

Seller Disclosure Report

Vendor/s

KEELI ANN HUNTER

Property Address

UNIT 152 1 LINEAR DR, MANGO HILL QLD 4509

Prepared On

Tuesday, August 19, 2025

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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 KEELI ANN HUNTER

Property address UNIT 152 1 LINEAR DR, MANGO HILL QLD 4509
(referred to as the
“property” in this
statement)

Lot on plan description Lot 152 of SP287895

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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> <input type="text"/></p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

Part 3 – Land use, planning and environment

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

Zoning	<p>The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>:</p> <p>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.</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property.</p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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>.</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).</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).</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).</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Trees	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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).</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Pool compliance certificate is given.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.		

Part 5 – Rates and services

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

Rates	Whichever of the following applies—
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: \$521.40 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: \$264.36 Date Range: 17/04/2025 - 15/07/2025
	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:
Keeli Hunter
4BD3F8A054FD00DB

Signature of seller

Signature of seller

Keeli Hunter

Name of seller

Name of seller

19/08/2025 03:04 pm

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: 52914356
Search Date: 08/08/2025 13:07

Title Reference: 51079978
Date Created: 08/02/2017

Previous Title: 51079937

REGISTERED OWNER

Dealing No: 722119750 21/11/2022

KEELI ANN HUNTER

ESTATE AND LAND

Estate in Fee Simple

LOT 152 SURVEY PLAN 287895
Local Government: MORETON BAY
COMMUNITY MANAGEMENT STATEMENT 42279

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10364143 (POR 506)
Deed of Grant No. 11589057 (POR 506)

2. MORTGAGE No 723844224 04/02/2025 at 13:48
IMB LTD A.C.N. 087 651 974

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

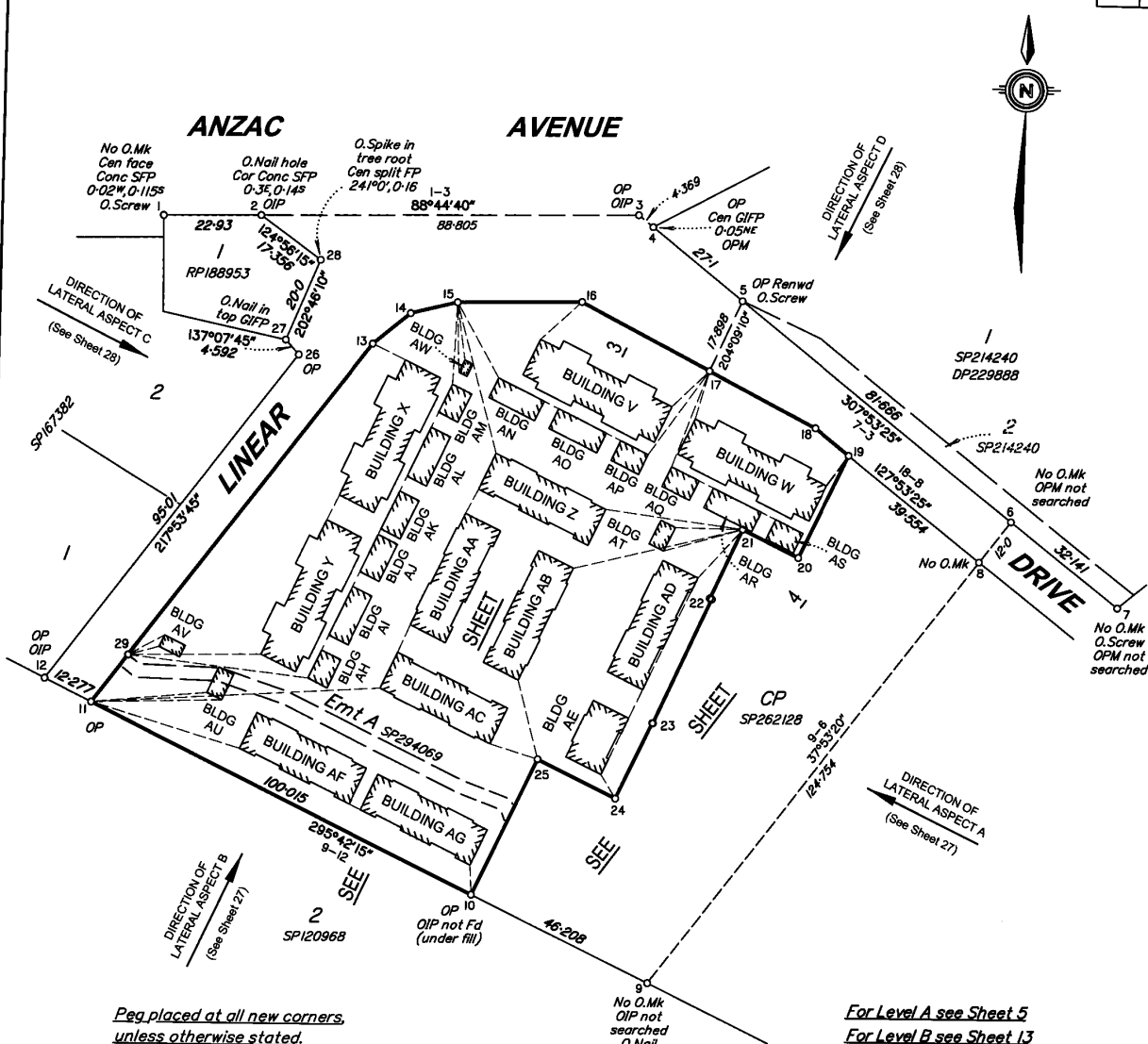
** End of Current Title Search **

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

Land Title Act 1994; Land Act 1994
Form 21 Version 4

SURVEY PLAN

Sheet	of
1	28



REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	O.Screw in Headwall	16/SP167382	349°55'10"	5.776
2	OIP	RP188953	304°59'10"	1.74
3	OIP	15I08546	345°10'	2.012
5	O.Screw in M/H	7/SP214240	126°50'	59.879
7	O.Screw in M/H	5/DP229888	348°44'	3.857
9	OIP not searched	8/SP167382	21°00'55"	0.93
10	O.Nail	27/SP262128	320°27'25"	9.755
19	OIP not fid (under fill)	967/SP262128	61°06'30"	2.678
12	OIP	9/SP167382	224°33"	1.148
15	O.Screw in Kb	15/SP24069	313°02'	5.31
18	O.Screw in M/H	58/PP260031	101°13'20"	28.738
20	O.Nail in wall	959/SP262128	184°08'45"	40.808
20	O.Nail in Conc	959/SP262128	190°34'10"	57.151
22	O.Nail gone	1118/SP262128	204°28'30"	13.617
24	O.Nail	975/SP262128	25°42'45"	0.896
25	O.Screw in conc	25/SP24069	193°08'	0.265

Amendments by Terramap Pty Ltd
(ABN 69 087 576 994)

Kate Serl DIRECTOR
7/02/17

Area of Base Parcel

1.344 ha

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO	TYPE
4-OPM	7/DP229888	356°36'	9-045	183157	
6-OPM not searched	36/SP243130	111°20'30"	227-27	174395	
7-OPM not searched	3/SP262128	108°40'25"	196-674	174395	

 *Same mark*

TERRAMAP PTY LTD (ABN 69 087 576 994)

herby certify that the land comprised in this plan was surveyed by the corporation, by Manod Praseetha Ashok WICKRAMASINGHE, Surveying Graduate, for whose work the corporation accepts responsibility, under the supervision of Charles Anthony HAWKINS, Cadastral Surveyor and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2000 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 17/11/2016.


 The
Commonwealth
Seal
of
Massachusetts

Date: 12-12-89

_____ Director
 _____ Director

Plan of Lots 123-200 & Common Property

Cancelling Lot 600 on SP2940698

LOCAL GOVERNMENT: *MORETON BAY REGIONAL COUNCIL*

LOCALITY: MANGO HILL

Meridian: *SP262128*

Survey Records:	No
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Scale: 1:1000

Format: **BUILDING**



SP287895

4457 TM160456 DRAWN - Stanfield's

717818270

GC 400 NT

\$7526.00
03/02/2017 12:09

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

Sheet 2 of 28

5. Lodged by

JOHANSON Lawyers

GC 996

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

1/We RAIN TREE GLEN PTY LTD A.C.N. 107 036 135

(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

RAIN TREE GLEN PTY LTD ACN 107 036 135
by its duly constituted
Attorney RODNEY GRAY JOHANSON pursuant to
Registered Power of Attorney No. 712 844 838
who certifies he has no notice of revocation.

* 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 1st day of FEBRUARY 2017

TINA MALBY-WELLS
DELEGATED OFFICER
PRINCIPAL DEVELOPMENT
PLANNER

* Insert the name of the Planning Body.
Insert designation of signatory or delegation

% Insert applicable approving legislation.

3. Plans with Community Management Statement :

CMS Number : 42279

Name : NORTH LAKES VIEWS

4. References :

Dept File : DA/11379/2005/176/14
Local Govt : 2005/10320
Surveyor : 4457

6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
50924434	Lot 600 on SP294069	123-200 & CP		

ENCUMBRANCE EASEMENT ALLOCATIONS

Easement	Lots to be Encumbered
To Issue from Emt A on SP294069	CP

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
713944457	123-200	

Reinstatement follows SP294069

Development Approval : 29 July 2014

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.~~

[Signature] 2/2/17
Cadastral Surveyor/Director * Date

* delete words not required

10. Lodgement Fees :

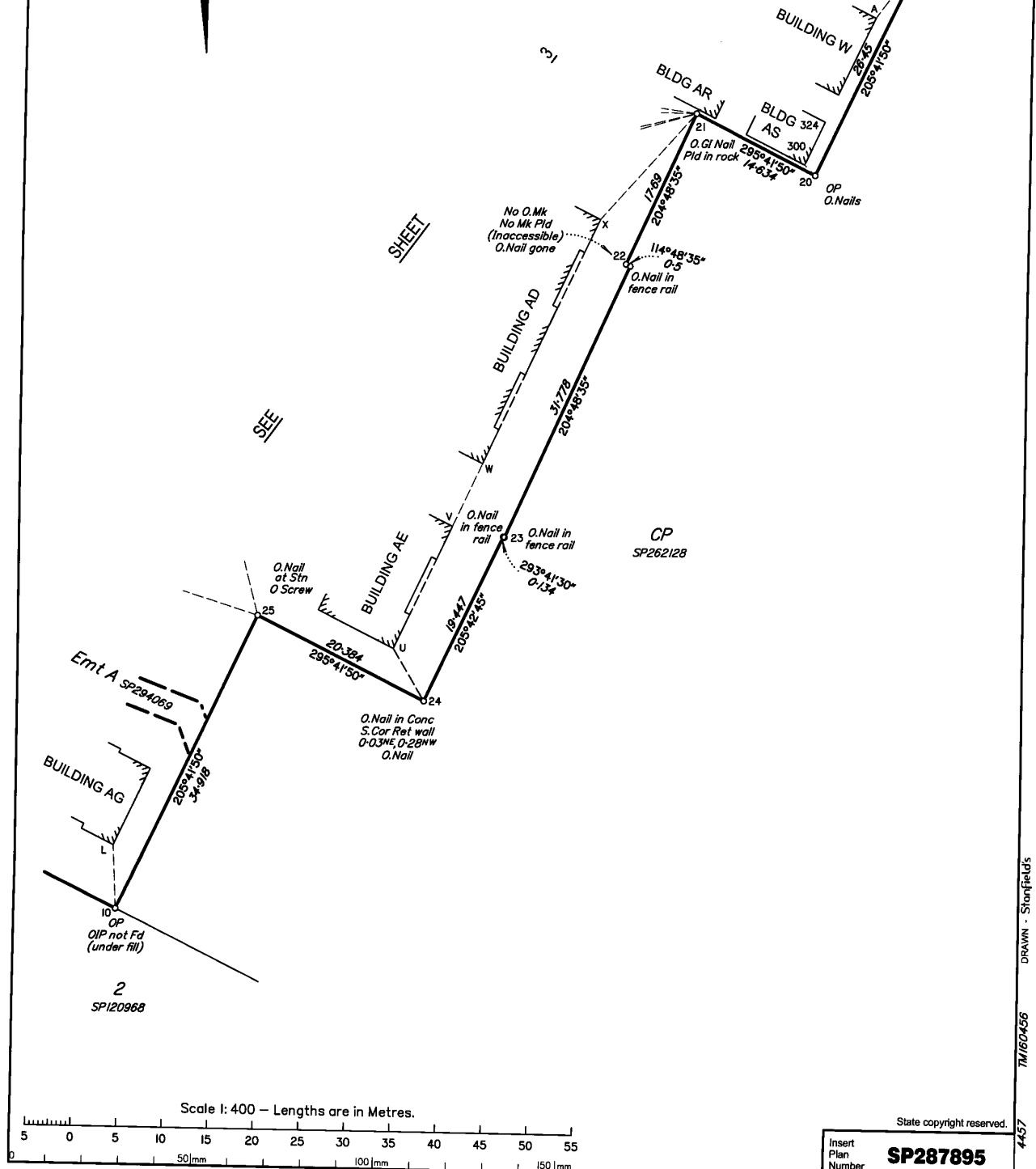
Survey Deposit \$
Lodgement \$
..... New Titles \$
Photocopy \$
Postage \$
TOTAL \$

11. Insert
Plan
Number

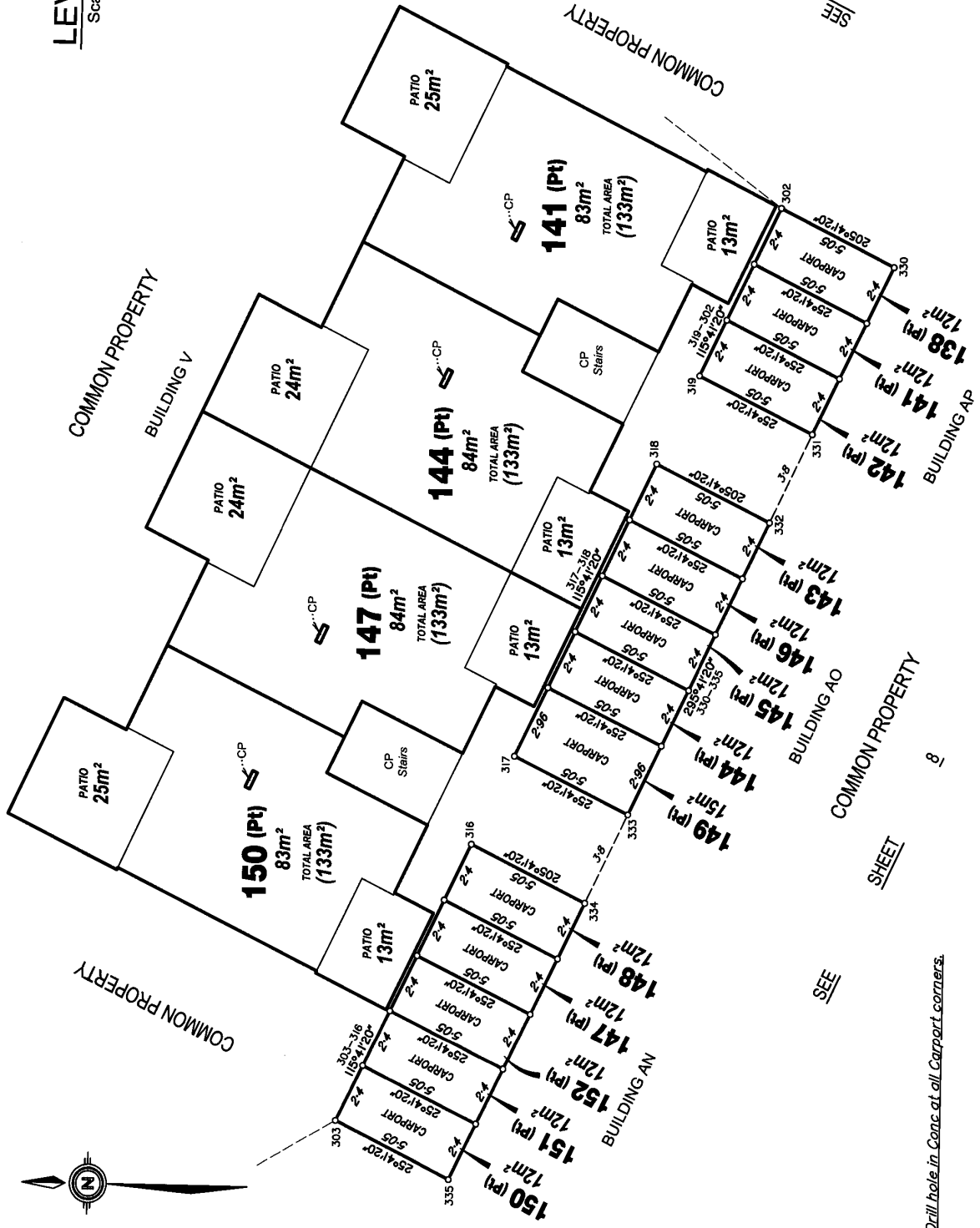
SP287895

TM160456

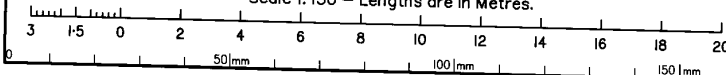
LINE	BUILDING CONNECTION	BEARING	DISTANCE
E-F		205°53'	34.575
F-G		205°21'20"	6.425
G-H		205°35'	34.575
H-I		115°41'45"	28.65
I-J		115°41'	31.7
J-K		115°41'25"	28.75
K-L		25°03'10"	15.166
L-M		25°44'35"	28.168
M-N		25°20'55"	15.535
N-O		25°44'30"	14.465
O-P		25°34'10"	7.4
P-Q		25°41'25"	28.65
Q-R		106°20'15"	36.612
R-S		86°36'55"	68.116
S-T		88°28'10"	30.75
T-U		84°50'25"	27.335
U-V		14°37'10"	1.424
V-W		16°40'50"	35.88
W-X		17°41'25"	16.068
X-Y		17°12'	13.415
Y-Z		149°43'05"	19.892
Z-1		182°23'25"	12.975
1-2		22°18'45"	11.505
2-3		195°40'30"	23.739
3-4		226°03'45"	12.035
4-5		200°47'35"	24.018
5-6		215°41'50"	8.675
6-7		216°06'30"	1.63
7-8		33°02'	32.522
8-9		277°24'10"	40.717
9-10		256°30'25"	15.327
10-11		222°15'	15.806
11-12		270°48'35"	19.24
12-13		254°16'20"	6.5
13-14		328°07'45"	11.751
14-15		286°58'15"	19.88
15-16		345°02'45"	31.275
16-17		89°05'	7.539
17-18		74°58'30"	9.687
18-19		61°54'35"	42.666
19-20		96°30'30"	7.2
20-21		115°41'20"	12.0
21-22		115°41'20"	7.2
22-23		25°41'20"	13.456
23-24		25°41'20"	3.8
24-25		25°41'20"	9.8
25-26		25°41'20"	1.4
26-27		25°41'20"	9.845
27-28		25°41'20"	3.802
28-29		25°41'20"	12.56
29-30		25°41'20"	3.8
30-31		115°41'20"	7.2
31-32		115°41'20"	12.56
32-33		115°41'20"	3.8
33-34		115°41'20"	7.2
34-35		115°41'20"	3.8
35-36		115°41'20"	12.56
36-37		115°41'20"	3.8
37-38		115°41'20"	7.2
38-39		115°41'20"	3.8
39-40		115°41'20"	12.56
40-41		115°41'20"	3.8
41-42		115°41'20"	7.2
42-43		115°41'20"	3.8
43-44		115°41'20"	12.56
44-45		115°41'20"	3.8
45-46		115°41'20"	7.2
46-47		115°41'20"	3.8
47-48		115°41'20"	12.56
48-49		115°41'20"	3.8
49-50		115°41'20"	7.2
50-51		115°41'20"	3.8
51-52		115°41'20"	12.56
52-53		115°41'20"	3.8
53-54		115°41'20"	7.2
54-55		115°41'20"	3.8
55-56		115°41'20"	12.56
56-57		115°41'20"	3.8
57-58		115°41'20"	7.2
58-59		115°41'20"	3.8
59-60		115°41'20"	12.56
60-61		115°41'20"	3.8
61-62		115°41'20"	7.2
62-63		115°41'20"	3.8
63-64		115°41'20"	12.56
64-65		115°41'20"	3.8
65-66		115°41'20"	7.2
66-67		115°41'20"	3.8
67-68		115°41'20"	12.56
68-69		115°41'20"	3.8
69-70		115°41'20"	7.2
70-71		115°41'20"	3.8
71-72		115°41'20"	12.56
72-73		115°41'20"	3.8
73-74		115°41'20"	7.2
74-75		115°41'20"	3.8
75-76		115°41'20"	12.56
76-77		115°41'20"	3.8
77-78		115°41'20"	7.2
78-79		115°41'20"	3.8
79-80		115°41'20"	12.56
80-81		115°41'20"	3.8
81-82		115°41'20"	7.2
82-83		115°41'20"	3.8
83-84		115°41'20"	12.56
84-85		115°41'20"	3.8
85-86		115°41'20"	7.2
86-87		115°41'20"	3.8
87-88		115°41'20"	12.56
88-89		115°41'20"	3.8
89-90		115°41'20"	7.2
90-91		115°41'20"	3.8
91-92		115°41'20"	12.56
92-93		115°41'20"	3.8
93-94		115°41'20"	7.2
94-95		115°41'20"	3.8
95-96		115°41'20"	12.56
96-97		115°41'20"	3.8
97-98		115°41'20"	7.2
98-99		115°41'20"	3.8
99-100		115°41'20"	12.56
100-101		115°41'20"	3.8
101-102		115°41'20"	7.2
102-103		115°41'20"	3.8
103-104		115°41'20"	12.56
104-105		115°41'20"	3.8
105-106		115°41'20"	7.2
106-107		115°41'20"	3.8
107-108		115°41'20"	12.56
108-109		115°41'20"	3.8
109-110		115°41'20"	7.2
110-111		115°41'20"	3.8
111-112		115°41'20"	12.56
112-113		115°41'20"	3.8
113-114		115°41'20"	7.2
114-115		115°41'20"	3.8
115-116		115°41'20"	12.56
116-117		115°41'20"	3.8
117-118		115°41'20"	7.2
118-119		115°41'20"	3.8
119-120		115°41'20"	12.56
120-121		115°41'20"	3.8
121-122		115°41'20"	7.2
122-123		115°41'20"	3.8
123-124		115°41'20"	12.56
124-125		115°41'20"	3.8
125-126		115°41'20"	7.2
126-127		115°41'20"	3.8
127-128		115°41'20"	12.56
128-129		115°41'20"	3.8
129-130		115°41'20"	7.2
130-131		115°41'20"	3.8
131-132		115°41'20"	12.56
132-133		115°41'20"	3.8
133-134		115°41'20"	7.2
134-135		115°41'20"	3.8
135-136		115°41'20"	12.56
136-137		115°41'20"	3.8
137-138		115°41'20"	7.2
138-139		115°41'20"	3.8
139-140		115°41'20"	12.56
140-141		115°41'20"	3.8
141-142		115°41'20"	7.2
142-143		115°41'20"	3.8
143-144		115°41'20"	12.56
144-145		115°41'20"	3.8
145-146		115°41'20"	7.2
146-147		115°41'20"	3.8
147-148		115°41'20"	12.56
148-149		115°41'20"	3.8
149-150		115°41'20"	7.2
150-151		115°41'20"	3.8
151-152		115°41'20"	12.56
152-153		115°41'20"	3.8
153-154		115°41'20"	7.2
154-155		115°41'20"	3.8
155-156		115°41'20"	12.56
156-157		115°41'20"	3.8
157-158		115°41'20"	7.2
158-159		115°41'20"	3.8
159-160		115°41'20"	12.56
160-161		115°41'20"	3.8
161-162		115°41'20"	7.2
162-163		115°41'20"	3.8
163-164		115°41'20"	12.56
164-165		115°41'20"	3.8
165-166		115°41'20"	7.2
166-167		115°41'20"	3.8
167-168		115°41'20"	12.56
168-169		115°41'20"	3.8
169-170		115°41'20"	7.2
170-171		115°41'20"	3.8
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173-174		115°41'20"	7.2
174-175		115°41'20"	3.8
175-176		115°41'20"	12.56
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177-178		115°41'20"	7.2
178-179		115°41'20"	3.8
179-180		115°41'20"	12.56
180-181		115°41'20"	3.8
181-182		115°41'20"	7.2
182-183		115°41'20"	3.8
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185-186		115°41'20"	7.2
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187-188		115°41'20"	12.56
188-189		115°41'20"	3.8
189-190		115°41'20"	7.2
190-191		115°41'20"	3.8
191-192		115°41'20"	12.56
192-193		115°41'20"	3.8
193-194		115°41'20"	7.2
194-195		115°41'20"	3.8
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204-205		115°41'20"	3.8
205-206		115°41'20"	7.2
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214-215		115°41'20"	3.8
215-216		115°41'20"	12.56
216-217		115°41'20"	3.8
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218-219		115°41'20"	3.8
219-220		115°41'20"	12.56
220-221		115°41'20"	3.8
221-222		115°41'20"	7.2
222-223		115°41'20"	3.8
223-224		115°41'20"	12.56
224-225		115°41'20"	3.8
225-226		115°41'20"	7.2
226-227		115°41'20"	3.8
227-228		115°41'20"	12.56
228-229		115°41'20"	3.8
229-230		115°41'20"	7.2
230-231		115°41'20"	3.8
231-232		115°41'20"	12.56
232-233		115°41'20"	3.8
233-234		115°41'20"	7.2
234-235		115°41'20"	3.8
235-236		115°41'20"	12.56
236-237		115°41'20"	3.8
237-238		115°41'20"	7.2
238-239		115°41'20"	3.8
239-240		115°41'20"	12.56
240-241		115°41'20"	3.8
241-242		115°41'20"	7.2
242-243		115°41'20"	3.8
243-244		115°41'20"	12.56
244-245		115°41'20"	3.8
245-246		115°41'20"	7.2
246-247		115°41'20"	3.8
247-248		115°41'20"	12.56
248-249		115°41'20"	3.8
249-250		115°41'20"	7.2
250-251		115°41'20"	3.8
251-252		115°41'20"	12.56
252-253		115°41'20"	3.8
253-254		115°41'20"	7.2
254-255		115°41'20"	3.8
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256-257		115°41'20"	3.8
257-258		115°41'20"	7.2
258-259		115°41'20"	3.8
259-260		115°41'20"	12.56
260-261		115°41'20"	3.8
261-262		115°41'20"	7.2
262-263		115°41'20"	3.8
263-264		115°41'20"	12.56
264-265		115°41'20"	3.8
265-266		115°41'20"	7.2



LEVEL A
Scale 1:150



Scale 1:150 - Lengths are in Metres.



