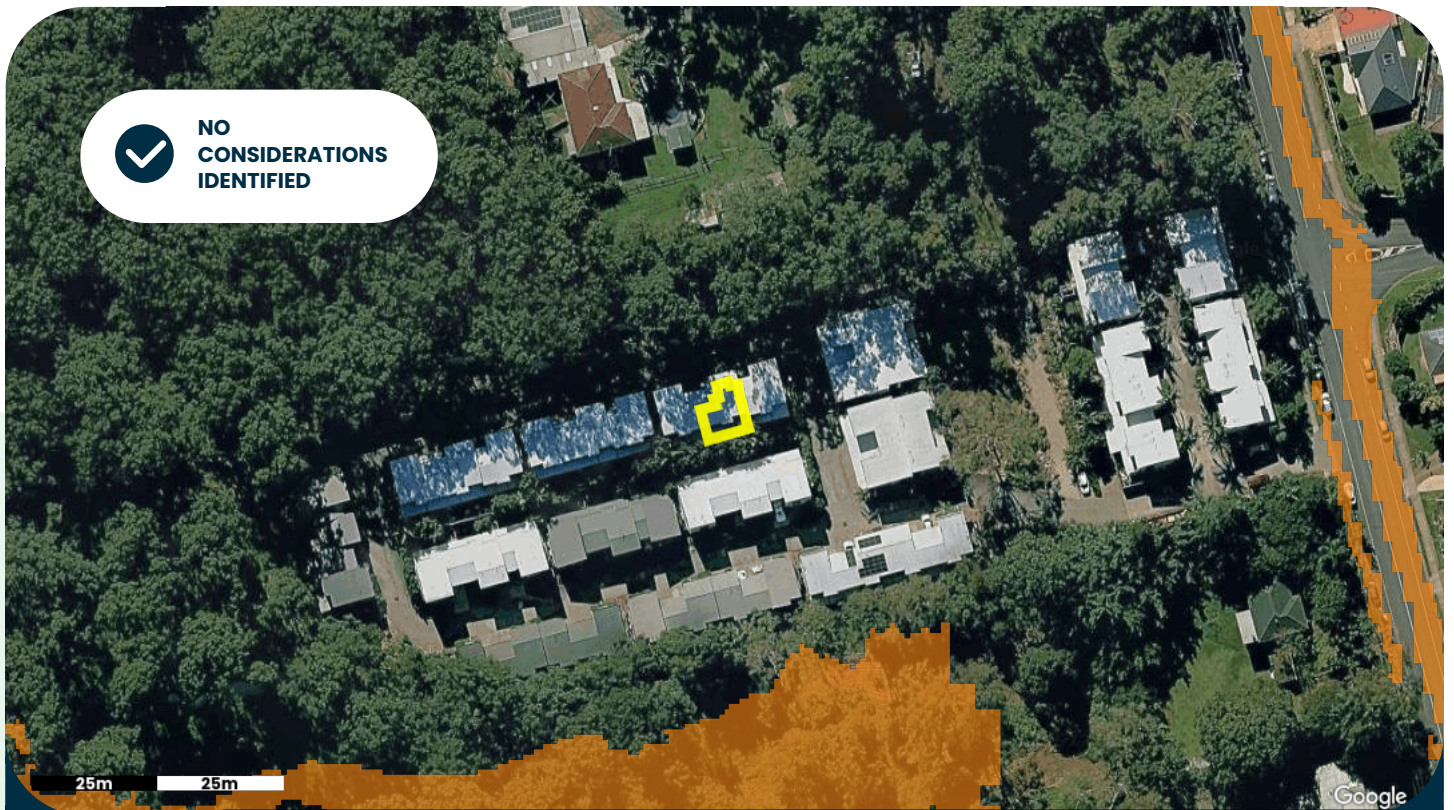
- What are the building requirements in a potential flood area?
- Can the flood risk be reduced through design measures?
- What is the probability of flooding and is this an acceptable risk for your plans?

LEGEND

-  Selected Property
-  High Possibility Flood Area
-  Moderate Possibility Flood Area
-  Balance Flood Planning Area
-  Flood Planning Area

Overland Flow Flooding

Are there any major rainfall issues for this property?



Sources: Moreton Bay Regional Council

THINGS TO KNOW

Overland flow refers to water running over the ground's surface during heavy rain. This can happen when stormwater systems are overwhelmed, drainage paths are blocked, or the land cannot absorb water quickly enough.

Unlike river or coastal flooding, overland flow is usually localized but can cause water pooling, damage to structures, and flooding of yards or low-lying areas. Urban areas are particularly vulnerable due to surfaces like roads and concrete, which prevent water from soaking into the ground.

If your property is in an overland flow area, future development of the site may require specific measures like improving drainage, raising building platforms, or adding landscaping features to safely redirect water.

Note: Government overland flow maps are general guides and may not reflect site-specific conditions. Flooding may still occur outside mapped areas due to local factors. Newly subdivided lots may have already considered flooding risks and designed flows away from residential lots, rendering the mapping invalid. For tailored advice, consult your local authority or a qualified professional.

Questions to ask

- Are there specific regulations for overland flow that affect your property?
- What building or landscaping measures can help manage water flow?

LEGEND

-  Selected Property
-  Overland Flow Path

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

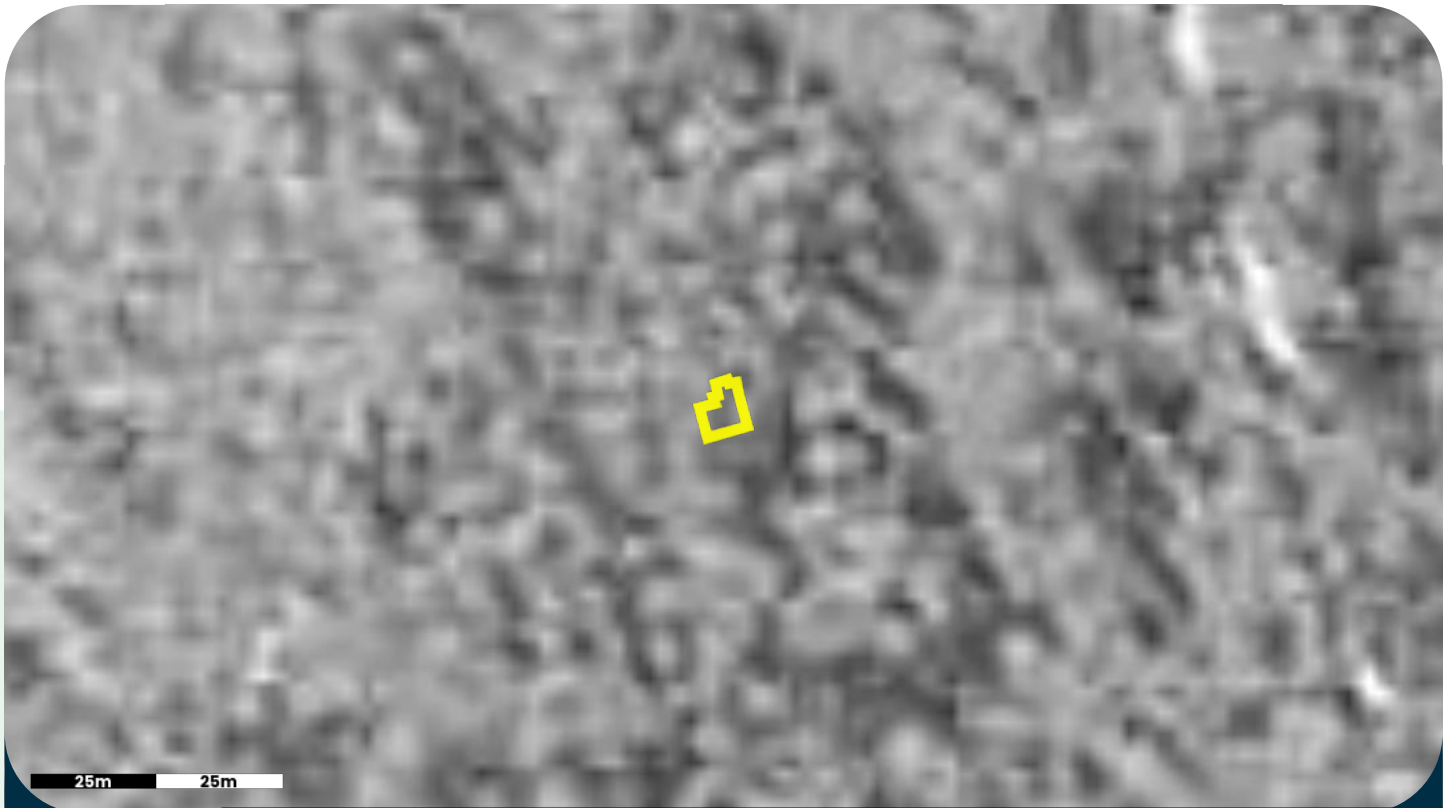
- Is the property protected by Character or Heritage restrictions?
- What impacts do these restrictions have on renovations, extensions, or new builds?
- Is approval required for works under Character or Heritage restrictions?
- How does this consideration positively or negatively impact the property?

LEGEND

 Selected Property

Historic Imagery

Historic Aerial Imagery



THINGS TO KNOW

Houses built before a certain historical period (e.g., pre-1946) are generally required to be preserved, with any extensions or alterations designed to complement their original architectural style.

If historic records or aerial imagery show a house on the site and the original structure remains, it may be protected by heritage regulations. Heritage and character provide a vital link to the past, showcasing a city's evolution while offering opportunities to celebrate and shape its future identity.

New homes in these areas should be designed to complement the existing streetscape and maintain the area's character and charm.

Advice from a town planner or heritage architect is recommended if the property is identified as built in or before a historical period to ensure compliance with regulations.

Questions to ask:

- Is the property protected by Character protection?
- Can the building be demolished or modified?
- How do these protections affect renovations, extensions, or new builds?

LEGEND

 Selected Property

Vegetation

Is the property in an area with vegetation protection?



Sources: Moreton Bay Regional Council, Queensland Government

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)
- Protected Vegetation - Rvm Cat C (High-Value Regrowth)
- Regulated Vegetation
- Watercourse - Ms
- Mles - Matters Of Local Environmental Significance
- Mles Waterway Buffer
- Essential Habitat
- Riparian And Wetland Setbacks

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

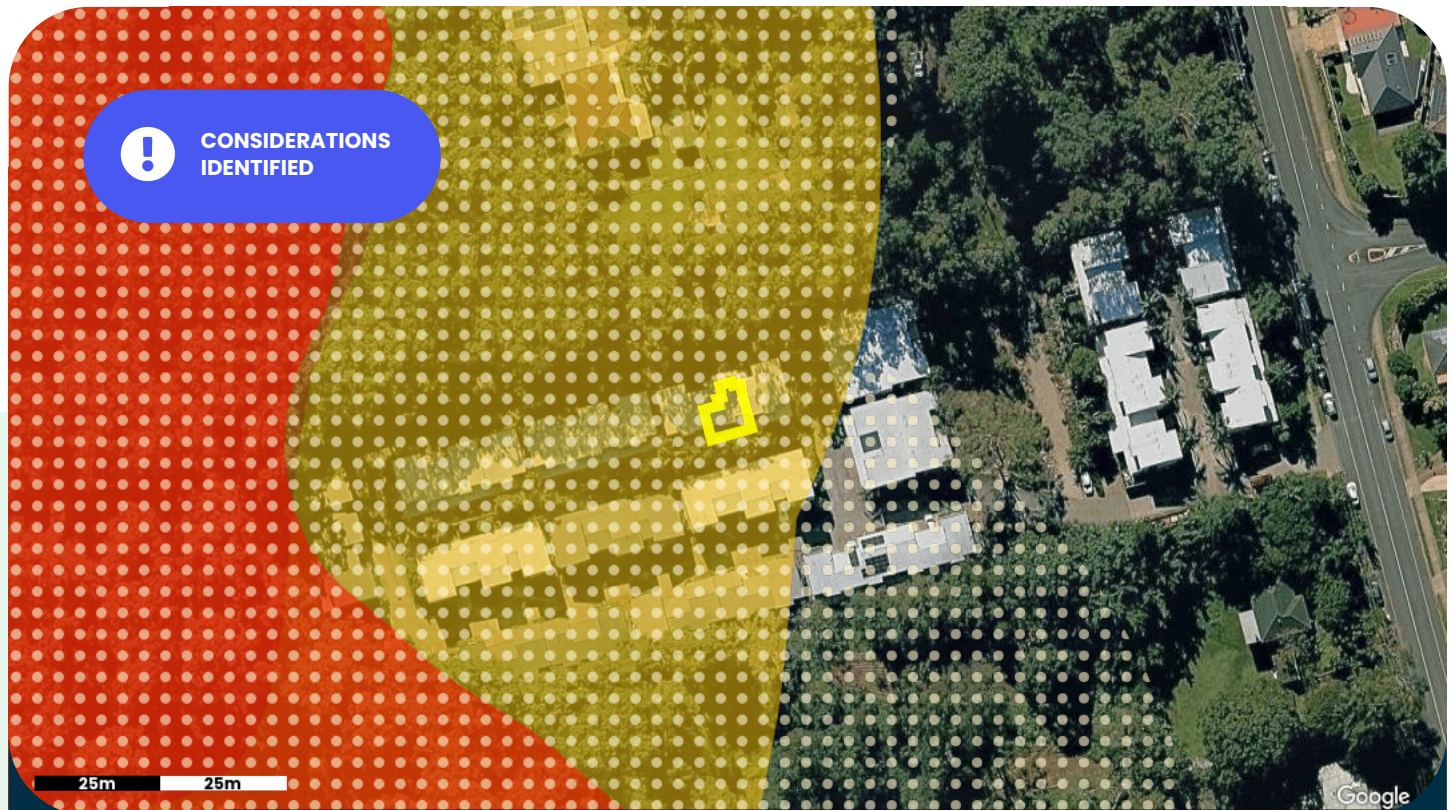
- Where are the areas with environmental value located on the property?
- What type of vegetation or habitat is protected, and how does it contribute to local biodiversity?
- How might these environmental values influence development or use of the property?

LEGEND

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

Bushfire

Is the property in a potential bushfire area?



Sources: Moreton Bay Regional Council, Queensland Fire And Emergency Services

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
-  High Potential Bushfire Area
-  High Potential Bushfire Area (Council)
-  Potential Impact Buffer Area (Council)
-  Potential Impact Bushfire Buffer Area

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.

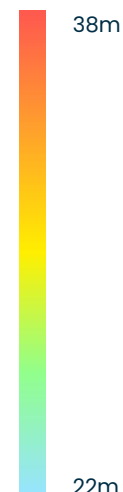
Questions to ask

- 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

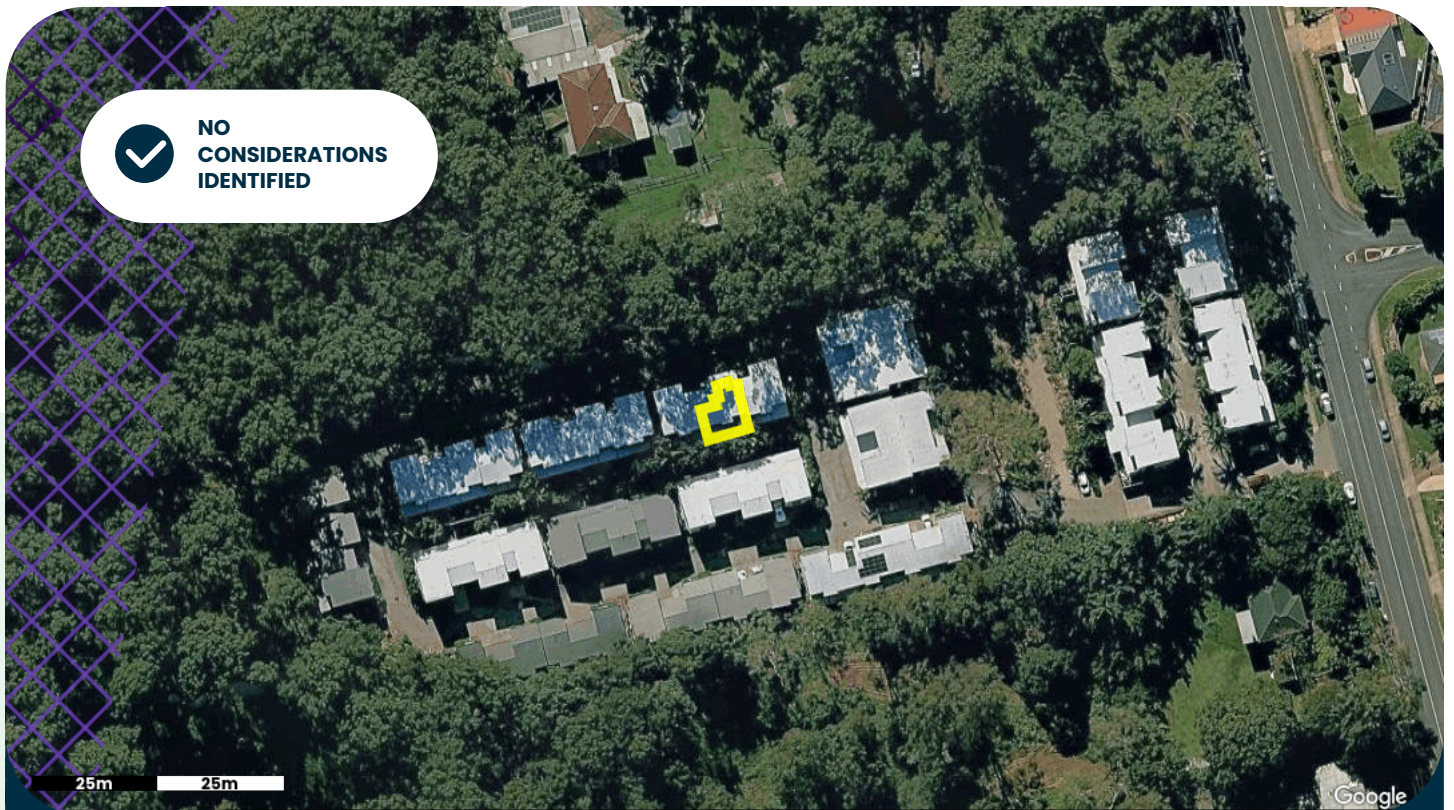
 Selected Property

Property Est. Fall: ~0m



Noise

Is the property in a potential noise area?



Sources: Department Of Transport And Main Roads

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

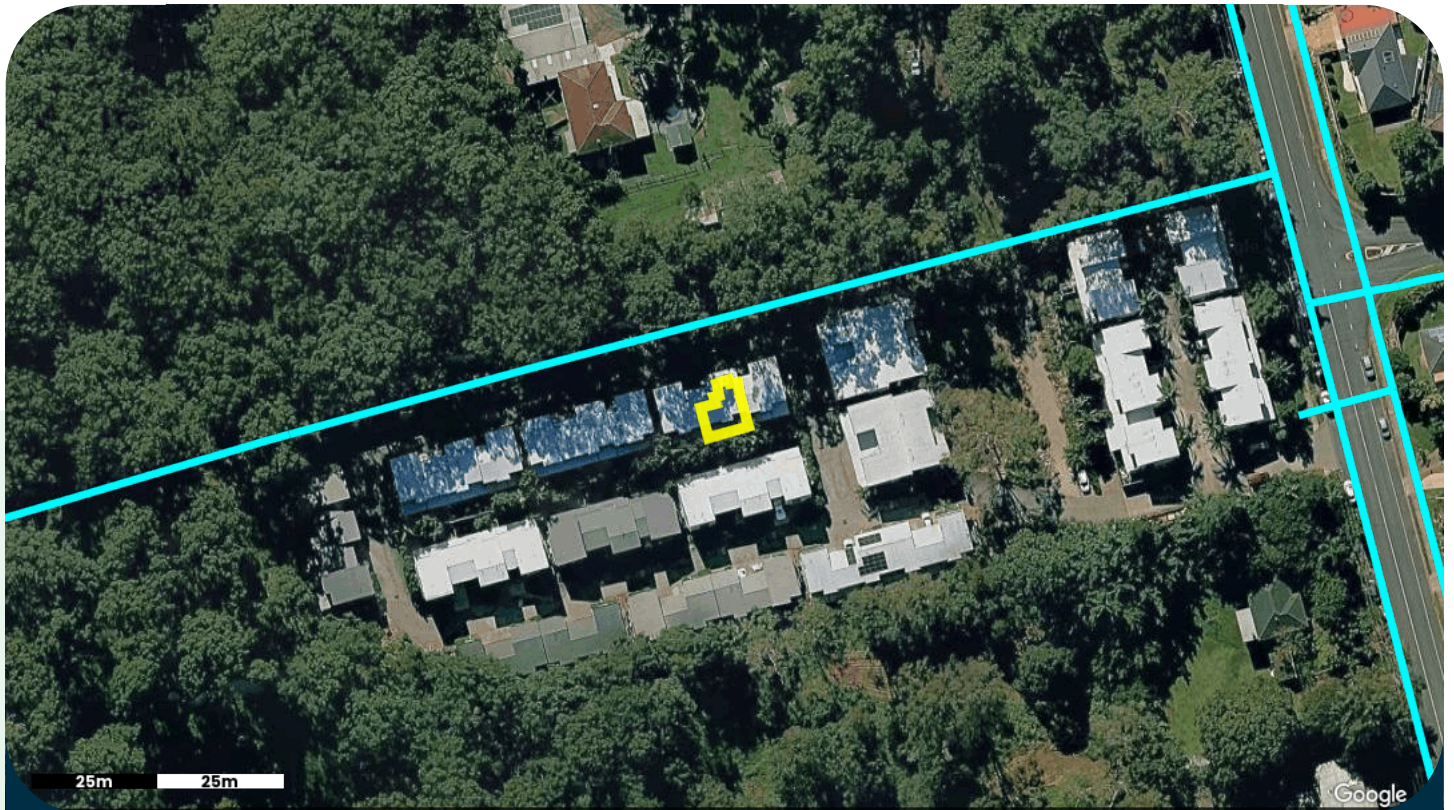
- What is the significance of the noise impacts?
- How do noise impacts affect renovations, extensions or new builds?
- How can noise impacts be reduced through design?
- How might you confirm the noise levels and whether they are acceptable?

LEGEND

- Selected Property
- Mod. To High Noise (Rail)
- Moderate Noise (Rail)

Water

Are there any water pipes nearby?



Sources: Unity Water

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

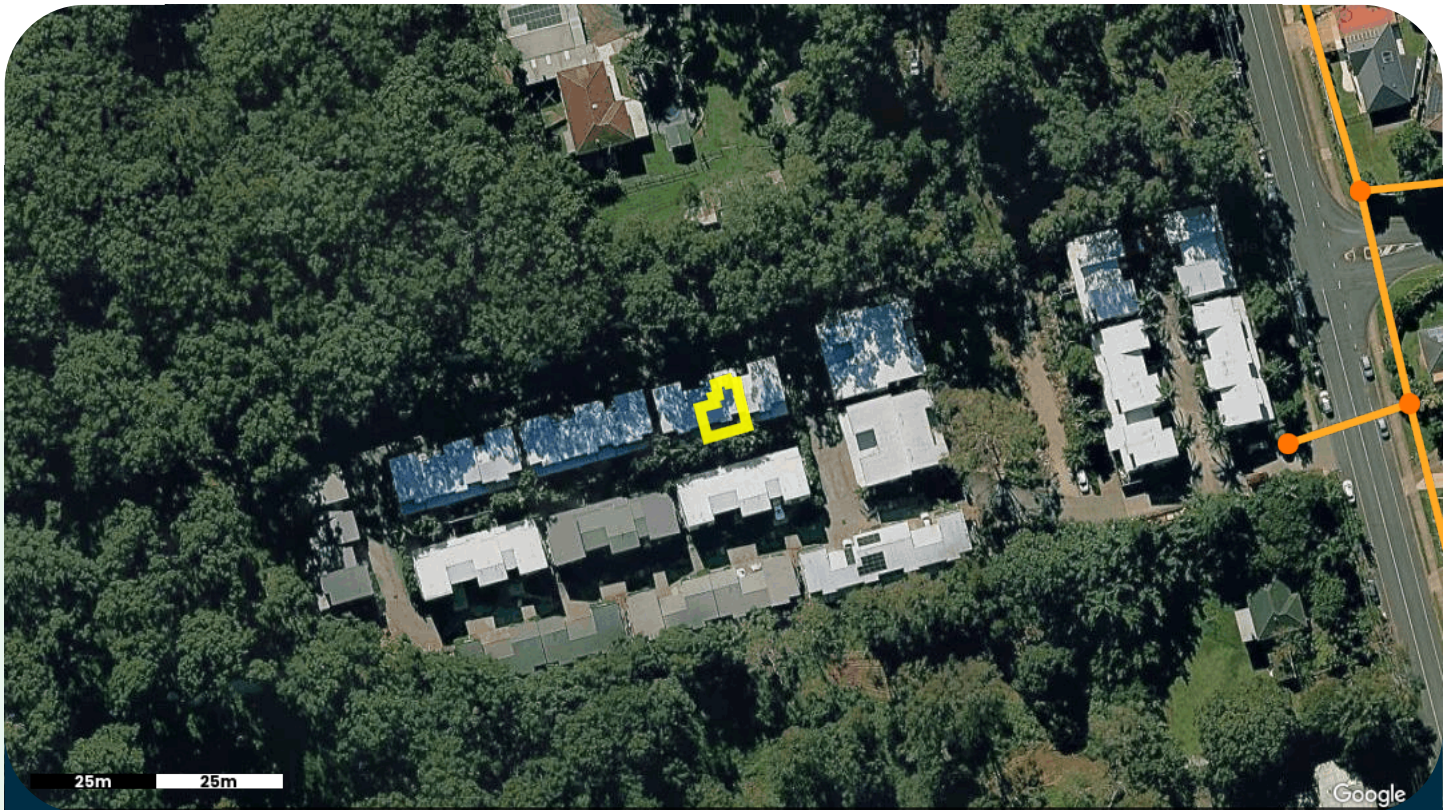
- Where is the water infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified water infrastructure?

LEGEND

-  Selected Property
-  Water Pipe

Sewer

Are there any sewer pipes nearby?



Sources: Unity Water

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

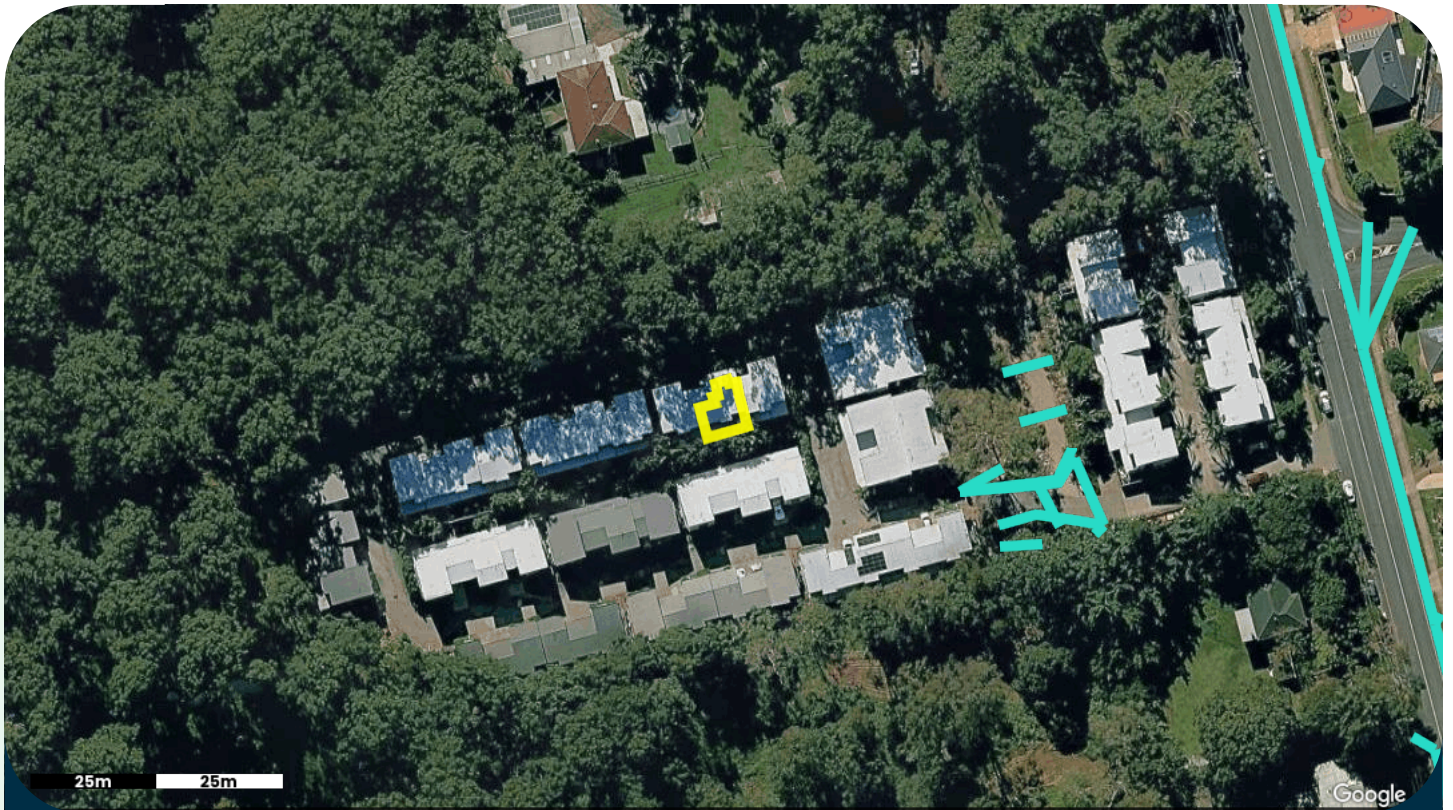
- Where is the sewer infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified sewer infrastructure?

LEGEND

-  Selected Property
-  Sewer Maintenance Point
-  Sewer Pipe

Stormwater

Are there stormwater pipes on or near the property?



Sources: Moreton Bay Regional 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

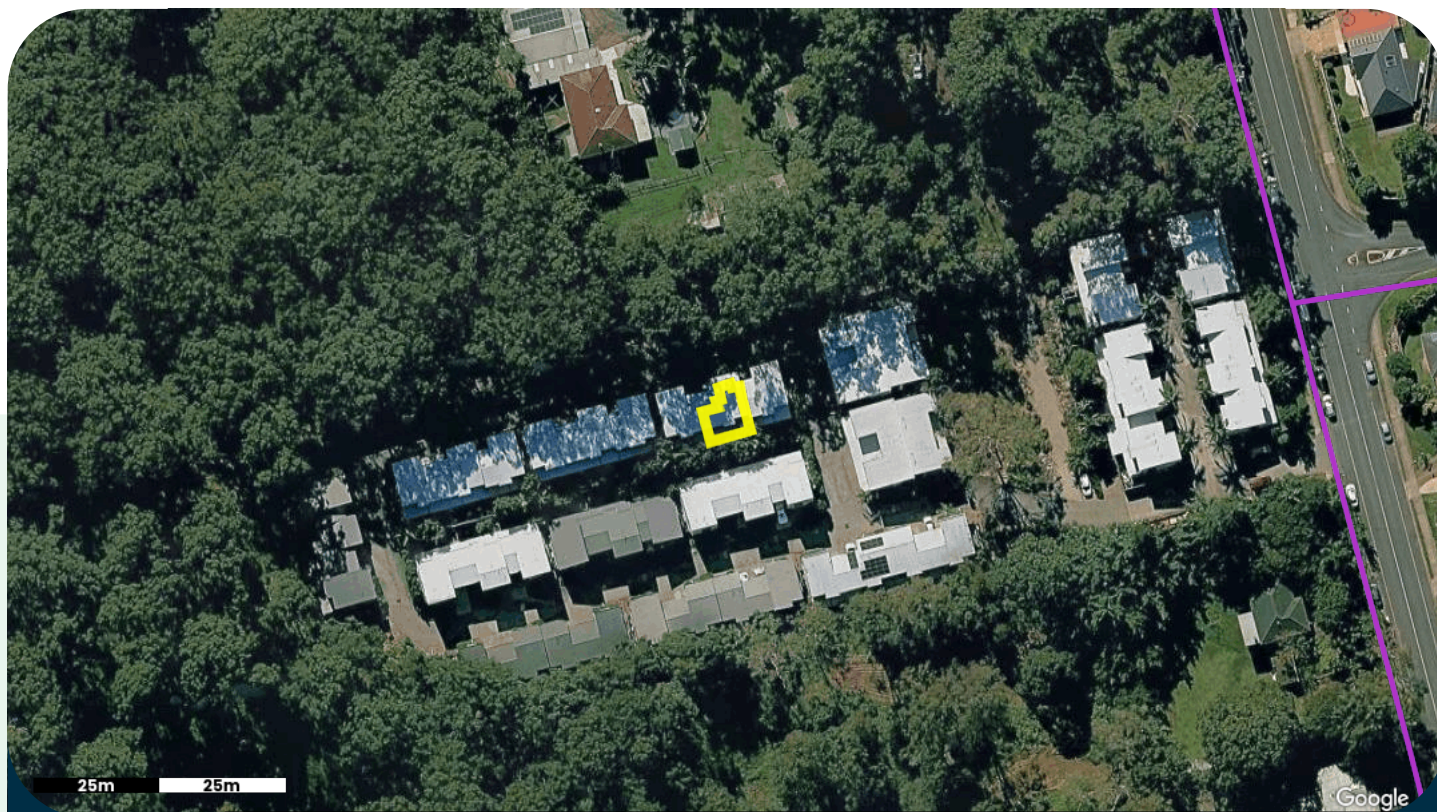
- Where is the stormwater infrastructure located on the property?
- Is there a lawful point of stormwater discharge available to the property?
- What impacts might this have on renovations, extensions, new builds or redevelopment?
- What can you build over or near the identified stormwater infrastructure?

LEGEND

-  Selected Property
-  Stormwater Pipe Or Culvert

Power

Are there any power lines on or near the property?



Sources: Energex

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 Power Line (HV)
-  Overhead Power Line (LV)

Zoning

What zone is my property?



Sources: Moreton Bay Regional 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

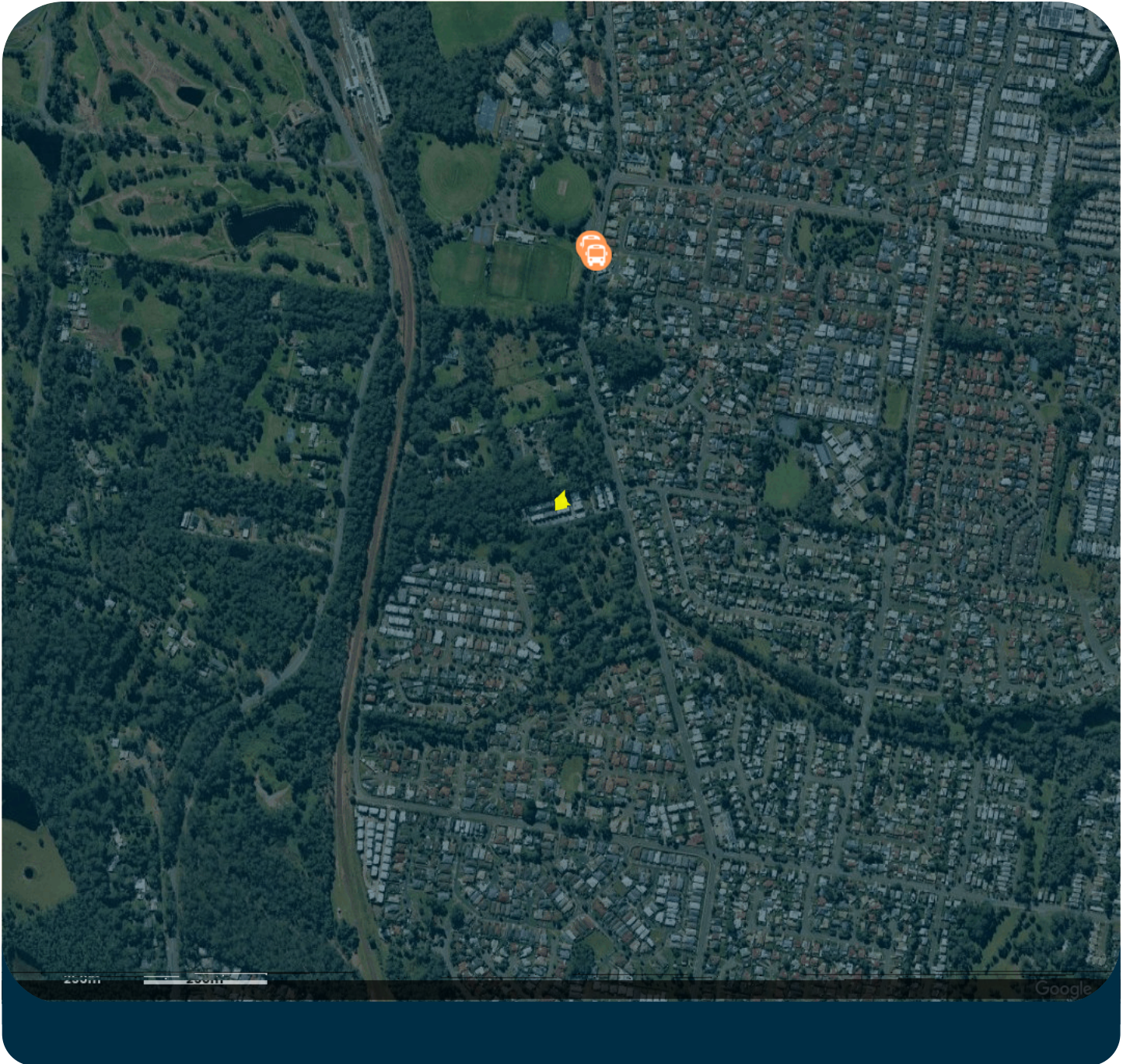
- What does the zoning and local plan mean for the property?
- What land uses are suitable for the applicable zone and/or local plan?

LEGEND

-  Selected Property
-  General Residential - Next Generation Neighbourhood
-  General Residential - Suburban Neighbourhood
-  Recreation And Open Space

Public Transport

Is there any public transport stops nearby?



LEGEND

 Selected Property

 Bus Stop

Boundary

View your property boundaries



LEGEND

Selected Property

YOUR DIGITAL COPY



462770

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.

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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
BRISBANE QLD 4000

Transaction ID: 51027490 EMR Site Id: 25 July 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 42 Plan: SP284337
42/209 MARSDEN RD
KALLANGUR

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 **902758**

Date: 25/07/2025

Search Request reference: **168527703**

Applicant details

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

Buyer: SearchX Pty Ltd

Search response:

Your request for a property search on Lot 42 on Plan SP284337 at Unit 42 209 Marsden Rd, Kallangur Qld 4503 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.



WATER AND SEWERAGE YOUR BILL

1300 086 489
Emergencies and faults 24 Hours, 7 days
Account enquiries 8am-5pm Mon-Fri

unitywater.com
ABN 89 791 717 472

Account number	100093998
Payment reference	1000 9399 81
Property	Unit 42/209 Marsden Rd, KALLANGUR, QLD

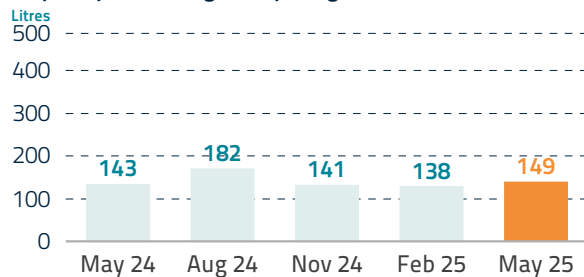
Bill number	7127301976
Billing period	22 Feb 2025 94 days to 26 May 2025
Issue date	29 May 2025
Approximate date of next meter reading	15 Aug 2025

Your account activity

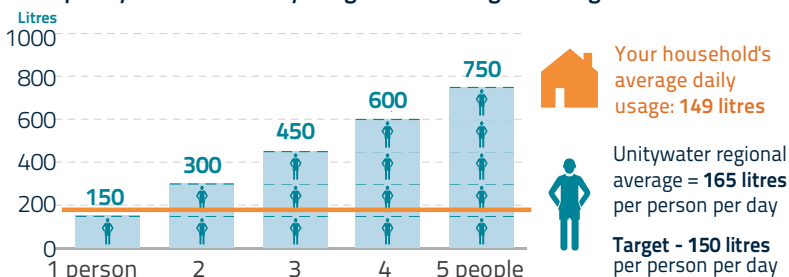
Your last bill \$337.08	-	Payments/ adjustments \$337.08	=	Balance \$0.00	+	New charges \$341.98	=	Total due \$341.98
								Due date 30 Jun 2025

8% interest per annum, compounding daily, will apply to any amount not paid by the due date.

Compare your average daily usage over time



Compare your current daily usage with our regional target of 150 litres

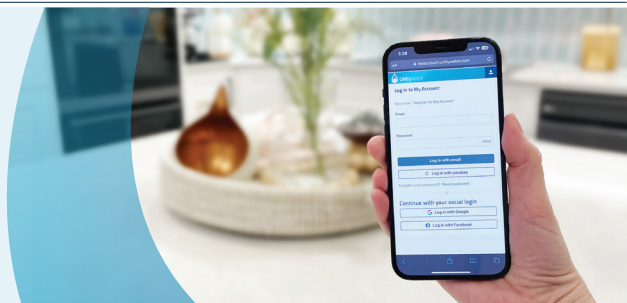


My Account

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To find out more visit unitywater.com/myaccount



Easy ways to pay

For other payment options - see over



BPAY®

Biller Code: 130393

Ref: 1000 9399 81

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Your account details



1300 086 489
Account enquiries

8am-5pm Mon-Fri

Water meter details

1 kilolitre (kL) = 1000 litres (L)

Meter ID	Previous read date	Previous reading (kL)	Current read date	Current reading (kL)	Usage (kL)	No. of days	Average daily usage (L)
AZB029066	21 Feb 25	486	26 May 25	500	14	94	148.9
Total water usage					14	94	148.9
Total sewerage usage (waste and greywater) = 90% of water usage					12.60	94	134.0

Activity since last bill

Last bill	\$337.08
Payments / adjustments	
26 Mar 2025 CBA BPAY BPAY 25/03/2025	-\$337.08
Account balance	\$0.00

Water and Sewerage Charges

Lot 42 Plan SP284337 Installation ID 223164302595

State Bulk Water Price	Period	kL/day	x Days	x Price/kL	
State Govt Bulk Water	22 Feb 25 to 26 May 25	0.1489	94	\$3.444	\$48.22

This is how much Unitywater pays to purchase water from the State Government, and is passed on to customers at cost.

Unitywater (local government distributor-retailer price)

Variable Usage Charges	Period	kL/day	x Days	x Price/kL	
Water up to 822 L/day	22 Feb 25 to 26 May 25	0.1489	94	\$0.760	\$10.64
Sewerage up to 740 L/day	22 Feb 25 to 26 May 25	0.1340	94	\$0.760	\$9.58
Fixed Access Charges	Period	x No.	x Days	x Price/day	
Water Access 20mm	22 Feb 25 to 26 May 25	1	94	\$0.972	\$91.37
Sewerage Access	22 Feb 25 to 26 May 25	1	94	\$1.938	\$182.17
Water subtotal					\$150.23
Sewerage subtotal					\$191.75

New water and sewerage charges \$341.98

Total Due = ① + ② \$341.98

Important information

Payment assistance

If you are having difficulty paying, please call Unitywater as soon as you receive your bill and before its due date to discuss how we can help.

Changing contact details

Login to My Account at unitywater.com for quick, easy changes online 24/7 or call us during business hours.

Pensioners

If you own and live at your property and have an eligible concession card, you may apply for a pensioner rebate. Please call Unitywater or fill out our easy online form at unitywater.com/pensioner

Credit card payments

Only MasterCard and Visa are accepted. A credit card surcharge may apply to your payment. Learn more at unitywater.com/creditcard

Interest on overdue amounts

Interest of 8% per annum, compounding daily, will apply to any amount not paid by the due date.

Water efficiency

For water efficiency tips, visit unitywater.com/water-tips

Interpreter service 13 14 50

当您需口译员时，请致电 13 14 50。
اتصل على الرقم 13 14 50 عندما تكون بحاجة إلى مترجم فوري.
Khi bạn cần thông ngôn, xin gọi số 13 14 50
통역사가 필요하시면 13 14 50 으로 연락하십시오.
Cuando necesite un intérprete llame al 13 14 50

Privacy policy

We've updated our privacy policy so that we can deliver improved services with trusted partners. Visit unitywater.com/privacy

International calls

+ 61 7 5431 8333

unitywater.com

PO Box 953

Caboolture QLD 4510

1300 086 489

More payment options



Credit card by phone or online

To make a one-off credit card (Visa or MasterCard only) payment call 1300 047 763 or go to unitywater.com. A credit card surcharge may apply.
Ref: 1000 9399 81



Cheques by mail

Send this portion with your cheque payable to: Unitywater, Locked Bag 2, Maroochydore BC QLD 4558



In person, by phone or online

Billpay Code: 4028

Ref: 1000 9399 81

Pay in person at any post office, call 13 18 16, or go to postbillpay.com.au



*4028 1000939981 00034198

Account number 100093998

Payment reference 1000 9399 81

Total due \$341.98

Due date 30 Jun 2025

Rate notice

Customer Service Centres
Caboolture - 2 Hasking Street, Caboolture
Redcliffe - 1 Irene Street, Redcliffe
Strathpine - 220 Gympie Road, Strathpine

Postal Address
PO Box 159
CABOOLTURE QLD 4510

Customer Service
Ph: 1300 522 192

ABN: 92 967 232 136
www.moretonbay.qld.gov.au



MBRC_674605/E-1/S-1/I-1/000

This information was prepared on **30 June 2025** for the period
01 July 2025 to 30 September 2025

Property number: 674605

Property location:
Unit 42 209 Marsden Road
KALLANGUR QLD 4503

Property description: Lot 42 SP 284337

Valuation: \$48,000

Rating category: General Rate - Category U5N (Residential
Units CTS Non Owner Occupied)

Rate notice summary

Issue date: 10 July 2025

Your last bill	\$546.85
Payments / adjustments	\$-546.85
	=
Opening balance	\$0.00
	+
New rates and charges	\$583.90
	=
Total due	\$583.90
Due date	12 Aug 2025

If you have established a flexible payment plan, your scheduled amount will continue to be debited as arranged.

To view or change an existing flexible payment plan, or to set up a new plan, please visit
payble.moretonbay.qld.gov.au

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A \$2.50 paper notice fee will apply to all quarterly rate notices* received by post.



To register now scan the QR code
or visit moretonbay.qld.gov.au/eRates.

*Ratepayers who receive a Council pensioner rebate or self-funded retiree rebate will be exempt from the fee for the rate notice issued for their principle place of residence.

Easy ways to pay



BPAY
Biller code: 339457
Reference number: 50 0274 1390 0674 6055



*2471 500274139006746055



PHONE
Call (07) 3480 6349 (Mastercard and Visa only)
Reference number: 50 0274 1390 0674 6055



IN PERSON
Pay at any of Council's Customer Service Centres
Mon to Fri 8.30am – 5pm



ONLINE
Scan the QR code or visit
www.moretonbay.qld.gov.au/pay-your-rates
Reference number: 50 0274 1390 0674 6055



MAIL
Send your payment and remittance slip to:
Moreton Bay City Council
PO Box 159
CABOOLTURE QLD 4510

If you are having difficulty paying, please call Council as soon as possible so we can assist you in setting up a payment plan schedule or visit www.moretonbay.qld.gov.au/rates

Activity since last bill

Last bill	\$546.85
Payment / adjustments	
09-May-2025 Payment Received Thank You	\$-546.85
Account balance	\$0.00 A

New charges

Council rates and charges

Description	Amount
General Rate - Category U5N (Residential Units CTS Non Owner Occupied) (Minimum General Rate Applied)	\$390.75
City Infrastructure Charge (104.00 [Fixed Amount]) / 4 [Bills per year]	\$26.00
City Environment Charge (26.00 [Fixed Amount]) / 4 [Bills per year]	\$6.50
Garbage Charge - Residential (Bulk Bin (240L equivalent)) (1 [Number of Domestic Bin Units] * 391.00 [Unit Rate]) / 4 [Bills per year]	\$97.75
Total Council rates and charges	\$521.00

State Government charges

Description	Amount
Emergency Management Levy - Group 2A	\$62.90
Total State Government charges	\$62.90
Total new charges	\$583.90 B

A + **B** = Total due

State Government Waste Levy

- Council will pay an estimated \$24,400,000 in waste levy payments to the Queensland Government during 2025/26 for household waste to landfill.
- The Queensland Government waste levy for general waste has increased to \$125 per tonne.
- The Queensland Government has paid an amount of \$14,810,305 in the 2025/26 Financial Year to Council to mitigate the impact of the Queensland Waste Levy on households. This will only partially cover the expected cost of the waste levy for household waste in 2025/26.
- Council's Waste Management Utility and Special Charges cover costs associated with managing waste in the City of Moreton Bay, including the gap between the Queensland Government levy charged to Council and the partial rebate received by Council.

Important information

Interest

From 1 July 2025 to 30 June 2026 interest charges of 8% per annum, compounding daily, will apply to any amount not paid by the due date.

Valuations

The valuation used for rating purposes is provided by the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development. For further information about the valuation that has been applied to your property visit:
www.resources.qld.gov.au/land-property

Rebates

Rebates may be available to eligible pensioners and self funded retirees. Please visit
www.moretonbay.qld.gov.au or contact Council for more information.

Translating and Interpreting Services



If you require an interpreter, please call TIS National on 131450.



Help for people with hearing or speech difficulties Contact Moreton Bay City Council through the National Relay Service (NRS). For more information, visit the NRS website to choose your preferred access point; or call the NRS Helpdesk on 1800 555 660 or text 0416 001 350 for assistance.

Payment remittance slip

Please send this remittance slip with your cheque/money order payable to:

Moreton Bay City Council
PO Box 159
CABOOLTURE QLD 4510

Property Number: 674605
Property Location: Unit 42 209 Marsden Road KALLANGUR QLD 4503

Barcode:

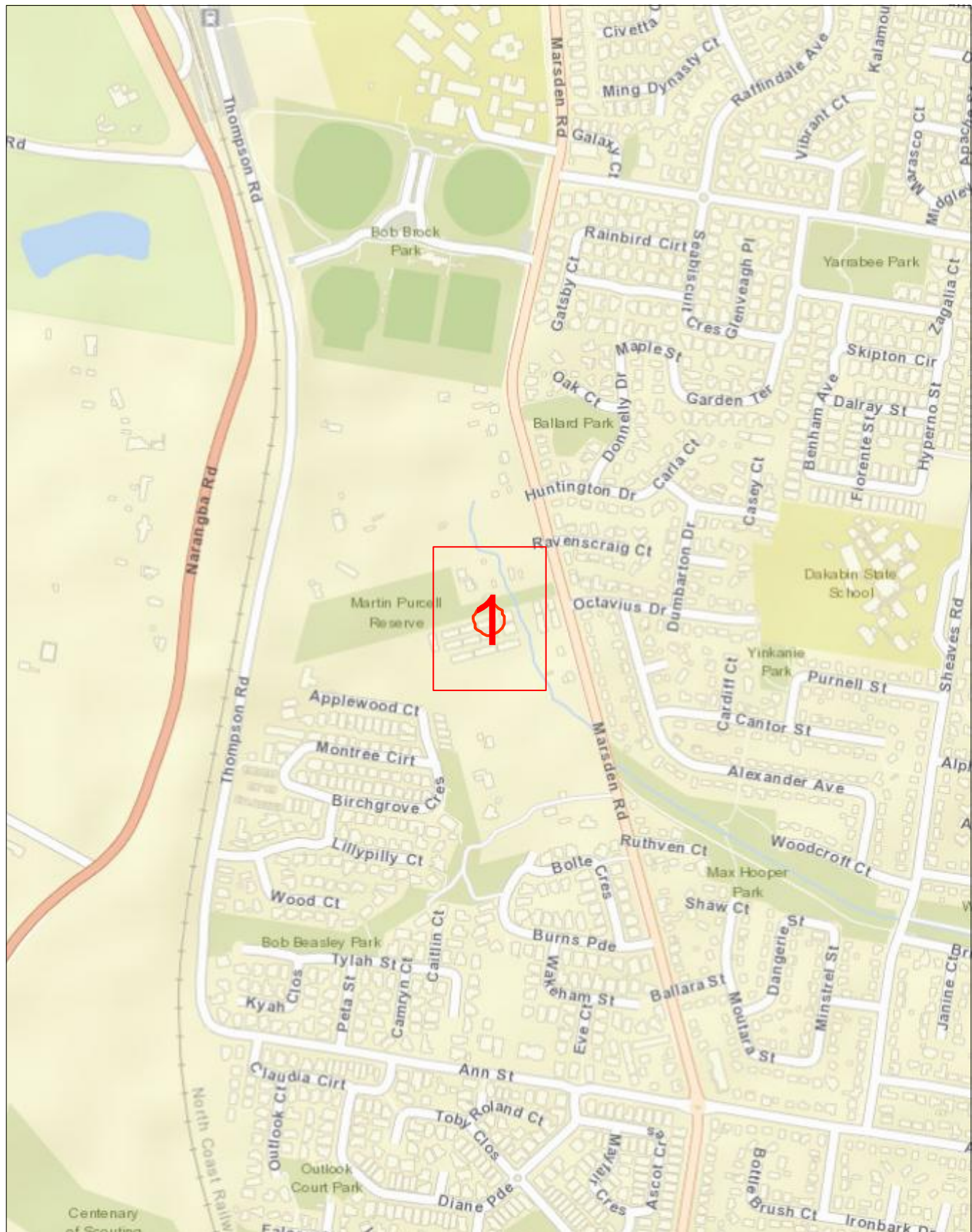


*2471 500274139006746055

Payment Amount: \$583.90

Site 209 Marsden Road
Address: Kallangur
QLD 4503

Sequence 258508961
Number:



Scale 1: 6000

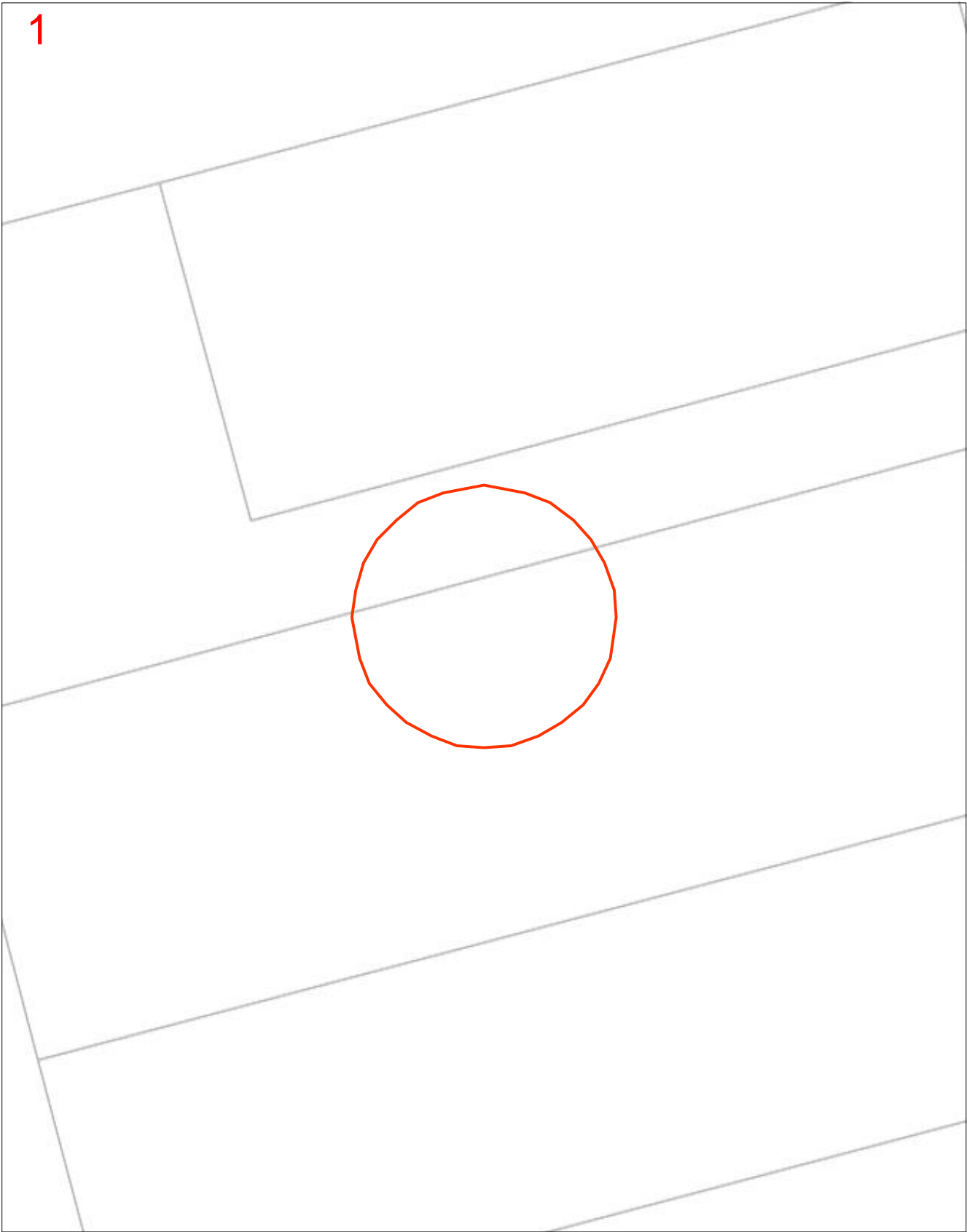
Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area

Map Key Area





Enquiry Area



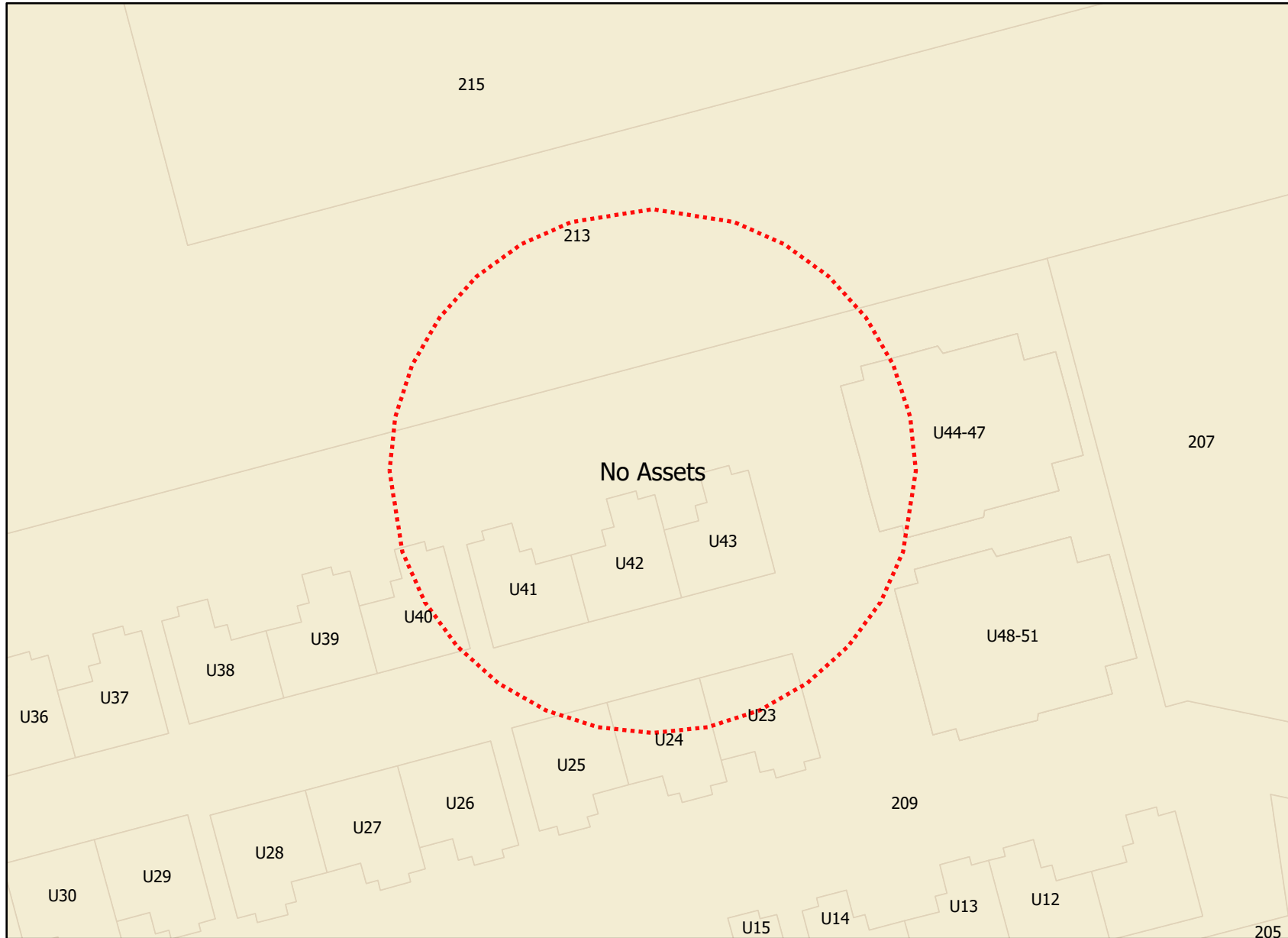
Map Key Area



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

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 Moreton Bay Regional 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.

In an emergency contact Moreton Bay Regional Council on 1300 477 161

[Index Sheet](#)

Plans generated by SmarterWX™ Automate

0 5 10 20
m



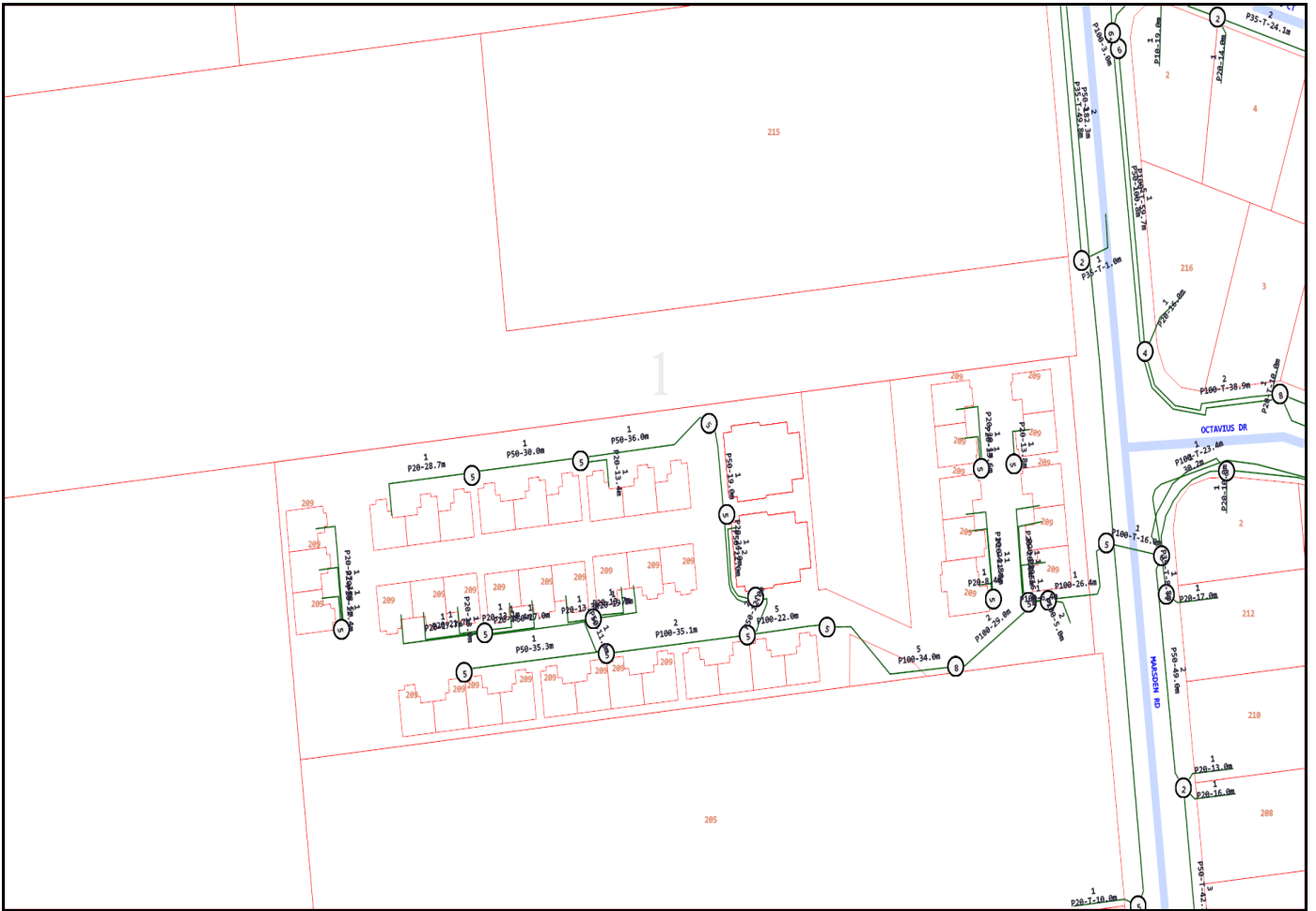
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LEGEND

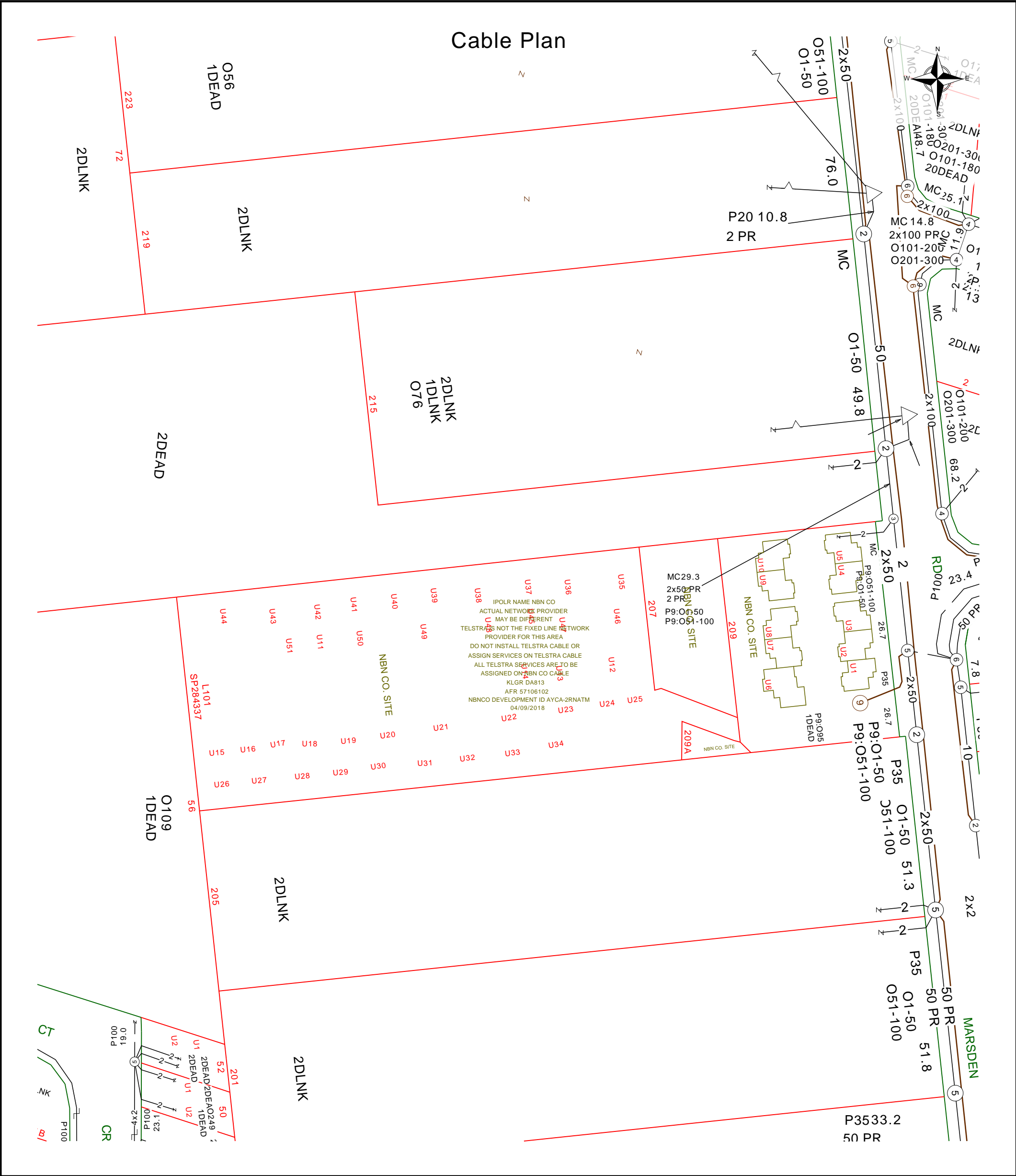



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) 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



Emergency Contacts

You must immediately report any damage to the **nbn™** network that you are/become aware of. Notification may be by telephone - 1800 626 329.



	<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: 258508959</p>
	<p>TELSTRA LIMITED A.C.N. 086 174 781</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.