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Plan
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SP287895

Drill hole in Conc at all Carport corners.

TM160456 DRAWN - Starfields

4457

SHEET

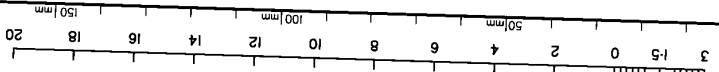
6

COMMON PROPERTY

SEE



Scale 1:150 - Lengths are in Metres.



Drill hole in Conc at all Carport corners.

SEE

SHEET

 ∞

COMMON PROPERTY

COMMON PROPERTY

COMMON PROPERTY
BUILDING W

132 (Pt)

135 (Pt)
84m²
TOTAL AREA
(133m²)

138 (Pt)
83m²
TOTAL AREA
(133m²)

BUILDING AQ

139 (Pt)
12m²

140 (Pt)
12m²

137 (Pt)
12.

139 (Pt)
12

10 (P1)

136 (Pt)
15

135 (Pt)
12

13
12

132 (P)
12

132
12

133 (Pt)
12

133
12

134 (P)

132
132

11

131 (Pt)

137
12

130 (B)

130

129.

120

LEVEL A
Scale 1:250

SHEET

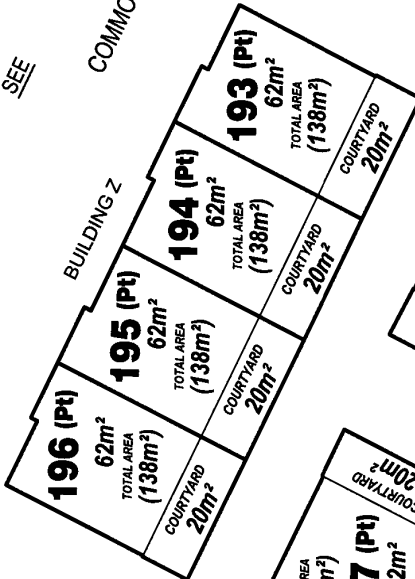
SEE

SHEET

SEE

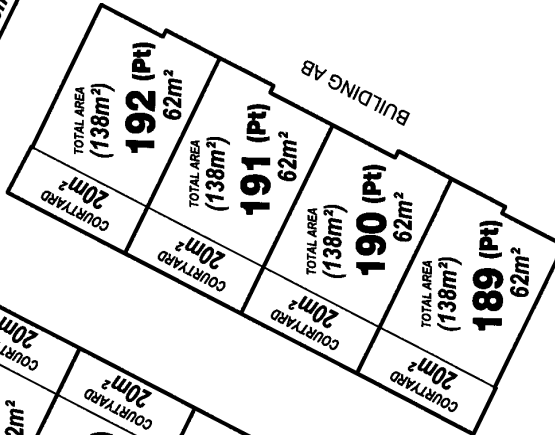
COMMON PROPERTY

BUILDING Z



COMMON PROPERTY

BUILDING AB

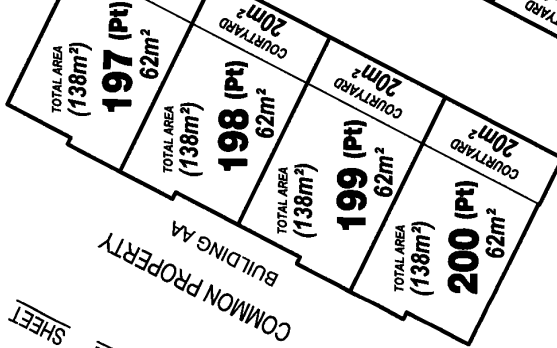


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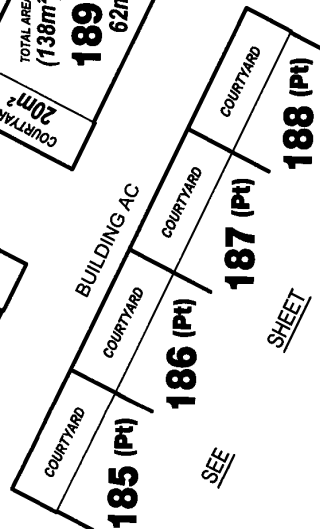
SEE SHEET 11

SEE

SEE SHEET 10



BUILDING AC

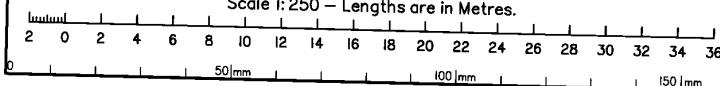


SEE

SHEET



Scale 1:250 - Lengths are in Metres.



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DRAWN - Stanfields

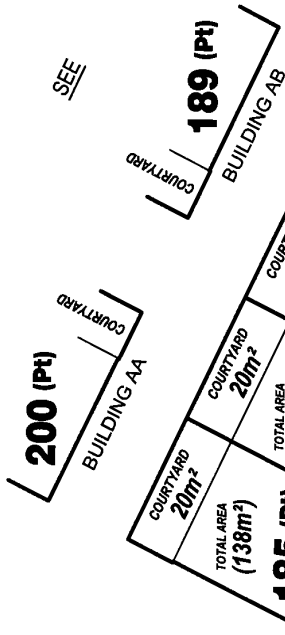
TM/60456

4457

LEVEL A
Scale 1:250

SHEET 8

SEE



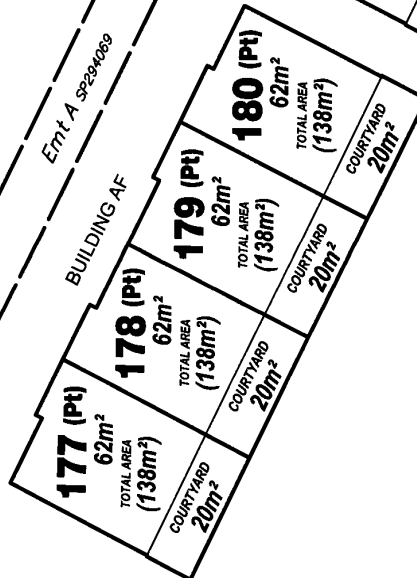
COMMON PROPERTY

SEE SHEET 10



Emt A SP2894089

BUILDING AF



COMMON PROPERTY

Scale 1:250 - Lengths are in Metres.

0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36

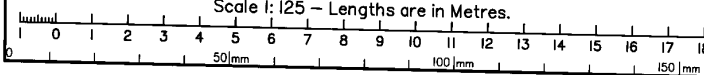
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Insert Plan Number **SP287895**

TM/60456 DRAWN - Stanfield's

4457

SP287895



Drill hole in Conc at all Carport corners.



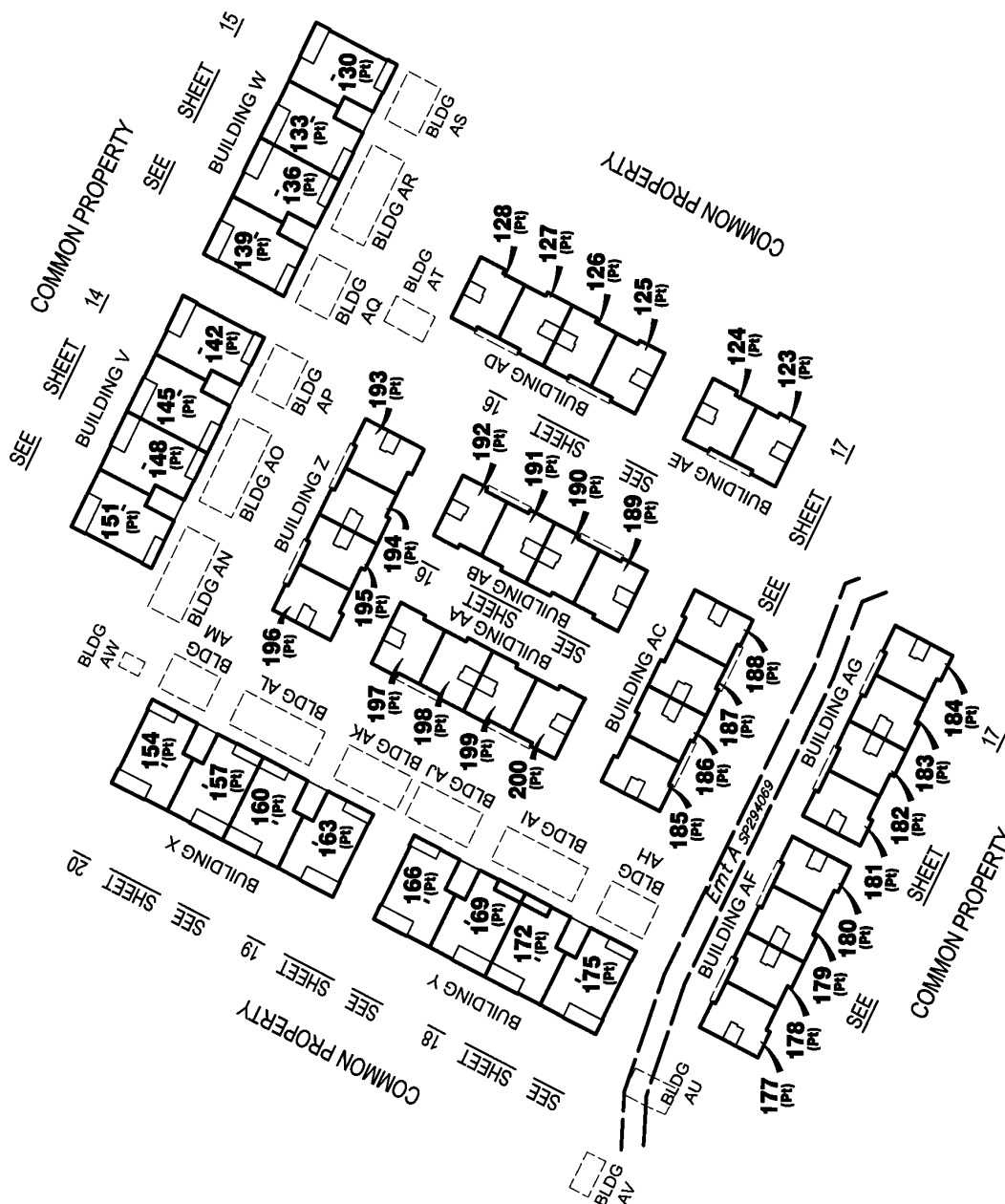
State copyright reserved.

SP287895

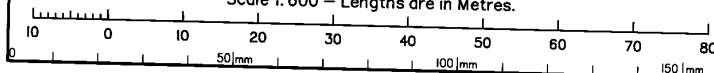
LEVEL B
Scale 1:600

Scale 1:600

DENOTES LEVEL BELOW



Scale 1:600 – Lengths are in Metres.



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SP287895

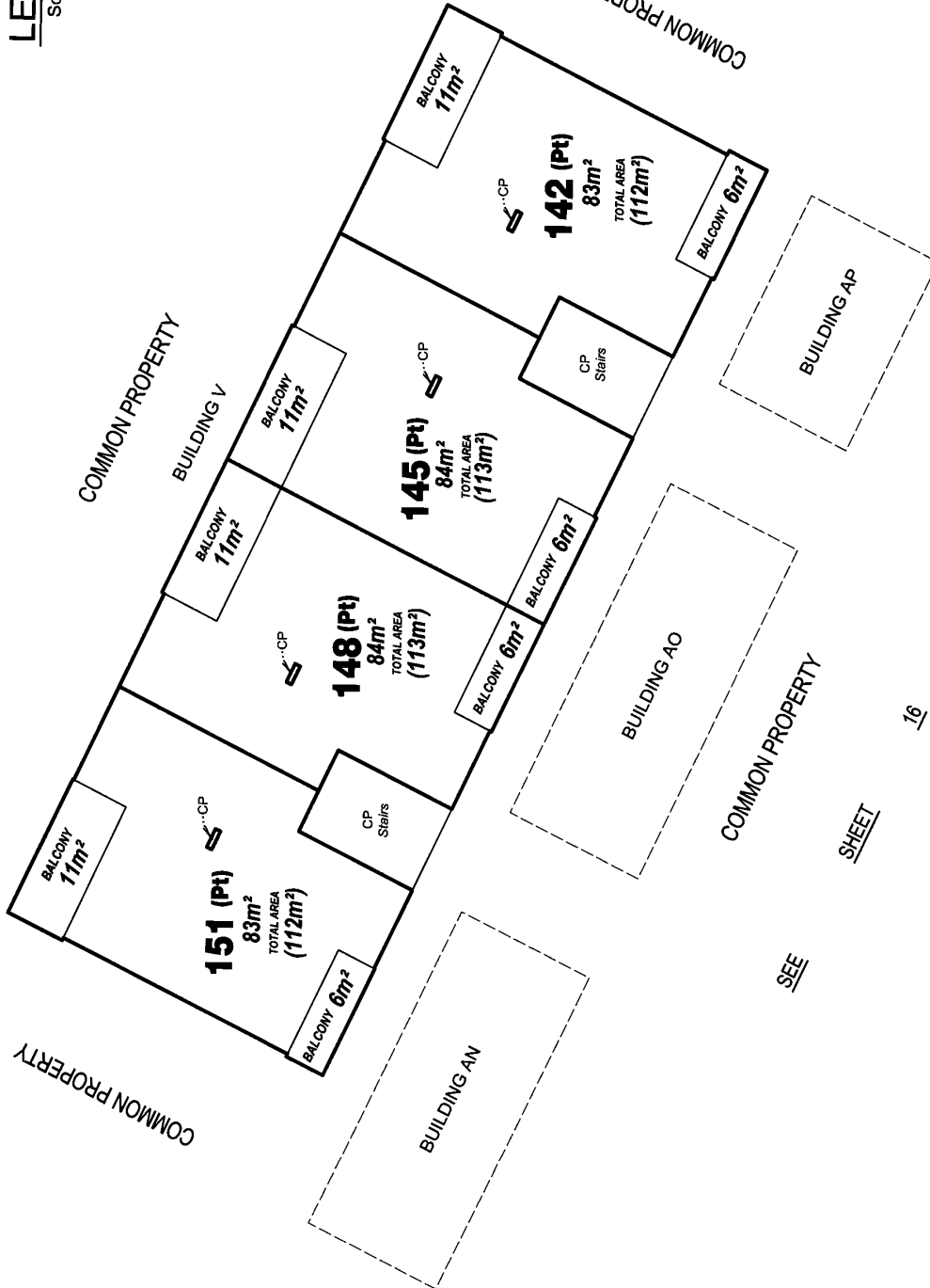
DRAWN - Stanfield's

TM160456

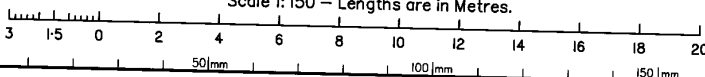
4457

LEVEL B
Scale 1:150

DENOTES LEVEL BELOW



Scale 1:150 - Lengths are in Metres.



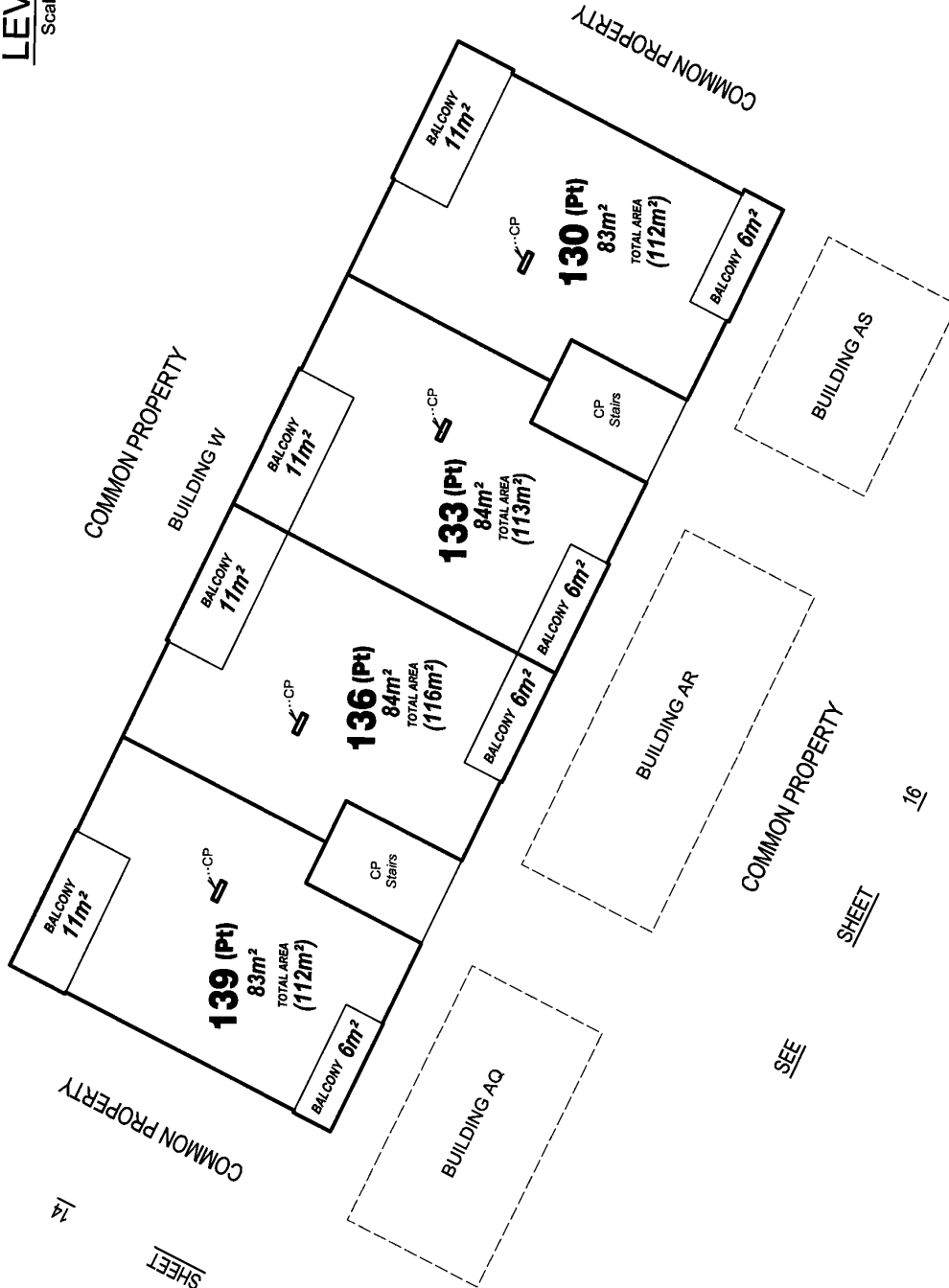
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Plan
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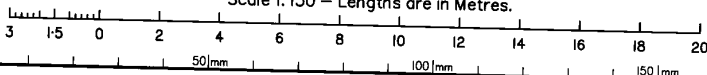
SP287895

LEVEL B
Scale 1:150

DENOTES LEVEL BELOW



Scale 1:150 - Lengths are in Metres.



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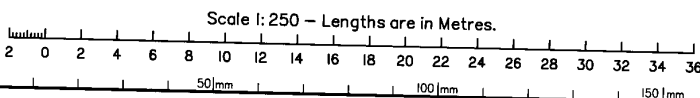
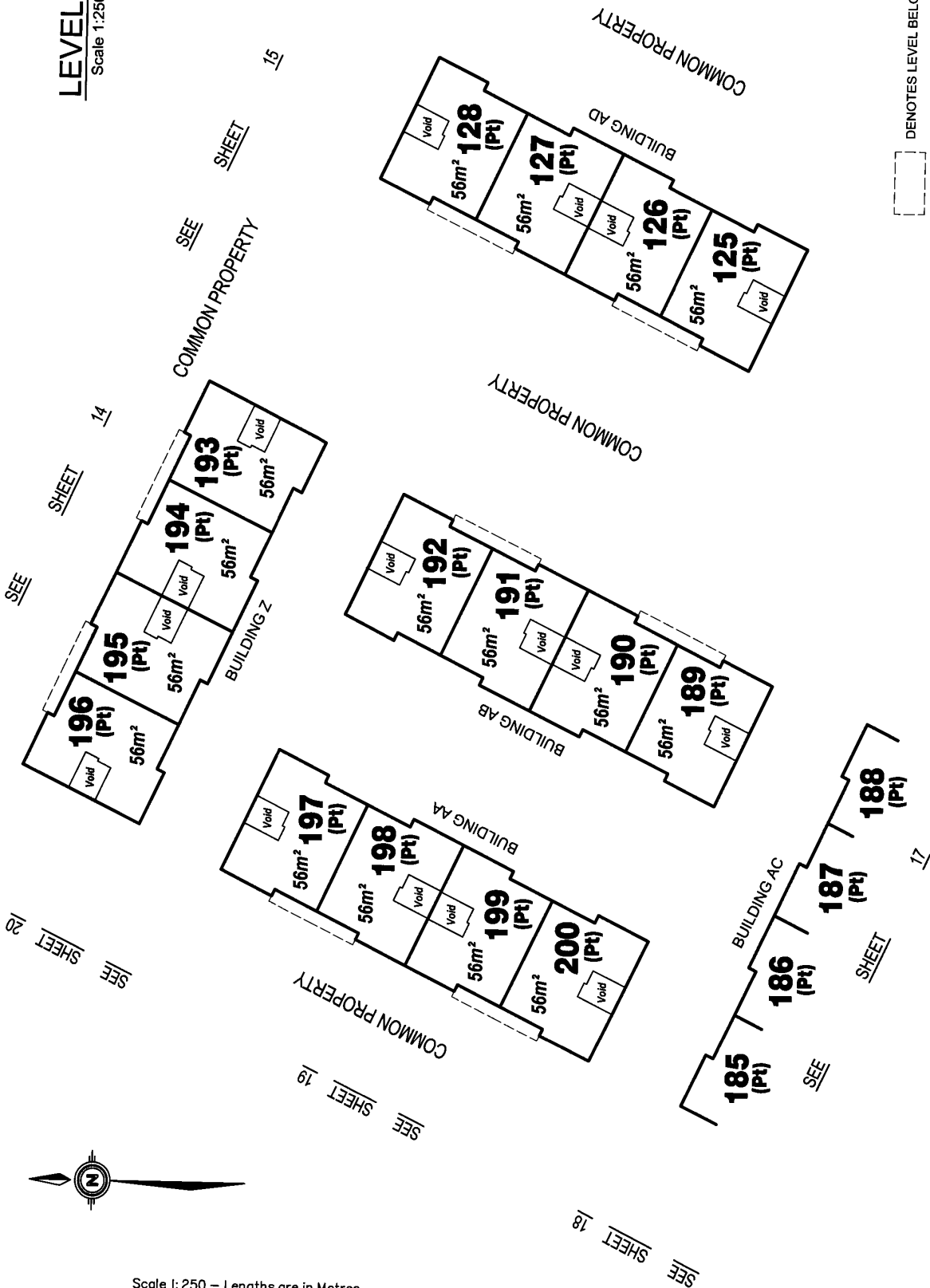
DRAWN - Starfields

TM/60456

4457

LEVEL B
Scale 1:250

DENOTES LEVEL BELOW



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DRAWN - Starfields

TM/60456

4437

LEVEL B
Scale 1:250

16

SHEET

SEE

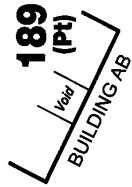
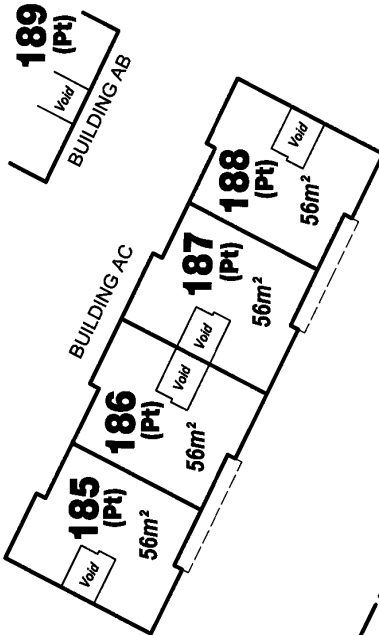
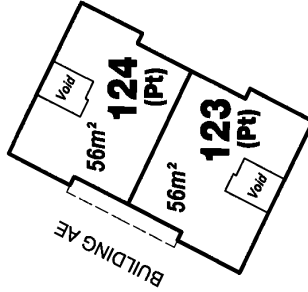
200
Void (Pt)
BUILDING AA