Mains Cable Plan



	<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: 258508959</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>
<p>TELSTRA LIMITED A.C.N. 086 174 781</p> <p>Generated On 25/07/2025 10:51:37</p>		

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

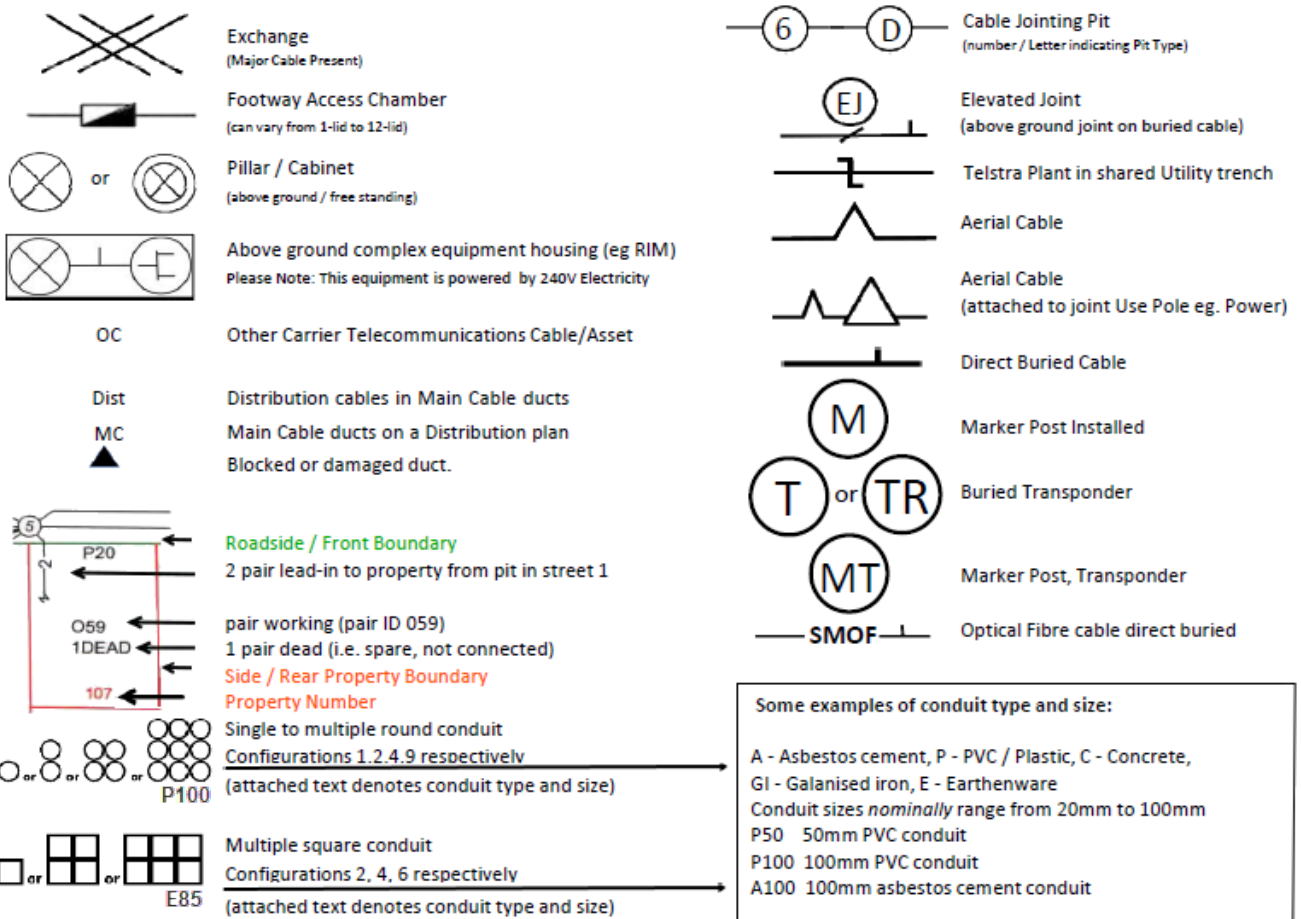
WARNING

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

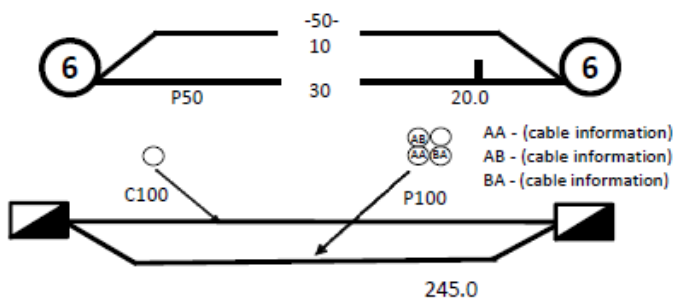
LEGEND



Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete,
GI - Galanised iron, E - Earthenware
Conduit sizes *nominally* range from 20mm to 100mm
P50 50mm PVC conduit
P100 100mm PVC conduit
A100 100mm asbestos cement conduit

Some Examples of how to read Telstra Plans



One 50mm PVC conduit (P50) containing a 50-pair and a 10-pair cable between two 6-pits, approximately 20.0m apart, with a direct buried 30-pair cable along the same route

Two separate conduit runs between two footway access chambers (manholes) approximately 245m apart A nest of four 100mm PVC conduits (P100) containing assorted cables in three ducts (one being empty) and one empty 100mm concrete duct (C100) along

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

UNITYWATER BYDA MAP

Sequence Number: 258508958
Job Number: 50747225
Printed On: 25/07/2025

Emergency Situations
Call Unitywater:
1300 086 489

This information on this plan is valid
for 30 days from "Printed On" date.

Legend

Extent of Unitywater Area

Water

Water Pump Station

Water Service

Water Valve

Water Pipe (Abandoned)

Water Hydrant

Water Fitting

Water Main

Trunk Main

Reticulation Main

Sewer

Sewer Pump Station

Sewer Maintenance Hole

Sewer Valve

Sewer Fitting

Sewer Gravity Main

Trunk Main

Reticulation Main

Overflow Main

Sewer Pipe (Abandoned)

Sewer Pressure Main

Pressure Sewer

Rising Main

Vacuum Main

Pressure Sewer Service

Sewer Service

Recycled Water

Recycled Water Pump Station

Recycled Water Valve

Recycled Water Hydrant

Recycled Water Fitting

Recycled Water Pipe (Abandoned)

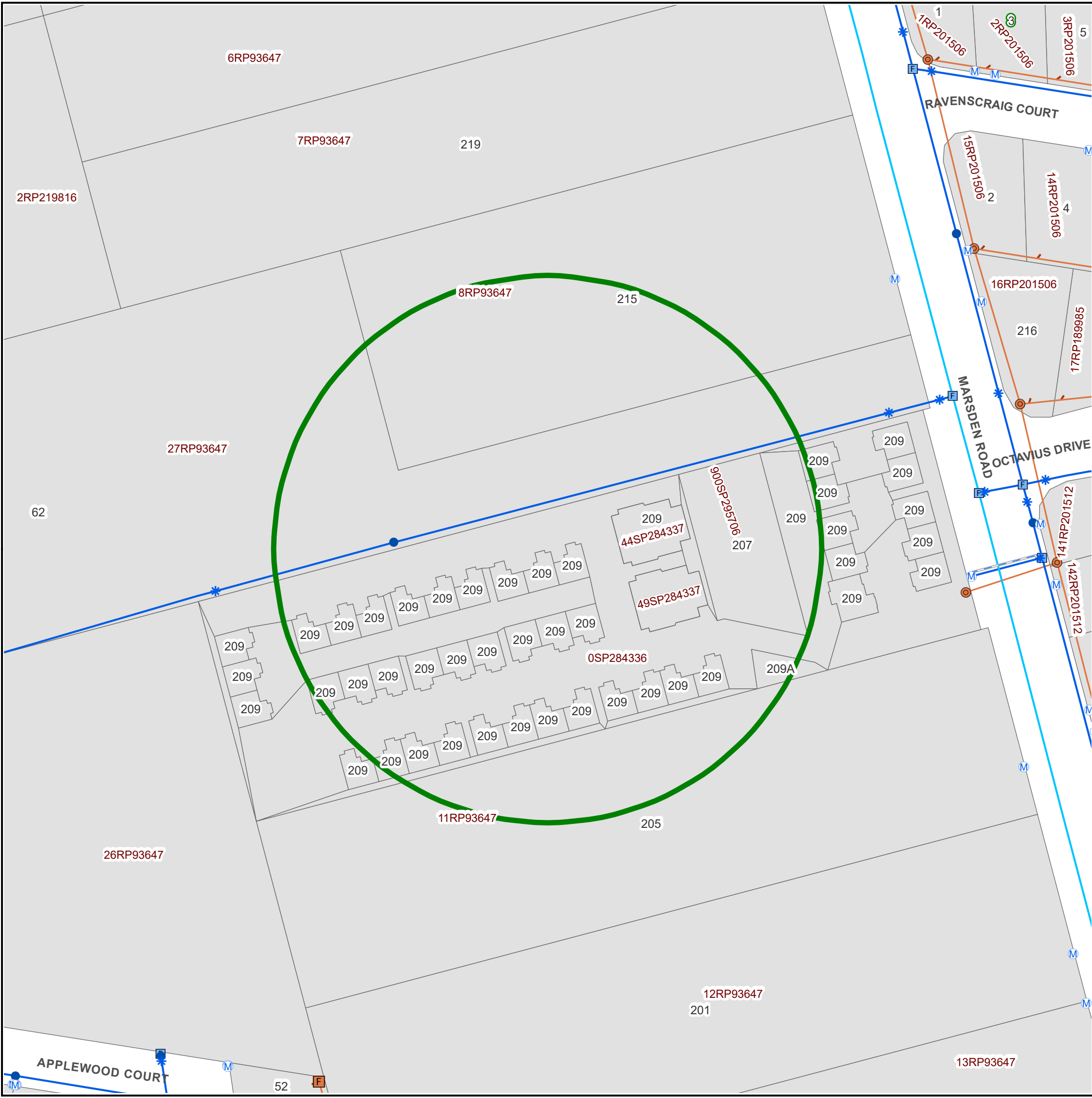
Recycled Water Main

Map Tile: 1
Scale: 1:1000
(If printed at 100%
on A3 size paper)



Before You Dig Australia
PO Box 953
Caboolture QLD 4510
Inquiries: 1300 0 Unity (1300 086 489) Email: dbyd@unitywater.com

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Scheme Name: MAGNOLIA PREMIUM TOWNHOMES COMMUNITY TITLES SCHEME 49940

Body Corp. Addr: KBW COMMUNITY MANAGEMENT PTY LTD
124 BRISBANE ROAD
MOOLOOLABA QLD
4557

COMMUNITY MANAGEMENT STATEMENT No: 49940

Title	Lot	Plan
51090979	CP	SP 284336
51090980	1	SP 284336
51090981	2	SP 284336
51090982	3	SP 284336
51090983	4	SP 284336
51090984	5	SP 284336
51090985	6	SP 284336
51090986	7	SP 284336
51090987	8	SP 284336
51090988	9	SP 284336
51090989	10	SP 284336
51108824	11	SP 284337
51108825	12	SP 284337
51108826	13	SP 284337
51108827	14	SP 284337
51108828	35	SP 284337
51108829	36	SP 284337
51108830	37	SP 284337
51108831	38	SP 284337
51108832	39	SP 284337
51108833	40	SP 284337
51108834	41	SP 284337
51108835	42	SP 284337
51108836	43	SP 284337
51108837	44	SP 284337
51108838	45	SP 284337
51108839	46	SP 284337
51108840	47	SP 284337
51108841	48	SP 284337
51108842	49	SP 284337
51108843	50	SP 284337
51108844	51	SP 284337
51136634	15	SP 284338
51136635	16	SP 284338
51136636	17	SP 284338
51136637	18	SP 284338
51136638	19	SP 284338
51136639	20	SP 284338
51136640	21	SP 284338
51136641	22	SP 284338
51136642	23	SP 284338
51136643	24	SP 284338
51136644	25	SP 284338

Title	Lot	Plan
51136645	26	SP 284338
51136646	27	SP 284338
51136647	28	SP 284338
51136648	29	SP 284338
51136649	30	SP 284338
51136650	31	SP 284338
51136651	32	SP 284338
51136652	33	SP 284338
51136653	34	SP 284338

COMMUNITY MANAGEMENT STATEMENT Dealing No: 718625310

** End of CMS Search Statement **

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

QUEENSLAND TITLES REGISTRY

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

GENERAL REQUEST

FORM 14 Version 4

Page 1 of 1

Duty Imprint



NR 470

1. Nature of request Request to record New Community Management Statement for Magnolia Premium Townhomes Community Title Scheme 49940	Lodger (Name, address, E-mail & phone number) Thompson McNichol Suite 5, 32 Aerodrome Road Maroochydore QLD 4558 Tel: (07) 5443 1566 Ref: PM:150889 Email: mail@tml.com.au	Lodger Code 079
---	--	---------------------------

2. Lot on Plan Description Common Property of Magnolia Premium Townhomes Community Titles Scheme 49940	Title Reference 51090979
---	------------------------------------

3. Registered Proprietor/State Lessee
 BODY CORPORATE FOR MAGNOLIA PREMIUM TOWNHOMES COMMUNITY TITLES SCHEME 49940

4. Interest
 FEE SIMPLE

5. Applicant
 BODY CORPORATE FOR MAGNOLIA PREMIUM TOWNHOMES COMMUNITY TITLES SCHEME 49940

6. Request

I hereby request that: the New Community Management Statement deposited herewith be recorded as the Community Management Statement for "Magnolia Premium Townhomes Community Titles Scheme" with amendments being made to Item 4 and Schedule A and E by the addition of further lots, by inserting "Not applicable" in schedule B, addition of new Plans A and B and removal of Concept Plan C.

7. Execution by applicant

NEIL ROBERT MCNICHOL, Solicitor

11/03/2018

Execution Date Applicant's or Solicitor's Signature

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

49940

This statement incorporates and must
include the following:

Office use only
CMS LABEL NUMBER

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

1. **Name of community titles scheme**
Magnolia Premium Townhomes Community Titles
Scheme

2. **Regulation module**
Accommodation Module

3. **Name of body corporate**
Body Corporate for Magnolia Premium Townhomes Community Titles Scheme

4. Scheme land		Title Reference
Lot on Plan Description		
See Enlarged Panel		See Enlarged Panel

5. **#Name and address of original owner**
Marsden Road Pty Ltd ACN 601 903 119
24 Smith Street, Mooloolaba, QLD 4557

6. **Reference to plan lodged with this statement**
Survey Plan 284338

first community management statement only

7. **Local Government community management statement notation**

Not applicable pursuant to s60(6) of the *Body Corporate and Community Management Act 1997*
.....signed
.....name and designation
.....name of Local Government

8. **Execution by original owner/Consent of body corporate**



01/03/2018

Execution Date

Body Corporate for Magnolia Premium Townhomes
CTS49940 by Donald Leslie Moffatt, the nominee of
the Original Owner, Marsden Road Pty Ltd ACN 601
903 119, who is the holder of all executive positions
on the committee.

*Execution

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

Privacy Statement

Collection of 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.

4. **Scheme land**

Lot on Plan Description	Title Reference
Common Property of Magnolia Premium Townhomes Community Titles Scheme	To issue
Lot 1 on SP 284336	51090980
Lot 2 on SP 284336	51090981
Lot 3 on SP 284336	51090982
Lot 4 on SP 284336	51090983
Lot 5 on SP 284336	51090984
Lot 6 on SP 284336	51090985
Lot 7 on SP 284336	51090986
Lot 8 on SP 284336	51090987
Lot 9 on SP 284336	51090988
Lot 10 on SP 284336	51090989
Lot 11 on SP 284337	51108824
Lot 12 on SP 284337	51108825
Lot 13 on SP 284337	51108826
Lot 14 on SP 284337	51108827
Lot 15 on SP 284338	To issue
Lot 16 on SP 284338	To issue
Lot 17 on SP 284338	To issue
Lot 18 on SP 284338	To issue
Lot 19 on SP 284338	To issue
Lot 20 on SP 284338	To issue
Lot 21 on SP 284338	To issue
Lot 22 on SP 284338	To issue
Lot 23 on SP 284338	To issue
Lot 24 on SP 284338	To issue
Lot 25 on SP 284338	To issue
Lot 26 on SP 284338	To issue
Lot 27 on SP 284338	To issue
Lot 28 on SP 284338	To issue
Lot 29 on SP 284338	To issue
Lot 30 on SP 284338	To issue
Lot 31 on SP 284338	To issue
Lot 32 on SP 284338	To issue
Lot 33 on SP 284338	To issue

Lot 34 on SP 284338	To issue
Lot 35 on SP 284337	51108828
Lot 36 on SP 284337	51108829
Lot 37 on SP 284337	51108830
Lot 38 on SP 284337	51108831
Lot 39 on SP 284337	51108832
Lot 40 on SP 284337	51108833
Lot 41 on SP 284337	51108834
Lot 42 on SP 284337	51108835
Lot 43 on SP 284337	51108836
Lot 44 on SP 284337	51108837
Lot 45 on SP 284337	51108838
Lot 46 on SP 284337	51108839
Lot 47 on SP 284337	51108840
Lot 48 on SP 284337	51108841
Lot 49 on SP 284337	51108842
Lot 50 on SP 284337	51108843
Lot 51 on SP 284337	51108844

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

Lot on Plan	Contribution	Interest
Lot 1 on SP 284336	54	20
Lot 2 on SP 284336	54	19
Lot 3 on SP 284336	54	20
Lot 4 on SP 284336	54	20
Lot 5 on SP 284336	54	20
Lot 6 on SP 284336	64	25
Lot 7 on SP 284336	54	20
Lot 8 on SP 284336	54	20
Lot 9 on SP 284336	54	20
Lot 10 on SP 284336	54	20
Lot 11 on SP 284337	54	19
Lot 12 on SP 284337	54	19
Lot 13 on SP 284337	54	19
Lot 14 on SP 284337	54	19
Lot 15 on SP 284338	54	20
Lot 16 on SP 284338	54	19
Lot 17 on SP 284338	54	19
Lot 18 on SP 284338	54	20
Lot 19 on SP 284338	54	20
Lot 20 on SP 284338	54	19
Lot 21 on SP 284338	54	19
Lot 22 on SP 284338	54	20
Lot 23 on SP 284338	54	20
Lot 24 on SP 284338	54	19
Lot 25 on SP 284338	54	20
Lot 26 on SP 284338	54	20
Lot 27 on SP 284338	54	19
Lot 28 on SP 284338	54	20
Lot 29 on SP 284338	54	20
Lot 30 on SP 284338	54	19
Lot 31 on SP 284338	54	20
Lot 32 on SP 284338	54	20
Lot 33 on SP 284338	54	20
Lot 34 on SP 284338	54	20
Lot 35 on SP 284337	54	20
Lot 36 on SP 284337	54	20
Lot 37 on SP 284337	54	20
Lot 38 on SP 284337	54	20
Lot 39 on SP 284337	54	20
Lot 40 on SP 284337	54	20
Lot 41 on SP 284337	54	20

Lot 42 on SP 284337	54	20
Lot 43 on SP 284337	54	20
Lot 44 on SP 284337	50	18
Lot 45 on SP 284337	45	18
Lot 46 on SP 284337	45	18
Lot 47 on SP 284337	50	18
Lot 48 on SP 284337	50	19
Lot 49 on SP 284337	45	19
Lot 50 on SP 284337	45	19
Lot 51 on SP 284337	50	18
TOTALS	2712	1000

Explanation of Contribution and Interest Schedule Lot Entitlements

Principles for deciding the contribution lot entitlements and the interest lot entitlements for the scheme as required by the Body Corporate and Community Management Act 1997 (as amended) section 46 and sections 66(1)(db) and 66(1)(dc):

Contribution schedule lot entitlements for the scheme are not equal and have been allocated having regard to the equality principle.

On the basis of the equality principle, it is just and equitable for there to be a variation in the contribution schedule lot entitlements for the scheme. The difference in lot entitlements recognizes that:

1. the expenditures contained in the administrative fund do not impact on how much each lot should contribute to body corporate costs such as secretarial fees, audit fees, printing, postage, outlays, public liability insurance and other administrative items and have therefore been factored into allocations on an equal basis;
2. all of the lots will be used for residential purposes, and are part of Buildings on Building Format Plans. One of the residential unit lots may also be used for the operation of the on-site management;
3. the structure of the scheme creates lots of unequal areas and therefore impacts on how much each lot should contribute towards expenditure provided for in the sinking fund for the repair and maintenance of common property. The scheme structure impacts on allocations in the following ways:
 - (a) All lots are part of a building format plan.
 - (b) The external surface areas of each lot which as part of the common property comprise, amongst other things, features such as external walls and roofing including guttering and downpipes which require painting or other forms of maintenance.
 - (c) These all require maintenance and replacement. Therefore lots that enjoy a greater amount of these have a greater lot entitlement and contribution.

Interest schedule lot entitlements for the Community Titles Scheme have been calculated using the market value principle.

That is, the Interest Schedule Lot Entitlements reflect the respective market values of the Lots except to the extent to which it is just and equitable in the circumstances for the individual lot entitlements not to reflect the respective market values of the Lots.

The Interest Schedule Lot Entitlements reflect the respective market values of the Lots.

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

Not applicable.

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

1. Noise and Nuisance

- 1.1 The Owner or Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- 1.2 All musical instruments, radios, television sets and sound equipment shall be controlled so that:
 - (a) The sound is reasonable;
 - (b) The sound does not cause any annoyance to the other Owners or Occupiers of Lots;
 - (c) They are not used or operated between the hours of 10.00pm and 8.00am in such a manner as to be audible at all to any other Owner or Occupier of a Lot.
- 1.3 The Owner or Occupier of a Lot shall not hold or permit to be held any social gathering in the Lot in which there shall occur any noise which interferes with the peace and quietness of any other Owner or Occupier of a Lot, at any time of day or night.
- 1.4 Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 9.00am to 7.00pm. Practising during the said hours is permissible but for no longer than one (1) hour at a time and for a total of no more than two (2) hours in any day.
- 1.5 No noxious or offensive trade or activity shall be carried out upon any Lot or the Common Property nor shall anything be done which may cause an annoyance or a nuisance to the neighbourhood or the Owners or Occupiers of other Lots or which may in any way interfere with the peace and quiet enjoyment of any person lawfully on any Lot or on the Common Property.
- 1.6 No items which may interfere with television or radio reception in any lot shall be located, used or placed on any part of a Lot or the Common Property or exposed to the view from any other Lot or the Common Property without the prior written approval of the Body Corporate.
- 1.7 *The Body Corporate shall have the right to reasonably determine if any noise, odour, interference or activity producing such noise, odour or interference constitutes a breach of or otherwise contravenes this by-law 1.*
- 1.8 An Owner or Occupier:
 - (a) must not install or cause to be installed or placed in or upon any part of the Lot, hard flooring such as timber, tiles, marble or any such similar material ("the Works") unless the Owner has first obtained written approval from the Body Corporate. The Body Corporate may impose conditions upon the granting of such approval;
 - (b) must comply with any conditions imposed by the Body Corporate when granting its approval to the Works including any conditions which are imposed to prevent noise arising in any way out of the installation or use of the Works from being transmitted from the Lot to another lot;
 - (c) acknowledges that any approval by the Body Corporate to the Works does not in any way relieve the Owner of his responsibility under this by-law; and
 - (d) agrees that in the event that any noise arises in any way out of the installation or use of the Works which is transmitted from the Lot to another lot, then the Owner will, at his expense, remove the Works from the Lot upon receiving written notice from the Body Corporate to do so, or otherwise must comply with any reasonable direction given by the Body Corporate to mitigate any such noise.

2. Vehicles

- 2.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
 - (a) Park a vehicle, or allow a vehicle to stand on the Lot or the Common Property except wholly within the parking spaces designated for parking within the Lot or within an exclusive use area granted to the Lot for that purpose; or

- (b) Permit an Invitee to park a vehicle or allow a vehicle to stand on the Common Property with the exception of:
 - (i) a commercial vehicle parked for the purposes of making deliveries to the Lot but only for a period of time reasonably necessary to make such delivery; and
 - (ii) a private vehicle of an Invitee of an Owner or Occupier of a Lot within those parts of the Common Property designated as visitor parking provided that visitors are not permitted to park in such areas for any period exceeding 24 hours (or such other period as determined by the Committee from time to time) without the prior written approval of the Body Corporate
- 2.2 The Owner or Occupier of a Lot must not conduct or permit to be conducted repairs or restorations of any motor vehicle, boat trailer or other vehicle upon the Lot or the Common Property. Vehicles may only be washed in an area designated for this purpose by the Body Corporate, if any.
- 2.3 The Owner or Occupier of a Lot must not park, store or leave unattended any vehicle, boat, boat trailer, caravan, surfboard, surfski, windsurfer, sailboard or like object either:
 - (a) On the Common Property; or
 - (b) on a Lot other than wholly within an area designed for such purpose, without the prior written approval of the Body Corporate.
- 2.4 Any approval under this by-law 2 must state the period for which it is given, provided that the Body Corporate may cancel any such approval at any time by giving 24 hours written notice to the Owner or Occupier.
- 2.5 Vehicles must at all times be driven safely and at a safe speed.
- 2.6 The Committee may remove, at the expense of the vehicle's owner, vehicles parked illegally on Common Property by towing or other means.
- 3. Obstruction**

The Owner or Occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.
- 4. Damage to Lawns etc**
 - 4.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
 - (a) damage a lawn, garden, tree, shrub, plant or flower on the Common Property;
 - (b) use a part of the Common Property as a garden; or
 - (c) re-vegetate or landscape any part of the Common Property.
 - 4.2 An approval under by-law 4.1 must state the period and purpose for which it is given, provided that the Body Corporate may cancel any such approval at any time by giving seven (7) days' notice to the Owner or Occupier.
 - 4.3 *This by-law does not apply to exclusive use areas granted to a Lot as a courtyard, private yard or other similar use.*
- 5. Damage to Common Property**

The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or otherwise damage or deface a structure that forms part of the Common Property.
- 6. Behaviour of Invitees**
 - 6.1 The duties and obligations imposed by these by-laws on any Owner or Occupier of a Lot shall be observed not only by the Owner and Occupier but by the Invitees of the Owner or Occupier.
 - 6.2 The Owner or Occupier of a Lot must take reasonable steps to ensure that their respective Invitees comply with these by-laws at all times and do not behave in a way likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

- 6.3 The Owner of a Lot shall be liable to compensate the Body Corporate in respect of any damage to the Common Property or any loss sustained by the Body Corporate arising out of the actions of the Owner or Occupier's Invitees.

7. Rubbish

- 7.1 The Owner or Occupier of a Lot must not discard or leave rubbish or other materials on the Lot or the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else or which would detract from the overall amenity of the Common Property or the Lot and its surrounds.
- 7.2 The Owner or Occupier of a Lot must not throw or allow to fall any paper, cigarette butts, rubbish or other thing from the windows, doors or balcony of the Lot at any time.

8. Appearance of Lot

- 8.1 The Owner or Occupier of a Lot must not, without the Committee's written approval:
- (a) Make any change to the Lot or affix anything to the Lot whether external or internal which affects the external appearance of the Lot;
 - (b) Make any structural alteration to the Lot (including alterations to any utility services, installation of any air conditioning system or altering, removing or adding internal walls or enclosing a balcony);
 - (c) hang washing, bedding or other cloth articles on the Lot if the article is visible from outside the Lot; or
 - (d) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from outside the Lot provided that this by-law does not apply to a standard sized sign advertising the Lot for sale or lease and in which case the Owner or Occupier may erect one such sign on the Lot.
- 8.2 The Owner or Occupier of a Lot from time to time shall cause all external parts of the Lot including all plants, gardens and paved areas within the Lot and any Common Property area for which the Owner has been granted exclusive use to be kept in a neat and tidy condition and in the case of any plants and gardens shall ensure that they:
- (a) are properly mowed, trimmed and irrigated at all times,
 - (b) do not extend beyond the boundaries of the Lot or exclusive use area, and
 - (c) do not obstruct the views from another Lot or interfere with the use and enjoyment of another lot.
- 8.3 The Owner or Occupier of a Lot must not bring upon, grow or maintain upon a Lot or the Common Property any plants or seeds infected by disease or noxious insects or which are noxious plants according to any schedule or list of noxious plants from time to time published by the Local Authority.

9. Storage of Flammable Materials

- 9.1 The Owner or Occupier of a Lot shall not, without the Committee's written approval, store a flammable substance on the Common Property.
- 9.2 The Owner or Occupier of a Lot must not, without the Committee's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.
- 9.3 However, this section does not apply to the storage of fuel in:
- (a) the fuel tank of a vehicle, boat or internal combustion engine; or
 - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

10. Garbage Disposal

- 10.1 Unless the Body Corporate provides some other way of garbage disposal, the Owner or Occupier of a Lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate from time to time for that purpose.
- 10.2 The Owner or Occupier of a Lot must:
- (a) comply with all Local Authority laws about disposal of garbage; and

- (b) ensure that he or she does not, in disposing of garbage adversely affect the health, hygiene or comfort of the Owners and Occupiers of other Lots.

10.3 The Body Corporate may make rules for the storage and disposal of garbage from time to time.

11. Keeping of Animals

11.1 An Owner or Occupier of a Lot must not, and must not permit an invitee to, bring an animal onto or keep an animal on the Lot without the prior written consent of the Committee, subject to the provisions of the Act and the *Guide Dogs Act 1972*.

11.2 The Committee may consent on conditions it sees fit, including that:

- (a) the animal weighs less than 10kg,
- (b) the animal is properly restrained by leash or otherwise whenever it is on the Common Property,
- (c) the Owner or Occupier cleans up after the animal,
- (d) the animal wears a form of identification, and
- (e) the animal does not cause undue noise or behave in a manner which interferes with the peaceful enjoyment of Owners or Occupiers of other Lots.

11.3 If the Committee has consented to an Owner or Occupier keeping an animal, and the Body Corporate receives written complaints from at least two (2) other Owners or Occupiers of other Lots which the Committee deems are reasonable, then the Committee may issue a written warning to the Owner or Occupier of the Lot upon which the animal the subject of the complaint is kept. If the Body Corporate receives further complaints by at least two (2) Owners or Occupiers of other Lots (whether they are the same persons who made the initial complaint or not) the Committee may give written notice to the Owner or Occupier of the Lot upon which the animal the subject of the complaint is kept, that the consent to keep the animal is revoked and that the Owner or Occupier can no longer keep that particular animal on the Lot in which case the Owner or Occupier must remove the animal from the Lot.

11.4 It is expressly recognised that a dog barking when a person approaches the Lot in which the dog is kept does not constitute grounds for a valid complaint unless the barking is excessive.

12. Use of Lots

12.1 Lots may only be used for residential purposes except if the Lot is owned by a Service Contractor or Letting Agent for the Scheme then it may be used for purposes authorised by the terms of engagement with the Body Corporate.

12.2 The Owner or Occupier of a Lot must not use that Lot for any purpose which may be illegal or injurious to the reputation of the Body Corporate or the Community Title Scheme.

12.3 The Owner or Occupier of a Lot must at all times comply with all statutes, regulations, Local Authority by-laws and other laws regarding the use and occupation of the Lot or the Common Property.

13. Windows and Plate Glass

13.1 The Owner or Occupier of a Lot shall at their expense:

- (a) keep all accessible windows and any plate glass in the Lot clean;
- (b) promptly replace with new glass of the same kind and weight any broken or cracked glass.

14. Insurance

14.1 The Owner or Occupier of a Lot shall not bring onto, do or keep anything in his Lot which may:

- (a) void any insurance policy in respect of the Lot or the Common Property;
- (b) increase the rate of fire insurance for the Lot or the Common Property;
- (c) conflict with the laws, regulations or ordinances relating to fires on any insurance policy upon the Lot or the Common Property.

15. Manager

- 15.1 The Manager and/or a letting agent appointed pursuant to a Letting Agreement by the Body Corporate ("Letting Agent") may display signs and notices on the Scheme Land reasonably required for the purposes of carrying out the Manager's duties or conducting the business of a letting agent providing they are commensurate with the overall appearance of the Scheme.
- 15.2 Any signs affixed by the Manager or letting agent must comply with the requirements of the Local Authority.
- 15.3 While the Manager and/or letting agent hold an appointment from the Body Corporate to act as manager and letting agent respectively they may provide their services and carry on their business (including from any lot within the Scheme) to the exclusion of the Body Corporate and all others.
- 15.4 Nothing in these by-laws prevents the Manager from acting as an offsite manager/caretaker and/or carrying on a business as offsite letting agent for any other scheme or development.

16. Use by Original Owner

- 16.1 The Original Owner may use all reasonable efforts to sell or lease Lots in the Scheme including:
- (a) erecting signs on Common Property; and
 - (b) having display Lots.

17. Water Use

- 17.1 The Owner or Occupier of a Lot shall not waste the water and shall see that all water taps in the Lot are promptly turned off after use and do not leak.
- 17.2 The water conveniences, and apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water conveniences or apparatus, pipes and drains from misuse or negligence shall be borne by the Owner or Occupier whether the same is caused by his own actions or his Invitees.

18. Notice of Accidents and Defects

- 18.1 An Owner or Occupier of a Lot shall give the Body Corporate prompt notice of any accident or injury which occurs to any person or property on the Common Property (including the exclusive use areas) which comes to his knowledge and if requested by the Committee shall co-operate with the Body Corporate and give the Body Corporate a written statement detailing what occurred.
- 18.2 An Owner or Occupier of a Lot shall give the Body Corporate prompt notice of any damage to or defect in the water pipes, gas pipes, electric installations, fixtures, roads, pool, barbeque area or any other service or facility on the Common Property which comes to his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the Common Property as often as may be necessary and may enter and undertake works on any Lot for this purpose.

19. Lot Inspection

- 19.1 Upon one business days' notice in writing from the Committee, the Body Corporate and its servants, agents and contractors shall be permitted to inspect any Lot and to test any services running through the Lot and repair any leakage or defect in the said services (at the expense of the Owner in cases where such leakage or defect is due to any act or default of the Owner or Occupier). If not so permitted they may effect an entry. The Body Corporate, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the Owner or Occupier as is reasonable in the circumstances.

20. Auctions/Garage Sales

- 20.1 The Owner or Occupier of a Lot (other than the Original Owner) shall not permit, without the written approval of the Committee:
- (a) an auction sale to be conducted or to take place in the Lot in such a manner as to allow the persons attending at such auction to congregate upon the Common Property or to be in breach of by-law 1 (Noise and Nuisance), by-law 2 (Vehicles), by-law 3 (Obstruction) or by-law 6 (Behaviour of Invitees);
 - (b) a real estate agent engaged by the Owner or Occupier to sell the Lot or promote the Lot by using it as a sales office; or
 - (c) any flea market, jumble sale, clearance sale or the like, whether by private treaty or auction to be conducted or to take place in the Lot or on the Common Property.
- 20.2 The Owner or Occupier of a Lot proposing to conduct any auction sale on that Lot shall provide the Body Corporate with written particulars in relation to the conduct of such auction at least 14 days prior to the auction.
- 20.3 *This by-law does not prevent an Owner or Occupier from conducting within the Lot up to one garage sale per year for a duration of no more than 2 hours. The Owner or Occupier must use their best endeavours to reduce any inconvenience to other Owners and Occupiers.*

21. Bicycles/Skateboards

- 21.1 The Owner or Occupier of a Lot shall not use skates, skateboards, rollerblades or the like on the Common Property.
- 21.2 The Body Corporate may make rules in relation to the operation of bicycles, scooters and the like on the Common Property from time to time.

22. Vermin

All Lots shall be kept clean and all critical steps shall be taken to prevent infestation by vermin and/or insects.

23. Direction to Workmen

- 23.1 The Owner or Occupier of a Lot shall not:
- (a) directly instruct any contractors or workmen employed by the Body Corporate unless so authorised; or
 - (b) obstruct or interfere with contractors or workmen employed by the Body Corporate carrying out the work they were employed to do.

24. Recovery of Restoration Costs

- 24.1 Where an Owner or Occupier of a Lot commits any breach of the Act, the Regulation Module applying to the Scheme, these by-laws or any rule made by the Body Corporate under these by-laws the Body Corporate may serve written notice on the Owner or Occupier of the Lot requiring the said breach to be remedied. If the breach has not been remedied within 14 days of receiving such written notice from the Body Corporate, the Body Corporate may (without prejudice to any other remedy the Body Corporate may have at law or in equity) do all things necessary to rectify the breach and may enter upon the Lot if necessary for this purpose without being liable to the Owner or Occupier of the Lot for nuisance, trespass or otherwise.
- 24.2 Where the Body Corporate expends money to make good any damage caused by a breach of the Act, the Regulation Module applying to the Scheme, these by-laws or any rule made by the Body Corporate under these by-laws by any Owner or Occupier of a Lot or any of them, the Body Corporate shall, without prejudice to any other remedy the Body Corporate may have at law or in equity, 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 the breach occurred.