COMMON PROPERTY

SEE
SHEET 18

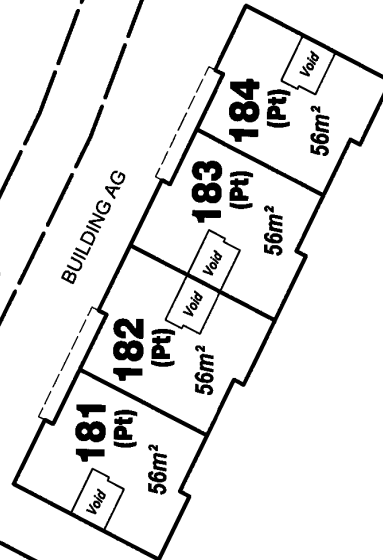


COMMON PROPERTY

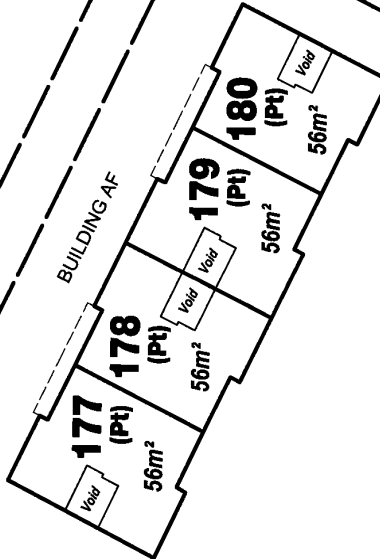


Emf A SP284009

BUILDING AG

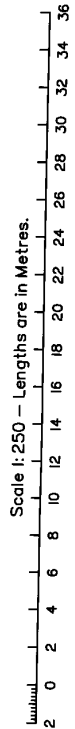


COMMON PROPERTY



180 (Pt)
56m²
Void

DENOTES LEVEL BELOW



DRAWN - Starfields

TM/60456

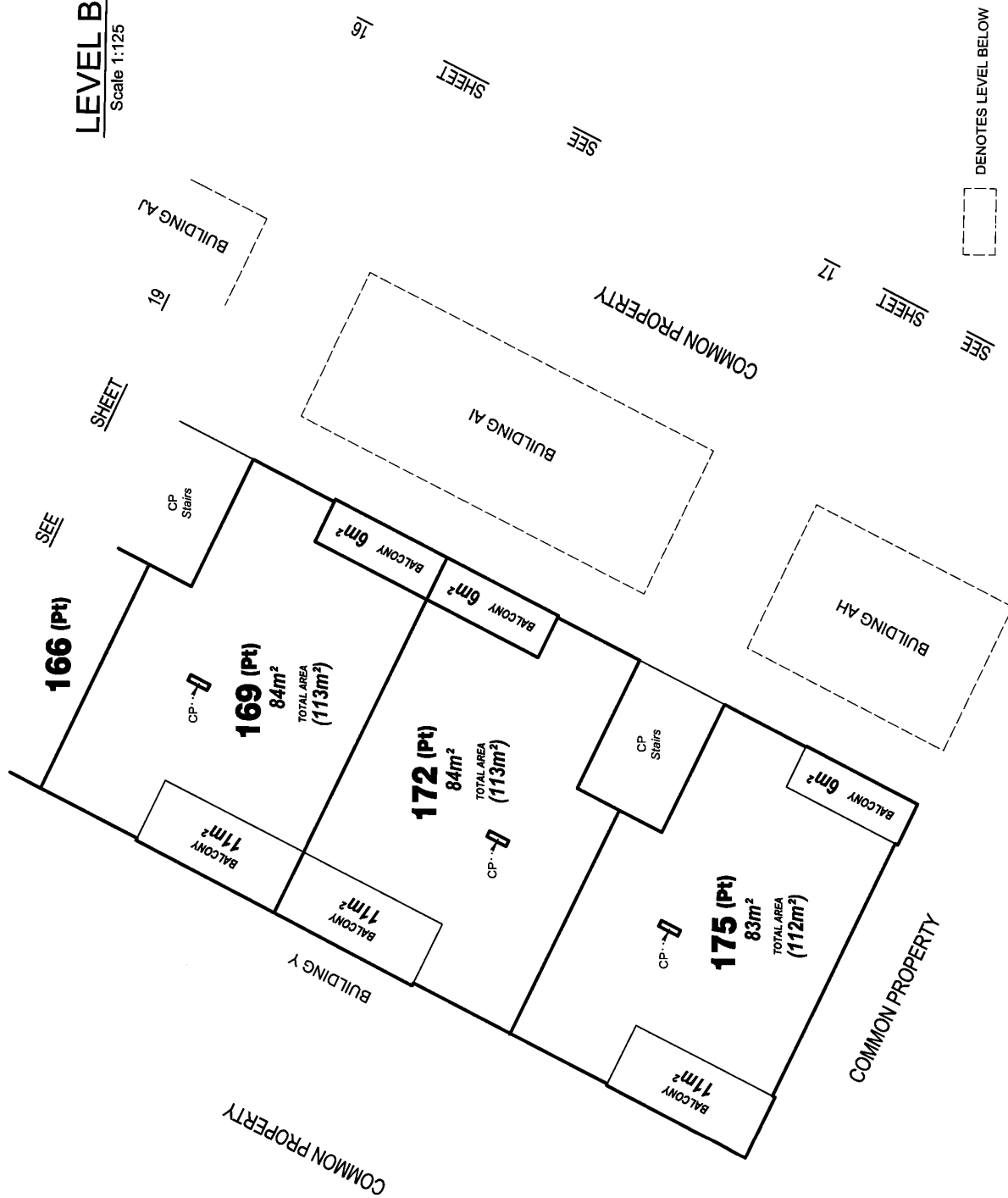
4457

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Plan
Number

SP287895

LEVEL B
Scale 1:125



Scale 1:125 - Lengths are in Metres.

0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18

50mm 100mm 150mm

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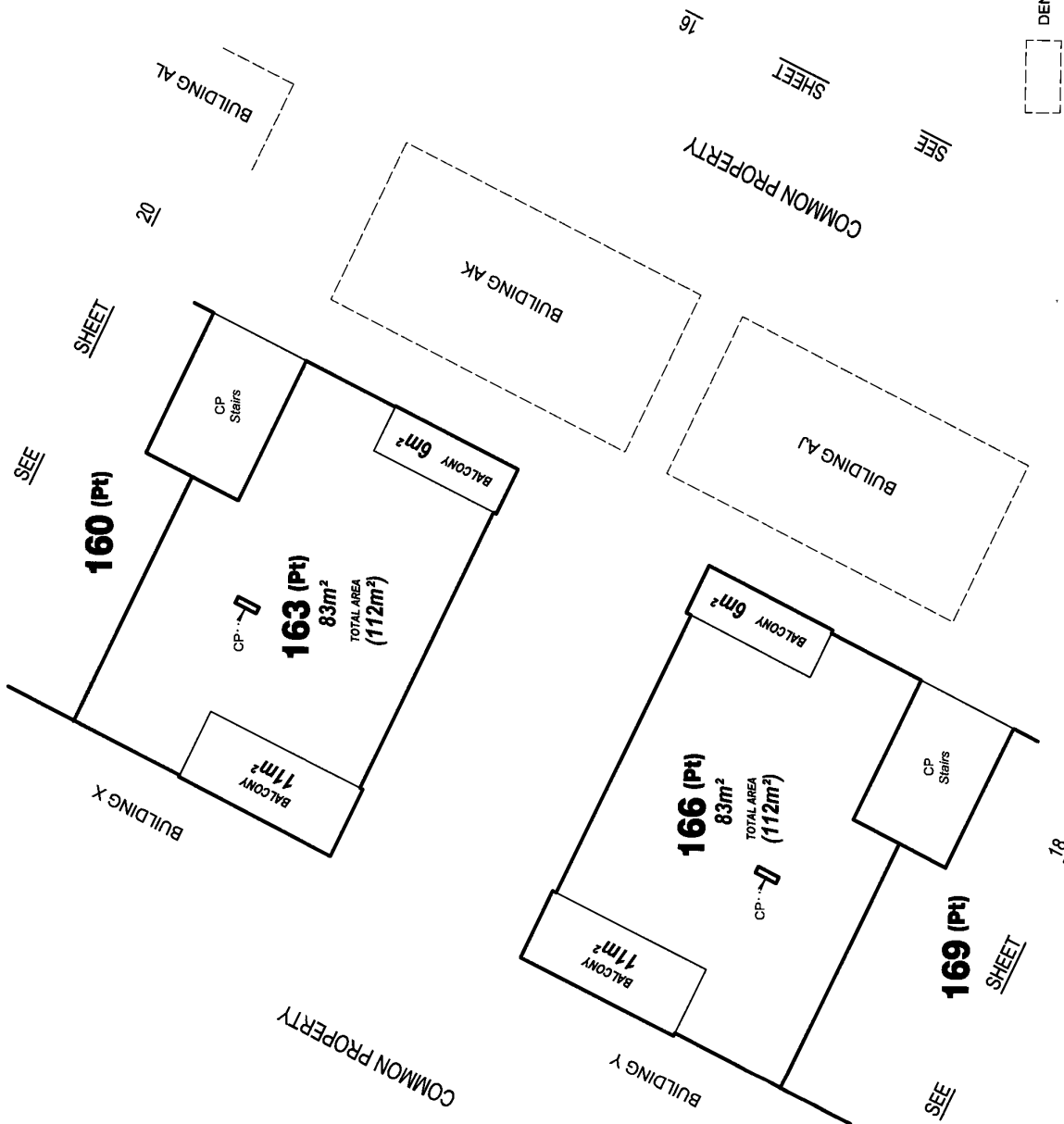
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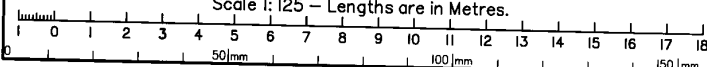
4457
TM/60456
DRAWN - Starfields

LEVEL B
Scale 1:125

DENOTES LEVEL BELOW



Scale 1:125 - Lengths are in Metres.



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Plan
Number

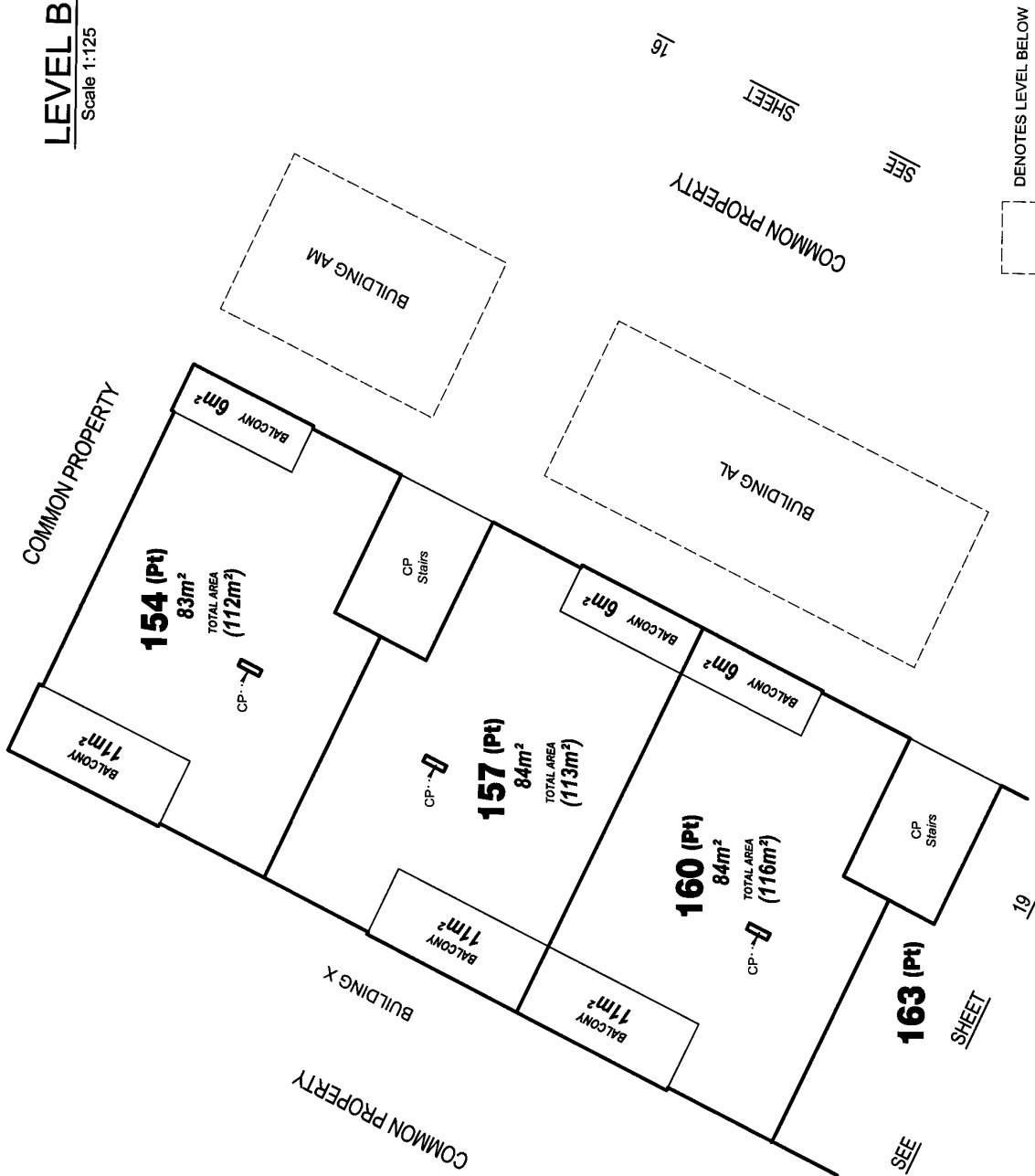
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DRAWN - Stonefields

TM/60456

4457

LEVEL B
Scale 1:125



Scale 1:125 - Lengths are in Metres.

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50mm 100mm 150mm

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Plan
Number

SP287895

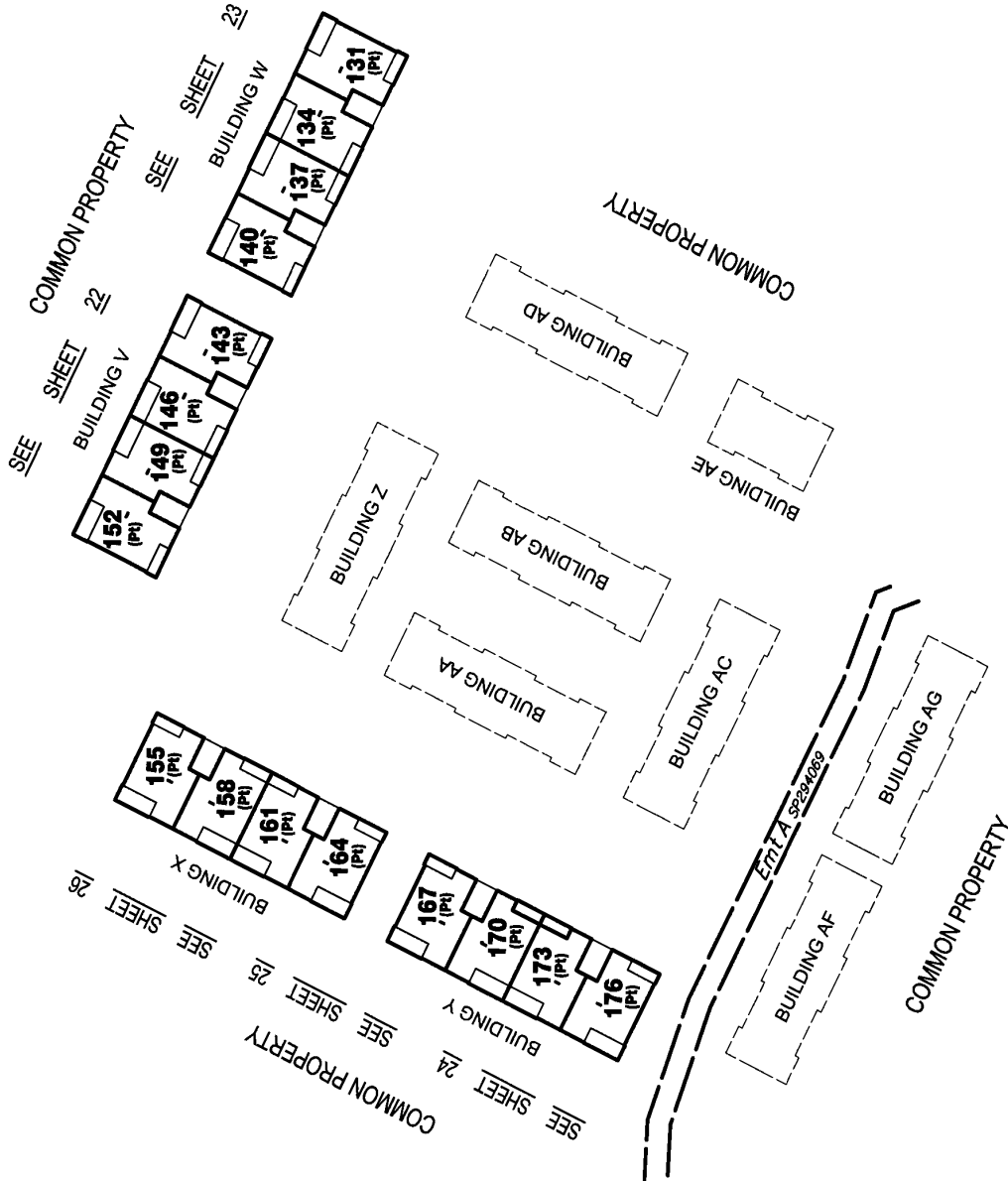
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TM/60456

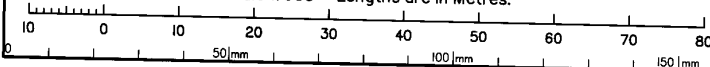
4437

LEVEL C
Scale 1:600

DENOTES LEVEL BELOW



Scale 1:600 - Lengths are in Metres.



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Plan
Number

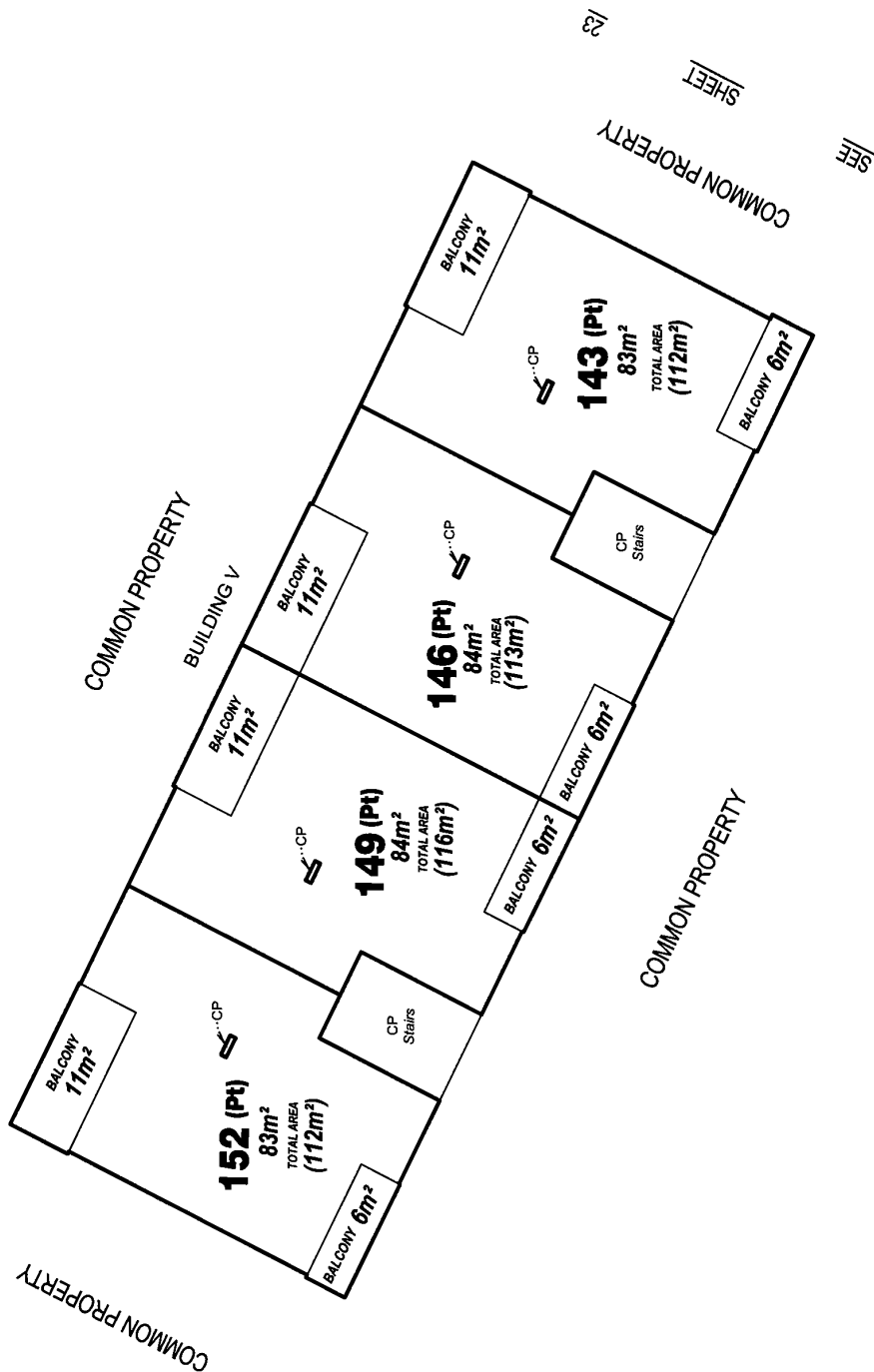
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DRAWN - Starfield's

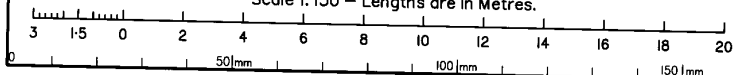
TM/60456

4457

LEVEL C
Scale 1:150



Scale 1:150 – Lengths are in Metres.

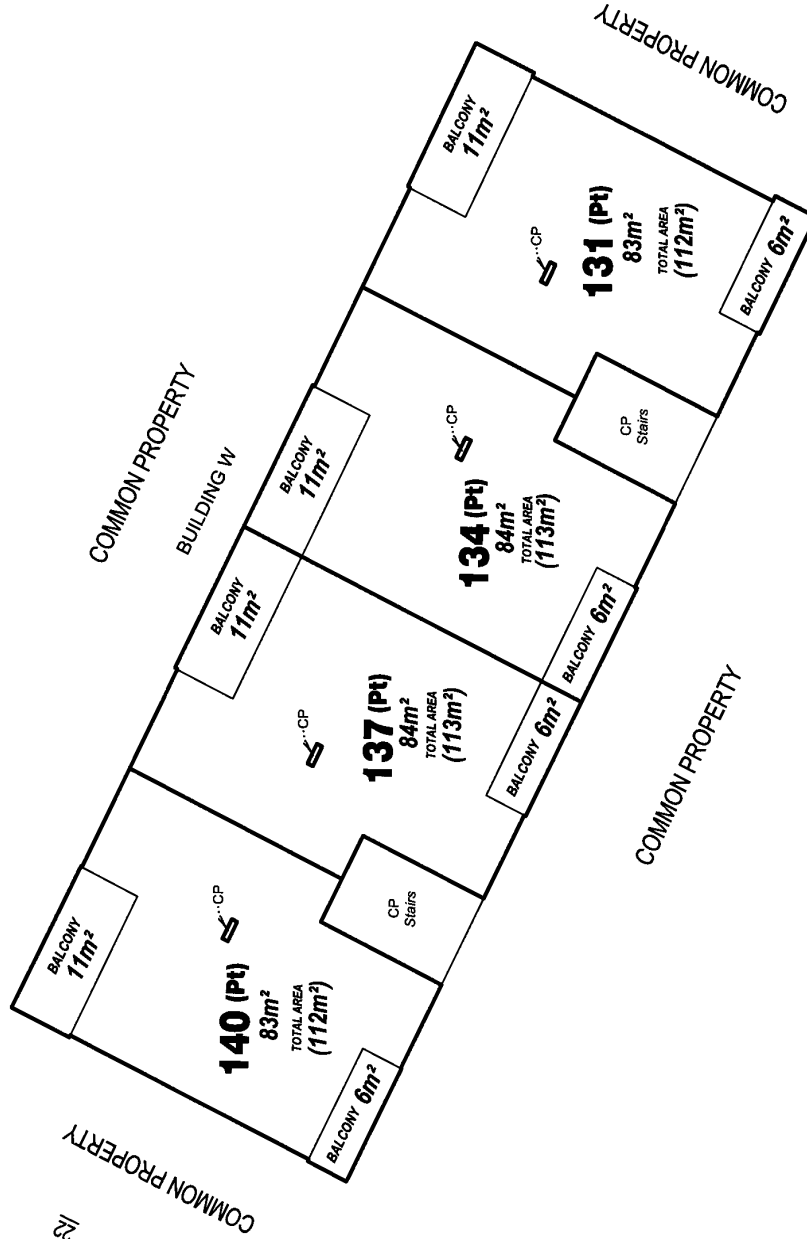


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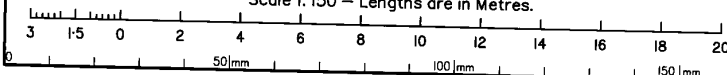
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LEVEL C
Scale 1:150



Scale 1:150 - Lengths are in Metres.