25. Recovery of Legal and Other Costs

- 25.1 An Owner of a Lot shall pay on demand the whole of the Body Corporate's costs and expenses (including legal fees on an indemnity basis) as a liquidated debt incurred in relation to:
- (a) recovering levies or monies payable by the Owner or Occupier to the Body Corporate pursuant to the Act, the Regulation Module applying to the Scheme or these by-laws; and
 - (b) any proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the Owner or Occupier of the Lot, including but not limited to, applications for an Order by the Commissioner or an adjudicator and appeals to the Court.
- 25.2 In the event that the Owner fails to attend to payment of such costs and expenses after demand is made for the payment of the same, the Body Corporate may:
- (a) treat such costs and expenses as a liquidated debt and take action for recovery of the same in any Court of competent jurisdiction; and
 - (b) enter such costs and expenses against the levy account of such Owner in which case the amount of the same shall be payable to the Body Corporate upon a subsequent sale or disposal of the Owner's Lot failing which the Buyer of such Lot shall be liable to the Body Corporate for the payment of the same.

26. Notices

Owners and Occupiers or Lots shall observe the terms of any notice displayed in the Common Areas by authority of the Committee or of any statutory authority.

27. Exclusive Use Areas

- 27.1 *Exclusive use and enjoyment of certain parts of the Common Property is granted to the Occupiers of Lots from time to time as are identified in Schedule E of the Community Management Statement on the following terms and conditions. The Occupier:*
- (a) is responsible, at their own expense (and in respect of any area allocated to more than one Lot, in equal shares), for the maintenance of and operating costs and the performance of the duties of the Body Corporate in respect of the area;
 - (b) must, at their own expense (and in respect of any area allocated to more than one Lot, in equal shares), ensure that the area is at all times kept clean and tidy and in good repair;
 - (c) must only use the area for the purpose stated in Schedule E;
 - (d) *must not use the area so as to create a nuisance to other Owners or Occupiers of lots in the Scheme;*
 - (e) must not construct, demolish or alter any fixture or other structure on the area without the consent of the Body Corporate;
 - (f) must allow the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to such areas (through the Lot if necessary) for any proper purpose including inspection and maintenance thereof.

28. Further Exclusive Use Allocations

- 28.1 The Original Owner is authorised to allocate to such Lot or Lots as the Original Owner in its sole discretion determines exclusive use and enjoyment for the following purposes of any part or parts of the Common Property not subject to existing exclusive use rights:
- (a) vehicle parking: any part or parts of the Common Property designed and constructed as carpark;
 - (b) private yard: any part or parts of the Common Property designed and constructed as a private yard.
- 28.2 The authorised allocation may be made by the Original Owner giving notice in writing to the Body Corporate of the allocation within 12 months of registration of the First Community Management Statement for the Scheme.
- 28.3 Where the Original Owner makes an allocation in accordance with the provisions of this by-law, the Original Owner must bear the cost of preparation and lodgement with the Registrar of Titles of any New Community Management Statement showing the allocation made.
- 28.4 An Owner to whom an allocation of an exclusive use area is made under this By-law will be entitled to exclusive use and enjoyment of the area on the terms and conditions set out in by-law 27.

29. Security Systems

- 29.1 The Owner or Occupier of a Lot must not install on that Lot any security system which incorporates a noise alarm unless the noise alarm has an automatic cut-out which de-activates the alarm after not more than 5 minutes of sounding.
- 29.2 All security equipment installed on the Common Property and used in connection with the provision of security for the Scheme land shall be and remain the property of the Body Corporate and shall be maintained at the cost and expense of the Body Corporate.
- 29.3 The Body Corporate may, in its absolute discretion, make rules regarding:
- (a) the control of security cards or keys;
 - (b) the distribution of security cards or keys;
 - (c) deposits held as security for the care of security cards or keys;
 - (d) the right to recall security cards or keys; and
 - (e) the right to make security cards or keys inoperable.
- 29.4 Under no circumstances shall the Body Corporate be responsible or liable to an Owner or Occupier of a Lot for compensation or damages in the event of a failure of any security system put in place by the Body Corporate to operate in the manner in which it was intended or a failure to detect the operation or non-operation of any system.
- 29.5 The Owner or Occupier of a Lot must ensure that any security system on the Common Property is used in the proper manner. The loss of any security card or key will be reported to the Body Corporate without delay and the Owner or Occupier shall bear the costs of any replacement.
- 29.6 Any security personnel (if any) employed by the Body Corporate shall have the right (upon any complaint) to refuse admission onto the Scheme land of any persons that they consider will cause a nuisance to the Owners or Occupiers of Lots or lawful users of the Common Property.

30. Utility Services and Boundary Walls

- 30.1 The Owner or Occupier of a Lot must permit the Body Corporate by itself, its servants, agents, consultants or contractors full and free access to the Lot with or without necessary equipment, tools, materials and machinery and to drill, cut or dig into or break open the Lot and do such other things necessary for the purpose of:
- (a) installing, maintaining, repairing or replacing all or any cables, pipes, conduits, channels, inlets, drains, fittings or the like for the supply of all or any utility services to the Lot and any other Lots, or Common Property within the Scheme land. "Utility Services" has the same meaning as given in Schedule 4 to the *Body Corporate and Community Management Act 1997*; and
 - (b) maintaining, repairing or replacing any wall which forms part of the boundary of the Lot with the Common Property for which the Body Corporate is responsible,
- provided that the Body Corporate must restore the Lot to the condition it was in immediately prior to its right of access being exercised.

31. Bulk Supply of Utility Services

The Body Corporate may in its absolute discretion supply or engage another person to supply a utility service to the Scheme and in such case the following will apply:

- (a) The Body Corporate has the power to enter into a contract or agreement for the purchase of a utility service on the most economical basis for the whole of the Development from the relevant authority or service provider;
- (b) The Body Corporate has the power to sell a utility service to each Owner or Occupier in the Development provided however that in respect of an electricity supply, the Body Corporate's charge must generally reflect a reasonable tariff available from any electricity retailer available to the relevant Owner or Occupier;
- (c) Each Owner or Occupier must purchase and use the relevant utility service direct from the Body Corporate and must not purchase the utility service from any other source;
- (d) The Body Corporate is not required to supply to any Owner or Occupier a utility service beyond the requirements which the relevant authority or service provider could supply at any particular time;
- (e) The Body Corporate may charge for the utility service (including for the installation of, and the costs associated with, utility infrastructure for the utility service) but only to the extent necessary for reimbursing the Body Corporate for supplying the utility service;

- (f) The Body Corporate may render accounts to each Owner or Occupier and such accounts are payable to the Body Corporate within fourteen (14) days of the delivery of such an account;
- (g) In respect of an account which has been rendered pursuant to this by-law, an Owner or Occupier is liable, jointly and severally with any person who is liable to pay that account when that Owner or Occupier became the Owner or Occupier of the lot;
- (h) If an account for the supply of a utility service is not paid by its due date for payment, then the Body Corporate is entitled to disconnect the supply of the utility service to the relevant lot and/or recover the amount of the unpaid account (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction;
- (i) The Body Corporate is not responsible or liable for any failure of the supply of a utility service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description; and
- (j) The Body Corporate may from time to time determine a security deposit to be paid by each Owner or Occupier who is connected to the supply of a utility service as a guarantee against non-payment of accounts for the supply of the utility service.

32. Council Mandated Conditions

32.1 The material change of use development approval No. DA/27991/2013/VCHG/1 for the Scheme ("development approval") requires that this Community Management Statement contain the following by laws:

- (a) The fencing adjacent the parkland and all other boundary fencing is to be koala friendly fencing designed in accordance with the *Koala-Sensitive Design Guidelines – A guide to koala – sensitive design measures for planning and development activities*;
- (b) The Body Corporate is responsible for the maintenance, repair and reporting for the onsite storm water management devices located within the Scheme to ensure the design discharge parameters are maintained for the life of the development;
- (c) The Body Corporate must comply with the recommendations and requirements of the *Bushfire Management Plan* for the Scheme approved by the Local Authority;
- (d) The Body Corporate is responsible for the maintenance of any structure, including fences, retaining walls and revetment walls, located on a Lot adjacent to the Common Property boundary with public land, including roads and parks;
- (e) The Body Corporate is responsible for ongoing compliance with the landscaping and facilities requirements under the development approval;
- (f) The owners and occupiers of all Lots have unrestricted access to any recreation areas in the Common Property, other than areas allocated to a Lot under an exclusive use by-law;
- (g) The Body Corporate is responsible for the maintenance of remnant vegetation areas included within the communal open space in accordance with the development approval.

33. Body Corporate may Employ

The Body Corporate may employ, for and on behalf of the Body Corporate, such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.

34. Copy of By-laws

A copy of these by-laws (or a summary thereof approved by the Committee) shall be exhibited in a prominent place in any Lot made available for letting.

35. Definitions

35.1 In these by-laws, unless the context requires otherwise:

"Body Corporate" means the Body Corporate for the Scheme;

"Committee" means the Committee of the Body Corporate;

"Common Property" means the Common Property of the Scheme;

"Invitees" includes the tenants, guests, servants, employees, agents, children, licensees and other invitees of an Owner or Occupier as the case may be who may be on a Lot or the Common Property;

"Local Authority" means Moreton Bay Regional Council;

"**Lot**" means a lot in the Scheme, including areas allocated to the Lot under an exclusive use by-law;
"Manager" means the person or corporation appointed by the Body Corporate from time to time to, amongst other things, keep the Common Property in good order;
"Occupier" means the legal occupant from time to time of a Lot, and includes;
 (a) a tenant or lessee;
 (b) a mortgagee in possession;
 (c) an occupier of part of the lot; and
 (d) a resident Owner.
"Original Owner" means the Original Owner named in item 5 of the First Community Management Statement;
"the Act" means the *Body Corporate and Community Management Act 1997* as amended or legislation which replaces it;
"the Scheme" means the Community Title Scheme referred to in item 4 of the Community Management Statement.

36. Interpretation

36.1 Reference to:

- (a) the singular includes the plural and vice versa;
- (b) one gender includes the other;
- (c) a person includes a Body Corporate, a corporation, an unincorporated association or an authority; and
- (d) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.

36.2 "Including" and similar expressions are not words of limitation.

36.3 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

36.4 Headings are for convenience only and do not form part of these by-laws or affect interpretation.

36.5 Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning in these by-laws.

36.6 If an Owner or Occupier consists of more than one person, these by-laws bind each of them jointly and severally.

36.7 If any by-law or part of a by-law is or becomes void or unenforceable then that by-law or part will be severed from these by-laws, to the intent that all parts of these by-laws that are not or do not become void or unenforceable will remain in full force and effect unaffected by any severance.

36.8 If under these by-laws the approval of the Body Corporate or the Committee is required, it must be in writing and it may be given on conditions.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Statutory Easements

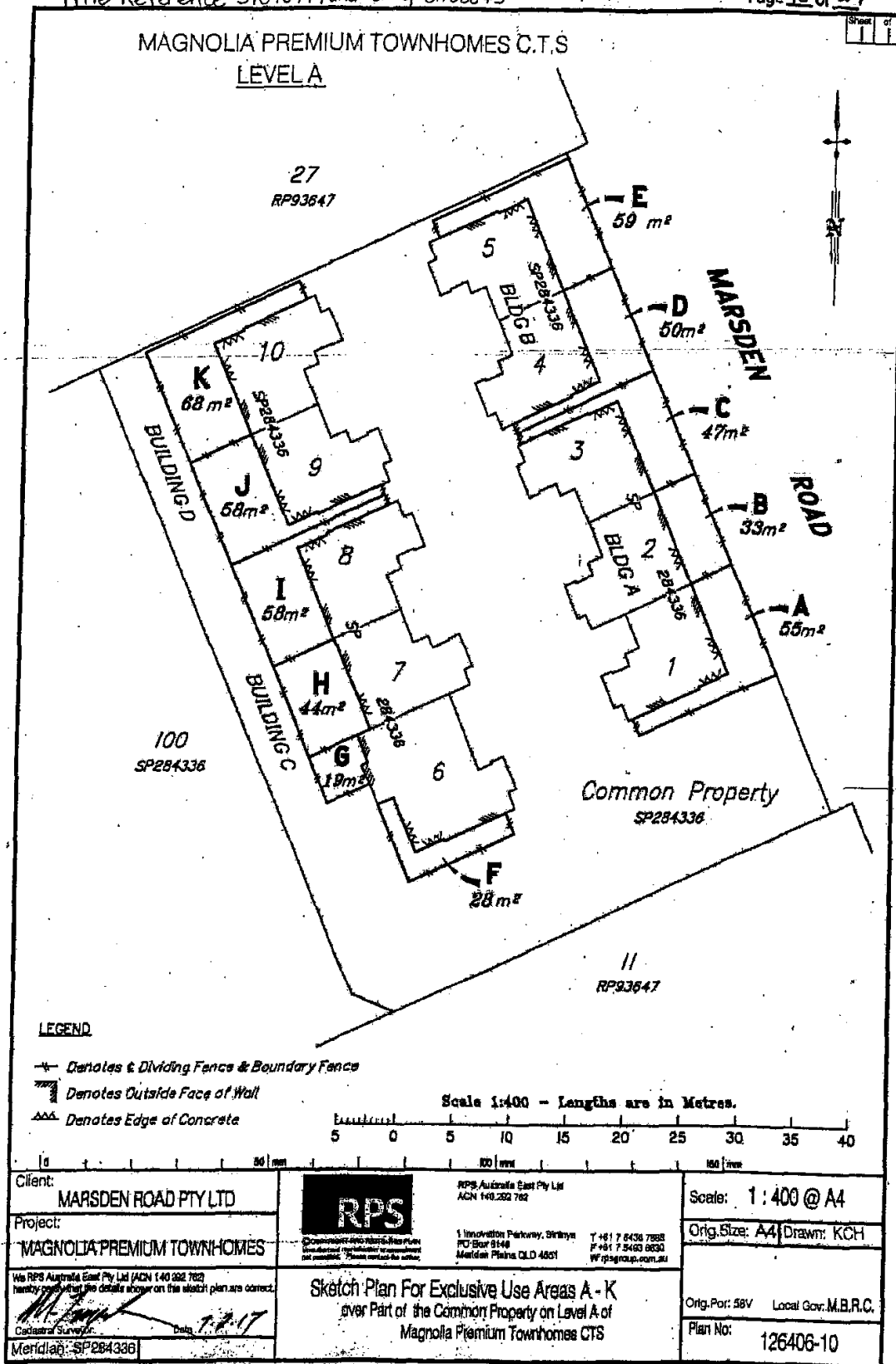
The following lots are affected (or proposed to be affected) by statutory easements as identified in the Services location diagram attached to this Community Management Statement and marked 'B'. The types of statutory easements affecting each lot are identified in the following table:

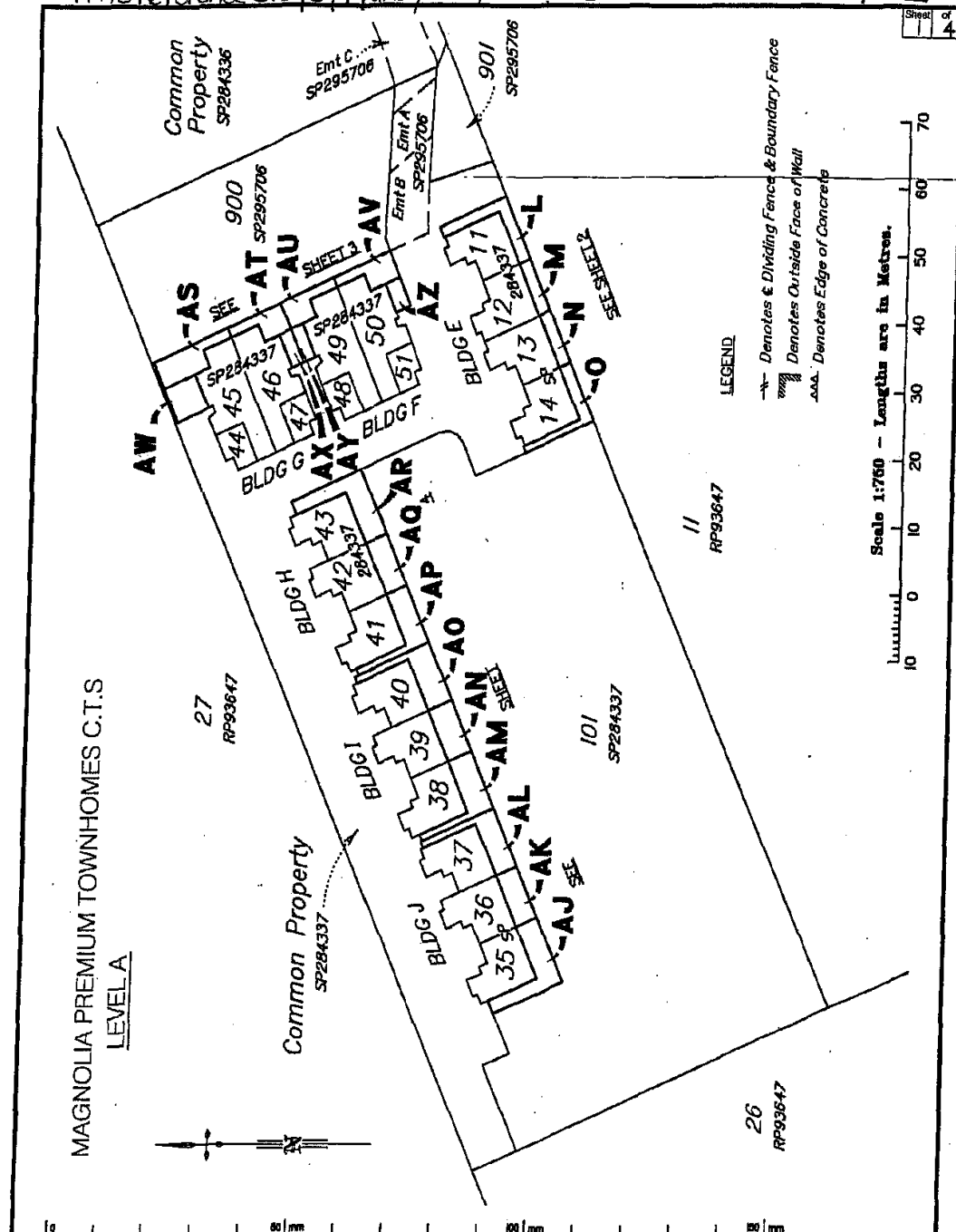
Lots on Plan or CP	Statutory Easement	Service Location Diagrams
Common Property	Support, shelter and services	B
All lots	Support, shelter and services	B

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

Lot on Plan	Exclusive Use of Area	Use	By-Law Requirement
Lot 1 on SP 284336	Area "A" on attached Plan A	Private Courtyard	By-Law 27
Lot 2 on SP 284336	Area "B" on attached Plan A	Private Courtyard	By-Law 27
Lot 3 on SP 284336	Area "C" on attached Plan A	Private Courtyard	By-Law 27
Lot 4 on SP 284336	Area "D" on attached Plan A	Private Courtyard	By-Law 27
Lot 5 on SP 284336	Area "E" on attached Plan A	Private Courtyard	By-Law 27
Lot 6 on SP 284336	Areas "F" and "G" on attached Plan A	Private Courtyard	By-Law 27
Lot 7 on SP 284336	Area "H" on attached Plan A	Private Courtyard	By-Law 27
Lot 8 on SP 284336	Area "I" on attached Plan A	Private Courtyard	By-Law 27
Lot 9 on SP 284336	Area "J" on attached Plan A	Private Courtyard	By-Law 27
Lot 10 on SP 284336	Area "K" on attached Plan A	Private Courtyard	By-Law 27
Lot 11 on SP 284337	Area "L" on attached Plan A	Private Courtyard	By-Law 27
Lot 12 on SP 284337	Area "M" on attached Plan A	Private Courtyard	By-Law 27
Lot 13 on SP 284337	Area "N" on attached Plan A	Private Courtyard	By-Law 27
Lot 14 on SP 284337	Area "O" on attached Plan A	Private Courtyard	By-Law 27
Lot 15 on SP284338	Area "P" on attached Plan A	Private Courtyard	By-Law 27
Lot 16 on SP284338	Area "Q" on attached Plan A	Private Courtyard	By-Law 27
Lot 17 on SP284338	Area "R" on attached Plan A	Private Courtyard	By-Law 27
Lot 18 on SP284338	Area "S" on attached Plan A	Private Courtyard	By-Law 27
Lot 19 on SP284338	Area "T" on attached Plan A	Private Courtyard	By-Law 27
Lot 20 on SP284338	Area "U" on attached Plan A	Private Courtyard	By-Law 27
Lot 21 on SP284338	Area "V" on attached Plan A	Private Courtyard	By-Law 27
Lot 22 on SP284338	Area "W" on attached Plan A	Private Courtyard	By-Law 27
Lot 23 on SP284338	Area "X" on attached Plan A	Private Courtyard	By-Law 27
Lot 24 on SP284338	Area "Y" on attached Plan A	Private Courtyard	By-Law 27
Lot 25 on SP284338	Area "Z" on attached Plan A	Private Courtyard	By-Law 27
Lot 26 on SP284338	Area "AA" on attached Plan A	Private Courtyard	By-Law 27
Lot 27 on SP284338	Area "AB" on attached Plan A	Private Courtyard	By-Law 27
Lot 28 on SP284338	Area "AC" on attached Plan A	Private Courtyard	By-Law 27
Lot 29 on SP284338	Area "AD" on attached Plan A	Private Courtyard	By-Law 27
Lot 30 on SP284338	Area "AE" on attached Plan A	Private Courtyard	By-Law 27
Lot 31 on SP284338	Area "AF" on attached Plan A	Private Courtyard	By-Law 27

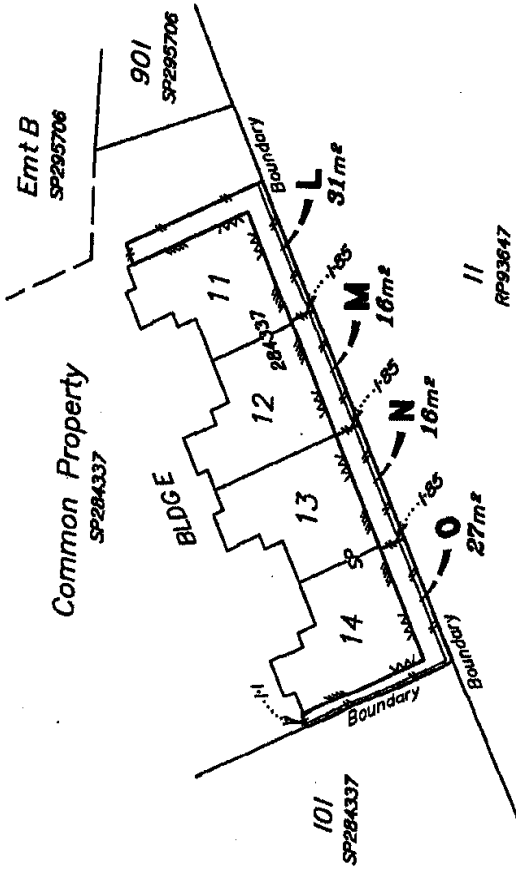
Lot 32 on SP284338	Area "AG" on attached Plan A	Private Courtyard	By-Law 27
Lot 33 on SP284338	Area "AH" on attached Plan A	Private Courtyard	By-Law 27
Lot 34 on SP284338	Area "AI" on attached Plan A	Private Courtyard	By-Law 27
Lot 35 on SP 284337	Area "AJ" on attached Plan A	Private Courtyard	By-Law 27
Lot 36 on SP 284337	Area "AK" on attached Plan A	Private Courtyard	By-Law 27
Lot 37 on SP 284337	Area "AL" on attached Plan A	Private Courtyard	By-Law 27
Lot 38 on SP 284337	Area "AM" on attached Plan A	Private Courtyard	By-Law 27
Lot 39 on SP 284337	Area "AN" on attached Plan A	Private Courtyard	By-Law 27
Lot 40 on SP 284337	Area "AO" on attached Plan A	Private Courtyard	By-Law 27
Lot 41 on SP 284337	Area "AP" on attached Plan A	Private Courtyard	By-Law 27
Lot 42 on SP 284337	Area "AQ" on attached Plan A	Private Courtyard	By-Law 27
Lot 43 on SP 284337	Area "AR" on attached Plan A	Private Courtyard	By-Law 27
Lot 45 on SP 284337	Area "AS" on attached Plan A	Private Courtyard	By-Law 27
Lot 46 on SP 284337	Area "AT" on attached Plan A	Private Courtyard	By-Law 27
Lot 49 on SP 284337	Area "AU" on attached Plan A	Private Courtyard	By-Law 27
Lot 50 on SP 284337	Area "AV" on attached Plan A	Private Courtyard	By-Law 27
Lots 44 & 45 on SP 284337	Area "AW" on attached Plan A	Private Courtyard	By-Law 27
Lots 46 & 47 on SP 284337	Area "AX" on attached Plan A	Private Courtyard	By-Law 27
Lots 48 & 49 on SP 284337	Area "AY" on attached Plan A	Private Courtyard	By-Law 27
Lots 50 & 51 on SP 284337	Area "AZ" on attached Plan A	Private Courtyard	By-Law 27





Client: MARSDEN ROAD PTY LTD		RPS Australia East Pty Ltd ACN 140 292 782		Scale: 1 : 750 @ A4	
Project: MAGNOLIA PREMIUM TOWNHOMES		<p>1 Innovation Parkway, Birtinya PO Box 8148 Meriden Plains QLD 4551</p> <p>T +61 7 5438 7888 F +61 7 5438 8830 W rpsgroup.com.au</p>		Orig. Size: A4	
We RPS Australia East Pty Ltd (ACN 140 292 782) hereby certify that the details shown on this sketch plan are correct.		<p>Sketch Plan For Exclusive Use Areas L - O & AJ - AZ over Part of the Common Property on Level A of Magnolia Premium Townhomes CTS</p>		Drawn: KCH	
<p>Cadastral Surveyor Date: 24-5-17</p>				Orig. Por: 58V	
Meridian: SP284337 Map Ref:				Local Gov: Moreton Bay R.C.	
				Plan No: 126406-13	

MAGNOLIA PREMIUM TOWNHOMES C.T.S
LEVEL A



LEGEND

- Denotes & Dividing Fence & Boundary Fence
- Denotes Outside Face of Wall
- Denotes Edge of Concrete

Scale 1:400 - Lengths are in Metres.

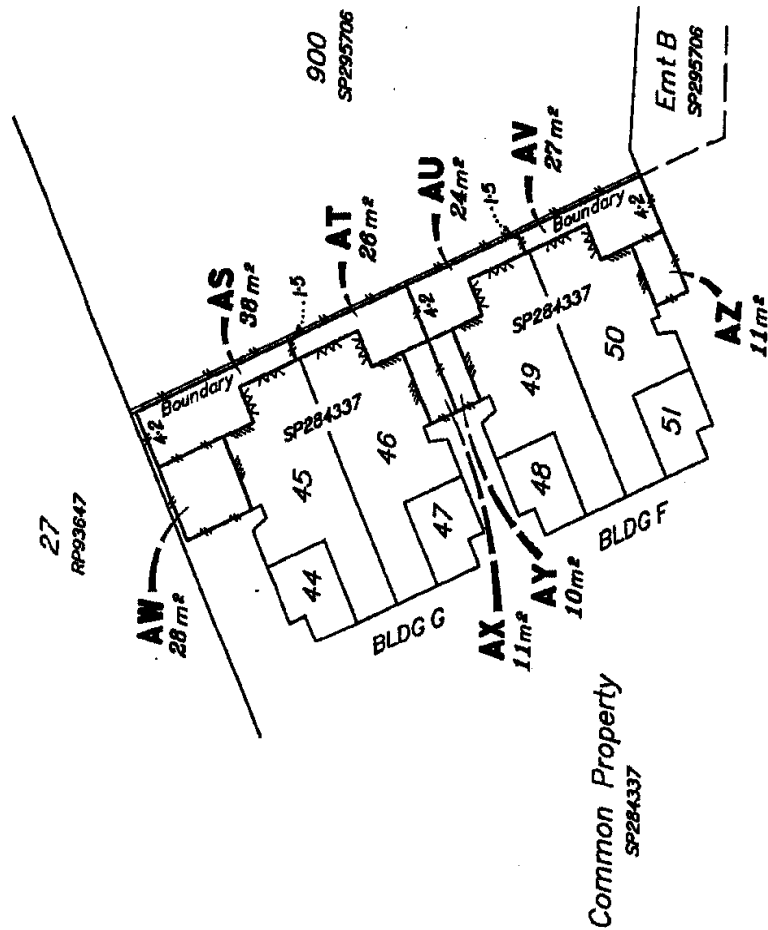


Plan No:

126406-13

3 of 4

MAGNOLIA PREMIUM TOWNHOMES C.T.S
LEVEL A



LEGEND

- Denotes & Dividing Fence & Boundary Fence
- Denotes Outside Face of Wall
- Denotes Edge of Concrete

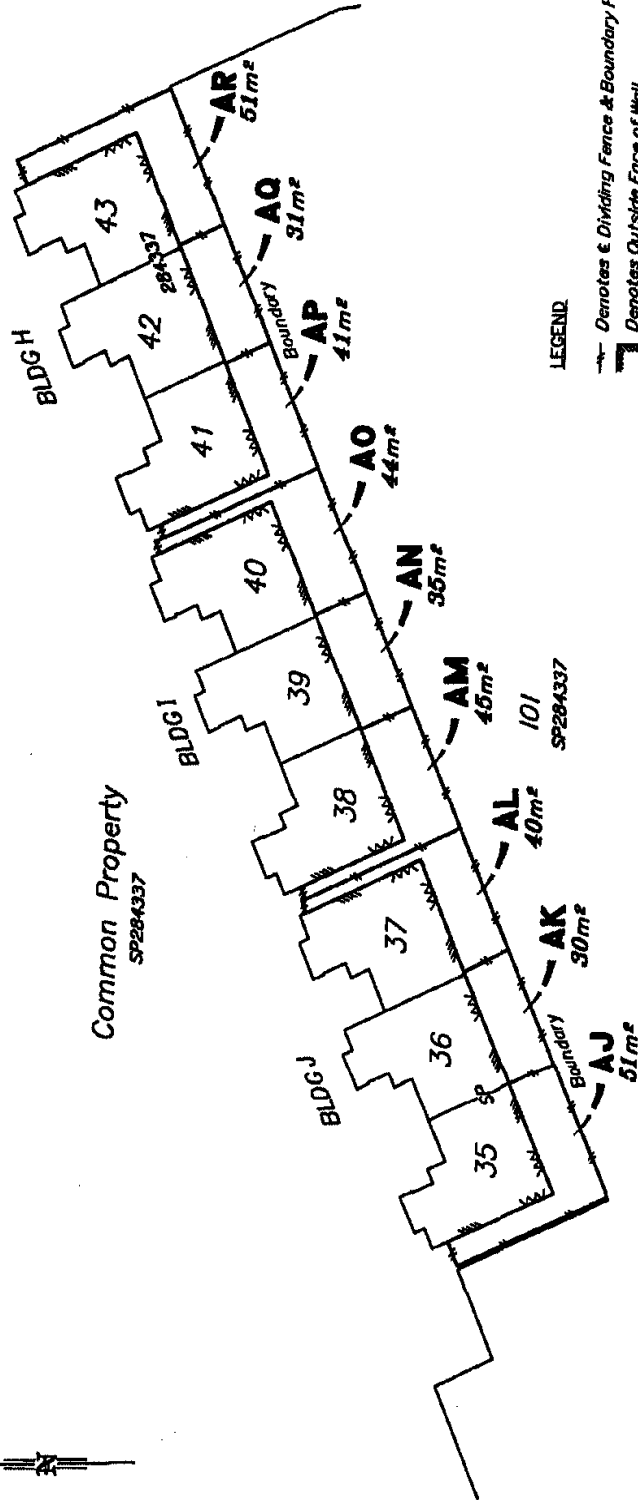
Scale 1:400 - Lengths are in Metres.