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DRAWN - Starfield's

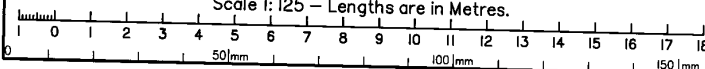
TM/60456

4437

LEVEL C
Scale 1:125



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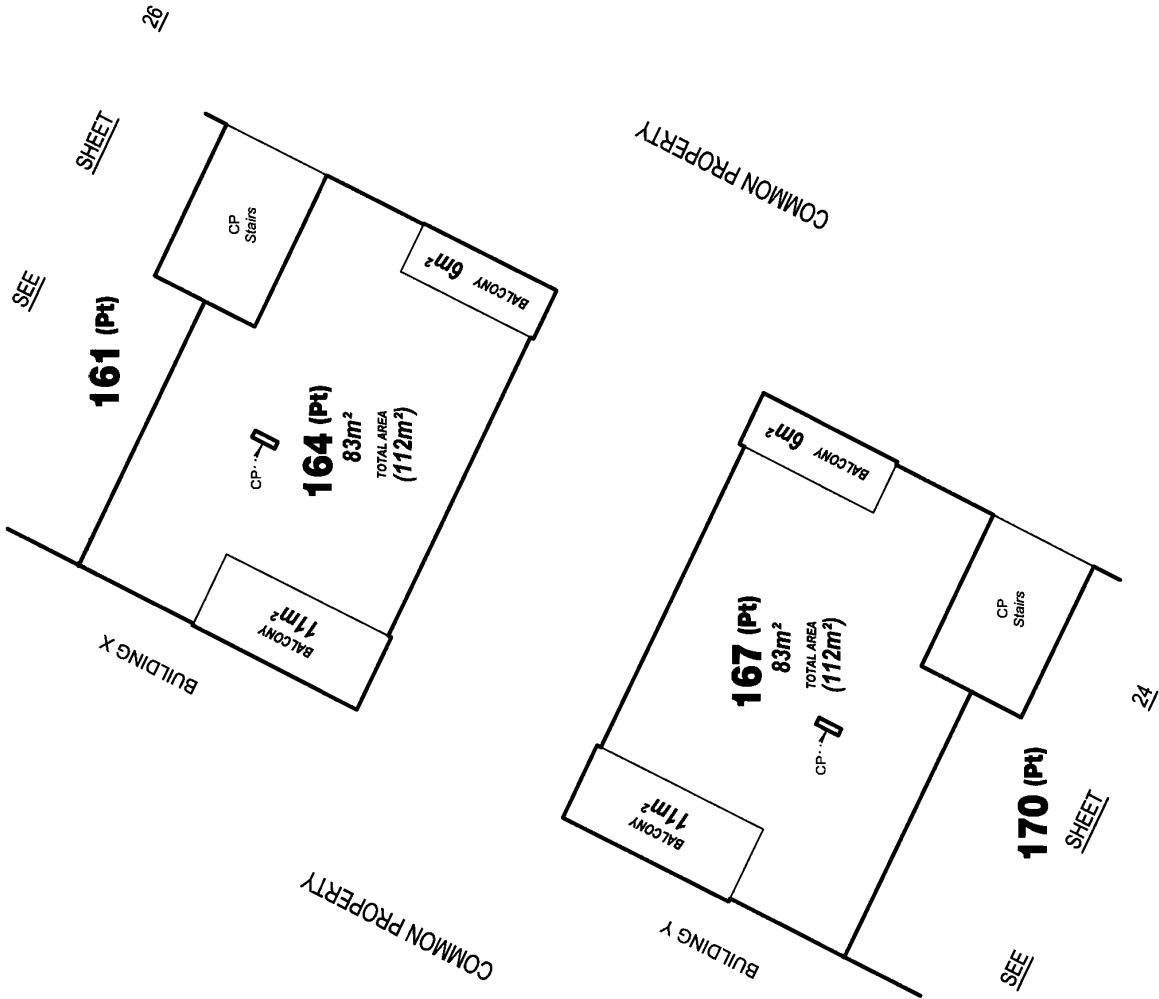


State copyright reserved.

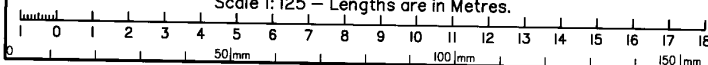
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Number

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LEVEL C
Scale 1:125



Scale 1:125 – Lengths are in Metres.

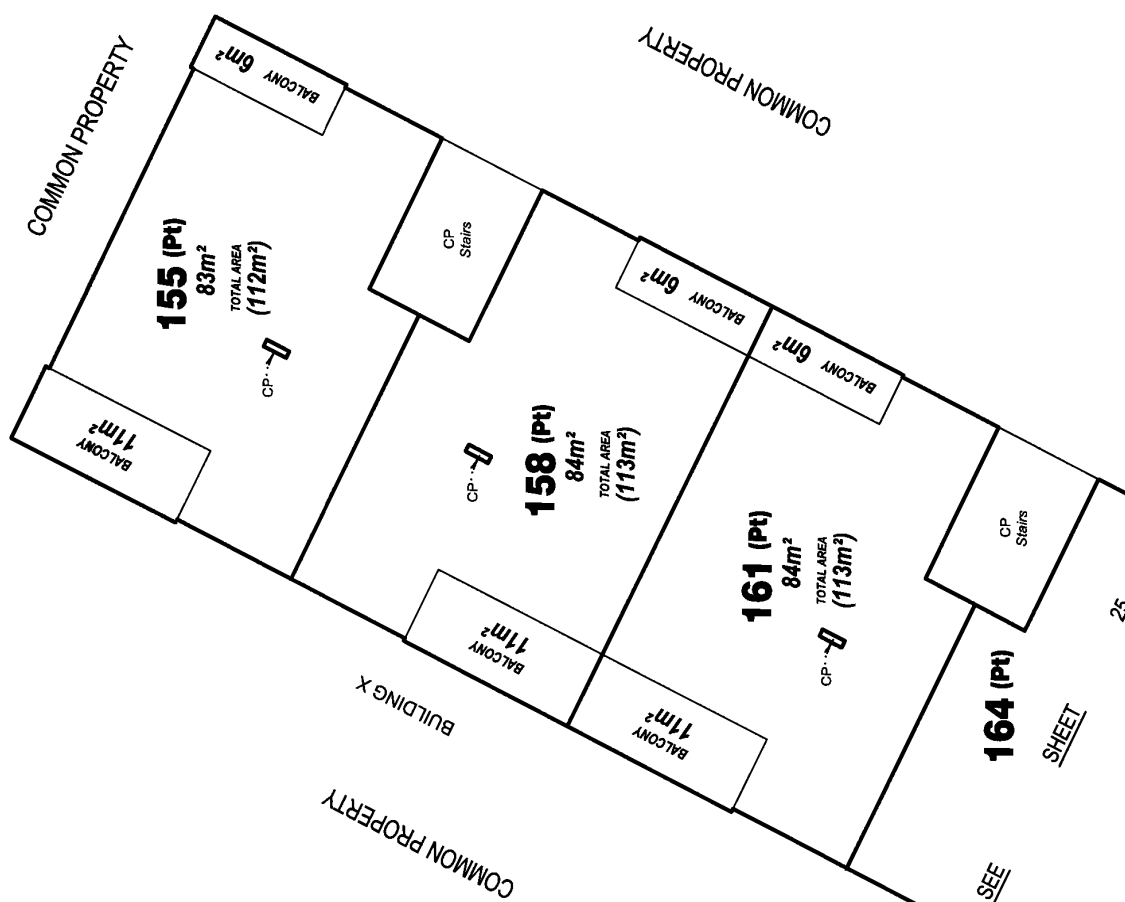


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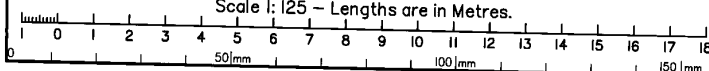
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LEVEL C
Scale 1:125



Scale 1:125 – Lengths are in Metres.



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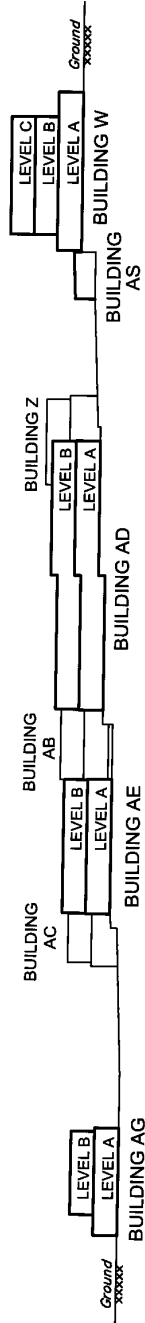
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DRAWN - Stanfield's

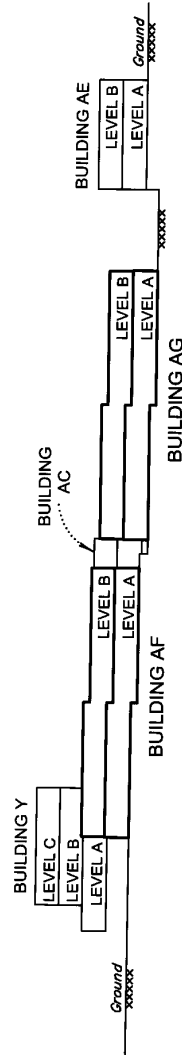
TM160456

4457



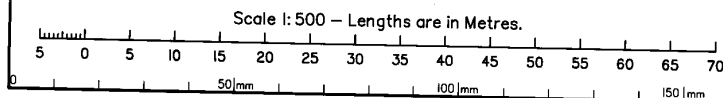
LATERAL ASPECT A

(Viewed from the South East)
Scale 1:500



LATERAL ASPECT B

(Viewed from the South West)
Scale 1:500



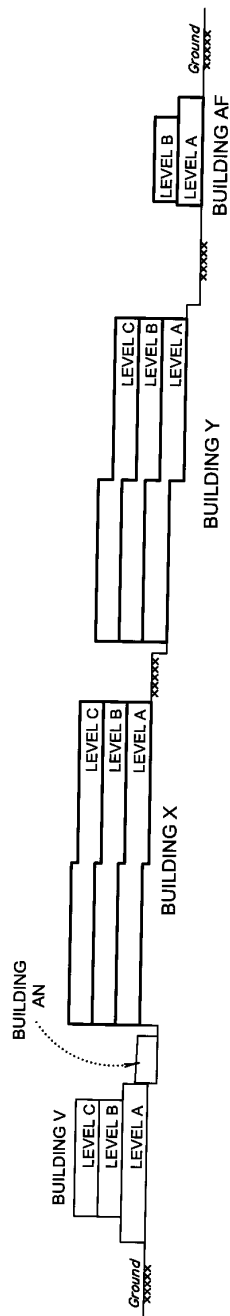
State copyright reserved.

Insert
Plan
Number

SP287895

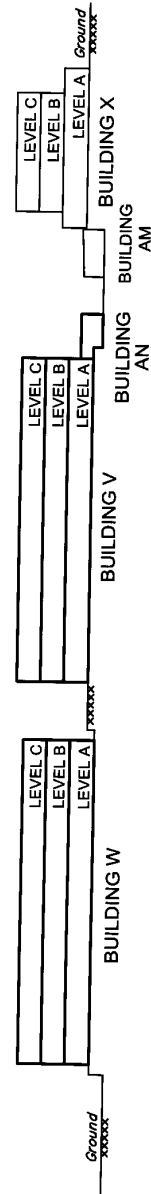
TM/60456 DRAWN - Shepfields

4457



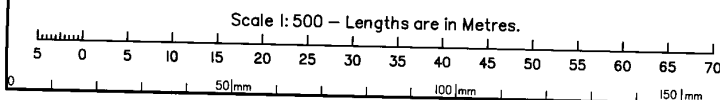
LATERAL ASPECT C

(Viewed from the North West)
Scale 1:500



LATERAL ASPECT D

(Viewed from the North East)
Scale 1:500



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Insert
Plan
Number

SP287895

4457
DRAWN - Stanfields

Property Fact Pack

develo

u152/1 Linear Drive
Mango Hill QLD 4509

YOUR DIGITAL COPY



Easements



Flood History



Character



Flood Risk



Coastal Flood Risk



Historic Imagery



Overland Flow Flood Risk



Flood Planning Risk



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



Flood Risk



NO
CONSIDERATIONS
IDENTIFIED



Character



NO
CONSIDERATIONS
IDENTIFIED



Vegetation



NO
CONSIDERATIONS
IDENTIFIED



Environment



CONSIDERATIONS
IDENTIFIED



Bushfire Risk



NO
CONSIDERATIONS
IDENTIFIED



Noise



NO
CONSIDERATIONS
IDENTIFIED

DATE OF REPORT

8th of August, 2025

ADDRESS

u152/1 LINEAR DRIVE

LOT/PLAN

152/SP287895

COUNCIL

Moreton Bay

ZONING

- General Residential – Urban Neighbourhood

SCHOOL CATCHMENTS

- Mango Hill SS
- Mango Hill State Secondary College

CLOSEST CITY

Caboolture – 19km

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

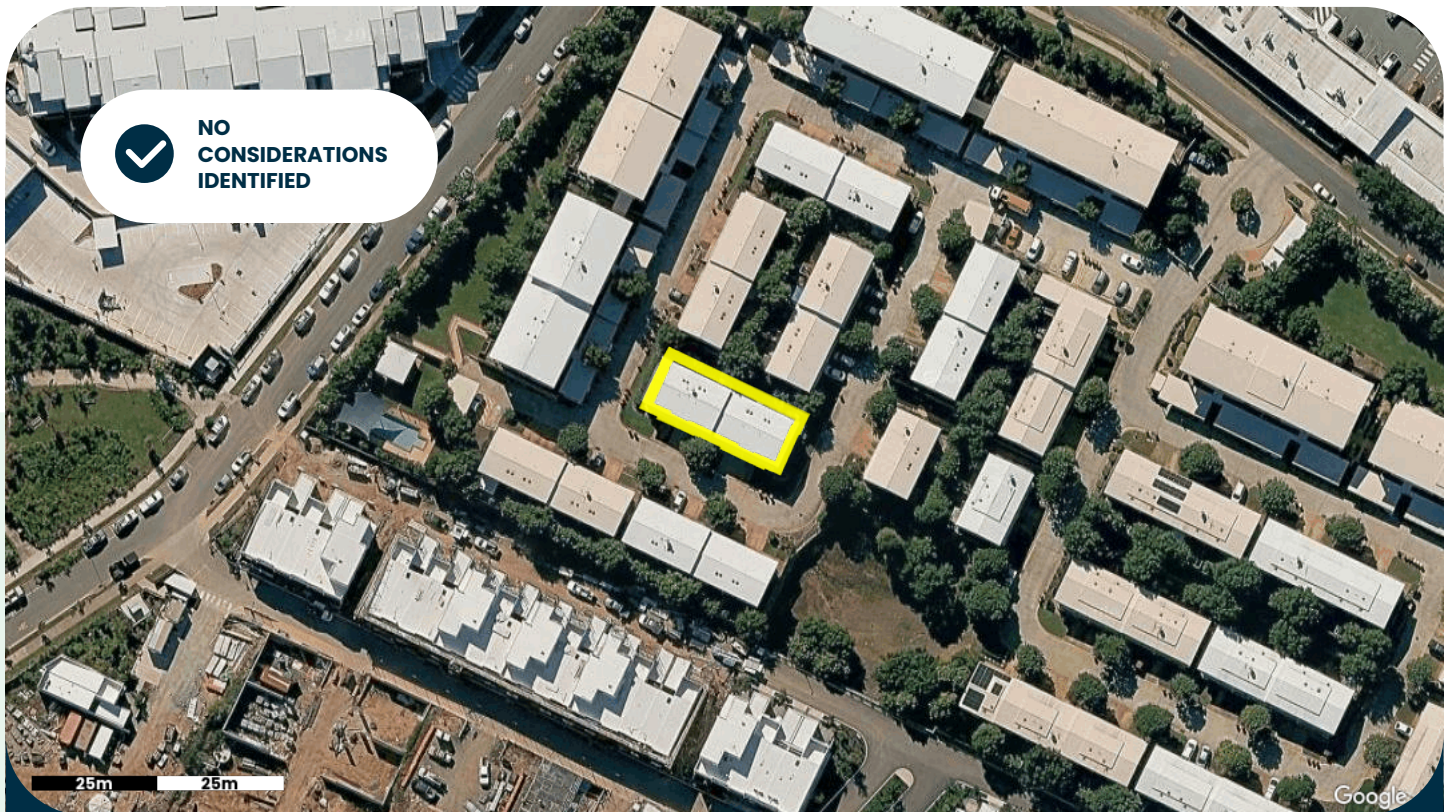
- Does the easement benefit or burden the property?
- Who is responsible for the land within the easement area?
- What other impacts does the easement have on the design of my building?

LEGEND

-  Selected Property
-  Easement

Flood Risk

Is the property in a potential flood area?



THINGS TO KNOW

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

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

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

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

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

Questions to ask

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

LEGEND

 Selected Property

Overland Flow Flood Risk

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 localised 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.

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

Note: Government overland flow maps are general guides and may not reflect site-specific conditions. They are primarily developed by local authorities to govern future development on that sites to mitigate risks for residents. 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 generally 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, town planner 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?



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

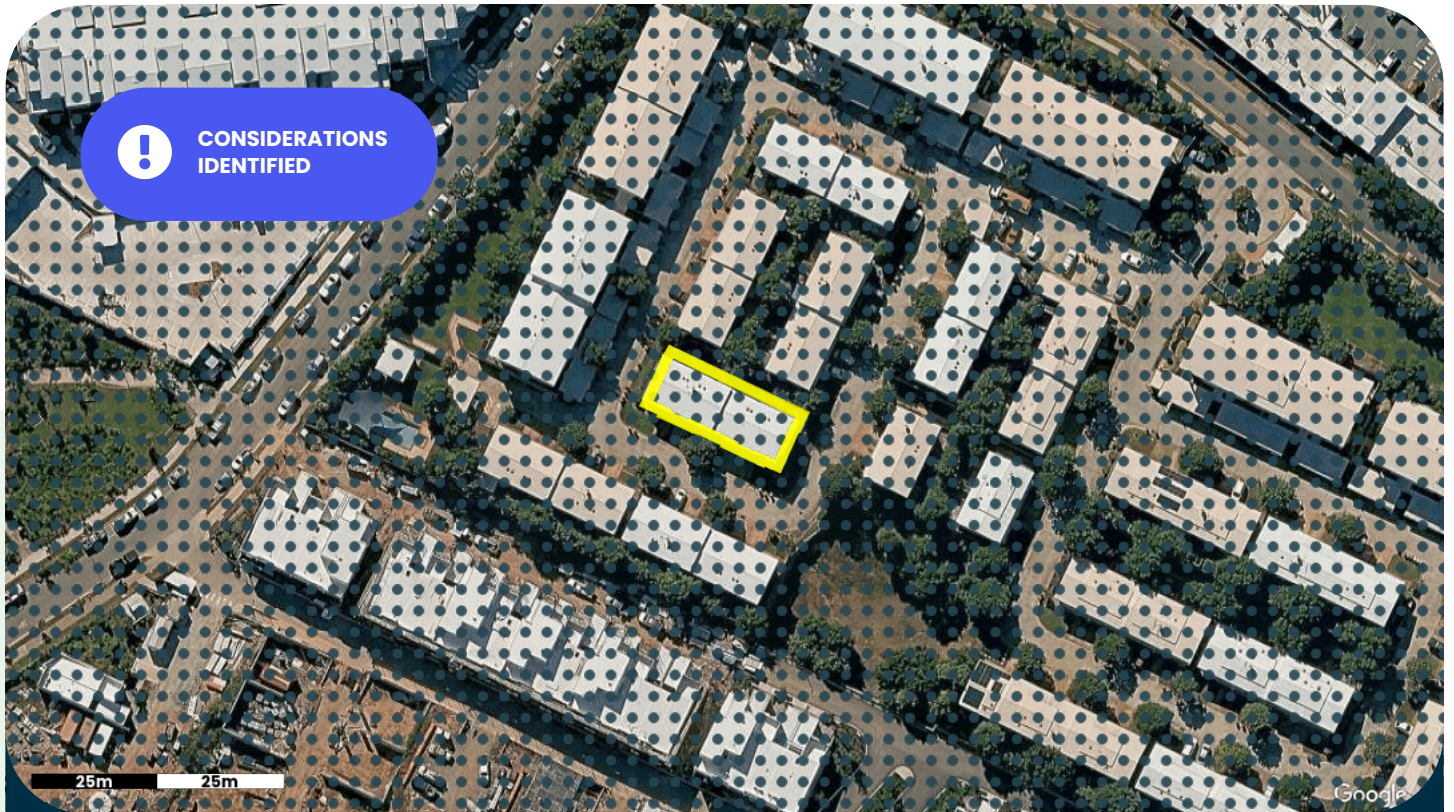
- Where is the protected vegetation located on the property?
- Is the identified vegetation "native" or an introduced species?
- How does this consideration positively or negatively impact the property?

LEGEND

 Selected Property

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
-  Koala Priority Area

Bushfire Risk

Is the property in a potential bushfire area?



THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

 Selected Property

Steep Land

Is there significant slope on this property?



Sources: Department Of Resources

THINGS TO KNOW

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

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




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

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

Questions to ask

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

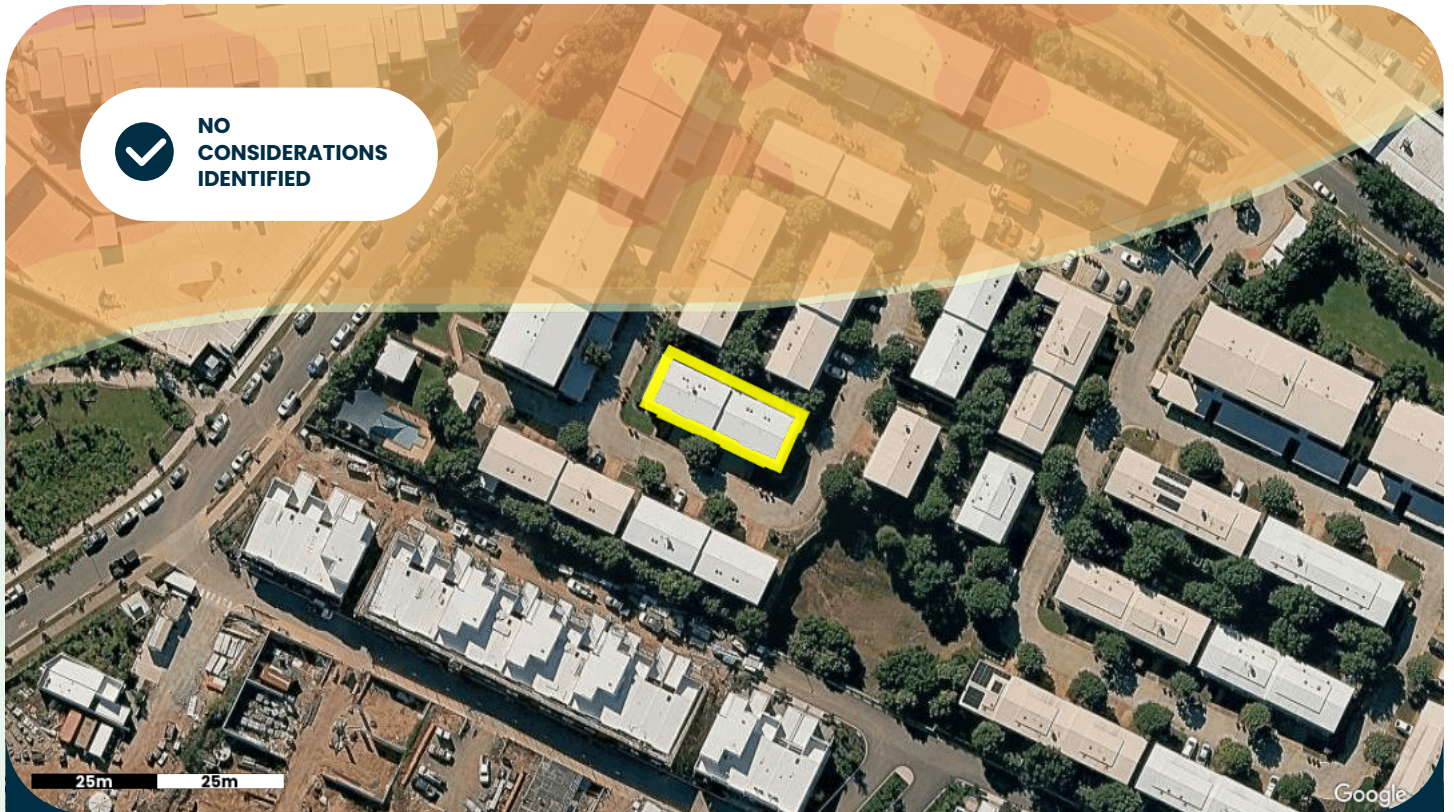
LEGEND

-  Selected Property
- Property Est. Fall: ~3m
-  Property High: ~30m
-  Property Low: ~27m



Noise

Is the property in a potential noise area?



Sources: Moreton Bay Regional Council, 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

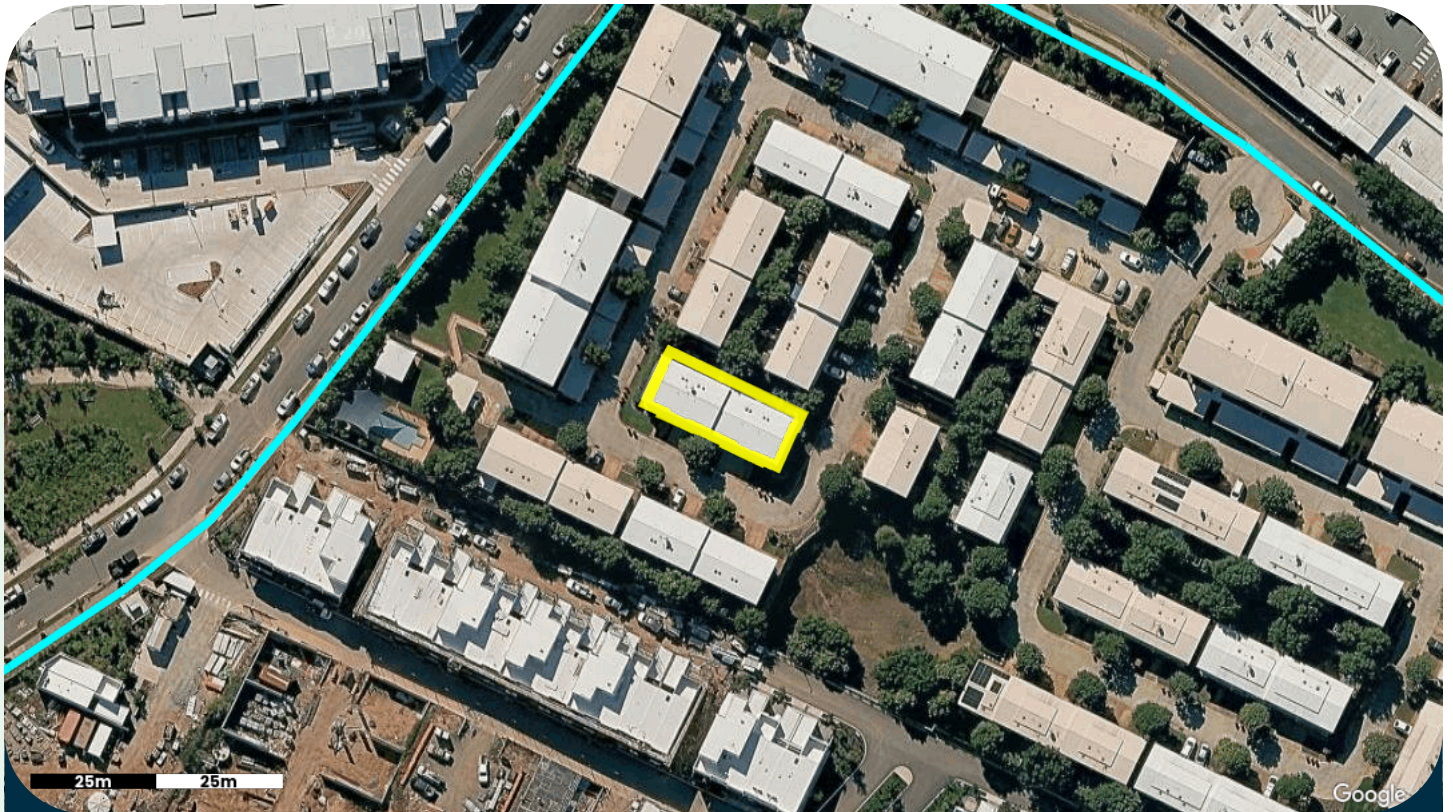
- What is the significance of the noise impacts?
- How do noise impacts affect renovations, extensions or new builds?
- How can noise impacts be reduced through design?
- How might you confirm the noise levels and whether they are acceptable?

LEGEND

- Selected Property
- High Noise (Road)
- Moderate Noise (Road)
- Mod. To Low Noise (Road)
- Low Noise (Road)
- Moderate Potential Noise Area - 68 DbA (Road)
- Mod-High Potential Noise Area - 73 DbA (Road)
- Mod.-Low Potential Noise Area - 63 DbA (Road)

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

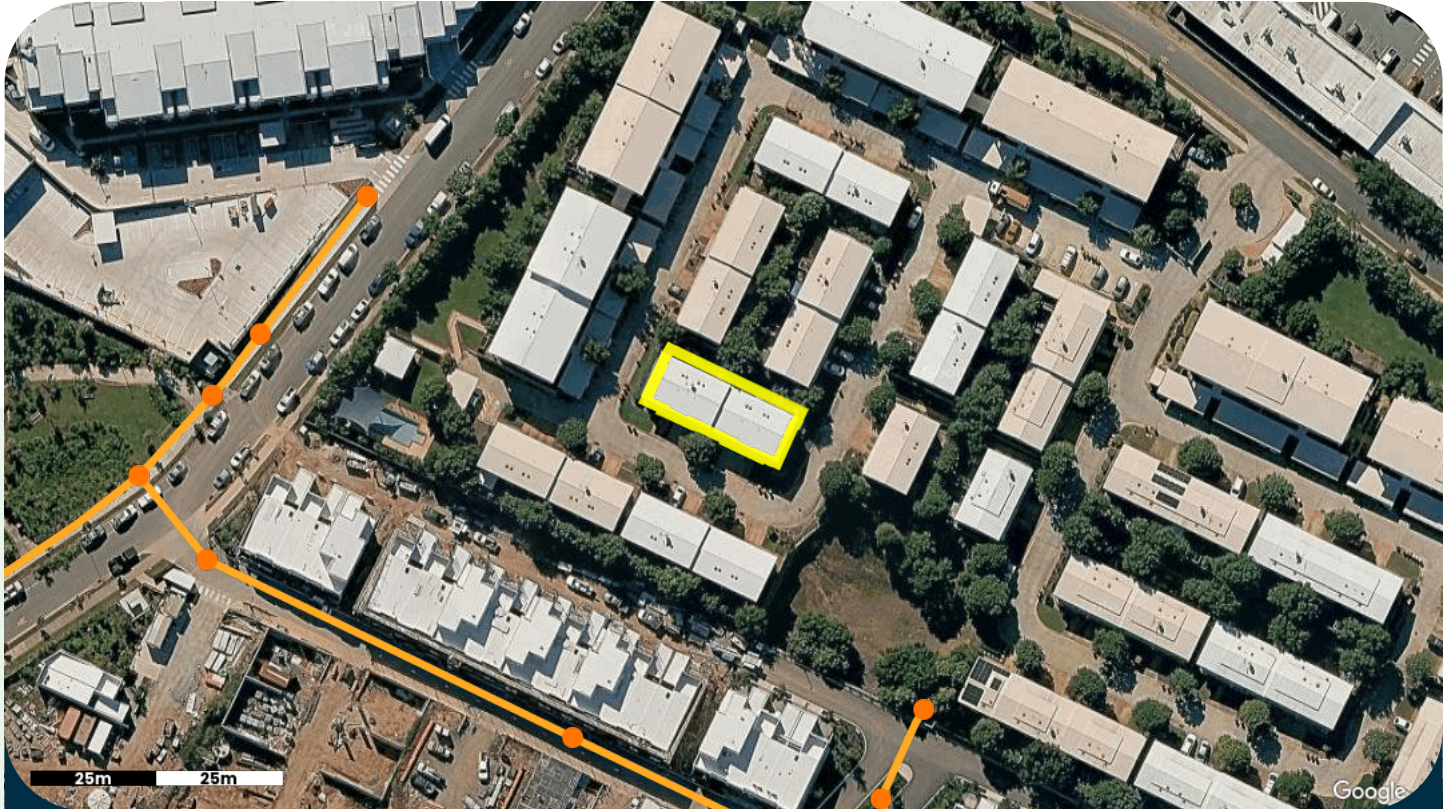
- Where is the water infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified water infrastructure?

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

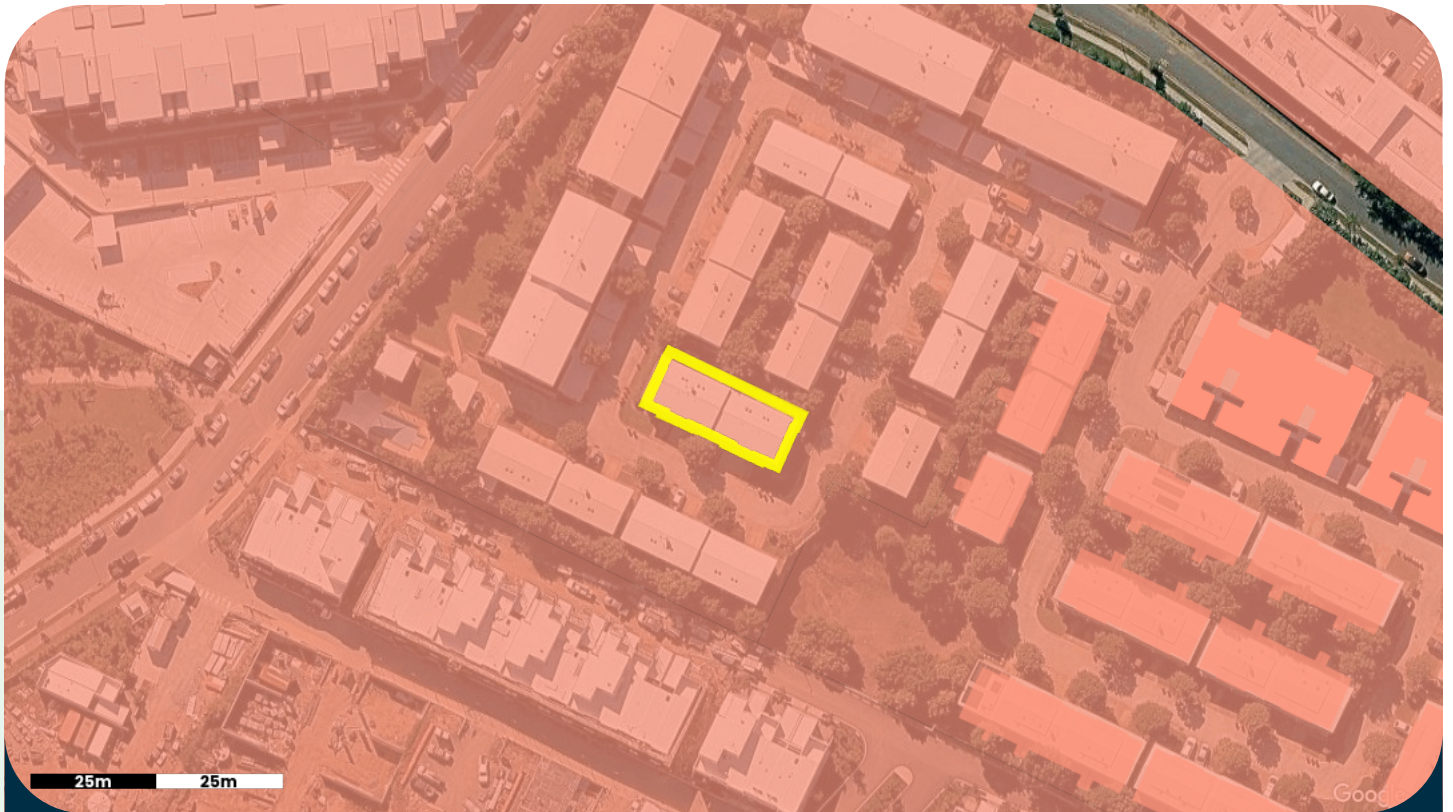
- Where is the power infrastructure located on the property?
- Is there an electricity connection available to the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?

LEGEND

-  Selected Property
-  Underground Power Cable (HV)
-  Underground Power Cable (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

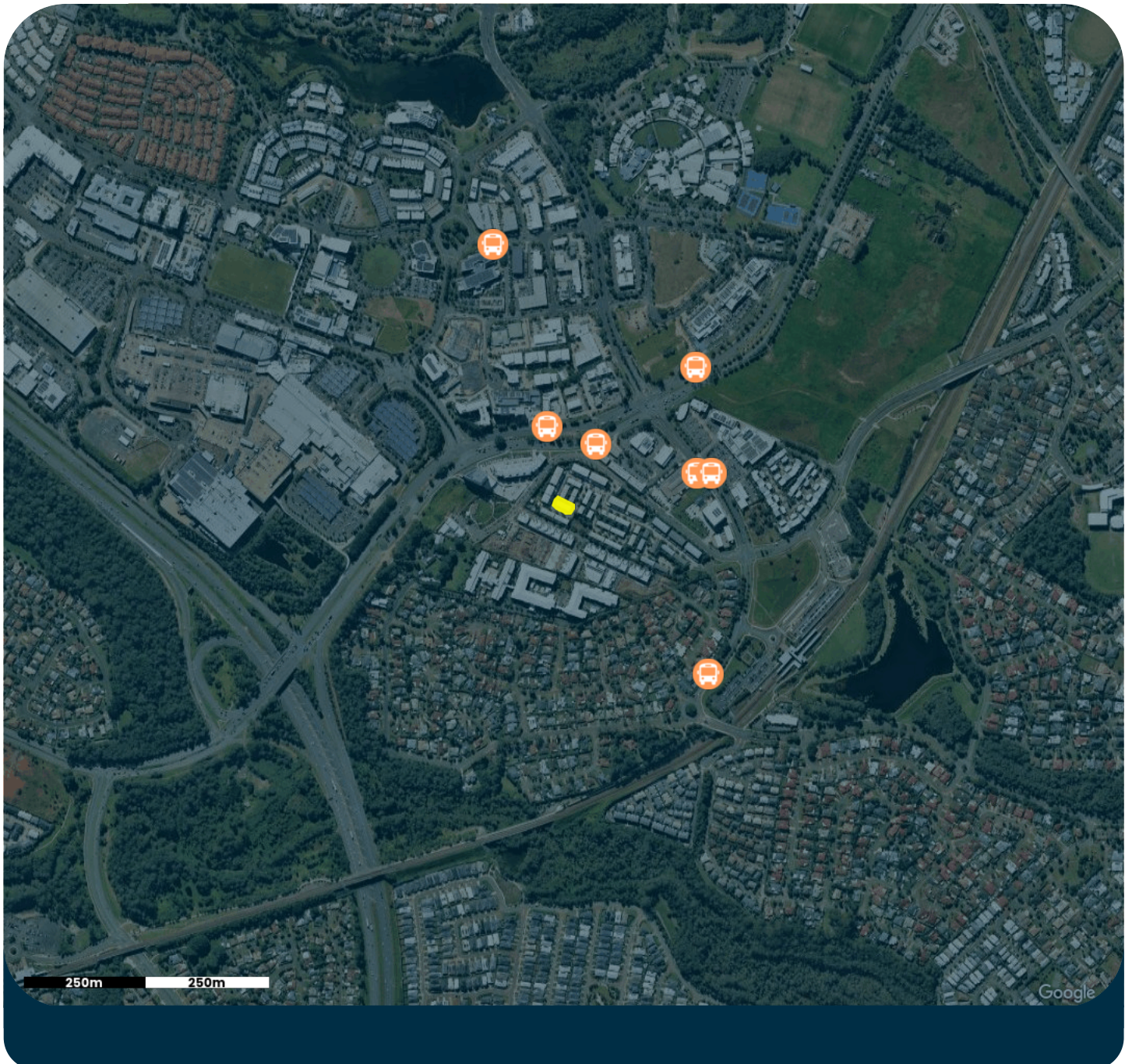
- What does the zoning and local plan mean for the property?
- What land uses are suitable for the applicable zone and/or local plan?

LEGEND

-  Selected Property
-  General Residential - Urban Neighbourhood

Public Transport

Is there any public transport stops nearby?



LEGEND

 Selected Property

 Bus Stop

Boundary

View your property boundaries



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

Area: ~332m2, Perimeter: ~82m

LEGEND

 Selected Property

DISCLAIMER

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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.

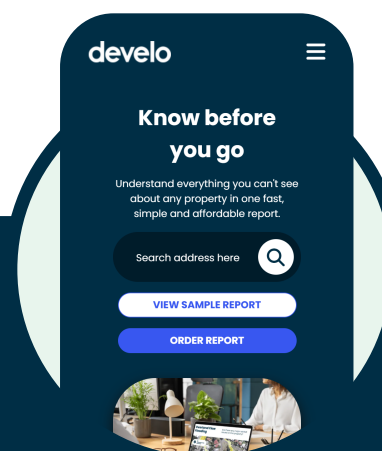
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www.detsi.qld.gov.au

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

InfoTrack
PO Box 10314 Adelaide St Brisbane QLD 4001
Brisbane QLD 4001

Transaction ID: 51035615 EMR Site Id: 08 August 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 152 Plan: SP287895
152/1 LINEAR DR
MANGO HILL

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

Search results for enforcement actions

[← Return to the main page](#)

[Search again](#)

Showing result(s) for:

Location: UNIT 152 1 LINEAR DR, MANGO HILL ✕


Postcode: 4509 ✕

Data last refreshed: 2025-08-15

Show

50

▼ records

 Export view

Enforcement number	▲	Enforcement type	↕	Issued to	Issued date	↕	Status	↕
--------------------	---	------------------	---	-----------	-------------	---	--------	---

Your search did not match any records... [return to search page](#)

Showing 0 to 0 of 0 entries

◀ Previous

Next ▶

Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference 935068

Date: 08/08/2025

Search Request reference: 169804353

Applicant details

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

Buyer: SearchX Pty Ltd

Search response:

Your request for a property search on Lot 152 on Plan SP287895 at Unit 152 1 Linear Dr, Mango Hill Qld 4509 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:

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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.

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	100067099
Payment reference	1000 6709 90
Property	Unit 152/1 Linear Dr, MANGO HILL, QLD

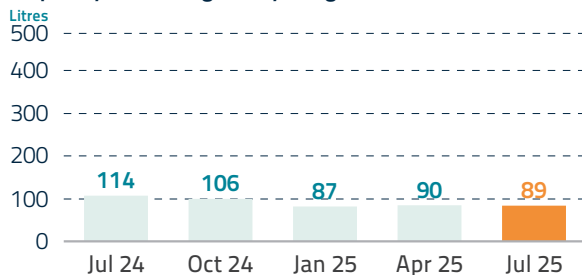
Bill number	7127516590
Billing period	17 Apr 2025 to 15 Jul 2025
Issue date	23 Jul 2025
Approximate date of next meter reading	14 Oct 2025

Your account activity

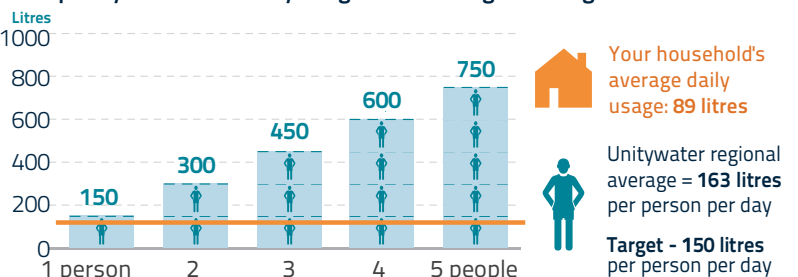
Your last bill	Payments/ adjustments	Balance	New charges	Total due
\$298.09	\$298.09	\$0.00	\$303.60	\$303.60
				Due date
				22 Aug 2025

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



Changes on *your* bill

From 1 July 2025

Find out more unitywater.com/pricing



Easy ways to pay

For other payment options - see over



BPAY®
Biller Code: 130393
Ref: 1000 6709 90
Contact your bank or financial institution to pay from your cheque, savings, debit, credit card or transaction account.
Find out more at bpay.com.au
© Registered to BPAY Pty Ltd ABN 69 079 137 518



Direct Debit
Login to My Account at unitywater.com to set up automatic payments from your bank account or credit card or call us for assistance.

SmoothPay

Smooth out your bill payments across the year with regular fortnightly or monthly payments, interest free.
Find out more at unitywater.com/smoothpay

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)
UE1635102W	16 Apr 25	701	15 Jul 25	709	8	90	88.9
Total water usage					8	90	88.9
Total sewerage usage (waste and greywater) = 90% of water usage					7.20	90	80.0

Activity since last bill

Last bill	\$298.09
Payments / adjustments	
9 Jun 2025 BPoint Payment MyAccount	-\$298.09
Account balance	\$0.00

Water and Sewerage Charges

Lot 152 Plan SP287895 Installation ID 223164296591

State Bulk Water Price	Period	kL/day	x Days	x Price/kL	
State Govt Bulk Water	17 Apr 25 to 30 Jun 25	0.0889	75	\$3.444	\$22.96
State Govt Bulk Water	01 Jul 25 to 15 Jul 25	0.0889	15	\$3.517	\$4.69

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	17 Apr 25 to 30 Jun 25	0.0889	75	\$0.760	\$5.07
Water up to 822 L/day	01 Jul 25 to 15 Jul 25	0.0889	15	\$0.787	\$1.05
Sewerage up to 740 L/day	17 Apr 25 to 30 Jun 25	0.0800	75	\$0.760	\$4.56
Sewerage up to 740 L/day	01 Jul 25 to 15 Jul 25	0.0800	15	\$0.787	\$0.94
Fixed Access Charges	Period	x No.	x Days	x Price/day	
Water Access 20mm	17 Apr 25 to 30 Jun 25	1	75	\$0.972	\$72.90
Water Access 20mm	01 Jul 25 to 15 Jul 25	1	15	\$1.025	\$15.38
Sewerage Access	17 Apr 25 to 30 Jun 25	1	75	\$1.938	\$145.35
Sewerage Access	01 Jul 25 to 15 Jul 25	1	15	\$2.047	\$30.70
Water subtotal					\$122.05
Sewerage subtotal					\$181.55

New water and sewerage charges \$303.60

Total Due = ① + ② \$303.60

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 6709 90



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 6709 90

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



*4028 1000670990 00030360

Account number 100067099

Payment reference 1000 6709 90

Total due \$303.60

Due date 22 Aug 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

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

Property number: 671363

Property location:

Unit 152 1 Linear Drive
MANGO HILL QLD 4509

Property description: Lot 152 SP 287895

Valuation: \$42,544

Rating category: General Rate - Category U50 (Residential
Units CTS Owner Occupied)

Rate notice summary

Issue date: 10 July 2025

Your last bill	\$549.35
Payments / adjustments	\$-579.14
	=
Opening balance	\$-29.79 In credit
	+
New rates and charges	\$521.40
	=
Total due	\$491.61
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

Go paperless!

Receive your rates and reminders via email



Easy



Convenient



Sustainable

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**

Bill code: 339457

Reference number: 50 1873 3430 0671 3635

**PHONE**

Call (07) 3480 6349 (Mastercard and Visa only)

Reference number: 50 1873 3430 0671 3635

**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 1873 3430 0671 3635

**MAIL**

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



*2471 501873343006713635

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		\$549.35
Payment / adjustments		
29-Apr-2025	Payment Received Thank You	\$-549.35
04-Jun-2025	Supplementary Rate Adjustment	\$-29.79
Account balance		\$-29.79 A

New charges

Council rates and charges

Description	Amount
General Rate - Category U5O (Residential Units CTS Owner Occupied) (Minimum General Rate Applied)	\$328.25
City Environment Charge (26.00 [Fixed Amount]) / 4 [Bills per year]	\$6.50
City Infrastructure Charge (104.00 [Fixed Amount]) / 4 [Bills per year]	\$26.00
Garbage Charge - Residential (240L refuse / 240L recycling) (1 [Number of Domestic Bin Units] * 391.00 [Unit Rate]) / 4 [Bills per year]	\$97.75
Total Council rates and charges	\$458.50

State Government charges

Description	Amount
Emergency Management Levy - Group 2A	\$62.90
Total State Government charges	\$62.90
Total new charges	\$521.40 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: 671363
Property Location: Unit 152 1 Linear Drive MANGO HILL QLD 4509

Barcode:

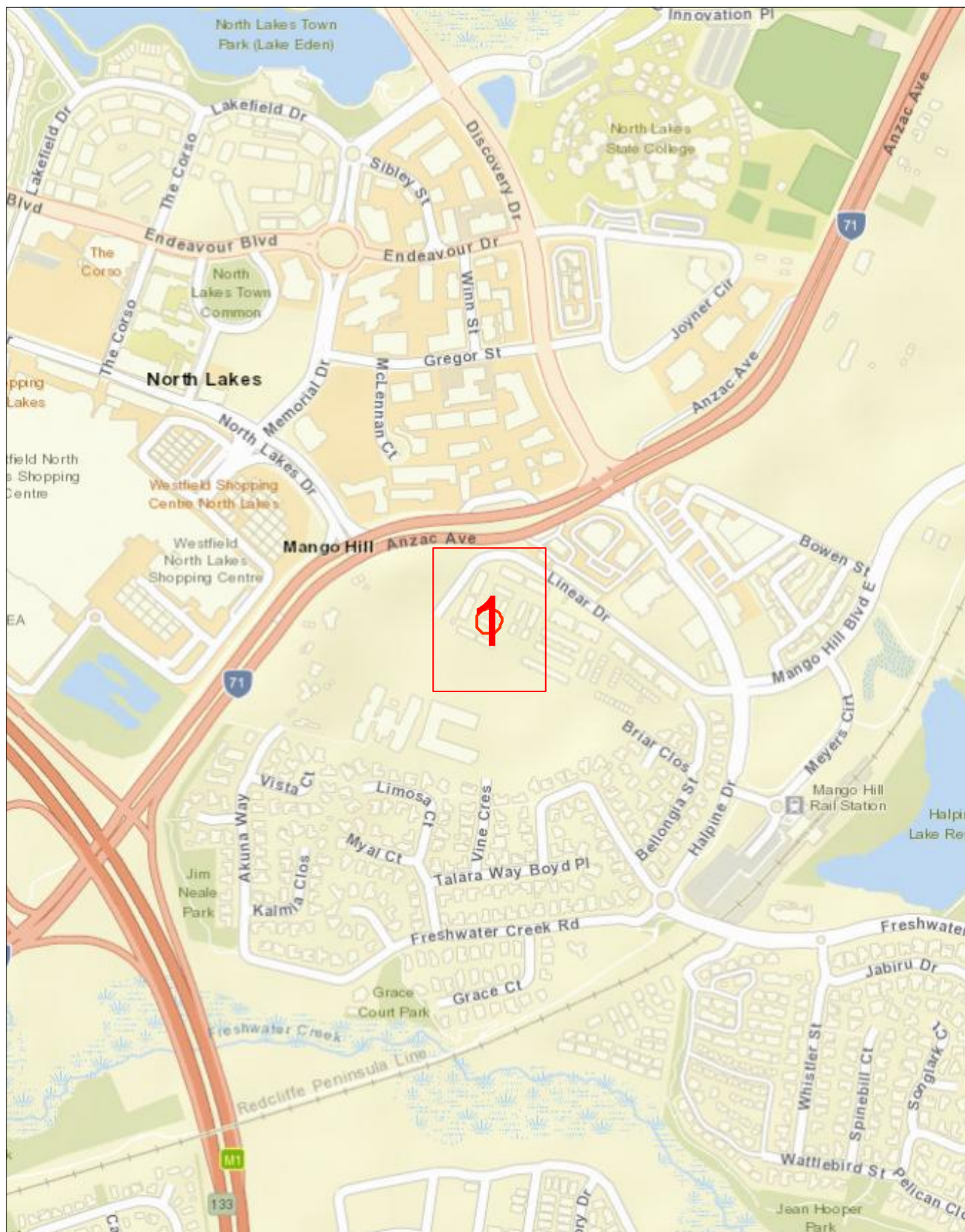


*2471 501873343006713635

Payment Amount: \$491.61

Site 1729 Anzac Avenue
Address: Mango Hill
QLD 4509

Sequence 259257503
Number:



Scale 1: 6000

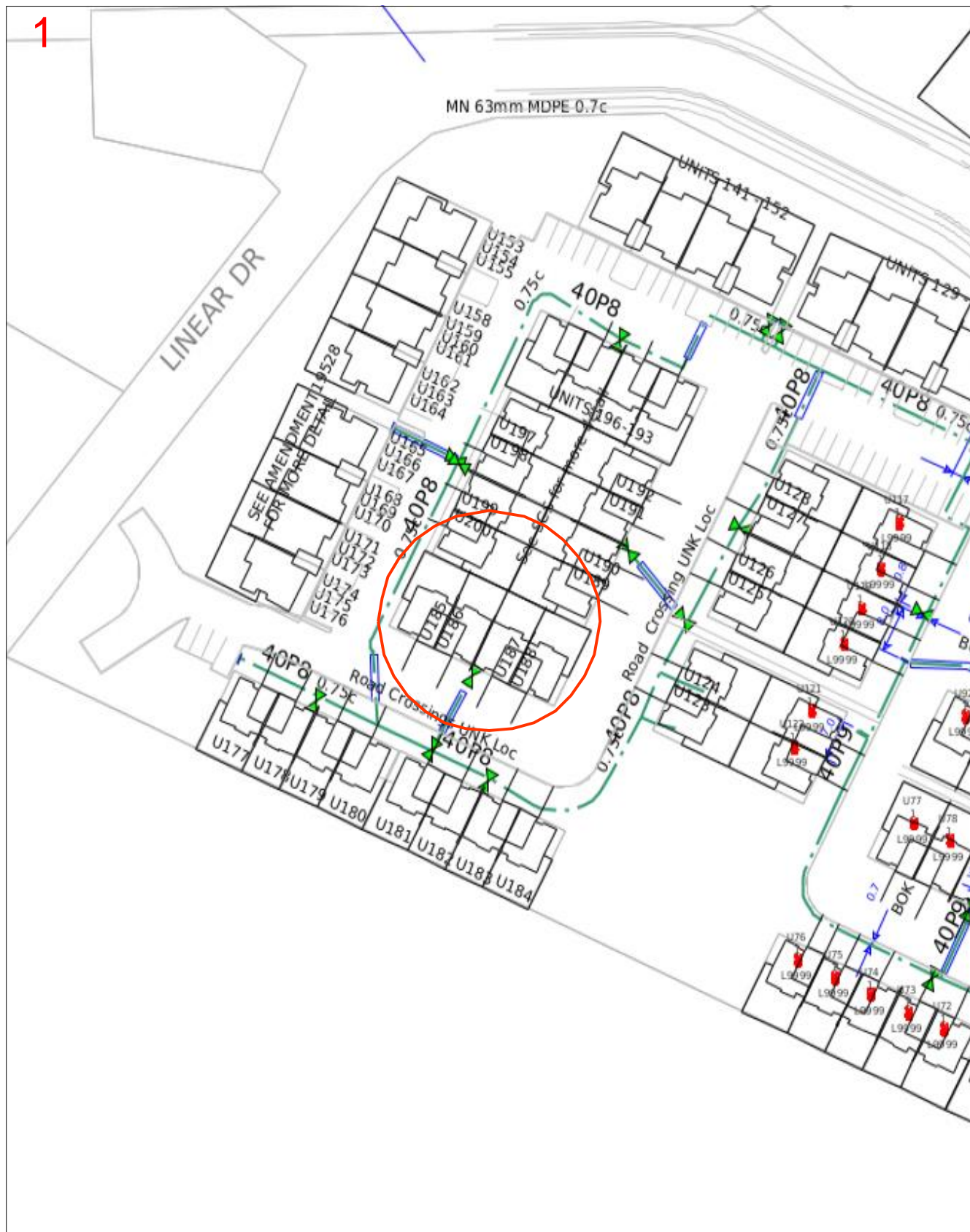
Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area

Map Key Area





Scale 1: 700

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

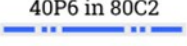



Enquiry Area

Map Key Area



Legend

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

All underground cables shall be treated as being energised. Where a cable is located that is not represented on the ENERGEX BYDA map, then ENERGEX shall be contacted immediately.

For Emergency Situations
Please Call 13 19 62



BYDA

Sequence: 259257500
Date: 08/08/2025

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

**CAUTION - HIGH
VOLTAGE**

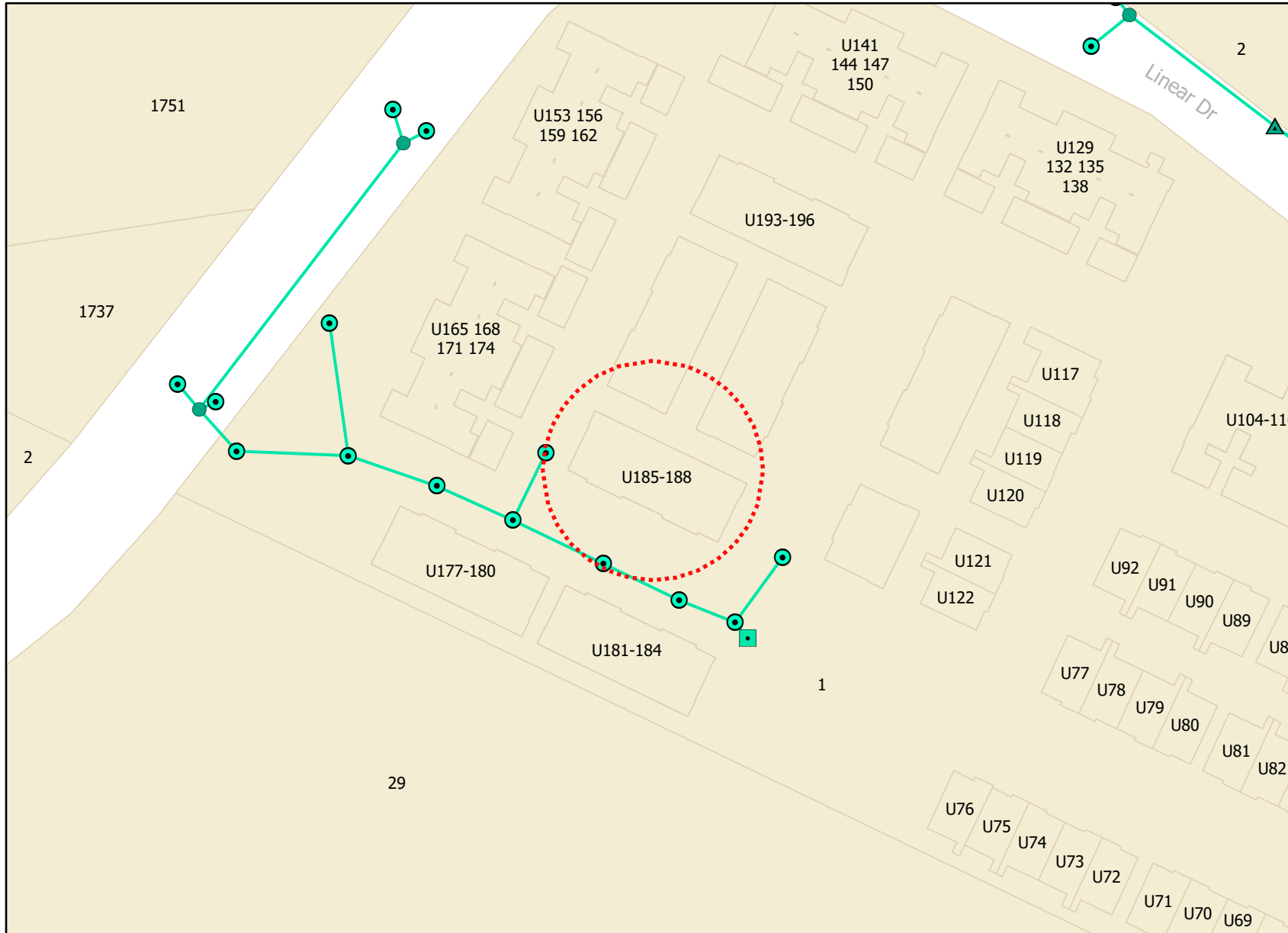
LEGEND

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

AS5488 Category "D" Plan



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



- Legend**
- BYDA Enquiry
 - Field Inlet
 - Headwall
 - Manhole
 - ▲ Node
 - Pipes

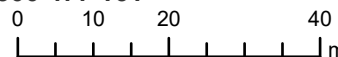
Disclaimer: The Plan is provided in response to a Before You Dig request. While all reasonable care has been taken to ensure the accuracy of the information on this plan, its purpose is to provide a general indication of the location of Moreton Bay Regional Council infrastructure. The information provided 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.

© Moreton Bay Regional Council 2021

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

08/08/25 (valid for 30 days)

Plans generated by SmarterWX™ Automate



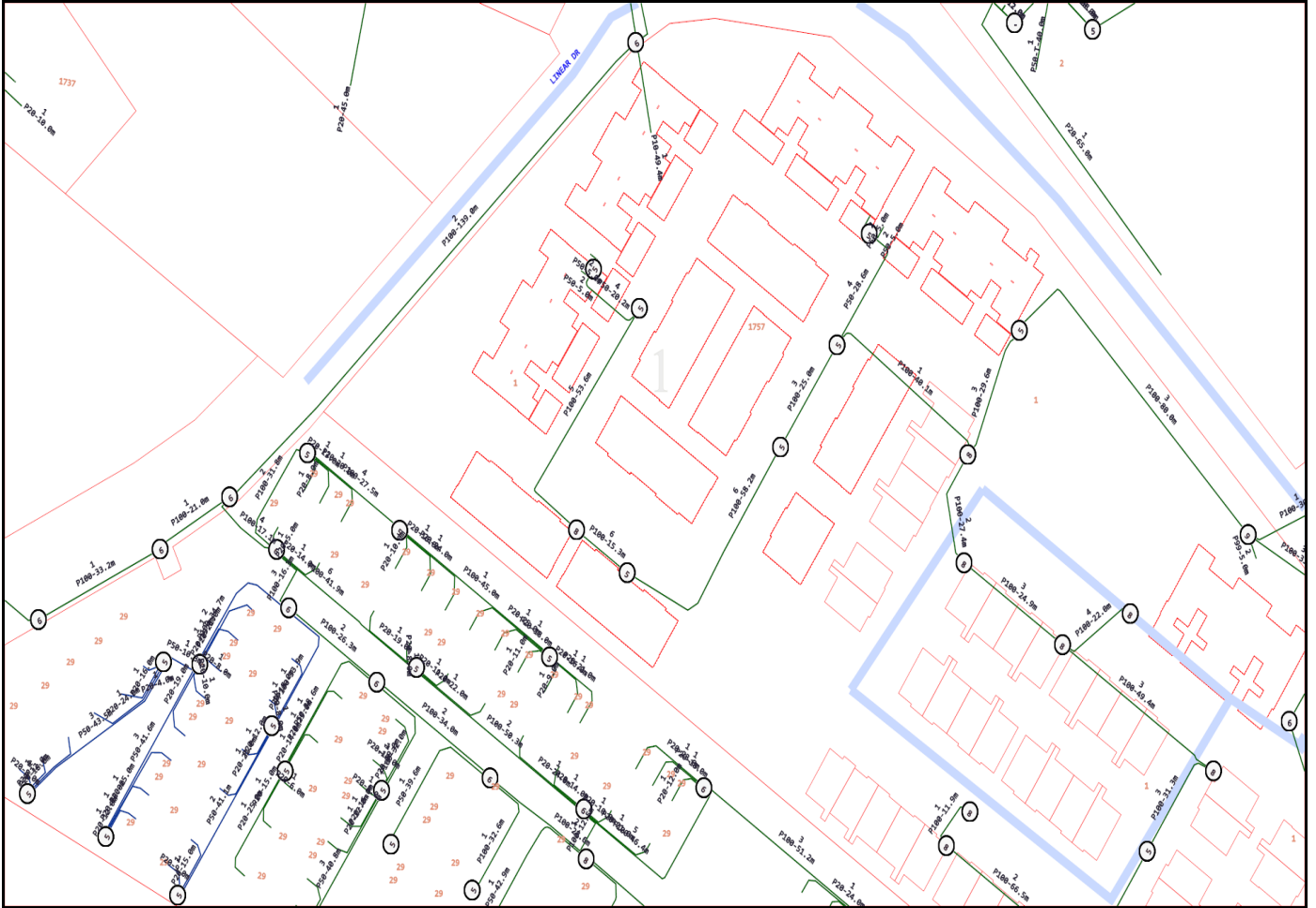
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LEGEND

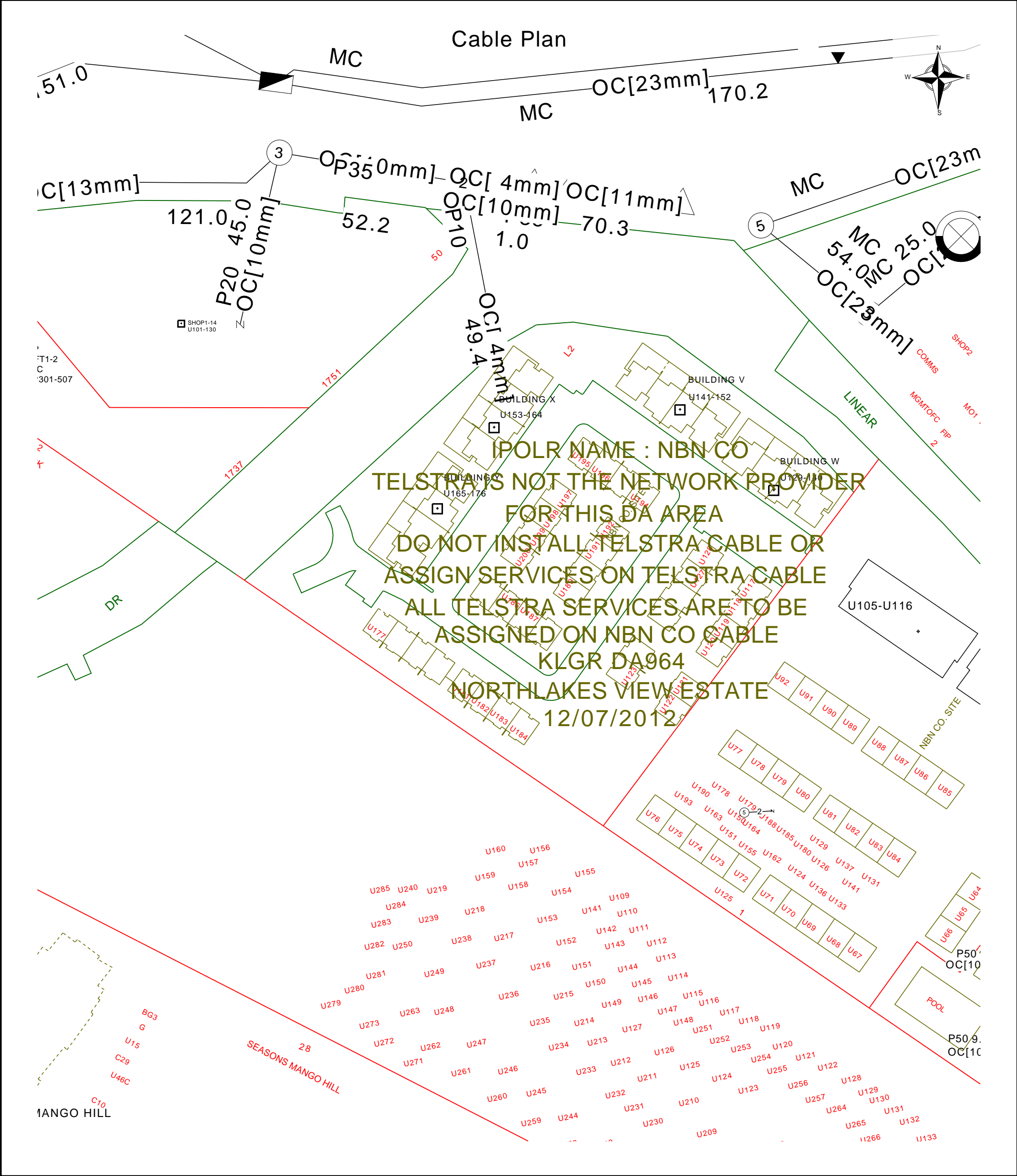



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40)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

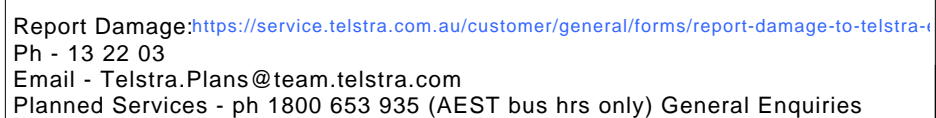


	<p>Report Damage: https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/ Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries</p>	<p>Sequence Number: 259257501</p>
<p>TELSTRA LIMITED A.C.N. 086 174 781 Generated On 08/08/2025 13:45:50</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.

[illegible]

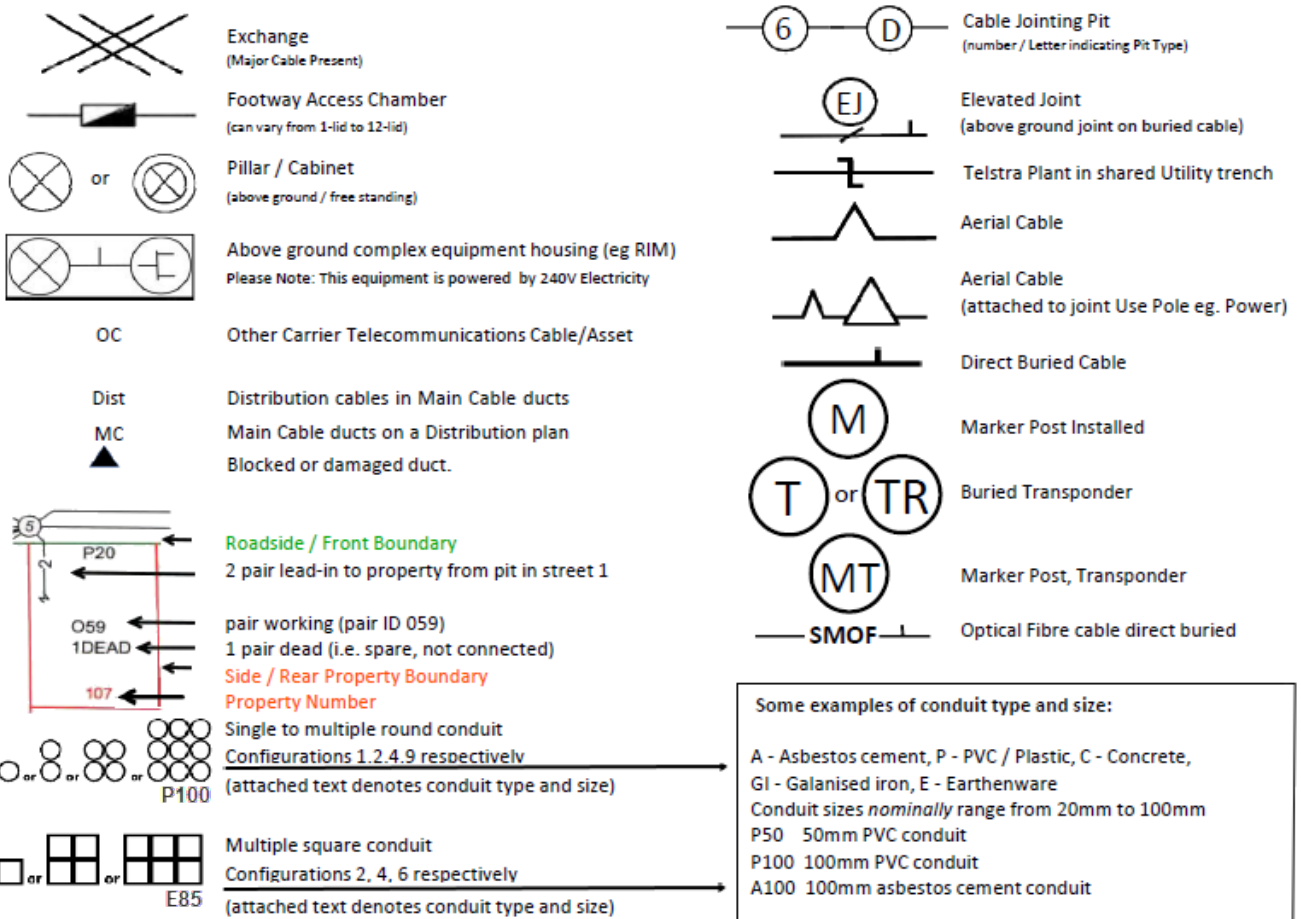
CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.

Generated On 08/08/2025 13:45:53

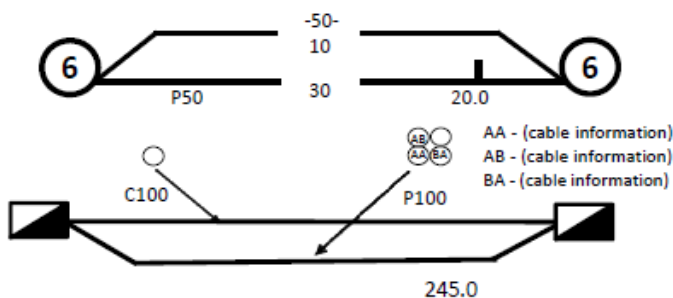
WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information.
As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D.
Refer to AS 5488 for 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.

LEGEND



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: 259257499
Job Number: 50868503
Printed On: 8/08/2025

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)

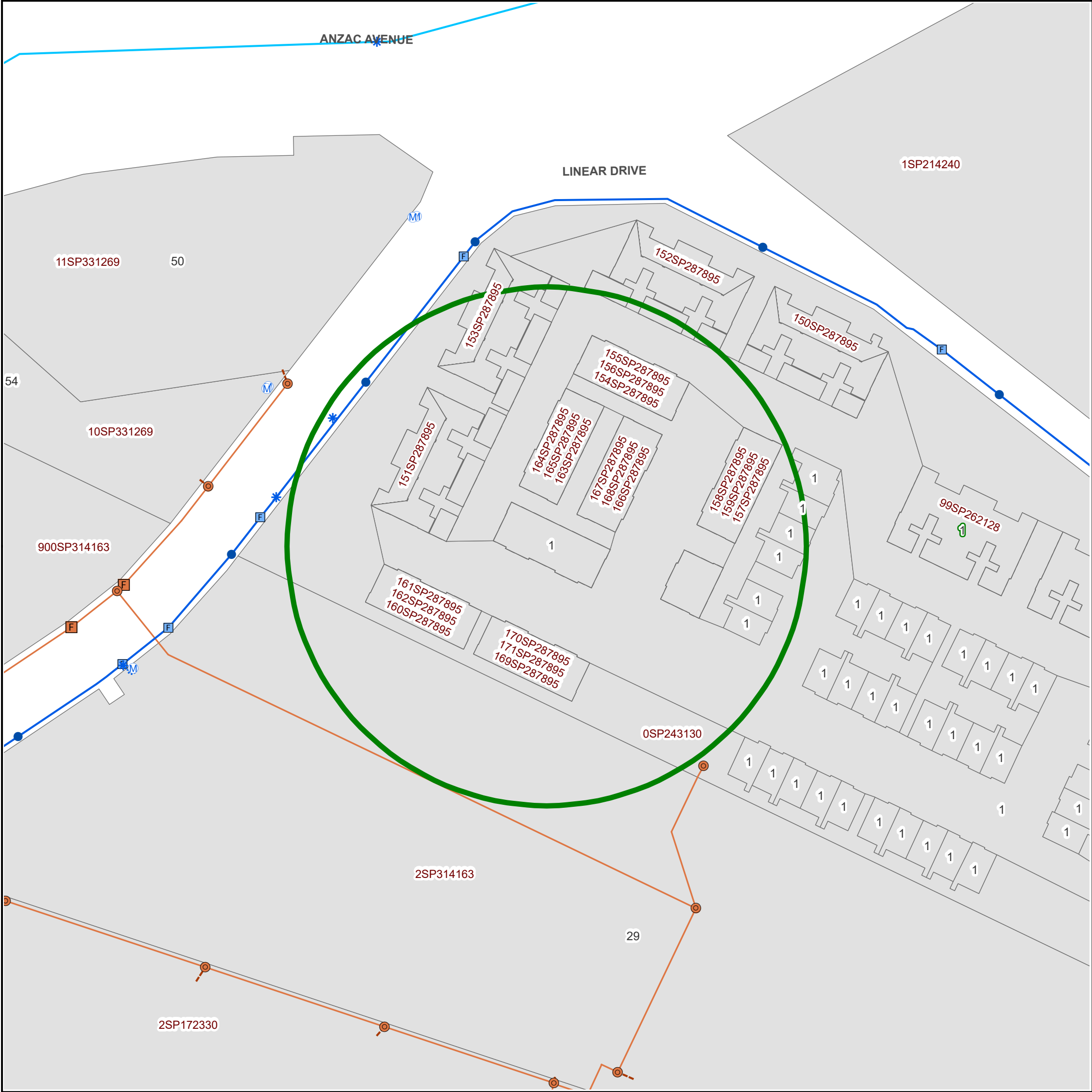
Recycled Water Main

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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Statutory Encumbrance Report

Property: 1 Linear Drive, Mango Hill QLD 4509

Encumbrance Holder: APA Group

Details: Gas infrastructure owned and managed by APA Group may be located within the vicinity of the property, including potential medium pressure pipelines situated in the broader service area.