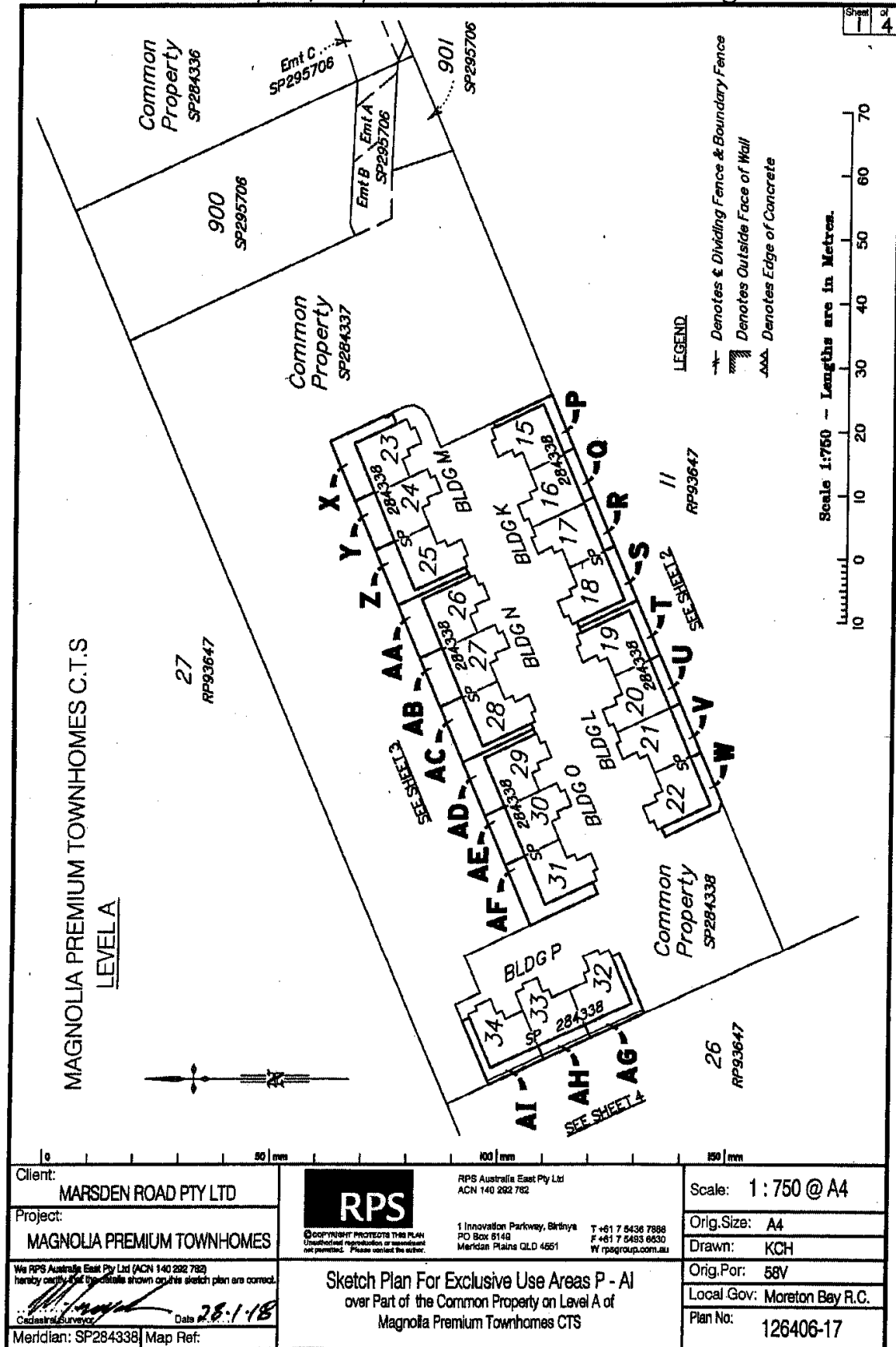


Plan No: 126406-13

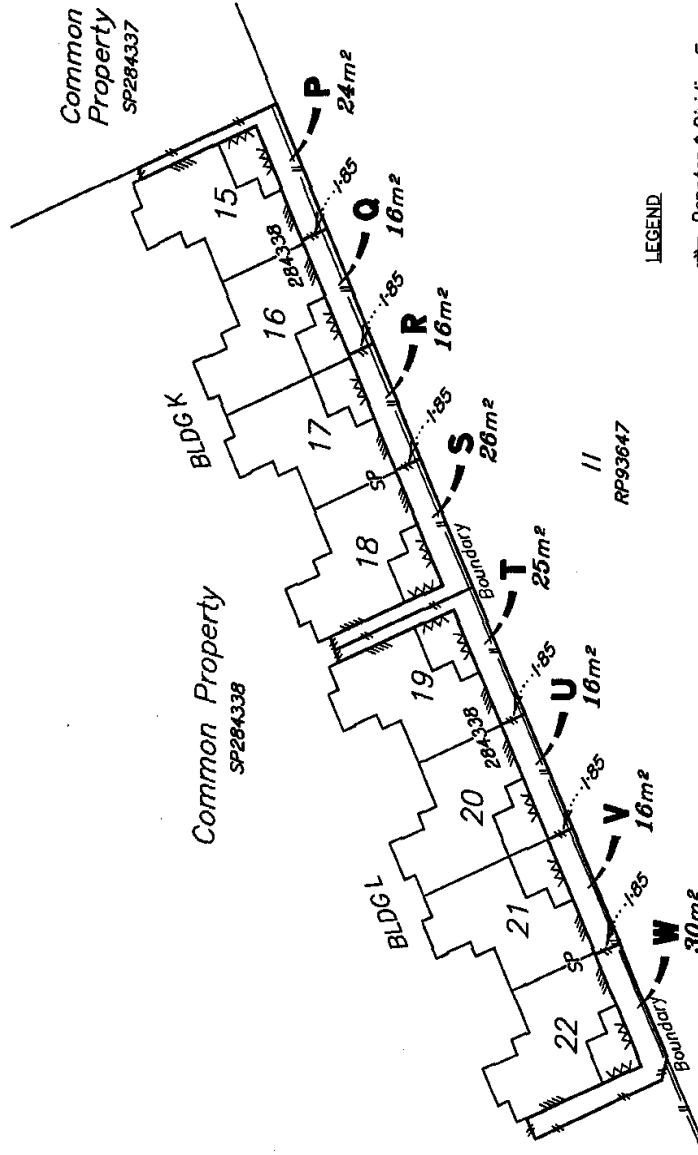
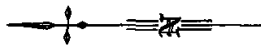
MAGNOLIA PREMIUM TOWNHOMES C.T.S

LEVEL A





MAGNOLIA PREMIUM TOWNHOMES C.T.S
LEVEL A

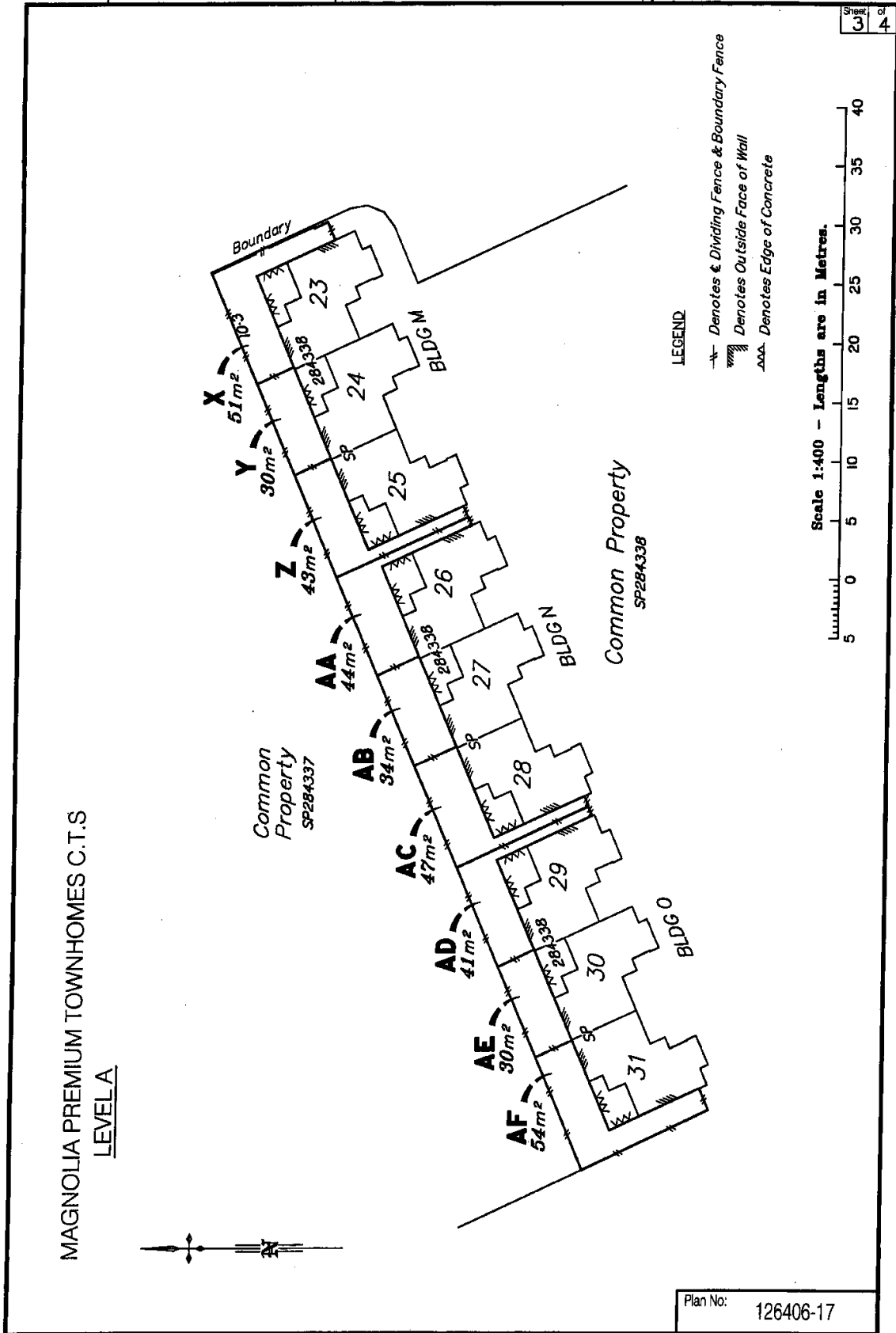


LEGEND

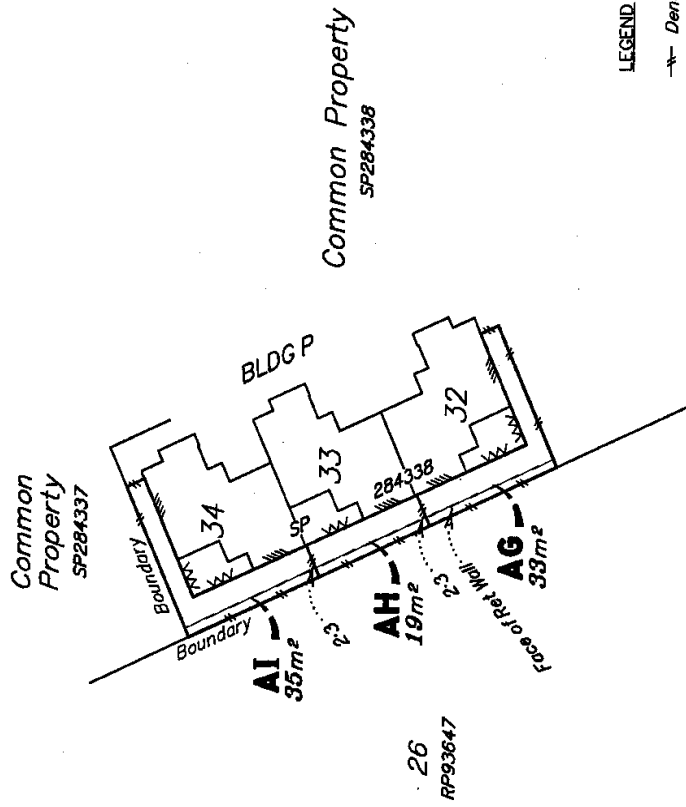
- Denotes & Dividing Fence & Boundary Fence
- /// Denotes Outside Face of Wall
- AAA Denotes Edge of Concrete

Scale 1:400 - Lengths are in Metres.





MAGNOLIA PREMIUM TOWNHOMES C.T.S
LEVEL A



LEGEND

- Denotes & Dividing Fence & Boundary Fence
- Denotes Outside Face of Wall
- Denotes Edge of Concrete

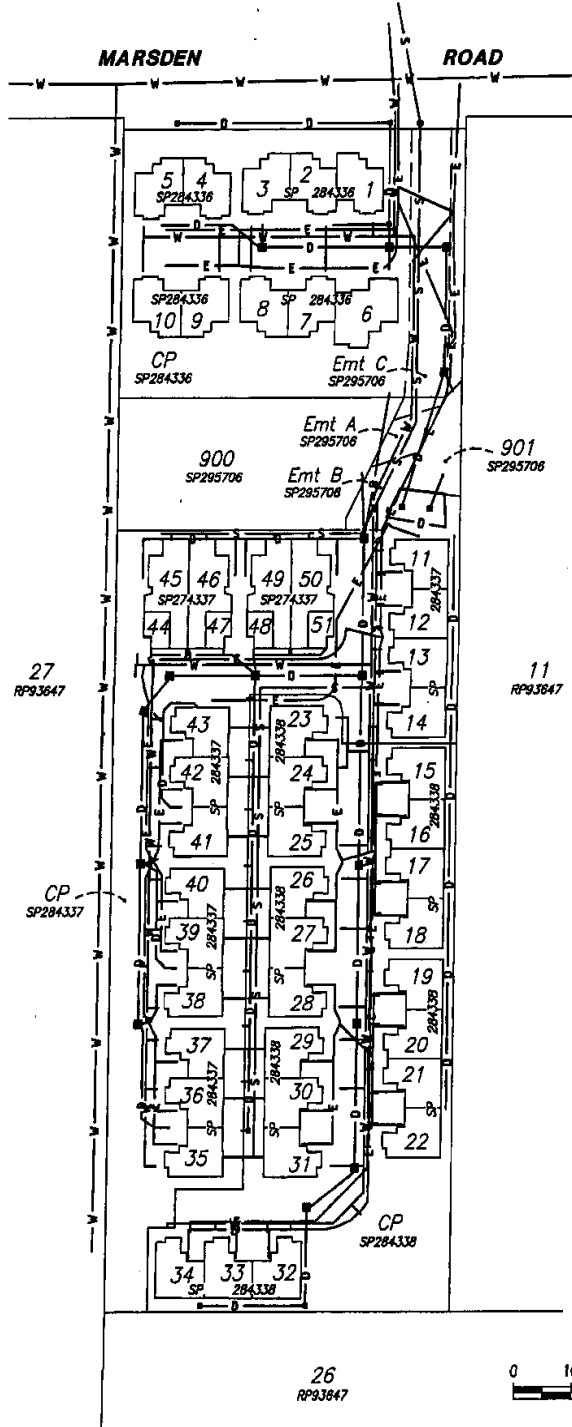
LEGEND	
— S —	SEWER
— D —	STORMWATER
— W —	WATER
— E —	U/G ELECTRICAL & COMMUNICATIONS

SERVICES LOCATION DIAGRAM MAGNOLIA PREMIUM TOWNHOMES CTS

28.01.2018

Sheet 1 of 3

IMPORTANT NOTE:
This services location diagram discloses the existence of service easements for the purposes of S.66(1)(a) of the BCCM Act and should not be relied upon to excavate, design or construct near services, or for any reason other than the intended purpose. Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works.
Services on this plan may be plotted from sources such as engineering design information and may not have been verified after construction by survey.



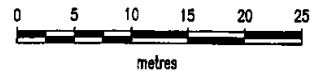
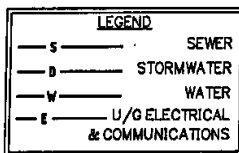
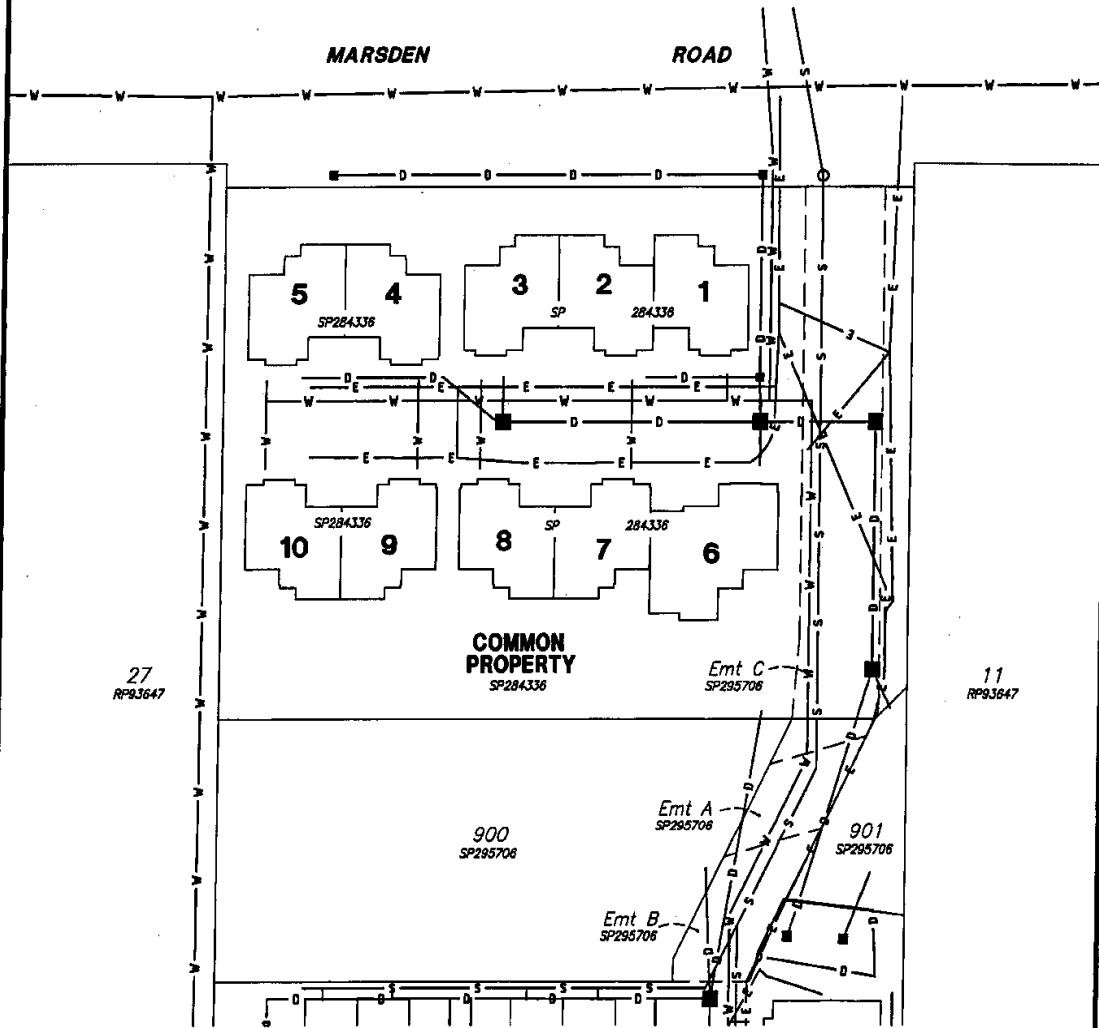
0 10 20 30 40 50
metres

SCALE 1:1000 IS APPLICABLE ONLY
TO THE ORIGINAL SHEET SIZE. (A4)

SERVICES LOCATION DIAGRAM
MAGNOLIA PREMIUM TOWNHOMES CTS

28.01.2018

IMPORTANT NOTE:
This services location diagram discloses the existence of service easements for the purposes of S.66(1)(d) of the BCCM Act and should not be relied upon to excavate, design or construct near services, or for any reason other than the intended purpose. Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works.
Services on this plan may be plotted from sources such as engineering design information and may not have been verified after construction by survey.



SCALE 1:500 IS APPLICABLE ONLY TO THE ORIGINAL SHEET SIZE. (A4)

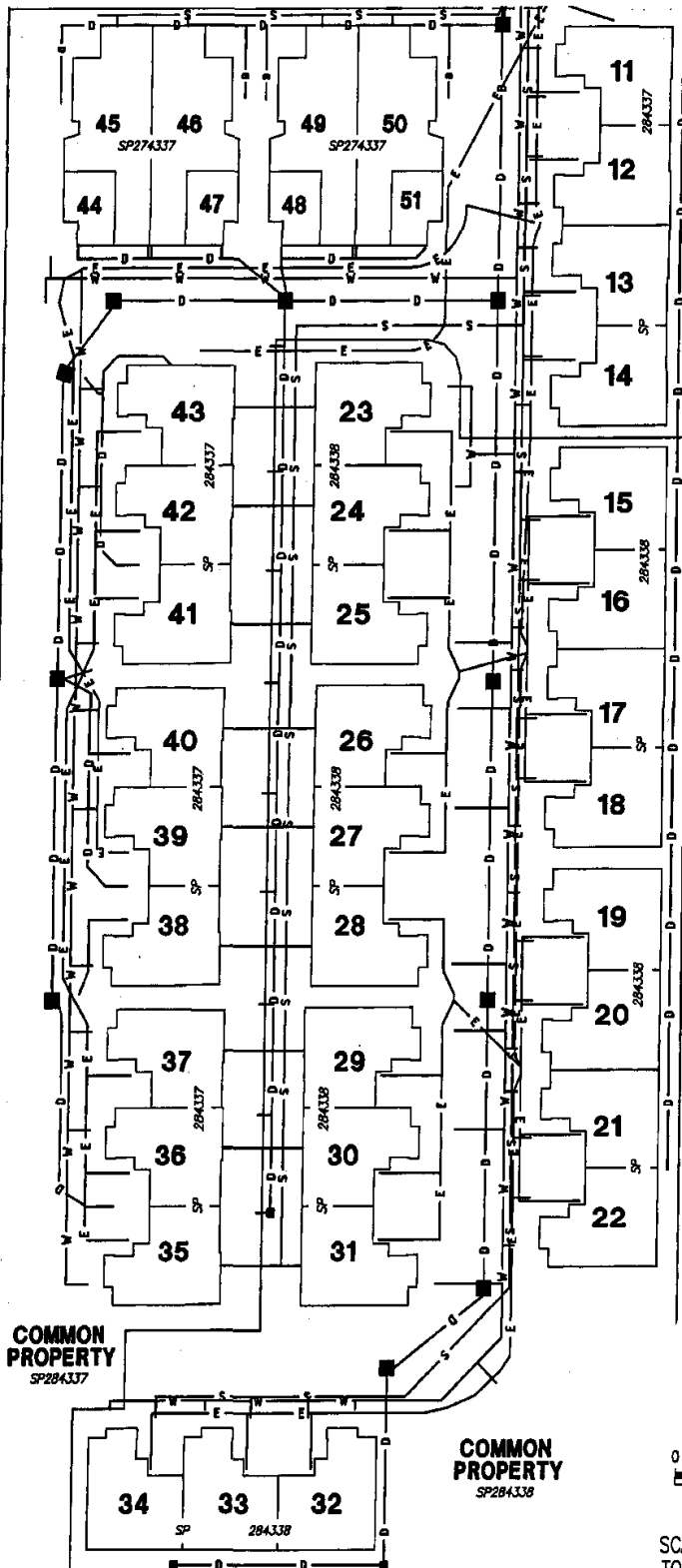
SERVICES LOCATION DIAGRAM
MAGNOLIA PREMIUM TOWNHOMES CTS
 28.01.2018



IMPORTANT NOTE:
 This services location diagram discloses the existence of service easements for the purposes of S.66(1)(d) of the BCCM Act and should not be relied upon to excavate, design or construct near services, or for any reason other than the intended purpose. Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works.
 Services on this plan may be plotted from sources such as engineering design information and may not have been verified after construction by survey.

27
 RP93647

11
 RP93647



COMMON PROPERTY
 SP284337

COMMON PROPERTY
 SP284338

LEGEND	
— S —	SEWER
— D —	STORMWATER
— W —	WATER
— E —	U/G ELECTRICAL & COMMUNICATIONS



SCALE 1:500 IS APPLICABLE ONLY TO THE ORIGINAL SHEET SIZE. (A4)

13 August 2025

MAGNOLIA PREMIUM TOWNHOMES CTS 49940
Registered for GST

ABN 19 392 037 130

Tax Invoice

J R Sloan

Ref

Re Lot 42 MAGNOLIA PREMIUM TOWNHOMES CTS 49940

Fee 84.10 Paid

Above Fee includes GST

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

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

INSURANCE: If the body corporate insurance premium for this complex is paid by a separate levy (ie. not included in the Administration Fund levy) the details of the levy for this lot will be shown in the section titled 'Other contributions'.

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

Should you require any further information please contact our office.

KBW COMMUNITY MANAGEMENT PTY LTD

BODY CORPORATE MANAGER

BCCM**Form 33**

Department of Justice

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
- details of the property and community titles scheme
- by-laws and exclusive use areas
- lot entitlements and financial information
- owner contributions and amounts owing
- common property and assets
- insurance
- contracts and authorisations

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 13/08/2025

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

MAGNOLIA PREMIUM TOWNHOMES

CTS No. **49940**

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: **Scott Paynter/jc**

Phone: **07 5458 5458**

Company: **KBW Community Mgmt Pty Ltd**

Email: **admin@kbw.com.au**

Accessing records

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

KBW Community Management Pty Ltd
120 Brisbane Road
Mooloolaba Qld 4557
07 5458 5458 | admin@kbw.com.au

Property and community titles scheme details

Lot and plan details

Lot number: **42**

Plan type and number: **284337**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

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?

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?

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

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

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
09/03/18		REFER TO ATTACHED DOCUMENT TO CONFIRM IF ANY EXCLUSIVE USE AREAS ARE RELEVANT TO THIS LOT.	

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: **54.00**

Total contribution schedule lot entitlements for all lots: **2,712.00**

Interest schedule

Interest schedule lot entitlement for the lot: **20.00**

Total interest schedule lot entitlements for all lots: **1,000.00**

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 **42** for the current financial year: \$ **\$4,603.02**

Number of instalments: **3** (outlined below)

Discount for on-time payments (if applicable): **20** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid
01/03/25	1,623.24	1,298.59	25/02/25
01/09/25	1,489.89	1,191.91	
01/03/26	1,489.89	1,191.91	
Amount overdue			Nil
Amount Unpaid including amounts billed not yet due			\$1,489.89

Sinking fund contributions

Total amount of contributions (before any discount) for lot **42** for the current financial year: \$ **\$2,364.48**

Number of instalments: **3** (outlined below)

Discount for on-time payments (if applicable): **20** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid
01/03/25	746.68	597.34	25/02/25
01/09/25	808.90	647.12	
01/03/26	808.90	647.12	
Amount overdue			\$0.00
Amount Unpaid including amounts billed not yet due			\$808.90

Special contributions - Administrative Fund (IF ANY)

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

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid
Amount overdue			Nil
Amount Unpaid including amounts billed not yet due			\$0.00

Special contributions - Sinking Fund (IF ANY)

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

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid
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Amount overdue	Nil
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Amount Unpaid including amounts billed not yet due	Nil
--	------------

Other contributions

	Due date	Amount due	Amount due if discount applied	Paid
Insurance Fund	01/03/25	425.00	340.00	25/02/25
Insurance Fund	01/09/25	487.50	390.00	
Insurance Fund	01/03/26	487.50	390.00	

Other amounts payable by the lot owner

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

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	Nil
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$2,786.29)	Nil

(An amount in brackets indicates a credit or a payment made before the due date)

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 - last sinking fund report: 31/08/15

Current sinking fund balance (as at date of certificate): \$ 361,411.62

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.

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 below

Date	Description	Conditions
------	-------------	------------

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
-------------	------	-------------	----------	---------------	--------------	--------------

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, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING CHU UNDERWRITING AGENCIES	HU0006112880	17,142,221.00	31,301.44	14/09/25	\$1000
PUBLIC LIABILITY CHU UNDERWRITING AGENCIES	HU0006112880	20,000,000.00		14/09/25	\$1000
OFFICE BEARERS CHU UNDERWRITING AGENCIES	HU0006112880	1,000,000.00		14/09/25	\$1000
CONTENTS CHU UNDERWRITING AGENCIES	HU0006112880	171,422.00		14/09/25	\$1000
LOSS OF RENT CHU UNDERWRITING AGENCIES	HU0006112880	2,571,333.00		14/09/25	\$1000
FIDELITY GUARANTEE CHU UNDERWRITING AGENCIES	HU0006112880	100,000.00		14/09/25	\$1000
FLOOD CHU UNDERWRITING AGENCIES	HU0006112880	INCLUDED	INCLUDED	14/09/25	\$1000

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?

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: Magnolia Management Pty Ltd

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

Yes - Name of authorised letting agent: Magnolia Management Pty Ltd
Marsden Road Pty Ltd

Embedded network electricity supply

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

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 KBW Community Mgmt Pty Ltd

Positions/s held Body Corporate Manager

Date 13/08/2025

Signature/s _____

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

QUEENSLAND TITLES REGISTRY

GENERAL REQUEST

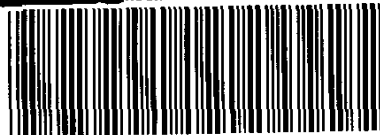
FORM 14 Version 4

Page 1 of 1

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

Duty Imprint

Withdrawn & Re-Entered 09/03/18

718609332
718625310

\$88.00

\$88.00

09/03/2018 12:57

NR 470

1. Nature of requestRequest to record New Community Management
Statement for Magnolia Premium Townhomes
Community Title Scheme 49940**Lodger** (Name, address, E-mail & phone number)Thompson McNichol
Suite 5, 32 Aerodrome Road
Maroochydore QLD 4558
Tel: (07) 5443 1566 Ref: PM:150889
Email: mail@tml.com.au**Lodger
Code**

079

2. Lot on Plan DescriptionCommon Property of Magnolia
Premium Townhomes
Community Titles Scheme 49940**Title Reference**

51090979

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR MAGNOLIA PREMIUM TOWNHOMES COMMUNITY TITLES SCHEME 49940

4. Interest

FEE SIMPLE

5. Applicant

BODY CORPORATE FOR MAGNOLIA PREMIUM TOWNHOMES COMMUNITY TITLES SCHEME 49940

6. Request

I hereby request that: the New Community Management Statement deposited herewith be recorded as the Community Management Statement for "Magnolia Premium Townhomes Community Titles Scheme" with amendments being made to Item 4 and Schedule A and E by the addition of further lots, by inserting "Not applicable" in schedule B, addition of new Plans A and B and removal of Concept Plan C.

7. Execution by applicant

NEIL ROBERT MCNICHOL, Solicitor

11/03/2018 
 Execution Date Applicant's or Solicitor's Signature

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

49940

This statement incorporates and must
include the following:

Office use only
CMS LABEL NUMBER

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

1. Name of community titles scheme

Magnolia Premium Townhomes Community Titles
Scheme

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Magnolia Premium Townhomes Community Titles Scheme

4. Scheme land

Lot on Plan Description
See Enlarged Panel

Title Reference
See Enlarged Panel

5. *Name and address of original owner

Marsden Road Pty Ltd ACN 601 903 119
24 Smith Street, Mooloolaba, QLD 4557

6. Reference to plan lodged with this statement

Survey Plan 284338

first community management statement only

7. Local Government community management statement notation

.....signed
Not applicable pursuant to s60(6) of the *Body Corporate and Community Management Act 1997*
.....name and designation
.....name of Local Government

8. Execution by original owner/Consent of body corporate



01/03/2018

Execution Date

Body Corporate for Magnolia Premium Townhomes
CTS49940 by Donald Leslie Moffatt, the nominee of
the Original Owner, Marsden Road Pty Ltd ACN 601
903 119, who is the holder of all executive positions
on the committee

***Execution**

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

Privacy Statement

Collection of 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.

4. Scheme land

Lot on Plan Description	Title Reference
Common Property of Magnolia Premium Townhomes Community Titles Scheme	To issue
Lot 1 on SP 284336	51090980
Lot 2 on SP 284336	51090981
Lot 3 on SP 284336	51090982
Lot 4 on SP 284336	51090983
Lot 5 on SP 284336	51090984
Lot 6 on SP 284336	51090985
Lot 7 on SP 284336	51090986
Lot 8 on SP 284336	51090987
Lot 9 on SP 284336	51090988
Lot 10 on SP 284336	51090989
Lot 11 on SP 284337	51108824
Lot 12 on SP 284337	51108825
Lot 13 on SP 284337	51108826
Lot 14 on SP 284337	51108827
Lot 15 on SP 284338	To issue
Lot 16 on SP 284338	To issue
Lot 17 on SP 284338	To issue
Lot 18 on SP 284338	To issue
Lot 19 on SP 284338	To issue
Lot 20 on SP 284338	To issue
Lot 21 on SP 284338	To issue
Lot 22 on SP 284338	To issue
Lot 23 on SP 284338	To issue
Lot 24 on SP 284338	To issue
Lot 25 on SP 284338	To issue
Lot 26 on SP 284338	To issue
Lot 27 on SP 284338	To issue
Lot 28 on SP 284338	To issue
Lot 29 on SP 284338	To issue
Lot 30 on SP 284338	To issue
Lot 31 on SP 284338	To issue
Lot 32 on SP 284338	To issue
Lot 33 on SP 284338	To issue

Lot 34 on SP 284338	To issue
Lot 35 on SP 284337	51108828
Lot 36 on SP 284337	51108829
Lot 37 on SP 284337	51108830
Lot 38 on SP 284337	51108831
Lot 39 on SP 284337	51108832
Lot 40 on SP 284337	51108833
Lot 41 on SP 284337	51108834
Lot 42 on SP 284337	51108835
Lot 43 on SP 284337	51108836
Lot 44 on SP 284337	51108837
Lot 45 on SP 284337	51108838
Lot 46 on SP 284337	51108839
Lot 47 on SP 284337	51108840
Lot 48 on SP 284337	51108841
Lot 49 on SP 284337	51108842
Lot 50 on SP 284337	51108843
Lot 51 on SP 284337	51108844

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 284336	54	20
Lot 2 on SP 284336	54	19
Lot 3 on SP 284336	54	20
Lot 4 on SP 284336	54	20
Lot 5 on SP 284336	54	20
Lot 6 on SP 284336	64	25
Lot 7 on SP 284336	54	20
Lot 8 on SP 284336	54	20
Lot 9 on SP 284336	54	20
Lot 10 on SP 284336	54	20
Lot 11 on SP 284337	54	19
Lot 12 on SP 284337	54	19
Lot 13 on SP 284337	54	19
Lot 14 on SP 284337	54	19
Lot 15 on SP 284338	54	20
Lot 16 on SP 284338	54	19
Lot 17 on SP 284338	54	19
Lot 18 on SP 284338	54	20
Lot 19 on SP 284338	54	20
Lot 20 on SP 284338	54	19
Lot 21 on SP 284338	54	19
Lot 22 on SP 284338	54	20
Lot 23 on SP 284338	54	20
Lot 24 on SP 284338	54	19
Lot 25 on SP 284338	54	20
Lot 26 on SP 284338	54	20
Lot 27 on SP 284338	54	19
Lot 28 on SP 284338	54	20
Lot 29 on SP 284338	54	20
Lot 30 on SP 284338	54	19
Lot 31 on SP 284338	54	20
Lot 32 on SP 284338	54	20
Lot 33 on SP 284338	54	20
Lot 34 on SP 284338	54	20
Lot 35 on SP 284337	54	20
Lot 36 on SP 284337	54	20
Lot 37 on SP 284337	54	20
Lot 38 on SP 284337	54	20
Lot 39 on SP 284337	54	20
Lot 40 on SP 284337	54	20
Lot 41 on SP 284337	54	20

Lot 42 on SP 284337	54	20
Lot 43 on SP 284337	54	20
Lot 44 on SP 284337	50	18
Lot 45 on SP 284337	45	18
Lot 46 on SP 284337	45	18
Lot 47 on SP 284337	50	18
Lot 48 on SP 284337	50	19
Lot 49 on SP 284337	45	19
Lot 50 on SP 284337	45	19
Lot 51 on SP 284337	50	18
TOTALS	2712	1000

Explanation of Contribution and Interest Schedule Lot Entitlements

Principles for deciding the contribution lot entitlements and the interest lot entitlements for the scheme as required by the Body Corporate and Community Management Act 1997 (as amended) section 46 and sections 66(1)(db) and 66(1)(dc):

Contribution schedule lot entitlements for the scheme are not equal and have been allocated having regard to the equality principle.

On the basis of the equality principle, it is just and equitable for there to be a variation in the contribution schedule lot entitlements for the scheme. The difference in lot entitlements recognizes that:

1. the expenditures contained in the administrative fund do not impact on how much each lot should contribute to body corporate costs such as secretarial fees, audit fees, printing, postage, outlays, public liability insurance and other administrative items and have therefore been factored into allocations on an equal basis;
2. all of the lots will be used for residential purposes, and are part of Buildings on Building Format Plans. One of the residential unit lots may also be used for the operation of the on-site management;
3. the structure of the scheme creates lots of unequal areas and therefore impacts on how much each lot should contribute towards expenditure provided for in the sinking fund for the repair and maintenance of common property. The scheme structure impacts on allocations in the following ways:
 - (a) All lots are part of a building format plan.
 - (b) The external surface areas of each lot which as part of the common property comprise, amongst other things, features such as external walls and roofing including guttering and downpipes which require painting or other forms of maintenance.
 - (c) These all require maintenance and replacement. Therefore lots that enjoy a greater amount of these have a greater lot entitlement and contribution.

Interest schedule lot entitlements for the Community Titles Scheme have been calculated using the market value principle.

That is, the Interest Schedule Lot Entitlements reflect the respective market values of the Lots except to the extent to which it is just and equitable in the circumstances for the individual lot entitlements not to reflect the respective market values of the Lots.

The Interest Schedule Lot Entitlements reflect the respective market values of the Lots.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Not applicable.

SCHEDULE C	BY-LAWS
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1. Noise and Nuisance

- 1.1 The Owner or Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- 1.2 All musical instruments, radios, television sets and sound equipment shall be controlled so that:
 - (a) The sound is reasonable;
 - (b) The sound does not cause any annoyance to the other Owners or Occupiers of Lots;
 - (c) They are not used or operated between the hours of 10.00pm and 8.00am in such a manner as to be audible at all to any other Owner or Occupier of a Lot.
- 1.3 The Owner or Occupier of a Lot shall not hold or permit to be held any social gathering in the Lot in which there shall occur any noise which interferes with the peace and quietness of any other Owner or Occupier of a Lot, at any time of day or night.
- 1.4 Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 9.00am to 7.00pm. Practising during the said hours is permissible but for no longer than one (1) hour at a time and for a total of no more than two (2) hours in any day.
- 1.5 No noxious or offensive trade or activity shall be carried out upon any Lot or the Common Property nor shall anything be done which may cause an annoyance or a nuisance to the neighbourhood or the Owners or Occupiers of other Lots or which may in any way interfere with the peace and quiet enjoyment of any person lawfully on any Lot or on the Common Property.
- 1.6 No items which may interfere with television or radio reception in any lot shall be located, used or placed on any part of a Lot or the Common Property or exposed to the view from any other Lot or the Common Property without the prior written approval of the Body Corporate.
- 1.7 The Body Corporate shall have the right to reasonably determine if any noise, odour, interference or activity producing such noise, odour or interference constitutes a breach of or otherwise contravenes this by-law 1.
- 1.8 An Owner or Occupier:
 - (a) must not install or cause to be installed or placed in or upon any part of the Lot, hard flooring such as timber, tiles, marble or any such similar material ("the Works") unless the Owner has first obtained written approval from the Body Corporate. The Body Corporate may impose conditions upon the granting of such approval;
 - (b) must comply with any conditions imposed by the Body Corporate when granting its approval to the Works including any conditions which are imposed to prevent noise arising in any way out of the installation or use of the Works from being transmitted from the Lot to another lot;
 - (c) acknowledges that any approval by the Body Corporate to the Works does not in any way relieve the Owner of his responsibility under this by-law; and
 - (d) agrees that in the event that any noise arises in any way out of the installation or use of the Works which is transmitted from the Lot to another lot, then the Owner will, at his expense, remove the Works from the Lot upon receiving written notice from the Body Corporate to do so, or otherwise must comply with any reasonable direction given by the Body Corporate to mitigate any such noise.

2. Vehicles

- 2.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
 - (a) Park a vehicle, or allow a vehicle to stand on the Lot or the Common Property except wholly within the parking spaces designated for parking within the Lot or within an exclusive use area granted to the Lot for that purpose; or

- (b) Permit an Invitee to park a vehicle or allow a vehicle to stand on the Common Property with the exception of:
 - (i) a commercial vehicle parked for the purposes of making deliveries to the Lot but only for a period of time reasonably necessary to make such delivery; and
 - (ii) a private vehicle of an Invitee of an Owner or Occupier of a Lot within those parts of the Common Property designated as visitor parking provided that visitors are not permitted to park in such areas for any period exceeding 24 hours (or such other period as determined by the Committee from time to time) without the prior written approval of the Body Corporate

- 2.2 The Owner or Occupier of a Lot must not conduct or permit to be conducted repairs or restorations of any motor vehicle, boat trailer or other vehicle upon the Lot or the Common Property. Vehicles may only be washed in an area designated for this purpose by the Body Corporate, if any.
- 2.3 The Owner or Occupier of a Lot must not park, store or leave unattended any vehicle, boat, boat trailer, caravan, surfboard, surfski, windsurfer, sailboard or like object either:
 - (a) On the Common Property; or
 - (b) on a Lot other than wholly within an area designed for such purpose, without the prior written approval of the Body Corporate.
- 2.4 Any approval under this by-law 2 must state the period for which it is given, provided that the Body Corporate may cancel any such approval at any time by giving 24 hours written notice to the Owner or Occupier.
- 2.5 Vehicles must at all times be driven safely and at a safe speed.
- 2.6 The Committee may remove, at the expense of the vehicle's owner, vehicles parked illegally on Common Property by towing or other means.

3. Obstruction

The Owner or Occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.

4. Damage to Lawns etc

- 4.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
 - (a) damage a lawn, garden, tree, shrub, plant or flower on the Common Property;
 - (b) use a part of the Common Property as a garden; or
 - (c) re-vegetate or landscape any part of the Common Property.
- 4.2 An approval under by-law 4.1 must state the period and purpose for which it is given, provided that the Body Corporate may cancel any such approval at any time by giving seven (7) days' notice to the Owner or Occupier.
- 4.3 *This by-law does not apply to exclusive use areas granted to a Lot as a courtyard, private yard or other similar use.*

5. Damage to Common Property

The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or otherwise damage or deface a structure that forms part of the Common Property.

6. Behaviour of Invitees

- 6.1 The duties and obligations imposed by these by-laws on any Owner or Occupier of a Lot shall be observed not only by the Owner and Occupier but by the Invitees of the Owner or Occupier.
- 6.2 The Owner or Occupier of a Lot must take reasonable steps to ensure that their respective Invitees comply with these by-laws at all times and do not behave in a way likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

- 6.3 The Owner of a Lot shall be liable to compensate the Body Corporate in respect of any damage to the Common Property or any loss sustained by the Body Corporate arising out of the actions of the Owner or Occupier's Invitees.

7. Rubbish

- 7.1 The Owner or Occupier of a Lot must not discard or leave rubbish or other materials on the Lot or the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else or which would detract from the overall amenity of the Common Property or the Lot and its surrounds.
- 7.2 The Owner or Occupier of a Lot must not throw or allow to fall any paper, cigarette butts, rubbish or other thing from the windows, doors or balcony of the Lot at any time.

8. Appearance of Lot

- 8.1 The Owner or Occupier of a Lot must not, without the Committee's written approval:
- (a) Make any change to the Lot or affix anything to the Lot whether external or internal which affects the external appearance of the Lot;
 - (b) Make any structural alteration to the Lot (including alterations to any utility services, installation of any air conditioning system or altering, removing or adding internal walls or enclosing a balcony);
 - (c) hang washing, bedding or other cloth articles on the Lot if the article is visible from outside the Lot; or
 - (d) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from outside the Lot provided that this by-law does not apply to a standard sized sign advertising the Lot for sale or lease and in which case the Owner or Occupier may erect one such sign on the Lot.
- 8.2 The Owner or Occupier of a Lot from time to time shall cause all external parts of the Lot including all plants, gardens and paved areas within the Lot and any Common Property area for which the Owner has been granted exclusive use to be kept in a neat and tidy condition and in the case of any plants and gardens shall ensure that they:
- (a) are properly mowed, trimmed and irrigated at all times,
 - (b) do not extend beyond the boundaries of the Lot or exclusive use area, and
 - (c) do not obstruct the views from another Lot or interfere with the use and enjoyment of another lot.
- 8.3 The Owner or Occupier of a Lot must not bring upon, grow or maintain upon a Lot or the Common Property any plants or seeds infected by disease or noxious insects or which are noxious plants according to any schedule or list of noxious plants from time to time published by the Local Authority.

9. Storage of Flammable Materials

- 9.1 The Owner or Occupier of a Lot shall not, without the Committee's written approval, store a flammable substance on the Common Property.
- 9.2 *The Owner or Occupier of a Lot must not, without the Committee's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.*
- 9.3 However, this section does not apply to the storage of fuel in:
- (a) the fuel tank of a vehicle, boat or internal combustion engine; or
 - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

10. Garbage Disposal

- 10.1 Unless the Body Corporate provides some other way of garbage disposal, the Owner or Occupier of a Lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate from time to time for that purpose.
- 10.2 The Owner or Occupier of a Lot must:
- (a) comply with all Local Authority laws about disposal of garbage; and

- (b) ensure that he or she does not, in disposing of garbage adversely affect the health, hygiene or comfort of the Owners and Occupiers of other Lots.

10.3 The Body Corporate may make rules for the storage and disposal of garbage from time to time.

11. Keeping of Animals

11.1 An Owner or Occupier of a Lot must not, and must not permit an invitee to, bring an animal onto or keep an animal on the Lot without the prior written consent of the Committee, subject to the provisions of the Act and the *Guide Dogs Act 1972*.

11.2 The Committee may consent on conditions it sees fit, including that:

- (a) the animal weighs less than 10kg,
- (b) the animal is properly restrained by leash or otherwise whenever it is on the Common Property,
- (c) the Owner or Occupier cleans up after the animal,
- (d) the animal wears a form of identification, and
- (e) the animal does not cause undue noise or behave in a manner which interferes with the peaceful enjoyment of Owners or Occupiers of other Lots.

11.3 If the Committee has consented to an Owner or Occupier keeping an animal, and the Body Corporate receives written complaints from at least two (2) other Owners or Occupiers of other Lots which the Committee deems are reasonable, then the Committee may issue a written warning to the Owner or Occupier of the Lot upon which the animal the subject of the complaint is kept. If the Body Corporate receives further complaints by at least two (2) Owners or Occupiers of other Lots (whether they are the same persons who made the initial complaint or not) the Committee may give written notice to the Owner or Occupier of the Lot upon which the animal the subject of the complaint is kept, that the consent to keep the animal is revoked and that the Owner or Occupier can no longer keep that particular animal on the Lot in which case the Owner or Occupier must remove the animal from the Lot.

11.4 It is expressly recognised that a dog barking when a person approaches the Lot in which the dog is kept does not constitute grounds for a valid complaint unless the barking is excessive.

12. Use of Lots

12.1 Lots may only be used for residential purposes except if the Lot is owned by a Service Contractor or Letting Agent for the Scheme then it may be used for purposes authorised by the terms of engagement with the Body Corporate.

12.2 The Owner or Occupier of a Lot must not use that Lot for any purpose which may be illegal or injurious to the reputation of the Body Corporate or the Community Title Scheme.

12.3 The Owner or Occupier of a Lot must at all times comply with all statutes, regulations, Local Authority by-laws and other laws regarding the use and occupation of the Lot or the Common Property.

13. Windows and Plate Glass

13.1 The Owner or Occupier of a Lot shall at their expense:

- (a) keep all accessible windows and any plate glass in the Lot clean;
- (b) promptly replace with new glass of the same kind and weight any broken or cracked glass.

14. Insurance

14.1 The Owner or Occupier of a Lot shall not bring onto, do or keep anything in his Lot which may:

- (a) void any insurance policy in respect of the Lot or the Common Property;
- (b) increase the rate of fire insurance for the Lot or the Common Property;
- (c) conflict with the laws, regulations or ordinances relating to fires on any insurance policy upon the Lot or the Common Property.

15. Manager

- 15.1 The Manager and/or a letting agent appointed pursuant to a Letting Agreement by the Body Corporate ("Letting Agent") may display signs and notices on the Scheme Land reasonably required for the purposes of carrying out the Manager's duties or conducting the business of a letting agent providing they are commensurate with the overall appearance of the Scheme.
- 15.2 Any signs affixed by the Manager or letting agent must comply with the requirements of the Local Authority.
- 15.3 While the Manager and/or letting agent hold an appointment from the Body Corporate to act as manager and letting agent respectively they may provide their services and carry on their business (including from any lot within the Scheme) to the exclusion of the Body Corporate and all others.
- 15.4 Nothing in these by-laws prevents the Manager from acting as an offsite manager/caretaker and/or carrying on a business as offsite letting agent for any other scheme or development.

16. Use by Original Owner

- 16.1 The Original Owner may use all reasonable efforts to sell or lease Lots in the Scheme including:
- (a) erecting signs on Common Property; and
 - (b) having display Lots.

17. Water Use

- 17.1 The Owner or Occupier of a Lot shall not waste the water and shall see that all water taps in the Lot are promptly turned off after use and do not leak.
- 17.2 The water conveniences, and apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water conveniences or apparatus, pipes and drains from misuse or negligence shall be borne by the Owner or Occupier whether the same is caused by his own actions or his Invitees.

18. Notice of Accidents and Defects

- 18.1 An Owner or Occupier of a Lot shall give the Body Corporate prompt notice of any accident or injury which occurs to any person or property on the Common Property (including the exclusive use areas) which comes to his knowledge and if requested by the Committee shall co-operate with the Body Corporate and give the Body Corporate a written statement detailing what occurred.
- 18.2 An Owner or Occupier of a Lot shall give the Body Corporate prompt notice of any damage to or defect in the water pipes, gas pipes, electric installations, fixtures, roads, pool, barbeque area or any other service or facility on the Common Property which comes to his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the Common Property as often as may be necessary and may enter and undertake works on any Lot for this purpose.

19. Lot Inspection

- 19.1 Upon one business days' notice in writing from the Committee, the Body Corporate and its servants, agents and contractors shall be permitted to inspect any Lot and to test any services running through the Lot and repair any leakage or defect in the said services (at the expense of the Owner in cases where such leakage or defect is due to any act or default of the Owner or Occupier). If not so permitted they may effect an entry. The Body Corporate, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the Owner or Occupier as is reasonable in the circumstances.

20. Auctions/Garage Sales

- 20.1 The Owner or Occupier of a Lot (other than the Original Owner) shall not permit, without the written approval of the Committee:
- (a) an auction sale to be conducted or to take place in the Lot in such a manner as to allow the persons attending at such auction to congregate upon the Common Property or to be in breach of by-law 1 (Noise and Nuisance), by-law 2 (Vehicles), by-law 3 (Obstruction) or by-law 6 (Behaviour of Invitees);
 - (b) a real estate agent engaged by the Owner or Occupier to sell the Lot or promote the Lot by using it as a sales office; or
 - (c) any flea market, jumble sale, clearance sale or the like, whether by private treaty or auction to be conducted or to take place in the Lot or on the Common Property.
- 20.2 The Owner or Occupier of a Lot proposing to conduct any auction sale on that Lot shall provide the Body Corporate with written particulars in relation to the conduct of such auction at least 14 days prior to the auction.
- 20.3 *This by-law does not prevent an Owner or Occupier from conducting within the Lot up to one garage sale per year for a duration of no more than 2 hours. The Owner or Occupier must use their best endeavours to reduce any inconvenience to other Owners and Occupiers.*

21. Bicycles/Skateboards

- 21.1 The Owner or Occupier of a Lot shall not use skates, skateboards, rollerblades or the like on the Common Property.
- 21.2 The Body Corporate may make rules in relation to the operation of bicycles, scooters and the like on the Common Property from time to time.

22. Vermin

All Lots shall be kept clean and all critical steps shall be taken to prevent infestation by vermin and/or insects.

23. Direction to Workmen

- 23.1 The Owner or Occupier of a Lot shall not:
- (a) directly instruct any contractors or workmen employed by the Body Corporate unless so authorised; or
 - (b) obstruct or interfere with contractors or workmen employed by the Body Corporate carrying out the work they were employed to do.

24. Recovery of Restoration Costs

- 24.1 Where an Owner or Occupier of a Lot commits any breach of the Act, the Regulation Module applying to the Scheme, these by-laws or any rule made by the Body Corporate under these by-laws the Body Corporate may serve written notice on the Owner or Occupier of the Lot requiring the said breach to be remedied. If the breach has not been remedied within 14 days of receiving such written notice from the Body Corporate, the Body Corporate may (without prejudice to any other remedy the Body Corporate may have at law or in equity) do all things necessary to rectify the breach and may enter upon the Lot if necessary for this purpose without being liable to the Owner or Occupier of the Lot for nuisance, trespass or otherwise.
- 24.2 Where the Body Corporate expends money to make good any damage caused by a breach of the Act, the Regulation Module applying to the Scheme, these by-laws or any rule made by the Body Corporate under these by-laws by any Owner or Occupier of a Lot or any of them, the Body Corporate shall, without prejudice to any other remedy the Body Corporate may have at law or in equity, 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 the breach occurred.

25. Recovery of Legal and Other Costs

- 25.1 An Owner of a Lot shall pay on demand the whole of the Body Corporate's costs and expenses (including legal fees on an indemnity basis) as a liquidated debt incurred in relation to:
- (a) recovering levies or monies payable by the Owner or Occupier to the Body Corporate pursuant to the Act, the Regulation Module applying to the Scheme or these by-laws; and
 - (b) any proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the Owner or Occupier of the Lot, including but not limited to, applications for an Order by the Commissioner or an adjudicator and appeals to the Court.
- 25.2 In the event that the Owner fails to attend to payment of such costs and expenses after demand is made for the payment of the same, the Body Corporate may:
- (a) treat such costs and expenses as a liquidated debt and take action for recovery of the same in any Court of competent jurisdiction; and
 - (b) enter such costs and expenses against the levy account of such Owner in which case the amount of the same shall be payable to the Body Corporate upon a subsequent sale or disposal of the Owner's Lot failing which the Buyer of such Lot shall be liable to the Body Corporate for the payment of the same.

26. Notices

Owners and Occupiers or Lots shall observe the terms of any notice displayed in the Common Areas by authority of the Committee or of any statutory authority.

27. Exclusive Use Areas

- 27.1 *Exclusive use and enjoyment of certain parts of the Common Property is granted to the Occupiers of Lots from time to time as are identified in Schedule E of the Community Management Statement on the following terms and conditions. The Occupier:*
- (a) is responsible, at their own expense (and in respect of any area allocated to more than one Lot, in equal shares), for the maintenance of and operating costs and the performance of the duties of the Body Corporate in respect of the area;
 - (b) must, at their own expense (and in respect of any area allocated to more than one Lot, in equal shares), ensure that the area is at all times kept clean and tidy and in good repair;
 - (c) must only use the area for the purpose stated in Schedule E;
 - (d) *must not use the area so as to create a nuisance to other Owners or Occupiers of lots in the Scheme;*
 - (e) must not construct, demolish or alter any fixture or other structure on the area without the consent of the Body Corporate;
 - (f) must allow the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to such areas (through the Lot if necessary) for any proper purpose including inspection and maintenance thereof.

28. Further Exclusive Use Allocations

- 28.1 The Original Owner is authorised to allocate to such Lot or Lots as the Original Owner in its sole discretion determines exclusive use and enjoyment for the following purposes of any part or parts of the Common Property not subject to existing exclusive use rights:
- (a) vehicle parking: any part or parts of the Common Property designed and constructed as carpark;
 - (b) private yard: any part or parts of the Common Property designed and constructed as a private yard.
- 28.2 The authorised allocation may be made by the Original Owner giving notice in writing to the Body Corporate of the allocation within 12 months of registration of the First Community Management Statement for the Scheme.
- 28.3 Where the Original Owner makes an allocation in accordance with the provisions of this by-law, the Original Owner must bear the cost of preparation and lodgement with the Registrar of Titles of any New Community Management Statement showing the allocation made.
- 28.4 An Owner to whom an allocation of an exclusive use area is made under this By-law will be entitled to exclusive use and enjoyment of the area on the terms and conditions set out in by-law 27.

29. Security Systems

- 29.1 The Owner or Occupier of a Lot must not install on that Lot any security system which incorporates a noise alarm unless the noise alarm has an automatic cut-out which de-activates the alarm after not more than 5 minutes of sounding.
- 29.2 All security equipment installed on the Common Property and used in connection with the provision of security for the Scheme land shall be and remain the property of the Body Corporate and shall be maintained at the cost and expense of the Body Corporate.
- 29.3 The Body Corporate may, in its absolute discretion, make rules regarding:
- (a) the control of security cards or keys;
 - (b) the distribution of security cards or keys;
 - (c) deposits held as security for the care of security cards or keys;
 - (d) the right to recall security cards or keys; and
 - (e) the right to make security cards or keys inoperable.
- 29.4 Under no circumstances shall the Body Corporate be responsible or liable to an Owner or Occupier of a Lot for compensation or damages in the event of a failure of any security system put in place by the Body Corporate to operate in the manner in which it was intended or a failure to detect the operation or non-operation of any system.
- 29.5 The Owner or Occupier of a Lot must ensure that any security system on the Common Property is used in the proper manner. The loss of any security card or key will be reported to the Body Corporate without delay and the Owner or Occupier shall bear the costs of any replacement.
- 29.6 Any security personnel (if any) employed by the Body Corporate shall have the right (upon any complaint) to refuse admission onto the Scheme land of any persons that they consider will cause a nuisance to the Owners or Occupiers of Lots or lawful users of the Common Property.

30. Utility Services and Boundary Walls

- 30.1 The Owner or Occupier of a Lot must permit the Body Corporate by itself, its servants, agents, consultants or contractors full and free access to the Lot with or without necessary equipment, tools, materials and machinery and to drill, cut or dig into or break open the Lot and do such other things necessary for the purpose of:
- (a) installing, maintaining, repairing or replacing all or any cables, pipes, conduits, channels, inlets, drains, fittings or the like for the supply of all or any utility services to the Lot and any other Lots, or Common Property within the Scheme land. "Utility Services" has the same meaning as given in Schedule 4 to the *Body Corporate and Community Management Act 1997*; and
 - (b) maintaining, repairing or replacing any wall which forms part of the boundary of the Lot with the Common Property for which the Body Corporate is responsible,
- provided that the Body Corporate must restore the Lot to the condition it was in immediately prior to its right of access being exercised.

31. Bulk Supply of Utility Services

The Body Corporate may in its absolute discretion supply or engage another person to supply a utility service to the Scheme and in such case the following will apply:

- (a) The Body Corporate has the power to enter into a contract or agreement for the purchase of a utility service on the most economical basis for the whole of the Development from the relevant authority or service provider;
- (b) The Body Corporate has the power to sell a utility service to each Owner or Occupier in the Development provided however that in respect of an electricity supply, the Body Corporate's charge must generally reflect a reasonable tariff available from any electricity retailer available to the relevant Owner or Occupier;
- (c) Each Owner or Occupier must purchase and use the relevant utility service direct from the Body Corporate and must not purchase the utility service from any other source;
- (d) The Body Corporate is not required to supply to any Owner or Occupier a utility service beyond the requirements which the relevant authority or service provider could supply at any particular time;
- (e) The Body Corporate may charge for the utility service (including for the installation of, and the costs associated with, utility infrastructure for the utility service) but only to the extent necessary for reimbursing the Body Corporate for supplying the utility service;

- (f) The Body Corporate may render accounts to each Owner or Occupier and such accounts are payable to the Body Corporate within fourteen (14) days of the delivery of such an account;
- (g) In respect of an account which has been rendered pursuant to this by-law, an Owner or Occupier is liable, jointly and severally with any person who is liable to pay that account when that Owner or Occupier became the Owner or Occupier of the lot;
- (h) If an account for the supply of a utility service is not paid by its due date for payment, then the Body Corporate is entitled to disconnect the supply of the utility service to the relevant lot and/or recover the amount of the unpaid account (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction;
- (i) The Body Corporate is not responsible or liable for any failure of the supply of a utility service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description; and
- (j) The Body Corporate may from time to time determine a security deposit to be paid by each Owner or Occupier who is connected to the supply of a utility service as a guarantee against non-payment of accounts for the supply of the utility service.

32. Council Mandated Conditions

32.1 The material change of use development approval No. DA/27991/2013/VCHG/1 for the Scheme ("development approval") requires that this Community Management Statement contain the following by laws:

- (a) The fencing adjacent the parkland and all other boundary fencing is to be koala friendly fencing designed in accordance with the *Koala-Sensitive Design Guidelines – A guide to koala – sensitive design measures for planning and development activities*;
- (b) The Body Corporate is responsible for the maintenance, repair and reporting for the onsite storm water management devices located within the Scheme to ensure the design discharge parameters are maintained for the life of the development;
- (c) The Body Corporate must comply with the recommendations and requirements of the *Bushfire Management Plan* for the Scheme approved by the Local Authority;
- (d) The Body Corporate is responsible for the maintenance of any structure, including fences, retaining walls and revetment walls, located on a Lot adjacent to the Common Property boundary with public land, including roads and parks;
- (e) The Body Corporate is responsible for ongoing compliance with the landscaping and facilities requirements under the development approval;
- (f) The owners and occupiers of all Lots have unrestricted access to any recreation areas in the Common Property, other than areas allocated to a Lot under an exclusive use by-law;
- (g) The Body Corporate is responsible for the maintenance of remnant vegetation areas included within the communal open space in accordance with the development approval.

33. Body Corporate may Employ

The Body Corporate may employ, for and on behalf of the Body Corporate, such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.

34. Copy of By-laws

A copy of these by-laws (or a summary thereof approved by the Committee) shall be exhibited in a prominent place in any Lot made available for letting.

35. Definitions

35.1 In these by-laws, unless the context requires otherwise:

"Body Corporate" means the Body Corporate for the Scheme;

"Committee" means the Committee of the Body Corporate;

"Common Property" means the Common Property of the Scheme;

"Invitees" includes the tenants, guests, servants, employees, agents, children, licensees and other invitees of an Owner or Occupier as the case may be who may be on a Lot or the Common Property;

"Local Authority" means Moreton Bay Regional Council;

"Lot" means a lot in the Scheme, including areas allocated to the Lot under an exclusive use by-law;

"Manager" means the person or corporation appointed by the Body Corporate from time to time to, amongst other things, keep the Common Property in good order;

"Occupier" means the legal occupant from time to time of a Lot, and includes;

- (a) a tenant or lessee;
- (b) a mortgagee in possession;
- (c) an occupier of part of the lot; and
- (d) a resident Owner.

"Original Owner" means the Original Owner named in item 5 of the First Community Management Statement;

"the Act" means the *Body Corporate and Community Management Act 1997* as amended or legislation which replaces it;

"the Scheme" means the Community Title Scheme referred to in item 4 of the Community Management Statement.

36. Interpretation

36.1 Reference to:

- (a) the singular includes the plural and vice versa;
- (b) one gender includes the other;
- (c) a person includes a Body Corporate, a corporation, an unincorporated association or an authority; and
- (d) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.

36.2 "Including" and similar expressions are not words of limitation.

36.3 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

36.4 Headings are for convenience only and do not form part of these by-laws or affect interpretation.

36.5 Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning in these by-laws.

36.6 If an Owner or Occupier consists of more than one person, these by-laws bind each of them jointly and severally.

36.7 If any by-law or part of a by-law is or becomes void or unenforceable then that by-law or part will be severed from these by-laws, to the intent that all parts of these by-laws that are not or do not become void or unenforceable will remain in full force and effect unaffected by any severance.

36.8 If under these by-laws the approval of the Body Corporate or the Committee is required, it must be in writing and it may be given on conditions.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Statutory Easements

The following lots are affected (or proposed to be affected) by statutory easements as identified in the Services location diagram attached to this Community Management Statement and marked 'B'. The types of statutory easements affecting each lot are identified in the following table:

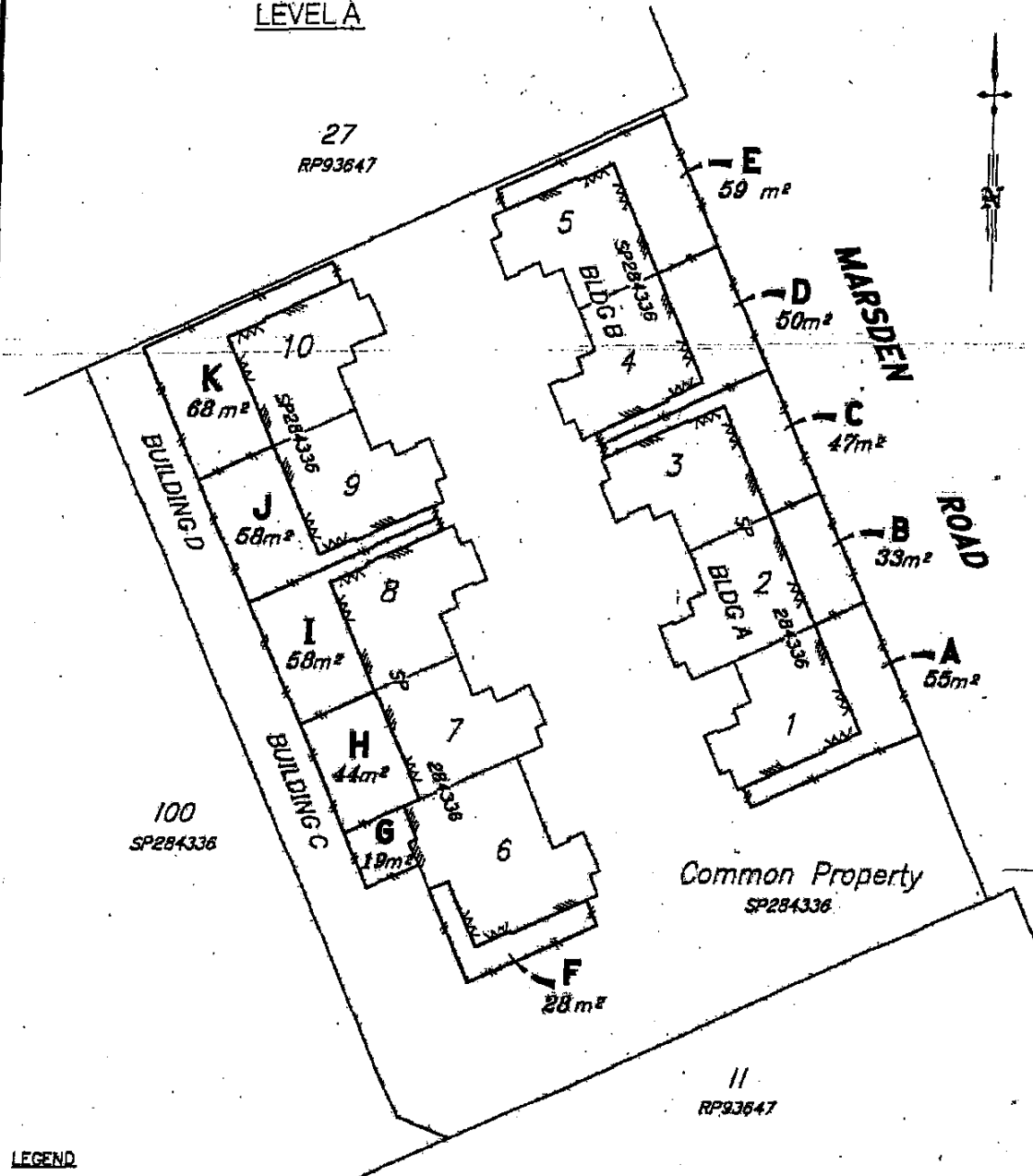
Lots on Plan or CP	Statutory Easement	Service Location Diagrams
Common Property	Support, shelter and services	B
All lots	Support, shelter and services	B

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

Lot on Plan	Exclusive Use of Area	Use	By-Law Requirement
Lot 1 on SP 284336	Area "A" on attached Plan A	Private Courtyard	By-Law 27
Lot 2 on SP 284336	Area "B" on attached Plan A	Private Courtyard	By-Law 27
Lot 3 on SP 284336	Area "C" on attached Plan A	Private Courtyard	By-Law 27
Lot 4 on SP 284336	Area "D" on attached Plan A	Private Courtyard	By-Law 27
Lot 5 on SP 284336	Area "E" on attached Plan A	Private Courtyard	By-Law 27
Lot 6 on SP 284336	Areas "F" and "G" on attached Plan A	Private Courtyard	By-Law 27
Lot 7 on SP 284336	Area "H" on attached Plan A	Private Courtyard	By-Law 27
Lot 8 on SP 284336	Area "I" on attached Plan A	Private Courtyard	By-Law 27
Lot 9 on SP 284336	Area "J" on attached Plan A	Private Courtyard	By-Law 27
Lot 10 on SP 284336	Area "K" on attached Plan A	Private Courtyard	By-Law 27
Lot 11 on SP 284337	Area "L" on attached Plan A	Private Courtyard	By-Law 27
Lot 12 on SP 284337	Area "M" on attached Plan A	Private Courtyard	By-Law 27
Lot 13 on SP 284337	Area "N" on attached Plan A	Private Courtyard	By-Law 27
Lot 14 on SP 284337	Area "O" on attached Plan A	Private Courtyard	By-Law 27
Lot 15 on SP284338	Area "P" on attached Plan A	Private Courtyard	By-Law 27
Lot 16 on SP284338	Area "Q" on attached Plan A	Private Courtyard	By-Law 27
Lot 17 on SP284338	Area "R" on attached Plan A	Private Courtyard	By-Law 27
Lot 18 on SP284338	Area "S" on attached Plan A	Private Courtyard	By-Law 27
Lot 19 on SP284338	Area "T" on attached Plan A	Private Courtyard	By-Law 27
Lot 20 on SP284338	Area "U" on attached Plan A	Private Courtyard	By-Law 27
Lot 21 on SP284338	Area "V" on attached Plan A	Private Courtyard	By-Law 27
Lot 22 on SP284338	Area "W" on attached Plan A	Private Courtyard	By-Law 27
Lot 23 on SP284338	Area "X" on attached Plan A	Private Courtyard	By-Law 27
Lot 24 on SP284338	Area "Y" on attached Plan A	Private Courtyard	By-Law 27
Lot 25 on SP284338	Area "Z" on attached Plan A	Private Courtyard	By-Law 27
Lot 26 on SP284338	Area "AA" on attached Plan A	Private Courtyard	By-Law 27
Lot 27 on SP284338	Area "AB" on attached Plan A	Private Courtyard	By-Law 27
Lot 28 on SP284338	Area "AC" on attached Plan A	Private Courtyard	By-Law 27
Lot 29 on SP284338	Area "AD" on attached Plan A	Private Courtyard	By-Law 27
Lot 30 on SP284338	Area "AE" on attached Plan A	Private Courtyard	By-Law 27
Lot 31 on SP284338	Area "AF" on attached Plan A	Private Courtyard	By-Law 27

Lot 32 on SP284338	Area "AG" on attached Plan A	Private Courtyard	By-Law 27
Lot 33 on SP284338	Area "AH" on attached Plan A	Private Courtyard	By-Law 27
Lot 34 on SP284338	Area "AI" on attached Plan A	Private Courtyard	By-Law 27
Lot 35 on SP 284337	Area "AJ" on attached Plan A	Private Courtyard	By-Law 27
Lot 36 on SP 284337	Area "AK" on attached Plan A	Private Courtyard	By-Law 27
Lot 37 on SP 284337	Area "AL" on attached Plan A	Private Courtyard	By-Law 27
Lot 38 on SP 284337	Area "AM" on attached Plan A	Private Courtyard	By-Law 27
Lot 39 on SP 284337	Area "AN" on attached Plan A	Private Courtyard	By-Law 27
Lot 40 on SP 284337	Area "AO" on attached Plan A	Private Courtyard	By-Law 27
Lot 41 on SP 284337	Area "AP" on attached Plan A	Private Courtyard	By-Law 27
Lot 42 on SP 284337	Area "AQ" on attached Plan A	Private Courtyard	By-Law 27
Lot 43 on SP 284337	Area "AR" on attached Plan A	Private Courtyard	By-Law 27
Lot 45 on SP 284337	Area "AS" on attached Plan A	Private Courtyard	By-Law 27
Lot 46 on SP 284337	Area "AT" on attached Plan A	Private Courtyard	By-Law 27
Lot 49 on SP 284337	Area "AU" on attached Plan A	Private Courtyard	By-Law 27
Lot 50 on SP 284337	Area "AV" on attached Plan A	Private Courtyard	By-Law 27
Lots 44 & 45 on SP 284337	Area "AW" on attached Plan A	Private Courtyard	By-Law 27
Lots 46 & 47 on SP 284337	Area "AX" on attached Plan A	Private Courtyard	By-Law 27
Lots 48 & 49 on SP 284337	Area "AY" on attached Plan A	Private Courtyard	By-Law 27
Lots 50 & 51 on SP 284337	Area "AZ" on attached Plan A	Private Courtyard	By-Law 27

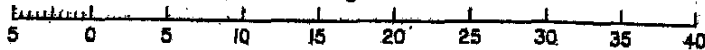
MAGNOLIA PREMIUM TOWNHOMES C.T.S
LEVEL A



LEGEND

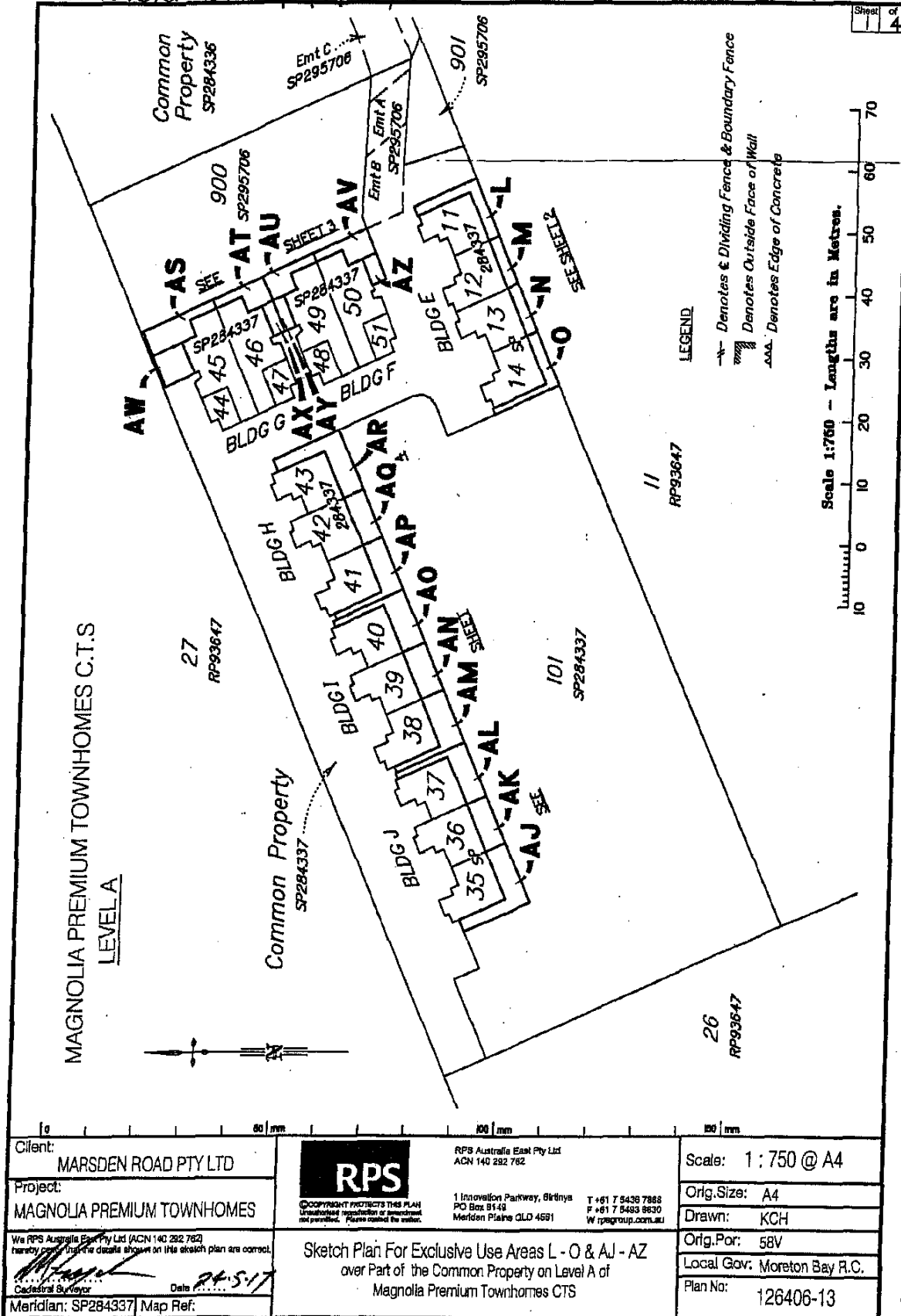
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- Denotes Outside Face of Wall
- Denotes Edge of Concrete

Scale 1:400 - Lengths are in Metres.