Encumbrance Holder: Energex Limited

Details: High voltage underground electrical infrastructure is present near the property. Multiple cable pits, conduits, and associated network assets are situated within the surrounding road reserve.

Encumbrance Holder: Moreton Bay Regional Council

Details: Council-managed stormwater infrastructure exists in the immediate area, including field inlets, manholes, nodes, and underground stormwater pipes providing drainage to the locality.

Encumbrance Holder: NBN Co Limited

Details: Telecommunications infrastructure, including in-service copper, RF, and fibre optic cables, is installed within the vicinity of the property with pits, conduits, and cable alignments providing services to the site.

Encumbrance Holder: Telstra Corporation Limited

Details: Underground telecommunications infrastructure, including fibre optic and copper cables, multi-duct conduit systems, and associated pits, is located nearby. These assets form part of the primary telecommunications network.

Encumbrance Holder: Unitywater

Details: Water and sewerage infrastructure is present in the immediate vicinity, including water mains, water valves, hydrants, sewer gravity mains, sewer maintenance holes, and sewer rising mains forming part of the local reticulation and trunk systems.

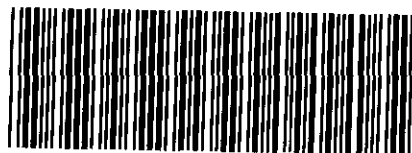
62

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

GENERAL REQUEST

Form 14 Version 4
Page 1 of 61

Duty Imprint



717818296

\$85.00

03/02/2017 12:12

GC 470

Information about privacy is available at [http://www.slr.qld.gov.au/privacy](#)

1. Nature of request

Request to Record a New Community Management
Statement for "North Lakes Views" CTS 42279

Lodger (Name, address & phone number)

Johanson Lawyers
PO Box 6030
GOLD COAST MC QLD 9726
Ph: 5570 6688
Ref: RJ:80087

Lodger
Code

GC996

2. Lot on Plan Description

Common Property of "North Lakes
Views" CTS 42279

Title Reference

50839106

3. Registered Proprietor/State Lessee

Body Corporate for "North Lakes Views" CTS 42279

4. Interest

FEE SIMPLE

5. Applicant

Body Corporate for "North Lakes Views" CTS 42279

6. Request

I hereby request that: the New Community Management Statement deposited herewith be recorded as the Community Management Statement for "NORTH LAKES VIEWS" CTS 42279 which amends schedules A, B, C, D, E and item 4.

7. Execution by applicant

Execution Date

03/02/2017

Applicant's or Solicitor's Signature


 RODNEY GRAY JOHANSON

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

42279

This statement incorporates and must
include the following:

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

1. Name of community titles scheme

"NORTH LAKES VIEWS" CTS NO. 42279

2. Regulation module

ACCOMODATION

3. Name of body corporate

BODY CORPORATE FOR "NORTH LAKES VIEWS" CTS NO. 42279

4. Scheme land

Lot on Plan Description

County

Parish

Title Reference

REFER ENLARGED PANEL

5. *Name and address of original owner

Not Applicable

6. Reference to plan lodged with this statement

SP 287895

first community management statement only

7. Local Government community management statement notation

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

.....signed

.....name and designation

.....name of Local Government

8. Execution by original owner/Consent of body corporate



02/02/17
Execution Date

Chairman

Secretary
*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.

"NORTH LAKES VIEWS" CTS No. 42279

ENLARGED PANEL

4. Scheme land

Lot on Plan Description	Title Reference
Common Property for "NORTH LAKES VIEWS" CTS No. 42279	50839106
Lot 1 on SP 243130	50839107
Lot 2 on SP 243130	50839108
Lot 3 on SP 243130	50839109
Lot 4 on SP 243130	50839110
Lot 5 on SP 243130	50839111
Lot 6 on SP 243130	50839112
Lot 7 on SP 243130	50839113
Lot 8 on SP 243130	50839114
Lot 9 on SP 243130	50839115
Lot 10 on SP 243130	50839116
Lot 11 on SP 243130	50839117
Lot 12 on SP 243130	50839118
Lot 13 on SP 243130	50839119
Lot 14 on SP 243130	50839120
Lot 15 on SP 243130	50839121
Lot 16 on SP 243130	50839122
Lot 17 on SP 243130	50839123
Lot 18 on SP 243130	50839124
Lot 19 on SP 243130	50839125
Lot 20 on SP 243130	50839126
Lot 21 on SP 243130	50839127
Lot 22 on SP 243130	50839128
Lot 23 on SP 243130	50839129
Lot 24 on SP 243130	50839130
Lot 25 on SP 243130	50839131
Lot 26 on SP 243130	50839132
Lot 27 on SP 243130	50839133
Lot 28 on SP 243130	50839134
Lot 29 on SP 243130	50839135
Lot 30 on SP 243130	50839136
Lot 31 on SP 243130	50839137
Lot 32 on SP 243130	50839138
Lot 33 on SP 243130	50839139
Lot 34 on SP 243130	50839140
Lot 35 on SP 243130	50839141
Lot 36 on SP 243130	50839142
Lot 37 on SP 243130	50839143
Lot 38 on SP 243130	50839144
Lot 39 on SP 243130	50839145
Lot 40 on SP 243130	50839146
Lot 41 on SP 243130	50839147
Lot 42 on SP 243130	50839148
Lot 43 on SP 243130	50839149
Lot 44 on SP 243130	50839150
Lot 45 on SP 243130	50839151
Lot 46 on SP 243130	50839152
Lot 47 on SP 243130	50839153
Lot 48 on SP 243130	50839154
Lot 49 on SP 243130	50839155
Lot 50 on SP 243130	50839156
Lot 51 on SP 243130	50839157
Lot 52 on SP 243130	50839158
Lot 53 on SP 243130	50839159
Lot 54 on SP 243130	50839160
Lot 55 on SP 243130	50839161
Lot 56 on SP 243130	50839162
Lot 57 on SP 243130	50839163

"NORTH LAKES VIEWS" CTS No. 42279

Lot 58 on SP 243130	50839164
Lot 59 on SP 243130	50839165
Lot 60 on SP 243130	50839166
Lot 61 on SP 243130	50839167
Lot 62 on SP 262128	50924373
Lot 63 on SP 262128	50924374
Lot 64 on SP 262128	50924375
Lot 65 on SP 262128	50924376
Lot 66 on SP 262128	50924377
Lot 67 on SP 262128	50924378
Lot 68 on SP 262128	50924379
Lot 69 on SP 262128	50924380
Lot 70 on SP 262128	50924381
Lot 71 on SP 262128	50924382
Lot 72 on SP 262128	50924383
Lot 73 on SP 262128	50924384
Lot 74 on SP 262128	50924385
Lot 75 on SP 262128	50924386
Lot 76 on SP 262128	50924387
Lot 77 on SP 262128	50924388
Lot 78 on SP 262128	50924389
Lot 79 on SP 262128	50924390
Lot 80 on SP 262128	50924391
Lot 81 on SP 262128	50924392
Lot 82 on SP 262128	50924393
Lot 83 on SP 262128	50924394
Lot 84 on SP 262128	50924395
Lot 85 on SP 262128	50924396
Lot 86 on SP 262128	50924397
Lot 87 on SP 262128	50924398
Lot 88 on SP 262128	50924399
Lot 89 on SP 262128	50924400
Lot 90 on SP 262128	50924401
Lot 91 on SP 262128	50924402
Lot 92 on SP 262128	50924403
Lot 93 on SP 262128	50924404
Lot 94 on SP 262128	50924405
Lot 95 on SP 262128	50924406
Lot 96 on SP 262128	50924407
Lot 97 on SP 262128	50924408
Lot 98 on SP 262128	50924409
Lot 99 on SP 262128	50924410
Lot 100 on SP 262128	50924411
Lot 101 on SP 262128	50924412
Lot 102 on SP 262128	50924413
Lot 103 on SP 262128	50924414
Lot 104 on SP 262128	50924415
Lot 105 on SP 262128	50924416
Lot 106 on SP 262128	50924417
Lot 107 on SP 262128	50924418
Lot 108 on SP 262128	50924419
Lot 109 on SP 262128	50924420
Lot 110 on SP 262128	50924421
Lot 111 on SP 262128	50924422
Lot 112 on SP 262128	50924423
Lot 113 on SP 262128	50924424
Lot 114 on SP 262128	50924425
Lot 115 on SP 262128	50924426
Lot 116 on SP 262128	50924427
Lot 117 on SP 262128	50924428
Lot 118 on SP 262128	50924429
Lot 119 on SP 262128	50924430
Lot 120 on SP 262128	50924431

"NORTH LAKES VIEWS" CTS No. 42279

Lot 121 on SP 262128
Lot 122 on SP 262128
Lot 123 on SP 287895
Lot 124 on SP 287895
Lot 125 on SP 287895
Lot 126 on SP 287895
Lot 127 on SP 287895
Lot 128 on SP 287895
Lot 129 on SP 287895
Lot 130 on SP 287895
Lot 131 on SP 287895
Lot 132 on SP 287895
Lot 133 on SP 287895
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Lot 135 on SP 287895
Lot 136 on SP 287895
Lot 137 on SP 287895
Lot 138 on SP 287895
Lot 139 on SP 287895
Lot 140 on SP 287895
Lot 141 on SP 287895
Lot 142 on SP 287895
Lot 143 on SP 287895
Lot 144 on SP 287895
Lot 145 on SP 287895
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Lot 147 on SP 287895
Lot 148 on SP 287895
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Lot 165 on SP 287895
Lot 166 on SP 287895
Lot 167 on SP 287895
Lot 168 on SP 287895
Lot 169 on SP 287895
Lot 170 on SP 287895
Lot 171 on SP 287895
Lot 172 on SP 287895
Lot 173 on SP 287895
Lot 174 on SP 287895
Lot 175 on SP 287895
Lot 176 on SP 287895
Lot 177 on SP 287895
Lot 178 on SP 287895
Lot 179 on SP 287895
Lot 180 on SP 287895
Lot 181 on SP 287895
Lot 182 on SP 287895
Lot 183 on SP 287895

50924432
50924433

"NORTH LAKES VIEWS" CTS No. 42279

Lot 184 on SP 287895
Lot 185 on SP 287895
Lot 186 on SP 287895
Lot 187 on SP 287895
Lot 188 on SP 287895
Lot 189 on SP 287895
Lot 190 on SP 287895
Lot 191 on SP 287895
Lot 192 on SP 287895
Lot 193 on SP 287895
Lot 194 on SP 287895
Lot 195 on SP 287895
Lot 196 on SP 287895
Lot 197 on SP 287895
Lot 198 on SP 287895
Lot 199 on SP 287895
Lot 200 on SP 287895

"NORTH LAKES VIEWS" CTS No. 42279

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
1 on SP 243130	1	30
2 on SP 243130	1	30
3 on SP 243130	1	30
4 on SP 243130	1	30
5 on SP 243130	1	30
6 on SP 243130	1	30
7 on SP 243130	1	30
8 on SP 243130	1	30
9 on SP 243130	1	30
10 on SP 243130	1	30
11 on SP 243130	1	30
12 on SP 243130	1	30
13 on SP 243130	1	30
14 on SP 243130	1	30
15 on SP 243130	1	30
16 on SP 243130	1	30
17 on SP 243130	1	30
18 on SP 243130	1	30
19 on SP 243130	1	30
20 on SP 243130	1	30
21 on SP 243130	1	30
22 on SP 243130	1	30
23 on SP 243130	1	30
24 on SP 243130	1	30
25 on SP 243130	1	30
26 on SP 243130	1	30
27 on SP 243130	1	30
28 on SP 243130	1	30
29 on SP 243130	1	30
30 on SP 243130	1	30
31 on SP 243130	1	30
32 on SP 243130	1	30
33 on SP 243130	1	30
34 on SP 243130	1	30
35 on SP 243130	1	30
36 on SP 243130	1	30
37 on SP 243130	1	33
38 on SP 243130	1	33
39 on SP 243130	1	33
40 on SP 243130	1	33
41 on SP 243130	1	33
42 on SP 243130	1	33
43 on SP 243130	1	33
44 on SP 243130	1	33

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45 on SP 243130	1	33
46 on SP 243130	1	33
47 on SP 243130	1	33
48 on SP 243130	1	33
49 on SP 243130	1	33
50 on SP 243130	1	33
51 on SP 243130	1	33
52 on SP 243130	1	33
53 on SP 243130	1	33
54 on SP 243130	1	33
55 on SP 243130	1	33
56 on SP 243130	1	33
57 on SP 243130	1	33
58 on SP 243130	1	33
59 on SP 243130	1	33
60 on SP 243130	1	33
61 on SP 243130	1	33
62 on SP 262128	1	33
63 on SP 262128	1	33
64 on SP 262128	1	33
65 on SP 262128	1	33
66 on SP 262128	1	33
67 on SP 262128	1	33
68 on SP 262128	1	33
69 on SP 262128	1	33
70 on SP 262128	1	33
71 on SP 262128	1	33
72 on SP 262128	1	33
73 on SP 262128	1	33
74 on SP 262128	1	33
75 on SP 262128	1	33
76 on SP 262128	1	33
77 on SP 262128	1	33
78 on SP 262128	1	33
79 on SP 262128	1	33
80 on SP 262128	1	33
81 on SP 262128	1	33
82 on SP 262128	1	33
83 on SP 262128	1	33
84 on SP 262128	1	33
85 on SP 262128	1	33
86 on SP 262128	1	33
87 on SP 262128	1	33
88 on SP 262128	1	33
89 on SP 262128	1	33
90 on SP 262128	1	33
91 on SP 262128	1	33

"NORTH LAKES VIEWS" CTS No. 42279

92 on SP 262128	1	33
93 on SP 262128	1	30
94 on SP 262128	1	30
95 on SP 262128	1	30
96 on SP 262128	1	30
97 on SP 262128	1	30
98 on SP 262128	1	30
99 on SP 262128	1	30
100 on SP 262128	1	30
101 on SP 262128	1	30
102 on SP 262128	1	30
103 on SP 262128	1	30
104 on SP 262128	1	30
105 on SP 262128	1	30
106 on SP 262128	1	30
107 on SP 262128	1	30
108 on SP 262128	1	30
109 on SP 262128	1	30
110 on SP 262128	1	30
111 on SP 262128	1	30
112 on SP 262128	1	30
113 on SP 262128	1	30
114 on SP 262128	1	30
115 on SP 262128	1	30
116 on SP 262128	1	30
117 on SP 262128	1	33
118 on SP 262128	1	33
119 on SP 262128	1	33
120 on SP 262128	1	33
121 on SP 262128	1	33
122 on SP 262128	1	33
123 on SP 287895	1	33
124 on SP 287895	1	33
125 on SP 287895	1	33
126 on SP 287895	1	33
127 on SP 287895	1	33
128 on SP 287895	1	33
129 on SP 287895	1	30
130 on SP 287895	1	30
131 on SP 287895	1	30
132 on SP 287895	1	30
133 on SP 287895	1	30
134 on SP 287895	1	30
135 on SP 287895	1	30
136 on SP 287895	1	30
137 on SP 287895	1	30
138 on SP 287895	1	30

"NORTH LAKES VIEWS" CTS No. 42279

139 on SP 287895	1	30
140 on SP 287895	1	30
141 on SP 287895	1	30
142 on SP 287895	1	30
143 on SP 287895	1	30
144 on SP 287895	1	30
145 on SP 287895	1	30
146 on SP 287895	1	30
147 on SP 287895	1	30
148 on SP 287895	1	30
149 on SP 287895	1	30
150 on SP 287895	1	30
151 on SP 287895	1	30
152 on SP 287895	1	30
153 on SP 287895	1	30
154 on SP 287895	1	30
155 on SP 287895	1	30
156 on SP 287895	1	30
157 on SP 287895	1	30
158 on SP 287895	1	30
159 on SP 287895	1	30
160 on SP 287895	1	30
161 on SP 287895	1	30
162 on SP 287895	1	30
163 on SP 287895	1	30
164 on SP 287895	1	30
165 on SP 287895	1	30
166 on SP 287895	1	30
167 on SP 287895	1	30
168 on SP 287895	1	30
169 on SP 287895	1	30
170 on SP 287895	1	30
171 on SP 287895	1	30
172 on SP 287895	1	30
173 on SP 287895	1	30
174 on SP 287895	1	30
175 on SP 287895	1	30
176 on SP 287895	1	30
177 on SP 287895	1	33
178 on SP 287895	1	33
179 on SP 287895	1	33
180 on SP 287895	1	33
181 on SP 287895	1	33
182 on SP 287895	1	33
183 on SP 287895	1	33
184 on SP 287895	1	33
185 on SP 287895	1	33

"NORTH LAKES VIEWS" CTS No. 42279

186 on SP 287895	1	33
187 on SP 287895	1	33
188 on SP 287895	1	33
189 on SP 287895	1	33
190 on SP 287895	1	33
191 on SP 287895	1	33
192 on SP 287895	1	33
193 on SP 287895	1	33
194 on SP 287895	1	33
195 on SP 287895	1	33
196 on SP 287895	1	33
197 on SP 287895	1	33
198 on SP 287895	1	33
199 on SP 287895	1	33
200 on SP 287895	1	33
TOTALS	200	6276

In accordance with Section 66 (1)(db) of *Body Corporate and Community Management Act* other than as described in Schedule B paragraph 7, the Contribution Schedule Lot Entitlements have been decided using the *Equality principle*.

In accordance with Section 66 (1)(dc) of *Body Corporate and Community Management Act* the Interest Schedule Lot Entitlements have been decided using the *Market Value principle* and they reflect the respective market values of the lots

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Section 66 (1)(f) & (g) of *Body Corporate and Community Management Act* do not apply - There is to be no further development of the scheme land.

SCHEDULE C	BY-LAWS
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"NORTH LAKES VIEWS" COMMUNITY TITLES PLAN NO 42279

Noise

- The 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.

Vehicles

- The occupier of a lot must not, without the body corporate's written approval:
 - park a vehicle or allow a vehicle to stand, on the common property; or
 - permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property
 - An approval under subsection (1) must state the period for which it is given.
 - However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

Obstruction

- The occupier of a lot must not obstruct the lawful use of the common property by someone else.

Damage to lawns etc.

- The occupier of a lot must not, without the body corporate's written approval:

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- (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
 - (b) use a part of the common property as a garden.
- (2) An approval under subsection (1) must state the period for which it is given.
- (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

Damage to common property

- 5.
 - (1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
 - (2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
 - (3) The owner of a lot must keep a device installed under subsection (2) in good order and repairs.
 - (4) The owner of the subject site shall ensure that the landscaping (established by the developer in accordance with the approved Landscape Establishment and Maintenance Plan) is maintained in good order to ensure healthy and vigorous plant growth that satisfies the objectives of the Landscape Establishment and Maintenance Plan.
 - (5) The Body Corporate is to maintain the landscaping in a healthy state at all times. Failed vegetation shall be replaced immediately.

Leaving of rubbish etc. on the common property

- 6. The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the peaceful enjoyment of another lot or the common property.

Appearance of lot

- 7.
 - (1) The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
 - (2) The occupier of a lot must not, without the body corporate's written approval:
 - (a) hang washing, bedding or other cloth article if the article is visible from another lot or the common property, or from outside the scheme land;
 - (b) or display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

Storage of flammable liquids

- 8.
 - (1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.
 - (2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
 - (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.

Garbage disposal

- 9.
 - (1) All rubbish shall be stored, collected, and disposed of and/or recycled to the satisfaction of the local government.

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- (2) The occupier of a lot must:
 - (a) comply with all local government local laws about disposal of garbage; and
 - (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.
- (3) Nominated Bin wash areas shall not be used as bin storage areas.
- (4) All bins are to be stored in the nominated storage areas and shall not be left on the kerb of any internal and/or external roadway for extended periods after waste collection has occurred.

Keeping of animals

- 10. (1) Subject to section 181 of the Act, the occupier of a lot must not, without the body corporate's written approval:
 - (a) bring or keep an animal on the lot or the common property; or
 - (b) permit an invitee to bring or keep an animal on the lot or the common property.
- (2) The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.

Other common property

- 11. (1) The pathways, drives and other common property shall not be obstructed by any owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of a owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. The occupier of a lot shall not:
 - (a) permit any invitees' vehicles, boats or jet skis to be parked on the driveway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the common property, and shall use such area only for its intended purpose of casual parking;
 - (b) permit major mechanical work of any nature to be carried out on any vehicle in the driveway;
 - (c) permit the riding of skateboards, roller blades, skates, carts or any other similar means of transport on or over the common property, in driveways or on footpaths.
- (2) Notwithstanding by laws 2.1(a) and 11(1), where applicable and available, the owners or occupiers of townhouse lots can park one car on that part of the common property in front of their garage door as is a driveway.
- (3) The visitor car spaces are to be available and permitted for use at all times.

Correspondence

- 12. All complaints or applications to the body corporate or its Committee shall be addressed in writing to the secretary or the body corporate manager of the body corporate.

Right of Entry

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

Display Unit

- 14. While RAIN TREE GLEN PTY LTD ACN 107 036 135 remains the owners of any lot, it and its officers, servants and/or agents shall be entitled to use any lot of which they remain owners as a display lot and shall be entitled to allow prospective purchasers to inspect any such lot and for such purposes shall be entitled to use such signs advertising or display material in or about the lot and common property as it thinks fit, such signs shall be attractive and tasteful having regard to the general appearance of the development, and shall not at any time, and from time to time, be more in terms of number and size than is reasonably necessary.

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Use of Lots

- 15.1 Subject to by law 15.2, the owner or occupier of a lot shall not use that lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the parcel.
- 15.2 Provided the owner of proposed lot 117 (in stage 2) ("the Caretaker's Lot") has the written approval of the Body Corporate and any necessary governmental or semi-governmental consents, then the Caretaker's Lot may be used both for residential purposes and for the purpose of management of the Development and letting of Lots on behalf of the Owners and for the rendering of services to the occupants of Lots. The Owners or Occupiers of the Caretaker's Lot may without the consent of the Committee display signs or notices for the purpose of offering for lease or for the letting of any Lot and the provision of services to occupants of Lots.
- 15.3 Pending completion of construction of the Proposed Caretaker's Lot, the Caretaker may be entitled to occupy and reside in any lot within the first stage of the development that is acquired by, or made available for the caretaker.
- 15.4 Insofar as It is lawful to do so, the Body Corporate must:
- (1) not unreasonably or unlawfully interfere with any services provided by the Caretaker
 - (2) not grant or authorise any other person or corporation to conduct any services provided by the Caretaker or any business of a similar nature on or from the Common Property and nor shall the Body Corporate conduct any such business itself whether directly or indirectly;
 - (3) not make any part of the Common Property available to any person or corporation for the purpose of conducting any such business or any business of a similar nature;
 - (4) use all reasonable endeavours to effect a termination of a competing business or service, in the event that a person or corporation other than the Caretaker attempts to use any part of the Common Property for the purpose of conducting a business or service in competition with the business of or services provided by the Caretaker; and
 - (5) permit or authorise the Caretaker to display signs or notices on the Common Property in connection with the business or services provided by the Caretaker.

Radios

16. The owner or occupier of a lot shall not operate or permit to be operated upon the parcel any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the common property or in any other lot.

Infectious Disease

17. In the event of any infectious disease which may require notification by virtue of any Statute Regulation or Ordinance happening in any lot the owner or occupier of such lot shall given written notice thereof and any other information which may be required relative thereto the Committee and shall pay to the Committee the expenses incurred by the Committee of disinfecting the lot and any part of the common property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

Maintenance of Lots

18. (1) Each owner shall be responsible for the maintenance of his lot and shall ensure that his lot is so kept and maintained as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise.
- (2) An owner or occupier of a lot shall ensure that his car space is kept neat and tidy and that the appearance of the car space does not detract from the appearance of the complex.

Water closets

19. The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or other rubbish or other unsuitable substance shall be deposited therein. Any damaged or blockage resulting to such water closets

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conveniences water apparatus waste pipes and drains from misuse or negligence shall be borne by the owner whether the same is caused by his own actions or those of his servants agents licensees or invitees.

Replacement of Glass

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

Copy of by-laws

21. Where any lot or common property is leased or rented, otherwise than to a owner of a lot, the lessor or, as the case may be, landlord shall produce or cause to be produced to the lessee or tenant for his inspection a copy of the by-laws for the time being in force in respect of the plan.