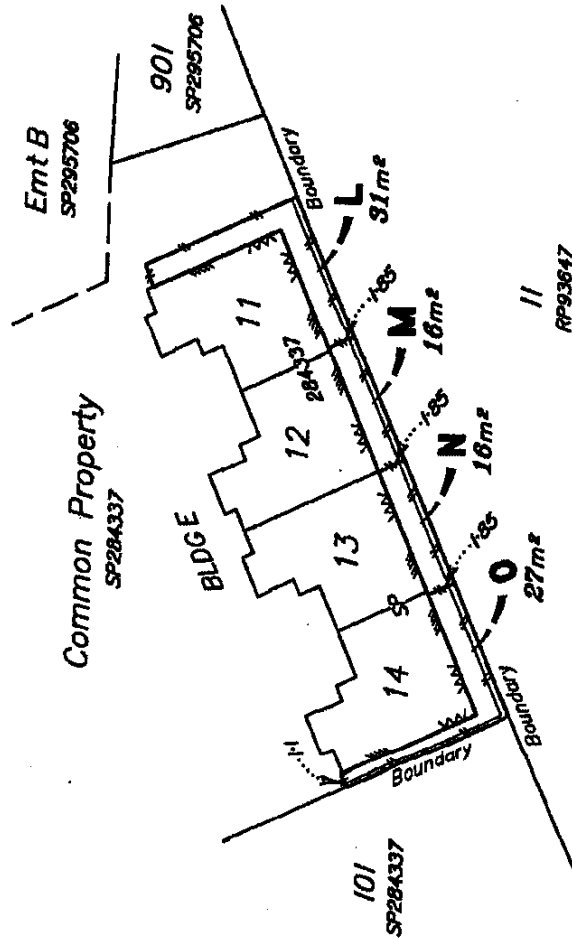
Client: MARSDEN ROAD PTY LTD		 RPS Australia East Pty Ltd ACN 140 252 782 1 Innovation Parkway, Strathmore PO Box 8146 Meridian Plains QLD 4601 T +61 7 6436 7885 F +61 7 5463 6830 W rpsgroup.com.au	Scale: 1:400 @ A4
Project: MAGNOLIA PREMIUM TOWNHOMES			Orig. Size: A4 Drawn: KCH
We RPS Australia East Pty Ltd (ACN 140 252 782) hereby certify that the details shown on this sketch plan are correct. Meridian Survey Date: 1.1.17		Sketch Plan For Exclusive Use Areas A - K over Part of the Common Property on Level A of Magnolia Premium Townhomes CTS	
Meridian: SP284336		Orig. Por: 56V Local Gov: M.B.R.C. Plan No: 126406-10	

Page 19 of 29



MAGNOLIA PREMIUM TOWNHOMES C.T.S

LEVEL A



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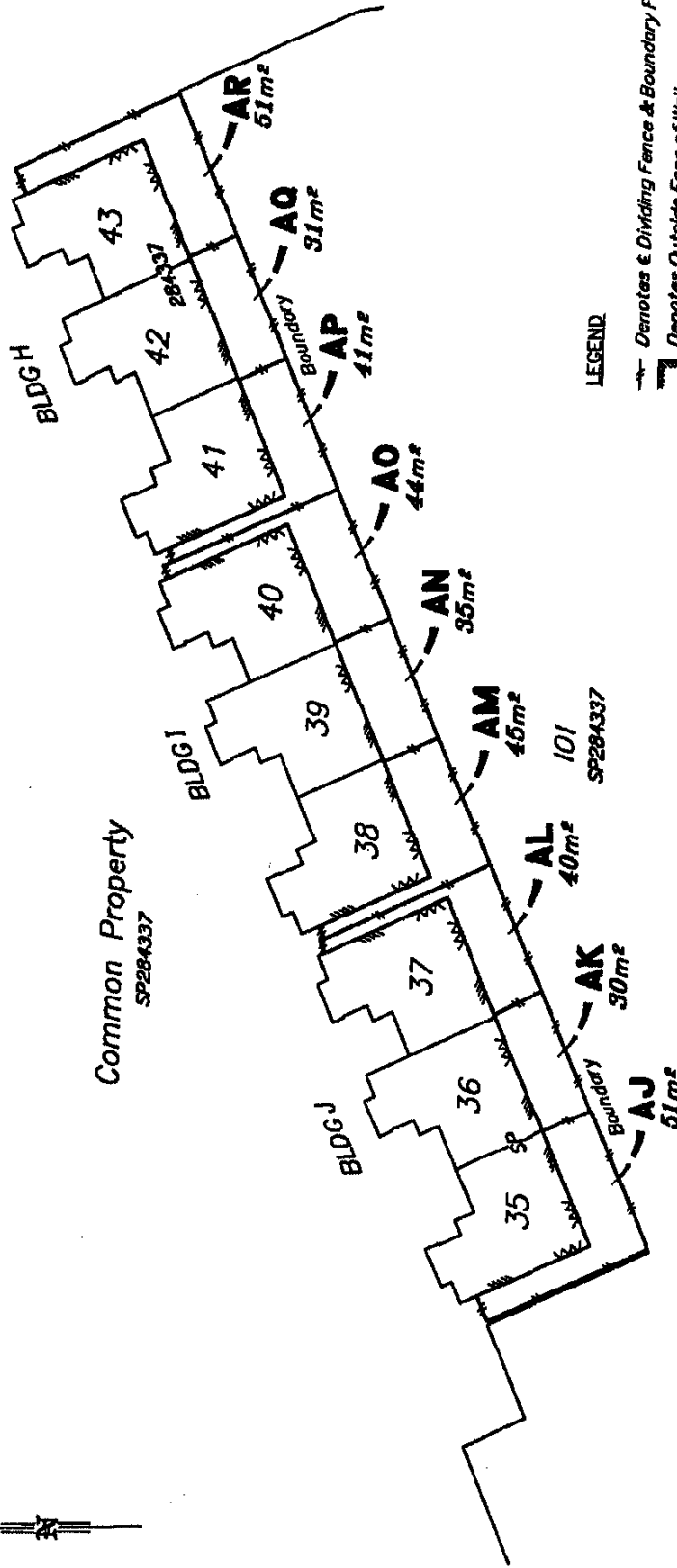


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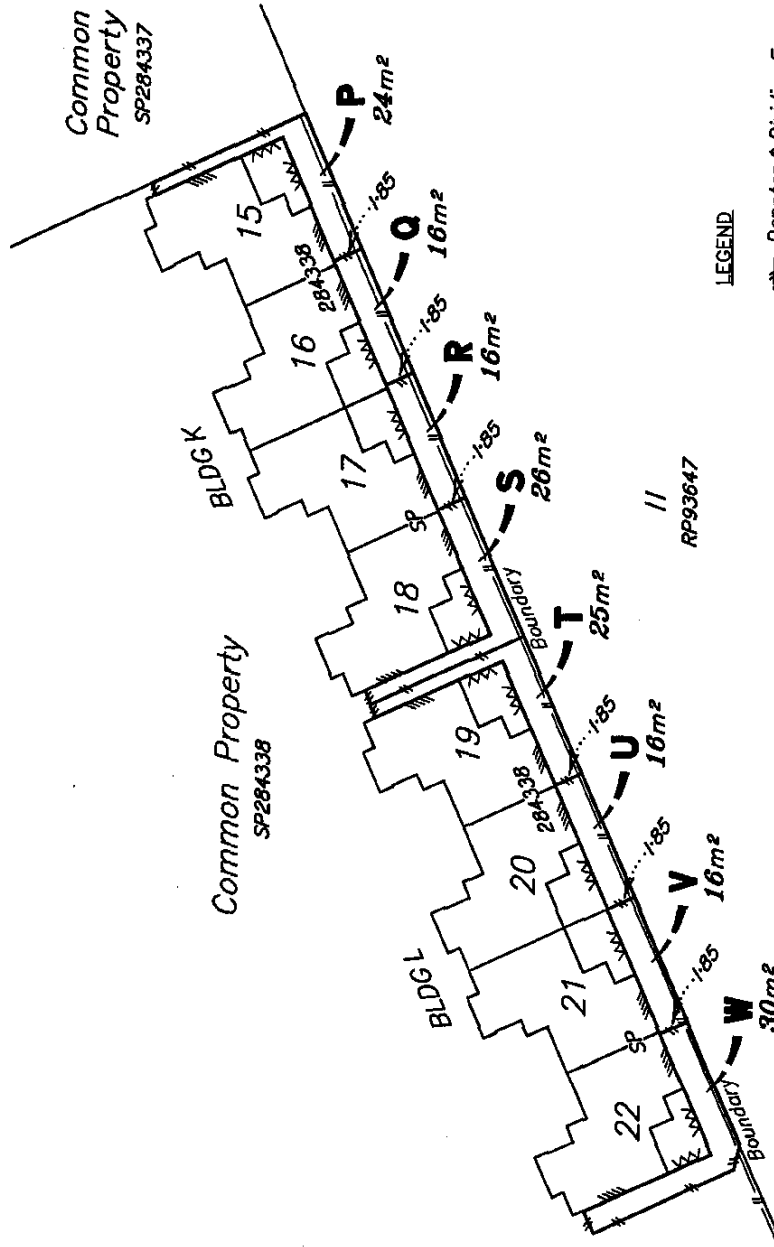
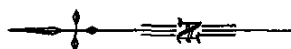
MAGNOLIA PREMIUM TOWNHOMES C.T.S

LEVEL A



MAGNOLIA PREMIUM TOWNHOMES C.T.S

LEVEL A



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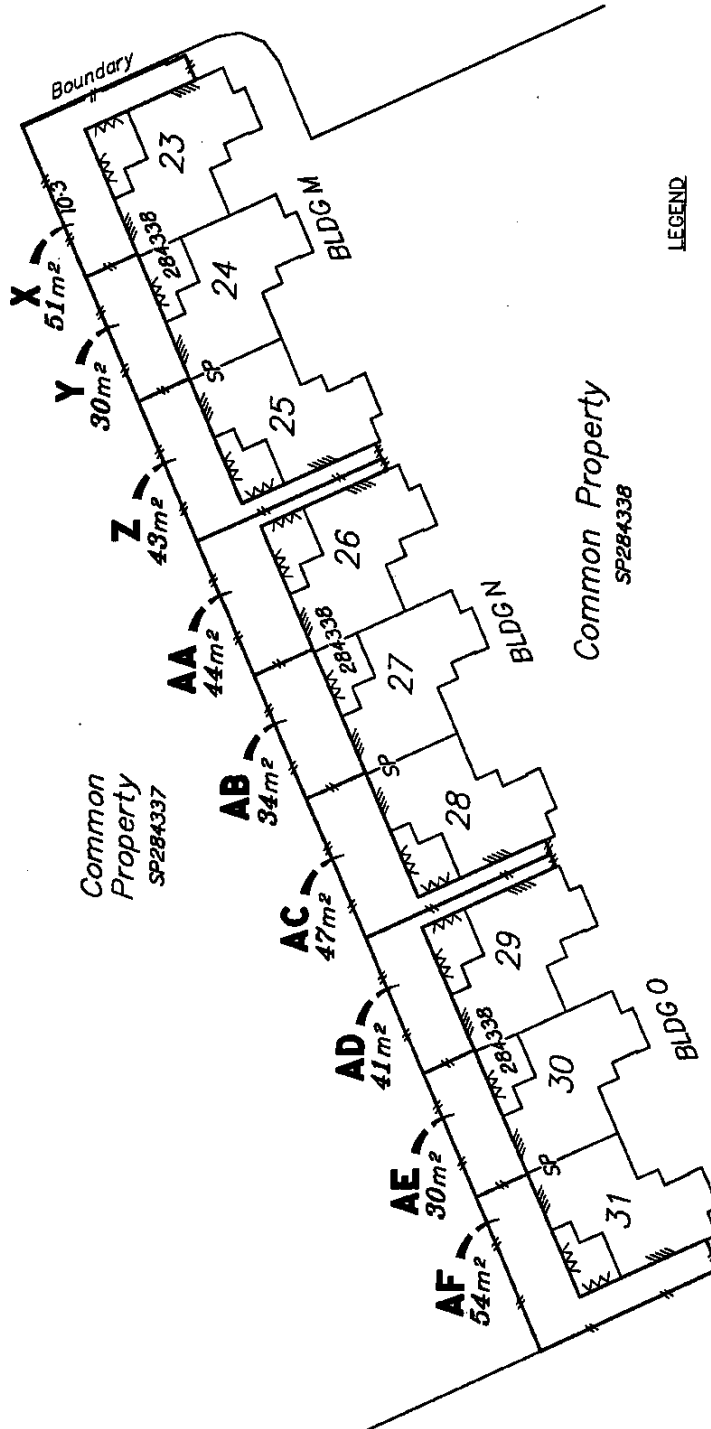
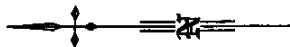
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MAGNOLIA PREMIUM TOWNHOMES C.T.S

LEVEL A



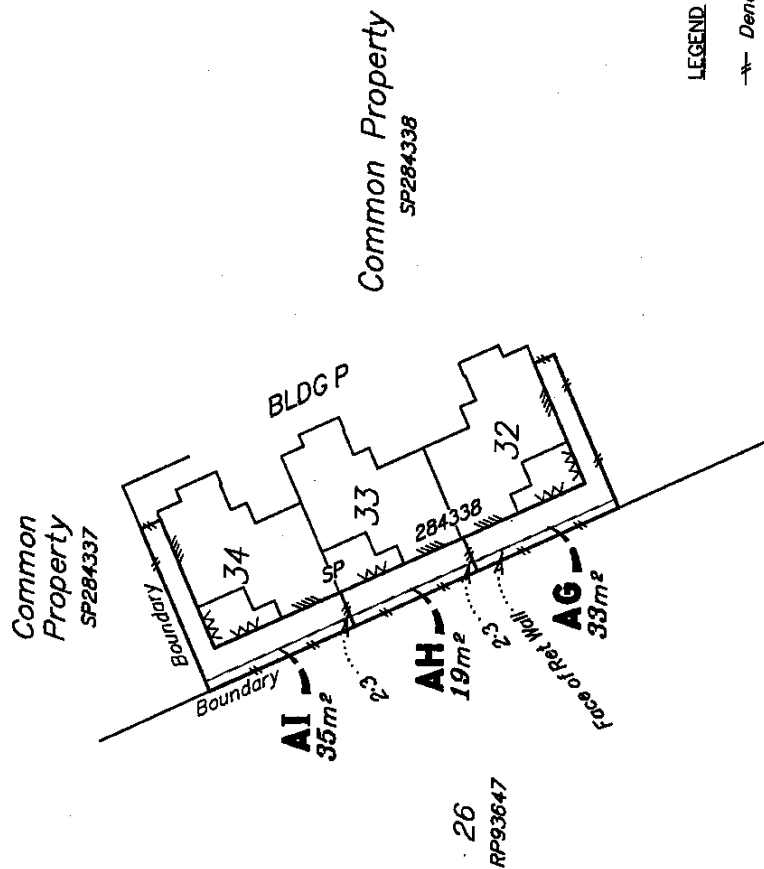
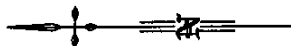
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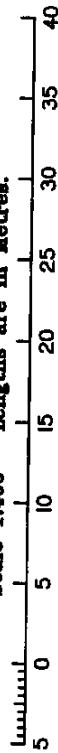
MAGNOLIA PREMIUM TOWNHOMES C.T.S
LEVEL A



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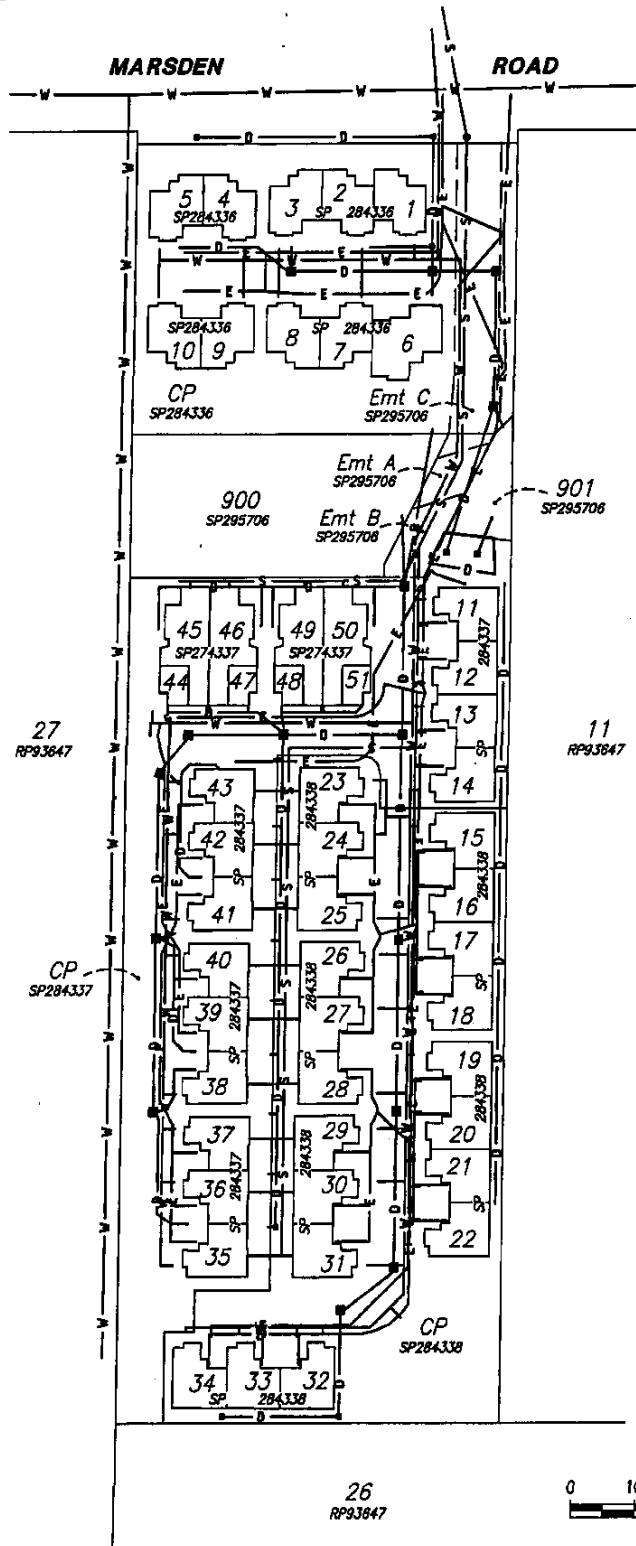


LEGEND	
— S —	SEWER
— D —	STORMWATER
— W —	WATER
— E —	U/G ELECTRICAL & COMMUNICATIONS

SERVICES LOCATION DIAGRAM MAGNOLIA PREMIUM TOWNHOMES CTS

28.01.2018

IMPORTANT NOTE:
This services location diagram discloses the existence of service easements for the purposes of S.66(1)(d) of the BCCM Act and should not be relied upon to excavate, design or construct near services, or for any reason other than the intended purpose. Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works.
Services on this plan may be plotted from sources such as engineering design information and may not have been verified after construction by survey.



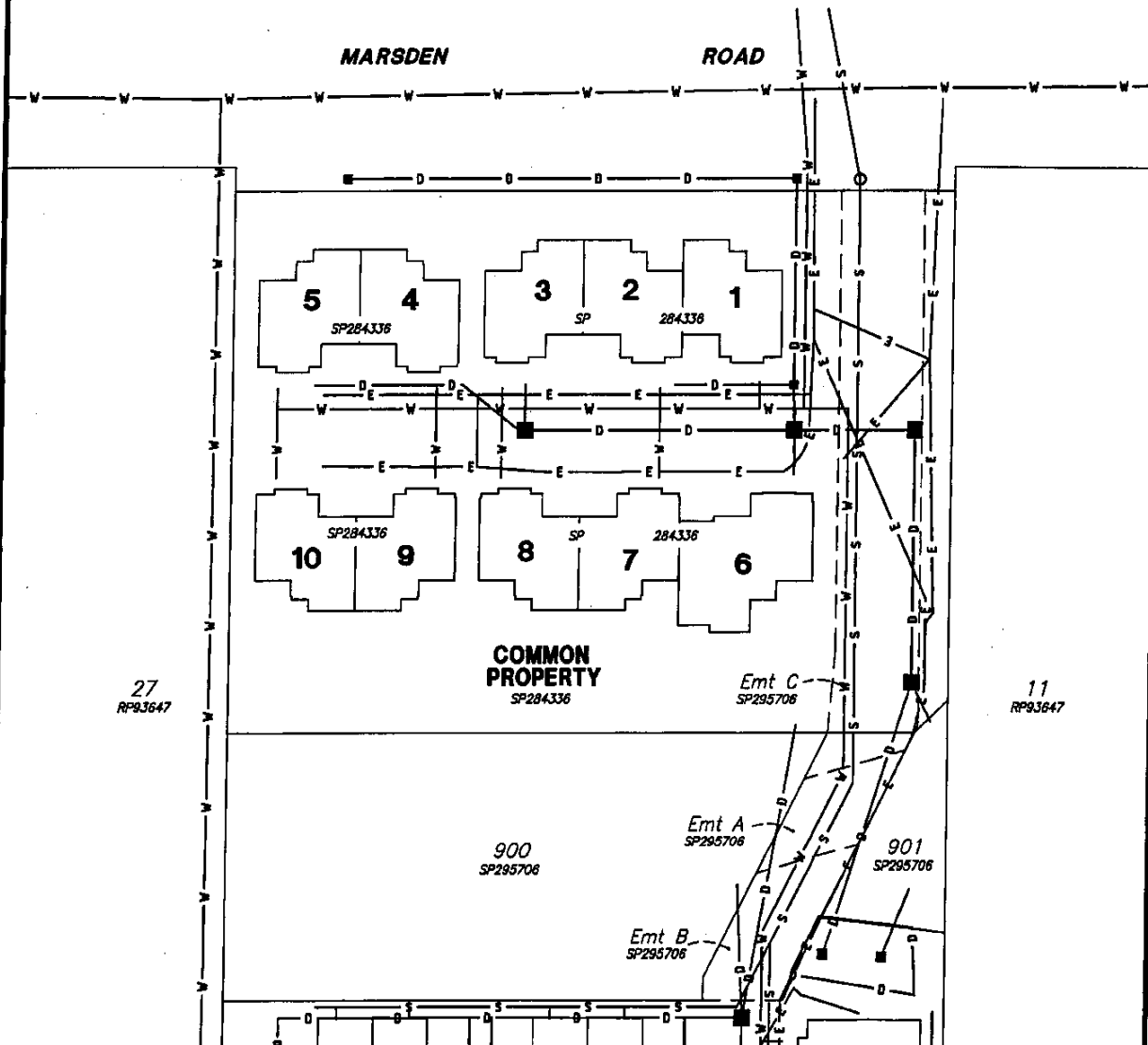
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TO THE ORIGINAL SHEET SIZE. (A4)

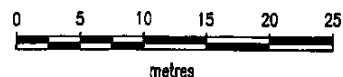
IMPORTANT NOTE:
This services location diagram discloses the existence of service easements for the purposes of S.68(1)(d) of the BCCM Act and should not be relied upon to excavate, design or construct near services, or for any reason other than the intended purpose. Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works.
Services on this plan may be plotted from sources such as engineering design information and may not have been verified after construction by survey.

**SERVICES LOCATION DIAGRAM
MAGNOLIA PREMIUM TOWNHOMES CTS**

28.01.2018



LEGEND	
— S —	SEWER
— D —	STORMWATER
— W —	WATER
— E —	U/G ELECTRICAL & COMMUNICATIONS



SCALE 1:500 IS APPLICABLE ONLY TO THE ORIGINAL SHEET SIZE. (A4)

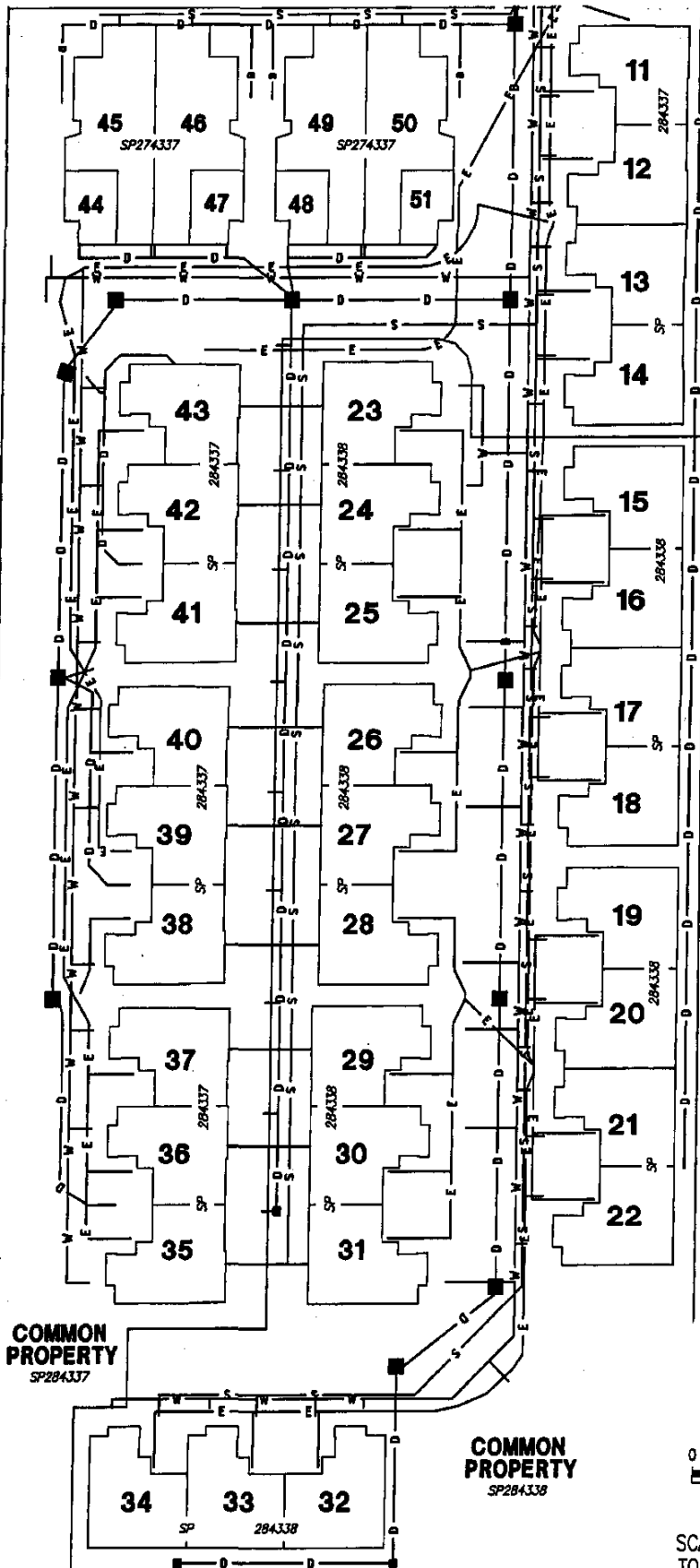
SERVICES LOCATION DIAGRAM
MAGNOLIA PREMIUM TOWNHOMES CTS
28.01.2018



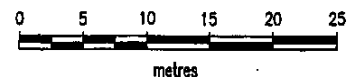
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Services on this plan may be plotted from sources such as engineering design information and may not have been verified after construction by survey.

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LEGEND	
— S —	SEWER
— D —	STORMWATER
— W —	WATER
— E —	U/G ELECTRICAL & COMMUNICATIONS



SCALE 1:500 IS APPLICABLE ONLY TO THE ORIGINAL SHEET SIZE. (A4)

RENEWAL TAX INVOICE

Body Corp Magnolia Premium Townhomes CTS 49940
C/- KBW Community Management
Po Box 287
MOOLOOLABA QLD 4557

Date: 13/08/2024
Invoice Number: 482010
Account Manager: BC39

Thank you for using our services to arrange this insurance cover. Brief details of cover arranged on your behalf are given below. You should refer to the policy documents issued by the Insurer for complete policy terms and conditions.

Please read carefully the important notices attached regarding your duty of disclosure. Do not hesitate to contact us with any questions you may have.

Type of Policy	CTD Community Title - Domestic	Premium
Insured	Body Corp Magnolia Premium Townhomes CTS 49940	Base Premium \$28,005.74
Policy Description	209 Marsen Road, Kallangur QLD 4503	F & E Service Levy \$0.00
Policy Number	HU0006112880	Stamp Duty \$2,772.56
Period of Insurance	14/09/2024 to 14/09/2025	Underwriter Fee \$150.00
Effective Date	14/09/2024	Broker Fee \$250.09
Insurer	CHU Underwriting Agencies Pty Ltd	Admin Fee \$50.00
		GST \$2,845.61
		Invoice Total \$34,074.00

Payment Options



DEFT Reference Number
40726224820102

Pay by credit card or registered bank account at www.deft.com.au. Payments by credit card may attract a surcharge.



*498 407262 24820102

Pay in-store at Australia Post by cheque or EFTPOS



Bill Code: 20362
Ref: 40726224820102

Direct Insurance Brokers

Want to pay monthly?



Click here to accept online

Total amount payable \$37,804.01
(includes application fee and credit charges)
or visit edge.iqumulate.com/myaccount
Enter code: FVBR5ZR2RJ

✓
Smooth out cash flow
Easy monthly payments
No additional security

Name: Body Corp Magnolia Premium Townhomes CTS 49940
Client ID: 2497
Invoice No: 482010

1st instalment of: \$3,798.40
followed by 9 instalments of: \$3,778.40
or Total Due: \$34,074.00

Contact your participating financial institution to make BPAY payments using the biller code and reference number as detailed above

IMPORTANT INFORMATION AND NOTICES

Our Remuneration

Our remuneration for advising you about this insurance will be by way of fee and/or commission. Commission is paid by the insurer of your policy, and fees are charged by our office for the service we provide. All these amounts include GST. Some of our remuneration may be tax deductible.

	Amount	GST	Total
Broker Fee	\$250.09	\$25.01	\$330.10
Admin Fee	\$50.00	\$5.00	
Commission	\$5,601.14	\$560.12	\$6,161.26
Total Income	\$5,901.23	\$590.13	\$6,491.36
Referral Partner Amount	-\$4,200.85	-\$420.09	-\$4,620.94
Net Income	\$1,700.38	\$170.04	\$1,870.42

Out of the income received by Direct Insurance Brokers, we MAY pay a portion of this to a referrer, associate and/or authorised representative. This is not an additional cost, this comes out of the income we receive, and is paid to help assist our office in managing the insurance arrangements. All amounts are displayed in the table above, and if you have any questions, please contact our office.

About this notice / Statutory documents: This important notice highlights some of the legal requirements, conditions and obligations that relate to the placement and operation of your insurance policy. For your protection, please read carefully these notices and our Financial Services Guide, any Statements of Advice and the insurer's Product Disclosure Statement before you complete the proposal form.

Appointment / Authority to act as your broker: When you instruct us to arrange cover on your behalf, it is deemed that you have appointed us as your agent to deal with all matters relevant to all insurance contracts, including claims.

Duty to not make a misrepresentation - (consumer insurance contracts only) (Note: if you are **applying for a new consumer insurance contract, or varying an existing consumer insurance contract**, which is an insurance policy obtained wholly or predominately in relation to personal, domestic or household insurance purposes, you must answer the specific questions asked by the insurer truthfully and accurately. In answering those questions, you must tell the insurer all information that's known to you and that a reasonable person would be expected to provide in answer to the questions). You have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty). Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA. Your duty applies before you enter into the policy, and also before you renew, extend, vary, or reinstate the policy. Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete. If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both. If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

Duty to not make a misrepresentation - (consumer insurance contracts only) (Note: if you are **renewing a consumer insurance contract**, which is an insurance policy obtained wholly or predominately in relation to personal, domestic or household insurance purposes, you must answer the specific questions asked by the insurer truthfully and accurately. In answering those questions, you must tell the insurer all information that's known to you and that a reasonable person would be expected to provide in answer to the questions). Before you renew your policy, you have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (**your duty**). Your duty applies only in respect of your policy that is a consumer insurance contract, which is a term defined in the ICA. This notice includes information you have previously told us that is relevant to your policy, which we passed on to the insurer. The insurer requires you to contact us to tell us if this information is incorrect, or if it has changed. If you do not tell us about a change to something you have previously told us, the insurer will take this to mean that there is no change. To ensure you meet your duty, when you contact us to advise of any information that is incorrect or has changed, the updated information you give us must be truthful, accurate and complete. If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both. If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

Duty of disclosure - (non-consumer insurance contracts only – new business and alterations. Your duty of disclosure
Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- the insurer knows, or should know; or
- the insurer waives your duty to tell them about.

If you do not tell the insurer something

Direct Insurance Brokers

AFSL 241075
AB.N. 39010352075

If you do not tell the insurer anything you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

Duty of disclosure - (non-consumer insurance contracts only - renewals)

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract. You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- the insurer knows, or should know; or
- the insurer waives your duty to tell them about.

If you do not tell the insurer something

If you do not tell the insurer anything that you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed

Standard Covers: The Insurance Contracts Acts Regulations set out the standard cover terms of motor vehicle, home building, home contents, sickness and accident, consumer credit and travel insurance. If any insurer wishes to rely on a term which is different from the standard cover terms, the insurer must clearly inform you in writing of that different term. The insurer may do so by giving you a copy of the PDS/policy wording.

Change of Risks or Circumstances / Alterations to Your Business: It is vital that you should advise us in writing of any departure from your "normal" form of business activities (i.e. that which has already been conveyed to your insurers). For example, acquisitions, changes in occupation or location, new products or new overseas activities. To ensure proper protection, please consult with us if you are in any doubt as to whether your insurer should or should not be told of certain changes.

Average or Co-Insurance Protection: Some policies contain an Average/Co-Insurance clause which means that you must insure for the full insurable value of the property insured. If you under-insure, your claim may be reduced in proportion to the amount of the under-insurance. As such, if you are in any doubt regarding this clause insofar as it applies to your policy, please contact your Account Executive for assistance.

Utmost Good Faith: Every contract of insurance is subject to the doctrine of utmost good faith which requires that the parties to the contract should act towards each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by insurers.

Conflicts of Interest: Direct Insurance Brokers was established in 1980, and has a large portfolio of clients, some of whom have been with us for many years. We have built strong personal and business relationships based on trust and integrity, however perceived or actual conflicts of interest need to be addressed and disclosed. Our business employs staff and has owners that may be friends and/or family of clients or industry colleagues. We have a conflicts register where we address these matters, and outline our handling of them to prevent any impact to our clients. Any conflicts are addressed by management, and we endeavour to make sure they do not impact our ability to do our job as a licensed insurance broker.

Claims Made and Notified Policy: Some insurance policies operate on a so-called "claims made and notified" basis. This means that the policy covers you for claims made against you and notified to the insurer during the period of cover, irrespective of when the circumstances giving rise to the claim occurred.

Cancellation – Retained Remuneration: You are aware from our Financial Services Guide that we earn commission from insurers for placing insurance with them. Most of the commission and broker fee we earn is paid to our staff and for other expenses. When you pay this invoice, you agree that should this insurance be cancelled, we will retain our remuneration. You will receive the return premium allowed less any commission we must return to the insurer and there will be no refund of broker fee. For some insurances there is no refund entitlement. If Premium Funding is used to pay a premium, any refund is remitted to the Premium Funding company unless they direct otherwise. We are not responsible for any additional funding costs that may accrue through delays in obtaining refunds from insurers.

Misstatement of Premium: We try to tell you the correct amount of premium and statutory charges that applies to your insurance. In the event that we misstate that amount (either because we have made an unintentional error or because a third party has misstated the amount), we reserve the right to correct the amount. By instructing us to arrange insurance for you, you agree, where permitted by law, that you shall not hold us responsible for any loss that you may suffer as a result of any such misstatement.

Credit Card Surcharge: Please note that payments by Credit Card will attract surcharge: Visa & Mastercard .84%

Notes:

Body Corporate Magnolia Premium Townhomes CTS 49940

RESIDENTIAL STRATA INSURANCE SUMMARY

Location: 209 Marsden Road, Kallangur Qld 4503
Insurance Period: 14/09/24 to 14/09/25

This summary is intended to provide a quick reference to your cover. It highlights benefits and draws attention to some aspects of cover that are commonly misunderstood. It is not an exhaustive explanation of all the benefits and exclusions of the:

CHU RESIDENTIAL STRATA INSURANCE version QM562-1023

The insurer's documentation prevails and should be read. The policy wording is enclosed.

The policy is underwritten by QBE Insurance Australia 100%.

CHU Underwriting Agencies Pty Ltd is the Wholesale Intermediary. Should you wish to access the Financial Services Guide, please contact us and we will arrange to have a copy sent to you. The U/W Levy is a CHU Underwriting Agencies fee.

Please contact us if you have any questions or need more details or advice on this or any other insurance.

This invoice has been issued by **Direct Insurance Brokers Pty Ltd ABN 39 010 352 075 AFSL 241 075**. Please contact us if you have any questions or need more details or advice on this or any other insurance.

Cover

Insured Property	Insured
Building	\$17,142,221
Common Area Contents	\$171,422
Loss of Rent & Temporary Accommodation (total payable)	\$2,571,333
Floating Floorboards	Selected
Liability to Others	Insured
Limit of Liability	\$20,000,000
Fidelity Guarantee	Insured
Sum Insured	\$100,000
Voluntary Workers	Insured
Death	\$200,000
Total Disablement (per week)	\$2,000
Office Bearers Legal Liability	Insured
Limit of Liability	\$1,000,000
Machinery Breakdown	Not Insured
Catastrophe Insurance	Not Insured
Government Audit and Related Covers	Insured

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AB.N. 39010352075

Government Audit Costs	\$25,000
Appeal expenses - common property health & safety breaches	\$100,000
Legal Defence Expenses	\$50,000
Lot Owners Fixtures and Improvements (per lot)	Insured
Lot Owners' Fixtures and Improvements (per lot)	\$250,000
Flood Cover	Insured

FLOOD Notice:

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

EXCESSES:	Policy 1 –Water Damage	\$1,000
	All other claims (Inc. Earthquake)	\$1,000
	Policy 8 - Legal Defence Expenses	\$1,000

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 Section 1 – Insured Property for loss or damage caused by:

- Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or
- Rainwater

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

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

Property Details

This policy has been provided based on the following property information. If any of these details are incorrect or need to be updated, please contact our office on (07) 3866 5444.

Year Built:	2018	External Walls:	Brick and 50% Painted FC Cladding	Cladding/Type/%	50%
No. of Lots:	51	Floors:	Concrete	% of Holiday Let:	-
No. of Storeys:	2	Roof:	Timber/Metal	% of Commercial Lots:	-
No. of Pools:	-	No. of Lifts:	-	Other:	-
Are there any known defects or hazards: No					

STORM SURGE Notice

A storm surge is a coastal flood or tsunami-like phenomenon of rising water commonly associated with low pressure weather systems (such as tropical cyclones and strong extratropical cyclones), the severity of which is affected by the

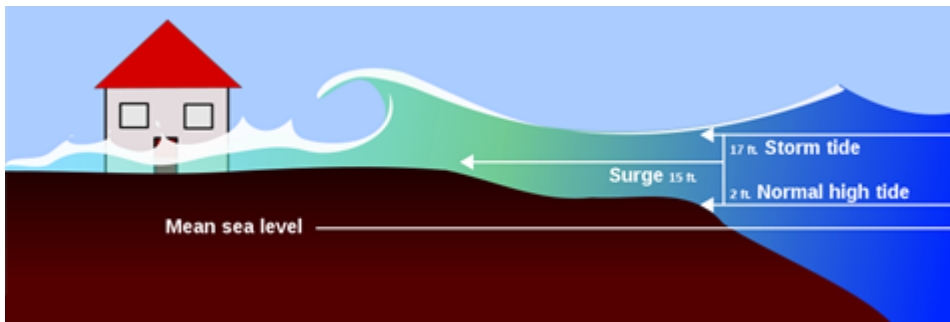
shallowness and orientation of the water body relative to storm path, and the timing of tides. Most casualties during tropical cyclones occur as the result of storm surges.

Does my policy cover this?

The majority of policies specifically exclude Storm Surge on it's own, however SOME may provide cover for the damage caused by Storm Surge if such Damage occurs at the same time as other damage directly caused by a named cyclone.

However please be aware that any named cyclone excess noted on your schedule will apply to all damage caused by Storm Surge and named cyclone.

If you have any concerns about Storm Surge insurance, please contact our office – (07) 3866 5444.



BUILDING SUM INSURED Notice

Underinsurance is a major problem in Australia, and it's important that your strata scheme complies with legislation and insures the building for its full replacement value. Over the last few years, we've seen a dramatic rise in the cost of rebuilding, and would strongly recommend that all schemes make a conscious effort to check their building sum insured and engage a professional valuer on a regular basis to confirm the correct insurable amount.

OFFICE BEARER'S NOTICE - Statutory Fines & Penalties and Additional Defence Costs

Please be aware that not all policies have these optional additional benefits, and even though this cover is not required under the Act, all schemes should take this into consideration.

Statutory Fines & Penalties will protect the office bearer's against "wrongful acts" regarding a breach of legislation that imposes a form of no fault liability regarding fines and penalties.

This relates to the Strata Schemes Management Act, Work Health & Safety / Occupational Health & Safety Legislation, Employment Practices Legislation and Environmental Law.

Additional Defence Costs is extra cover the body corporate takes on top of their existing Office Bearer's limit of liability, when they believe their current cover is inadequate and needs to be extended.

We recommend all committees review their Office Bearer's cover and contact our office if they have any questions.

IMPORTANT MATTERS

Policy Wording (PDS)

If you would like a soft copy of your policy wording, please contact our office.

Please read your **Duty to not make a misrepresentation (consumer insurance contracts) or Your Duty Of Disclosure (non consumer insurance contracts)** and the other Important Notices on the back of the invoice.

Insurers may impose a penalty or even deny a claim where disclosure does not meet their strict standards for acceptance. **If there is anything which should be disclosed to the insurer, please send us the details.**

Office Bearers Liability provides cover on a "Claims Made" Basis. (This is different to ordinary legal liability insurances).

For any Office Bearers Liability claim to be considered by your insurance company, the following **must** happen **during** the current period of insurance:-

- A claim is made against you AND you were unaware, at the start of the period of insurance, that its circumstances might lead to a claim;

or,

- You become aware for the first time about circumstances which might lead to a claim against you.

In both cases the claim or circumstances must be notified to your insurance company promptly and **before the current period of insurance expires.**

Privacy Policy Statement

We have recently updated our Privacy Policy which includes details of how we handle personal information and how individuals can access and correct their information or make a complaint about Privacy. To access our Privacy Policy, it can be downloaded from our website www.directinsurance.com.au or contact us by phone and request a hardcopy.

Financial Claims Scheme

In the unlikely event Insurers were to become insolvent and could not meet its obligations under this Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria and for more information see APRA website at <http://www.apra.gov.au> and the APRA hotline on 1800 931 678

Insurance Code of Practice

We are bound by the Insurance Code of Practice Version 01.11.2022. A copy is available on our website, or contact us by phone and request a hardcopy.

Terms of Engagement

In regard to this Policy we will act on your behalf as an insurance broker.

Our Team

Please refer to bottom right side of our invoice for Account Managers Reference

Our Services

As your insurance broker, we will provide the following services;

Pre-placement services

- Help you identify and assess your risks and develop a proposal to submit to a potential insurer/insurers;
- Providing advice on risk mitigation and management strategies;

Insurance placement and premium financing

- Seek insurance quotes (for more information on how we will seek quotes see "Approaching the Market")
- Negotiate policy coverage and policy renewal annually or as otherwise agreed in your service plan
- Seek to bind coverage where you have authorised us to do so (except in urgent circumstances where unless you instruct otherwise, we may choose to bind insurance on your behalf if we consider that is in your best interests)
- Obtain and provide a quotation for premium funding

Post-placement services

- Prepare and manage claims if an insured event occurs
- Advocate on your behalf during the claims process
- Facilitate policy changes and/or cancellations as per your instructions

Approaching the market

We will seek quotes from the broader general insurance market before making a recommendation. We have arrangements with a segment of the Insurer and Underwriter market who are able to provide cover appropriate to the risk, which will enable us to find the right insurance product for you.

Remuneration

In return for the services we provide, we may receive a commission usually between 0 and 30 per cent of the premium paid (excluding relevant taxes, charges and levies) which is paid to us by the insurer, and we may charge a fee. Please refer to the attached Information Statement which details our commission and any fees.

Policy Cancellation

If a cover is cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we receive from the insurer and not refund any part of the brokerage and/or broker fee we receive

for arranging the cover. A broker fee may be charged to process the cancellation.

Payment Terms

You are required to pay outstanding premiums within the time set out on our invoice, or as advised or agreed by our office.

Our advice to you

When making a recommendation, we will not take into consideration your personal objectives, financial situation or needs. Before taking any action, you should consider whether the advice we have provided is appropriate to you having regard to your individual circumstances. Clients should obtain and read the relevant product disclosure statements before making a decision.

Period of Engagement

Unless we agree otherwise, our appointment is ongoing throughout the period of insurance until either this appointment is cancelled by yourself or we are no longer able to act as your Broker

We also provide you with a Financial Services Guide (FSG). This document contains important information about our relationship with you such as

- Our status as a licensed financial services provider;
- disclosure obligations on your part and ours;
- potential conflicts of interest that we have in our dealings with insurers and other service providers;
- professional indemnity insurance arrangements;
- internal and external complaints resolution procedures
- details of our privacy policy

We will notify you of any changes to terms of trade or services provided.

FINANCIAL SERVICES GUIDE

The financial services referred to in this financial services guide (FSG) are offered by:

Direct Insurance Brokers Pty Ltd ABN 39 010 352 075, AFSL No 241075

Address: 38 Brookes Street, Bowen Hills Qld 4006

Phone: 07 3866 5444

Email: admin@directinsurance.com.au

Website: www.directinsurance.com.au

This FSG sets out the services that we can offer you. It is designed to assist you in deciding whether to use any of those services and contains important information about:

- the services we offer you.
- how we and others are paid.
- any potential conflict of interest we may have.
- our internal and external dispute resolution procedures and how you can access them.
- arrangements we have in place to compensate clients for losses.

Why we are not independent, impartial, or unbiased in relation to the provision of personal advice and the impact of this on you

We, are not independent, impartial, or unbiased pursuant to section 923A of the *Corporations Act* because:

- We may receive commission, gifts or other benefits when we provide personal advice to you in relation to insurance products and other financial products;
- We may have associations or relationships with issuers of insurance products and other financial products.

Further information about these benefits and relationships is set out in this Financial Services Guide.
If you have any questions about this information, please ask us.

Further information when personal advice is given

We will provide you with further information whenever we provide you with advice which takes into account your objectives, financial situation and needs. This information may include the advice that we have given you, the basis of the advice and other information on our remuneration and any relevant associations or interests. This information may be contained in a statement of advice (**SOA**).

When you ask us to recommend an insurance policy for you, we will usually only consider the policies offered by the insurers or insurance providers that we deal with regularly. In giving you advice about the costs and terms of recommended policies we have not compared those policies to other policies available, other than from those insurers we deal with regularly.

Product disclosure statement

If we offer to arrange the issue of an insurance policy to you, we will also provide you with, or pass on to you, a product disclosure statement (**PDS**), unless you already have an up-to-date PDS. The PDS will contain information about the particular policy which will enable you to make an informed decision about purchasing that product.

From when does this FSG apply?

This FSG applies from 22 May 2024 and remains valid unless a further FSG is issued to replace it. We may give you a supplementary FSG. It will not replace this FSG but will cover services not covered by this FSG

How can I instruct you?

You can contact us to give us instructions by post, phone or email via details mentioned on page 1 of this FSG.

Who is responsible for the financial services provided?

Direct Insurance Brokers Pty Ltd is responsible for the financial services that will be provided to you, or through you to your family members, including the distribution of this FSG.

Direct Insurance Brokers Pty Ltd holds a current Australian Financial Services Licensee no: 241075. The contact details for Direct Insurance Brokers Pty Ltd are on the front of this FSG.

Direct Insurance Brokers Pty Ltd also trades as Salon Insurance Australia and Strata Brokers.

What kinds of financial services are you authorised to provide to me and what kinds of financial product/s do those services relate to?

Direct Insurance Brokers Pty Ltd is authorised to advise and deal in general insurance products to retail and/or wholesale clients. We will do this for you as your broker unless we tell you otherwise.

Will I receive tailored advice?

Maybe not in all cases. However, we may need information about your personal objectives, details of your current financial situation and any relevant information, so that we can arrange insurance policies for you, or to give you advice about your insurance needs. We will ask you for the details that we need to know.

In some cases, we will not ask for any of this information. If we do not ask, or if you do not give us all of the information we ask for, any advice you receive may not be appropriate to your needs, objectives and financial situation.

You should read the warnings contained in any SOA or IIS, or any other warnings that we give you, carefully before making any decision about an insurance policy.

Where we provide you with advice about your insurance arrangements, that advice is current at the time that we give it. We will review your insurance arrangements when you inform us about changes in your circumstances.

In some cases, we may automatically renew your insurance to ensure you continue to be covered. At the time we will send you an offer to renew the insurance policy and invoice you for the cost of the renewal. If there is a change in your circumstances or if you want to change the details of cover, contact us as soon as you receive the renewal offer. This will allow us to assess whether your insurance is appropriate to your needs and circumstances.

Contractual Liability and your insurance cover

Many commercial or business contracts contain clauses dealing with your liability (including indemnities or hold harmless clauses). Such clauses may entitle your insurers to reduce cover, or in some cases, refuse to indemnify you at all. You should seek legal advice before signing and accepting contracts. You should inform us of any clauses of this nature before you enter into them.

What information do you maintain in my file and can I examine my file?

We maintain a record of your personal profile, including details of insurance policies that we arrange for you. We may also maintain records of any recommendations or advice given to you. We will retain this FSG and any other FSG given to you as well as any SOA, IIS or PDS that we give or pass on to you for the period required by law.

We are committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information. A copy of our privacy policy is available on request. A copy is also available on our website, www.directinsurance.com.au.

If you wish to look at your file, please ask us. We will make arrangements for you to do so.

How will I pay for the services provided?

For each insurance product the insurer will charge a premium that includes any relevant taxes, charges and levies. We often receive a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission, which is paid to us by the insurers. However, in some cases we will also charge you a fee. These will all be shown on the invoice that we send you. You can choose to pay by any of the payment methods set out in the invoice. You are required to pay us within the time set out on the invoice.

If there is a refund or reduction of your premium as a result of a cancellation or alteration to a policy, or based on a term of your policy (such as a premium adjustment provision), we will retain any fee we have charged you. We will also retain commission depending on our arrangements with the insurer, or charge you a cancellation fee equal to the reduction in our commission.

When you pay us your premium it will be banked into our trust account. We retain the commission from the premium you pay us and remit the balance to the insurer in accordance with our arrangements with the insurer. We will earn interest on the premium while it is in our trust account, or we may invest the premium and earn a return. We will retain any interest or return on investment earned on the premium.

How are any commissions, fees or other benefits calculated for providing the financial services?

Our commission will be calculated based on the following formula:

$$X = Y\% \times P$$

In this formula:

X = our commission

Y% = the percentage commission paid to us by the insurer. Our commission varies between 0% and 30%.

P = the amount you pay for any insurance policy (less any government fees or charges included in that amount).

Any fees that we charge you will be shown separately.

We do not often pay any commissions, fees or benefits to others who refer you to us or refer us to an insurer. If we do, we will pay commissions to those people out of our commission or fees (not in addition to those amounts), in the range of 0% to 100% of our commission or fees.

Our employees that will assist you with your insurance needs are usually paid in two ways – salary or commission, and bonuses or incentives which are based on a number of factors including achievement of company goals.

If we give you personal advice, we will inform you of any fees, commission or other payments we, our associates or anyone referring you to us (or us to any insurer) will receive in relation to the policies that are the subject of the advice.

See below for information on the Steadfast association and commission.

Do you have any relationships or associations with the insurers who issue the insurance policies or any other material relationships?

Steadfast

Direct Insurance Brokers Pty Ltd is a Steadfast Group Limited (**Steadfast**) Network Broker and Direct Insurance Brokers Pty Ltd and/or principals/directors hold shares in Steadfast. As a Steadfast Network Broker, we have access to services including model operating and compliance tools, procedures, manuals and training, legal, technical, HR, contractual liability advice and assistance, group insurance arrangements, product comparison and placement support, claims support, group purchasing arrangements and broker support services. These services are either funded by Steadfast, subsidised by Steadfast, or available exclusively to Steadfast Network Brokers for a fee.

Steadfast has arrangements with some insurers and premium funders (**Partners**) under which the Partners pay Steadfast a fee to access strategic and technological support and the Steadfast Broker Network. Steadfast is also a shareholder of some Partners.

Direct Insurance Brokers

AFSL 241075
AB.N. 39010352075

We may receive a proportion of any commission paid to Steadfast by its Partners at the end of each financial year (or other agreed period).

You can obtain a copy of Steadfast's FSG at www.steadfast.com.au

CQIB

Direct Insurance Brokers Pty Ltd is also a member of the Council of Queensland Insurance Brokers Inc (CQIB) and may receive indirect benefits from arranging cover for CQIB branded products. CQIB negotiates with certain insurers to issue enhanced products with broader cover for the clients of CQIB members.

CQIB may receive royalties and/or sponsorship from insurers and other service providers for its annual convention and monthly member meetings. These royalties and sponsorships also provide members education programs which offer opportunities for members to enhance their skills and knowledge.

NIBA

Direct Insurance Brokers Pty Ltd is a member of the National Insurance Brokers Association (NIBA) and subscribe to the Insurance Brokers Code of Practice.

Premium Funding

If we arrange premium funding for you, we may be paid a commission by the premium funder. We may also charge you a fee (or both). The commission that we are paid by the premium funder is usually calculated as a percentage of your insurance premium (including government fees or charges). If you instruct us to arrange or issue a product, this is when we become entitled to the commission.

Our commission rates for premium funding are in the range of 0% to 3% of funded premium. When we arrange premium funding for you, you can ask us what commission rates we are paid for that funding arrangement compared to the other arrangements that were available to you.

Staff Family and Friends

Direct Insurance Brokers was established in 1980, and has a large portfolio of clients, some of whom have been with us for many years. We have built strong personal and business relationships based on trust and integrity, however perceived or actual conflicts of interest need to be addressed and disclosed. Our business employs staff and has owners that may be friends and/or family of clients or industry colleagues. We have a conflicts register where we address these matters, and outline our handling of them to prevent any impact to our clients. Any conflicts are addressed by management, and we endeavour to make sure they do not impact our ability to do our job as a licensed insurance broker.

What should I do if I have a complaint?

1. Contact us and tell us about your complaint. We will do our best to resolve it quickly.
2. If your complaint is not satisfactorily resolved within 20 days, please contact our Complaints Officer on 07 3866 5444 or put your complaint in writing and send it to the address noted at the beginning of this FSG. We will try and resolve your complaint quickly and fairly.
3. Direct Insurance Brokers Pty Ltd is a member of the Australian Financial Complaints Authority (**AFCA**). If your complaint cannot be resolved to your satisfaction by us, you have the right to refer the matter to the AFCA. AFCA provides fair and independent financial services complaint resolution that is free to customers. The AFCA can be contacted at:

Mailing address - Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC 3001

Ph - 1800 931 678

Email - info@afca.org.au

Website - www.afca.org.au

What arrangements do you have in place to compensate clients for losses?

Direct Insurance Brokers Pty Ltd has a Professional Indemnity Insurance policy (**PI policy**) in place.

The PI policy covers us and our employees for claims made against us and our employees by clients as a result of conduct by us or our employees in the provision of financial services.

Our PI policy cover us for claims relating to the conduct of representatives who no longer work for us.

Direct Insurance Brokers

AFSL 241075
AB.N. 39010352075

This policy satisfies / these policies satisfy the requirements for compensation arrangements under section 912B of the Corporations Act.

Any questions?

If you have any further questions about the financial services Direct Insurance Brokers Pty Ltd provides, please contact us.

Please retain this document for your reference and any future dealings with Direct Insurance Brokers Pty Ltd.

This FSG was prepared 22 May 2024 V15

MAGNOLIA PREMIUM TOWNHOMES CTS 49940

209 Marsden Road Kallangur 4503

BALANCE SHEET

AS AT 13 AUGUST 2025

	ACTUAL 13/08/2025	ACTUAL 30/04/2025
<u>PROPRIETORS FUND</u>		
Administrative Fund	(7,776.83)	30,039.65
Sinking Fund	361,411.62	363,771.03
<u>TOTAL</u>	<u>\$ 353,634.79</u>	<u>\$ 393,810.68</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	88,053.80	81,755.60
Term Deposit Account	300,000.00	300,000.00
Levies In Arrears	6,552.00	12,027.34
Other Arrears	2,490.26	3,360.53
<u>TOTAL ASSETS</u>	<u>397,096.06</u>	<u>397,143.47</u>
<u>LIABILITIES</u>		
Gst Clearing A/C	(1,914.16)	(1,032.47)
P A Y G Clearing A/C	869.85	729.51
Levies In Advance	37,355.60	3,635.75
Other Payments In Advance	7,149.98	0.00
<u>TOTAL LIABILITIES</u>	<u>43,461.27</u>	<u>3,332.79</u>
<u>NET ASSETS</u>	<u>\$ 353,634.79</u>	<u>\$ 393,810.68</u>

MAGNOLIA PREMIUM TOWNHOMES CTS 49940

209 Marsden Road Kallangur 4503

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 13 AUGUST 2025

	ACTUAL 01/05/25-13/08/25	BUDGET 01/05/25-30/04/26	ACTUAL 01/05/24-30/04/25
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	0.00	149,651.25	163,045.42
Discount - Admin Fund	(4,695.95)	(29,930.25)	(28,671.99)
Levies - Building Insurance	0.00	48,750.00	42,500.00
Discount	(1,428.39)	(9,750.00)	(7,484.00)
Interest On Overdue Levies	693.90	0.00	4,779.15
Gst On Income	556.73	0.00	(15,399.25)
<u>TOTAL ADMIN. FUND INCOME</u>	(4,873.71)	158,721.00	158,769.33
<u>EXPENDITURE - ADMIN. FUND</u>			
Audit Fees	1,292.50	1,300.00	0.00
Bank Charges	0.00	5.00	0.55
Archive Fee	70.13	280.00	280.00
Tax Agents Fee	0.00	220.00	220.00
Quarterly Bas Returns	220.00	880.00	880.00
Kbw Body Corp Admin Fees	3,041.00	12,650.00	12,164.00
Common Power	413.73	1,000.00	355.28
Insurance	0.00	39,000.00	34,074.00
Levy Arrears Recovery	1,191.87	0.00	1,771.46
Resident Manager	21,767.82	87,500.00	91,732.40
Pest Control	0.00	600.00	0.00
Disbursements	1,186.25	4,745.00	4,562.00
P P & S-Extras	0.00	100.00	22.92
R & M Roof Gutter Cleaning	4,488.00	9,000.00	4,488.00
R & M General	1,353.00	3,000.00	5,985.43
Secretarial-Extras	0.00	1,000.00	0.00
Software Licensing Fee	940.95	941.00	912.90
Professional Reports/Consultng	0.00	2,000.00	0.00
Termite Inspection/Treatment	132.00	2,000.00	1,945.00
Water Rates	127.08	500.00	369.76
Surplus Utilisation	0.00	(8,000.00)	0.00
Gst On Expenses	(3,281.56)	0.00	(14,238.22)
<u>TOTAL ADMIN. EXPENDITURE</u>	32,942.77	158,721.00	145,525.48
<u>SURPLUS / DEFICIT</u>	\$ (37,816.48)	\$ 0.00	\$ 13,243.85
Opening Admin. Balance	30,039.65	30,039.65	16,795.80
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ (7,776.83)	\$ 30,039.65	\$ 30,039.65

MAGNOLIA PREMIUM TOWNHOMES CTS 49940

209 Marsden Road Kallangur 4503

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 13 AUGUST 2025

	ACTUAL 01/05/25-13/08/25	BUDGET 01/05/25-30/04/26	ACTUAL 01/05/24-30/04/25
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	0.00	81,250.00	74,999.84
Discount - Sinking Fund	(2,225.98)	(16,250.00)	(13,208.18)
Interest Received	3,180.82	0.00	10,809.38
Ato Interest	15.69	0.00	14.67
Gst On Income	202.40	0.00	(5,617.18)
<u>TOTAL SINKING FUND INCOME</u>	1,172.93	65,000.00	66,998.53
<u>EXPENDITURE - SINKING FUND</u>			
Fire Audit/Equipmnt/Legislatio	0.00	0.00	3,218.60
Grounds & Gardens	550.00	0.00	1,900.00
Plumbing	2,376.00	0.00	3,981.45
Income Tax	0.00	0.00	1,183.70
Instalment Tax	872.34	0.00	2,884.17
Payg/Bas Adjustment	0.00	0.00	(1.00)
Gst On Expenses	(266.00)	0.00	(827.29)
<u>TOTAL SINK. FUND EXPENDITURE</u>	3,532.34	0.00	12,339.63
<u>SURPLUS / DEFICIT</u>	<u>\$ (2,359.41)</u>	<u>\$ 65,000.00</u>	<u>\$ 54,658.90</u>
Opening Sinking Fund Balance	363,771.03	363,771.03	309,112.13
<u>SINKING FUND BALANCE</u>	<u>\$ 361,411.62</u>	<u>\$ 428,771.03</u>	<u>\$ 363,771.03</u>

MAGNOLIA PREMIUM TOWNHOMES CTS 49940

ACCOUNTS SUMMARY

1 May 2025 to 13 August 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
121	Administrative Fund	AUDIT FEES	
16/05/25	Audit Report	Complete Business Advisory	1,012.00
29/05/25	Prep of info Audit	Kbw Community Mgmt Pty Ltd	280.50
	Total:		1,292.50
1234	Administrative Fund	ARCHIVE FEE	
15/07/25	Archive Fee	Kbw Community Mgmt Pty Ltd	70.13
	Total:		70.13
1241	Administrative Fund	QUARTERLY BAS RETURNS	
21/07/25	Prep of info for BAS	Kbw Community Mgmt Pty Ltd	220.00
	Total:		220.00
125	Administrative Fund	KBW BODY CORP ADMIN FEES	
15/05/25	Admin Fees	Kbw Community Mgmt Pty Ltd	3,041.00
	Total:		3,041.00
127	Administrative Fund	COMMON POWER	
12/05/25	03.04.25-01.05.25	Lpe	99.53
06/06/25	01.05.25-01.06.25	Lpe	113.34
08/07/25	03.06.25-02.07.25	Lpe	106.15
06/08/25	03.07.25-01.08.25	Lpe	94.71
	Total:		413.73
1302	Administrative Fund	LEVY ARREARS RECOVERY	
04/07/25	Levy Arrears R'cvry	Kbw Community Mgmt Pty Ltd	1,191.87
	Total:		1,191.87
132	Administrative Fund	RESIDENT MANAGER	
20/05/25	FLYTO PROPERTY MANAG		7,255.94
20/06/25	FLYTO PROPERTY MANAG		7,255.94
18/07/25	FLYTO PROPERTY MANAG		7,255.94
	Total:		21,767.82
138	Administrative Fund	DISBURSEMENTS	
15/07/25	Disbursements	Kbw Community Mgmt Pty Ltd	1,186.25
	Total:		1,186.25
15013	Administrative Fund	R & M ROOF GUTTER CLEANING	
05/05/25	Vacuum Gutters	Gutter-Vac (Brisbane North)	4,488.00
	Total:		4,488.00
15020	Administrative Fund	R & M GENERAL	
05/06/25	May 2025	Stuart Harvey Handyman Svc	350.00
29/07/25	Safety Report	Phillips Safety Service	904.00

MAGNOLIA PREMIUM TOWNHOMES CTS 49940

ACCOUNTS SUMMARY

1 May 2025 to 13 August 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
15020	Administrative Fund	R & M GENERAL	
29/07/25	Service Fee 00057525	Work Order: 00057525 Safety Au	99.00
	Total:		1,353.00
1682	Administrative Fund	SOFTWARE LICENSING FEE	
23/05/25	STRATAMAX		940.95
	Total:		940.95
177	Administrative Fund	TERMITE INSPECTION/TREATMENT	
04/06/25	Rodent Station	Organic Pest Control	132.00
	Total:		132.00
18855	Administrative Fund	WATER RATES	
30/06/25	UNITYWATER		127.08
	Total:		127.08
206	Sinking Fund	INTEREST RECEIVED	
21/07/25	184-446 224056051		-3,180.82
	Total:		-3,180.82
25011	Sinking Fund	GROUND & GARDENS	
22/05/25	Tree Pruning U49	Koality Lawns & Gardens	550.00
	Total:		550.00
25025	Sinking Fund	PLUMBING	
05/05/25	Water Ingress	Rtl Trades	847.00
08/07/25	Water Ingress U43	Rtl Trades	770.00
29/07/25	Roof Issues U6	Rtl Trades	759.00
	Total:		2,376.00
2602	Sinking Fund	INSTALMENT TAX	
22/05/25	Instalment Tax		4.28
30/06/25	Instalment Tax		-0.30
21/07/25	Instalment Tax		868.36
	Total:		872.34

Statutory Encumbrance Report (Annexure)

Property: 209 Marsden Road, Kallangur QLD 4503

Energex

Underground electricity network infrastructure present, including high-voltage assets as per Energex BYDA maps. All underground cables must be treated as energised, and any unrecorded cables discovered during works must be reported to Energex immediately. High-voltage caution zones apply.

APA Group

Gas infrastructure mapping indicates the presence of medium and high-pressure gas mains nearby. Works in proximity to these assets must follow APA Group safety protocols, and Before You Dig Australia (BYDA) should be consulted prior to any excavation or development.

Unitywater

Water and sewer infrastructure in the surrounding road reserves, including water mains, sewer gravity mains, maintenance holes, valves, hydrants, and associated fittings. Unitywater maps indicate trunk mains along Marsden Road and nearby streets.

NBN Co

Telecommunications network infrastructure comprising fibre-optic, copper, and RF cables in surrounding streets, with pits, conduits, and manholes servicing the property. The network includes in-service and planned conduits. Any damage to NBN infrastructure must be reported to NBN Co immediately.

Telstra

Underground telecommunications infrastructure including fibre optic cables, copper lines, and conduits. Telstra is not the fixed-line network provider for this area; services are delivered via NBN Co. Major fibre optic and/or critical network routes are present, requiring protective measures during works.

Moreton Bay Regional Council

Council records show no stormwater assets within the property boundary; however, unrecorded assets may still be present. Caution should be exercised when undertaking ground works.

TAX INVOICE
ABN 19 392 037 130

Body Corporate and Community Management Act 1997

NOTICE OF CONTRIBUTIONS

J R Sloan
20 Hillsdale Street
STRATHPINE QLD 4500

Date of Notice	21 July 2025		
A/c No	23		
Lot No	42	Unit Number	42
Contrib Ent.	54		
Interest Ent.	20		

Body Corporate for

MAGNOLIA PREMIUM TOWNHOMES CTS 49940

Account	Period	Due Date	Amount	Discount	If paid by	Net Amount
Administrative Fund	01/09/25 to 28/02/26	01/09/25	1,489.89	297.98	01/09/25	1,191.91
Sinking Fund	01/09/25 to 28/02/26	01/09/25	808.90	161.78	01/09/25	647.12
Insurance Fund	01/09/25 to 28/02/26	01/09/25	487.50	97.50	01/09/25	390.00

Totals (Levies include GST) 2,786.29 557.26 **\$2,229.03**

GST component on gross levy \$2,786.29 is \$253.30. GST on net levy \$2,229.03 is \$202.64

Interest at the rate of 30.00% per annum (2.50% per month) is payable on overdue Levies.

Please deposit your payment directly into the body corporate bank account using the detachable deposit slip below

Please make your cheque payable to Body Corporate for MAGNOLIA PREMIUM TOWNHOMES CTS 49940

Teller stamp and initials

Amount Paid

\$

Date Paid

/ /



KBW COMMUNITY MGMT PTY LTD



DEFT Reference Number:
282778232 1000 0000 231



Billers Code: 96503
Ref: 282778232 1000 0000 231

Lot 42/ Unit 42
Magnolia Premium Townhomes

Visit www.deft.com.au to pay by card or direct debit.

** Payments by credit card may attract a surcharge

Internet & Telephone Banking - BPAY

Make this payment from your preferred bank account or card

BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518



Pay in-store at Australia Post by cheque or EFTPOS

All cheques must be made payable to:

BODY CORPORATE FOR MAGNOLIA PREMIUM TOWNHOMES CTS 49940



*496 282778232 10000000231

NET AMOUNT DUE
DUE DATE 01/09/25

\$2,229.03

Vendor/s

JEANETTE RUTH SLOAN

Property Address

UNIT 42 209 MARSDEN RD, KALLANGUR QLD 4503

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.