Behaviour of Invitees

22. (1) An owner or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- (2) The owner or occupier of a lot shall be liable to compensate the body corporate in respect of all damage to the common property or personal property vested in it caused by such owner or occupier or their invitees.
- (3) The owner of a lot which is the subject of a lease or license agreement shall take all reasonable steps, including any action available to him under any such lease or license agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws,
- (4) The duties and obligations imposed by these By-laws on a owner or occupier of a lot shall be observed not only by the owner or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such owner or occupier.
- (5) Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these By-laws by any owner or occupier of a lot or the guests, servants, employees, agents, children, invitees, or licensees of the owner or occupier of a lot or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

Debt Recovery

23. (1) The owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including Solicitor and own client costs) such amount to be deemed a liquidated debt incurred in:
- (a) recovering levies or monies duly levied upon that owner by the Body Corporate or otherwise payable to the Body Corporate pursuant to the Body Corporate & Community Management Act 1997 or pursuant to the By-laws of the Body Corporate;
- (b) all proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the owner or the lessee or occupier of the owner's lot, including but not limited to, applications for an Order by the Referee, appeals to the Tribunal and Appeals to the Court.
- (2) In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may:
- (a) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and may
- (b) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's lot failing which the purchaser of such lot shall be liable to the Body Corporate for the payment of same.

Notice of accident or defect

"NORTH LAKES VIEWS" CTS No. 42279

24. A owner or occupier of a lot shall as soon a practicable after becoming aware of any defect in the common property or in any personal property vested in the Body Corporate or of any accident associated therewith given notice to the Secretary or to the Body Corporate Manager of the Body Corporate.

Notices

25. A owner or occupier of a lot his servants agents licensees and invitees shall observe the terms of any notice displayed in the common area by authority of the of the Body Corporate or of any statutory authority.

Submission of Motions

26. That the Committee of the Body Corporate be empowered to submit motions to general meetings of the Body Corporate.

Rainwater Management Plan

27. The Body Corporate shall ensure the following Rainwater Tank Management Plan is implemented:

RAINWATER SYSTEM INSPECTION	Frequency
Roof catchment — roof and flashings checked for defects and repairs, overhanging branches removed.	6 months
Gutter and Downpipes — Clean gutters, removing leaves and debris.	3 months
Clean leaf guards on rainheads. Check mosquito screens in rainheads.	Oct—March monthly & April—Sept quarterly
First flush device — remove rubbish collected in device, check where first flush drain is discharging. Is drain causing a nuisance, erosion?	3 months
Rainwater tank overflow — Where is overflow discharging. Is it causing a nuisance—erosion? Check mosquito screen on tank overflow outlet. If tank overflow leaking in dry weather check trickle top up valve for failure.	Oct—March monthly & April—Sept quarterly
If stormwater drainage is wet system, drain stagnate water from access relief point.	6 months
TANK INSPECTION	
Rainwater tank inspection — check for defects, cracks, mosquito proof screens adequate, openings have close fitting lids.	6 months
Check for signs of mosquitoes and larvae.	6 months
Rainwater tank support — if on stand or concrete slab structural integrity of support.	1 year
Check level of sediment in the tank. Use battery torch shine through tank access hole for inspection, regular monitoring of the water quality — colour, signs of sediments. (Commercial contractors — tank vacuum cleaners available)	2 years
WATER SUPPLY INSPECTION	
Check tank water quality — must be clear, no taste or smell. If unsure of quality, arrange for water quality test at Councils Laboratory.	6 months
Check rainwater taps have correct signage installed.	6 months
If water filters installed — regular cleaning and replacement is required.	As per manufacturers req.

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PUMP INSPECTION	
Pump noise check — if excessive this may indicate bearing failure or rubbing of internal components, contact pump manufacturer or service person to service.	6 months
Pump acoustic enclosure is adequate.	6 months
Pump pressure cell — air pressure is checked (refer pump manufacturers specifications).	6 months
Pump leaks — check for water around pump, if leaking this will or rubbing of internal components, contact pump manufacturer or service person to service.	6 months

There is no requirement for the installation of rainwater tanks in association with Units 123 to 200 inclusive.

Stormwater Quality Improvement Devices Maintenance Plan

28. The Body Corporate shall ensure the following Stormwater Quality Improvement Devices Maintenance Plan is implemented:

PURPOSE OF VISIT	FREQUENCY	J	A	S	O	N	D	J	F	M	A	M	J
Routine Inspection	6/year		X		X		X		X		X		X
Annual Inspection	1/year								X				
Routine Maintenance	3/year				X				X				X
Resetting Of System		As required											

THE ABOVE SCHEDULE IS A GUIDELINE ONLY. ROUTINE CLEAN OUT OF SEDIMENT SHOULD BE SCHEDULED BASED ON THE OUTCOME OF ROUTINE INSPECTION.

INSPECTION

1.0 Routine Inspection

- 1.1 Routine inspection should be carried out on a regular basis. The purpose of the inspection is to check weed invasion and to indicate when further maintenance of the bio-retention filter is required.
- 1.2 Inspection should include checking for sediment accumulation at inflow points, litter, erosion, traffic damage, vegetation condition and evidence of ponding.
- 1.3 Maintenance Form should be completed and kept on record.

2.0 Annual Inspection

- 2.1 Once a year, the condition of the bio-retention filter should be closely inspected. Any damage or problems should be noted on the Maintenance Form for action by contractor.

ROUTINE MAINTENANCE

3.0 Purpose

- 3.1 Routine Maintenance of the bio-retention filter involves weed control and collection of litter and minor remedial works as required by inspection.

4.0 Weed Management

- 4.1 If weeds have been observed during routine inspection, these weeds should be removed for the bioretention filter.
- 4.2 The aim is to remove the weed including the roots when the weeds are less than three months, otherwise weed infestation occurs rapidly and is difficult to control.
- 4.3 Herbicides should not be used as they would contaminate the outflow.
- 4.4 Weeds should be disposed of offsite at an appropriate waste management facility.
- 4.5 Replant approved plant species, where necessary, in areas that have been extensively weeded.

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5.0 Litter Management

5.1 Remove and dispose of litter in and around the bio-retention filter.

6.0 Remedial Works

6.1 Routine inspection may detect minor damage to the wetland system after storms that should be repaired. This may include erosion at inlet or outlet of system. Any minor works required to maintain visual amenity of the filter area should also be carried out during routine maintenance.

RESETTING OF SYSTEM**7.0 Cleanout of Sediment**

7.1 Routine inspections may detect evidence of clogging of the filter medium, or of ponding. The filter medium will need to be replaced in order to ensure the efficient working of the bio-retention filter.

7.2 Once the filter medium (sandy loam) has been removed, check the integrity of the permeable geotextile lining, drainage layers and AG line. Replace each as necessary.

7.3 Replace filter medium with new material.

7.4 Remove all replaced material from site and dispose of appropriately.

7.5 The bio-retention filter should then be reset to its original condition, including replanting. The site should be left clean and tidy.

Exclusive Use**29. Courtyard**

The proprietor for the time being of the lot referred to in the first column of Schedule E hereto shall be entitled to the exclusive use and enjoyment of that part of the common property marked with the letter referred to in the second column of Schedule E as shown on the plan annexed hereto and marked "Plan of exclusive use areas in common property on SP 243130" or "Plan of exclusive use areas in common property on SP 262128" or "Plan of exclusive use areas within the common property of "North Lakes Views" CTS 42279" for identification on the following conditions:

- (i) The owner shall not construct any structure in his courtyard without obtaining the consent of the body corporate;
- (ii) The owner is responsible for the expense of keeping his courtyard in a clean and tidy condition and, failing that, the body corporate may do so at the owner's expense;
- (iii) The owner must allow the body corporate access to the courtyard to enable inspection and maintenance if necessary.

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

Pursuant to Section 66(1)(d)(iii) of the *Body Corporate and Community Management Act 1997*, each of the following lots and common property is subject to and has the benefit of the following easements:

LOTS ON PLAN OR COMMON PROPERTY	STATUTORY EASEMENT	SERVICE LOCATION DIAGRAM AND SERVICE EASEMENTS
Common Property of "NORTH LAKES VIEWS" CTS 42279	Electrical, Sewerage, Water, Telstra, Stormwater, Fire Service, Support, Shelter & Projection	Services Location Diagram SP 243130 dated 23.11.2010 (6 pages) and Services Location Diagram SP 262128 dated 1.7.2013 (3 pages) Services Location Diagram SP 287895 to be supplied (6 pages)
All lots in the scheme as shown in Schedule A (and all proposed lots as shown in Schedule B)	Support, Water, Electricity, Gas, Computer Data and Television, Telephone Service, Sewer, Drainage, Shelter, Projections and	N/A

"NORTH LAKES VIEWS" CTS No. 42279

Maintenance.

Services Location Diagram - Attached as Services Location Diagram SP 243130, SP 262128 and SP 287895

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

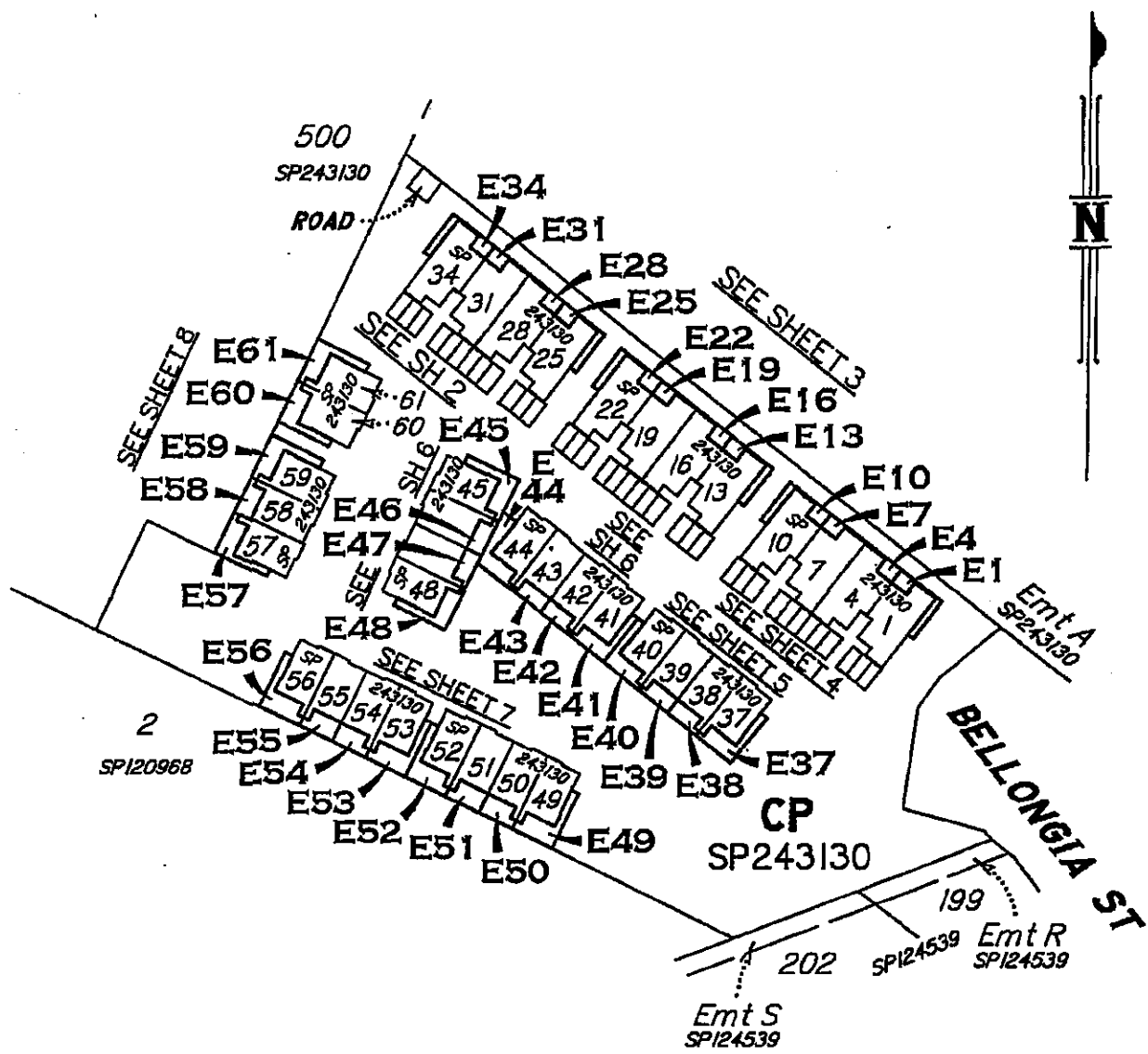
LOT DESCRIPTION	AREA ALLOCATED
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Lot 4 SP 243130	Area E4 on Plan of exclusive use areas in common property on SP 243130
Lot 7 SP 243130	Area E7 on Plan of exclusive use areas in common property on SP 243130
Lot 10 SP 243130	Area E10 on Plan of exclusive use areas in common property on SP 243130
Lot 13 SP 243130	Area E13 on Plan of exclusive use areas in common property on SP 243130
Lot 16 SP 243130	Area E16 on Plan of exclusive use areas in common property on SP 243130
Lot 19 SP 243130	Area E19 on Plan of exclusive use areas in common property on SP 243130
Lot 22 SP 243130	Area E22 on Plan of exclusive use areas in common property on SP 243130
Lot 25 SP 243130	Area E25 on Plan of exclusive use areas in common property on SP 243130
Lot 28 SP 243130	Area E28 on Plan of exclusive use areas in common property on SP 243130
Lot 31 SP 243130	Area E31 on Plan of exclusive use areas in common property on SP 243130
Lot 34 SP 243130	Area E34 on Plan of exclusive use areas in common property on SP 243130
Lot 37 SP 243130	Area E37 on Plan of exclusive use areas in common property on SP 243130
Lot 38 SP 243130	Area E38 on Plan of exclusive use areas in common property on SP 243130
Lot 39 SP 243130	Area E39 on Plan of exclusive use areas in common property on SP 243130
Lot 40 SP 243130	Area E40 on Plan of exclusive use areas in common property on SP 243130
Lot 41 SP 243130	Area E41 on Plan of exclusive use areas in common property on SP 243130
Lot 42 SP 243130	Area E42 on Plan of exclusive use areas in common property on SP 243130
Lot 43 SP 243130	Area E43 on Plan of exclusive use areas in common property on SP 243130
Lot 44 SP 243130	Area E44 on Plan of exclusive use areas in common property on SP 243130
Lot 45 SP 243130	Area E45 on Plan of exclusive use areas in common property on SP 243130
Lot 46 SP 243130	Area E46 on Plan of exclusive use areas in common property on SP 243130
Lot 47 SP 243130	Area E47 on Plan of exclusive use areas in common property on SP 243130
Lot 48 SP 243130	Area E48 on Plan of exclusive use areas in common property on SP 243130
Lot 49 SP 243130	Area E49 on Plan of exclusive use areas in common property on SP 243130
Lot 50 SP 243130	Area E50 on Plan of exclusive use areas in common property on SP 243130
Lot 51 SP 243130	Area E51 on Plan of exclusive use areas in common property on SP 243130
Lot 52 SP 243130	Area E52 on Plan of exclusive use areas in common property on SP 243130
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Lot 62 SP 262128	Area E62 on Plan of exclusive use areas in common property on SP 262128
Lot 63 SP 262128	Area E63 on Plan of exclusive use areas in common property on SP 262128
Lot 64 SP 262128	Area E64 on Plan of exclusive use areas in common property on SP 262128
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Lot 66 SP 262128	Area E66 on Plan of exclusive use areas in common property on SP 262128
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"NORTH LAKES VIEWS" CTS No. 42279

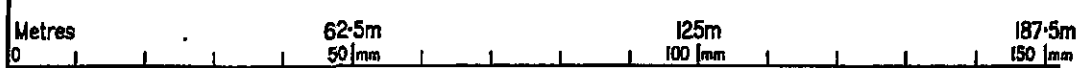
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"NORTH LAKES VIEWS" CTS No. 42279

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Lot 199 SP 287895	Area E199 on Plan of exclusive use areas within the common property of "North Lakes Views" CTS 42279
Lot 200 SP 287895	Area E200 on Plan of exclusive use areas within the common property of "North Lakes Views" CTS 42279



LEVEL A



WATTS VON SENDEN SURVEYING
 LICENSED CONSULTING SURVEYORS M.I.S.Aus
 LAND AND ENGINEERING SURVEYS
 PO BOX 4305
 LOGANHOLME D.C. QLD 4129
 PH 3806 1037
 FAX 3806 1045

SHEET 1 OF 8

PLAN OF EXCLUSIVE USE AREAS
E1, E4, E7, E10, E13, E16, E19, E22, E25, E28, E31,
E34 and E37 to E61 in Common Property on SP243130

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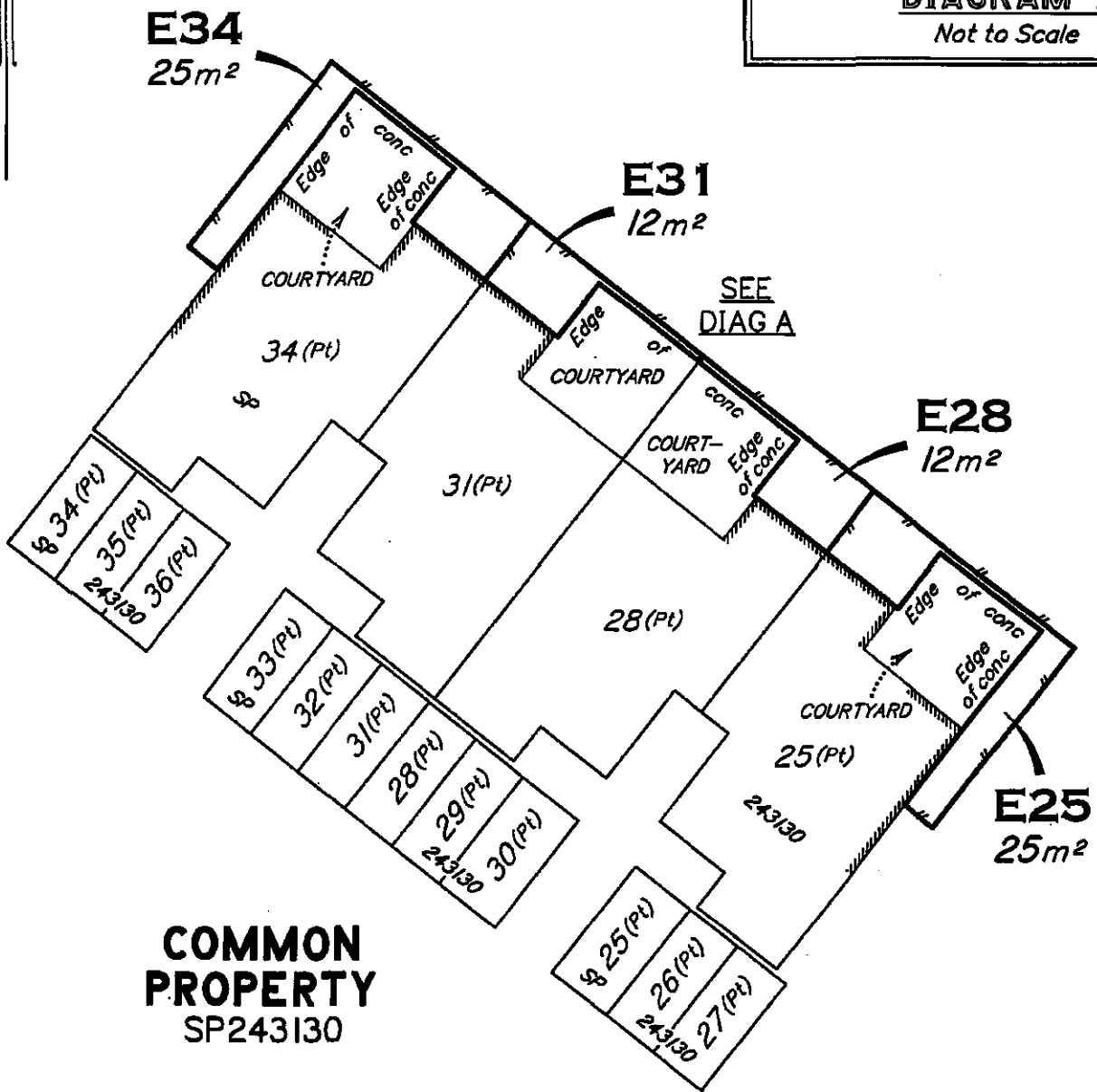
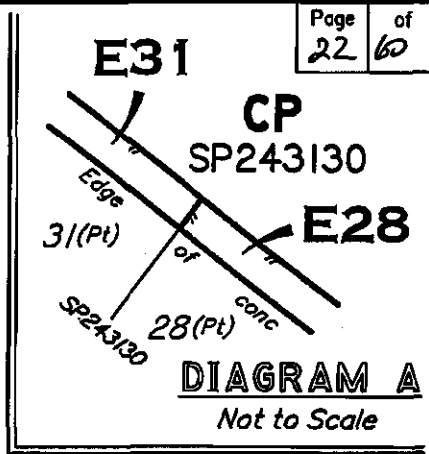
I hereby certify that the details on this sketch plan are correct.
[Signature] 25-11-2010
 Stephen Geoffrey WATTS Date
 (Cadastral Surveyor) 16204

PARISH: **REDCLIFFE** COUNTY: **Stanley** Ref: BD10541 10.11.2010

Locality: **MANGO HILL** Local Authority **MORETON BAY R.C.** CMS No

Meridian: SP167382 Title Ref: Map Ref: 9543-43332 CMS Name **NORTH LAKES VIEWS**

Plan Number
16204-E-01

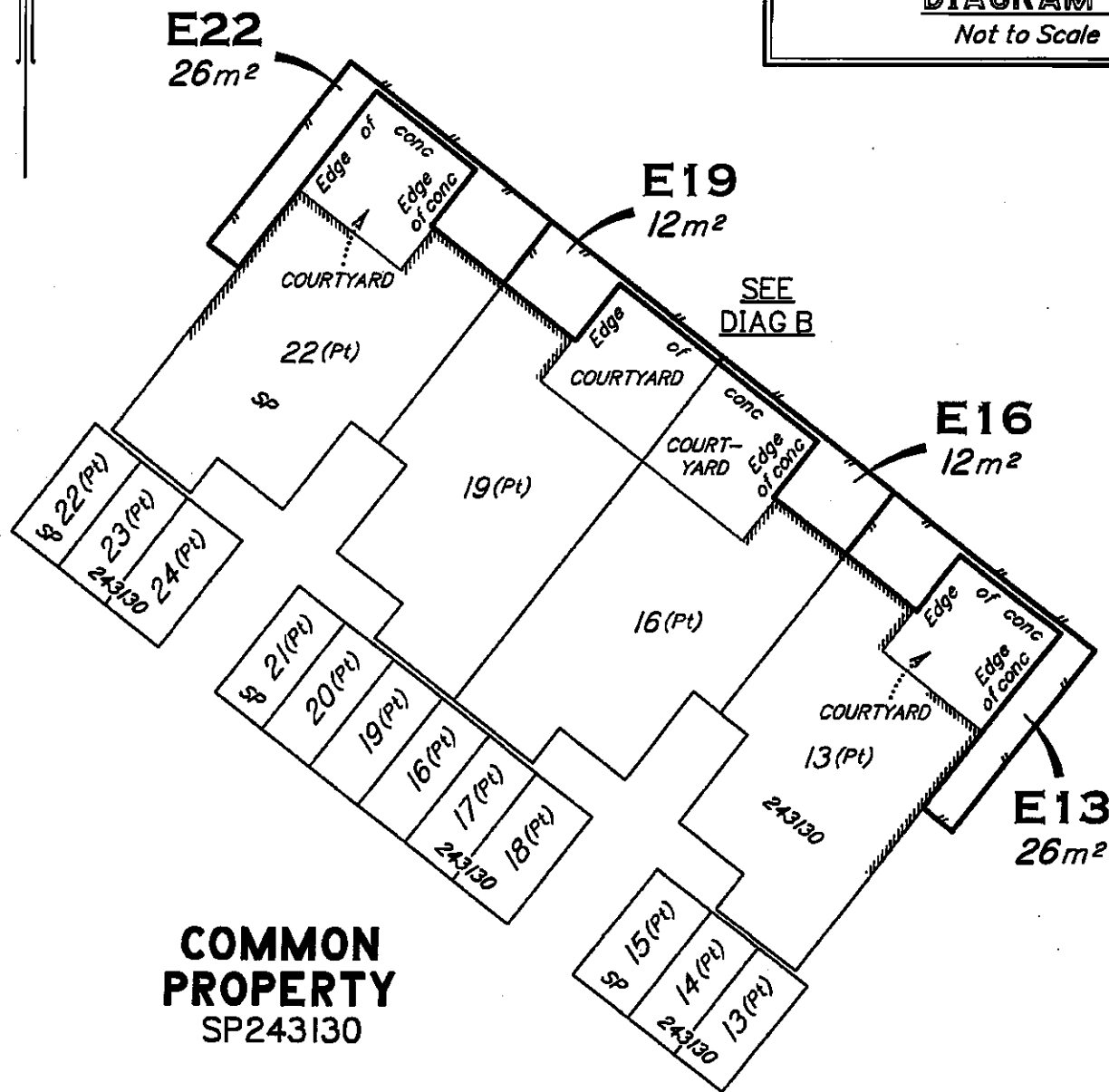
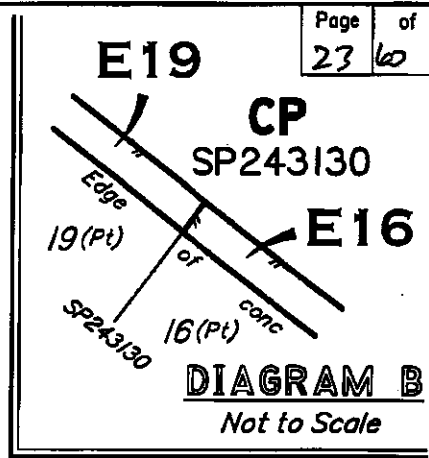


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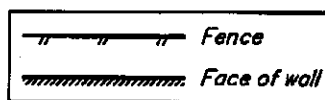


SHEET 2 OF 8

Plan Number
16204-E-01



**COMMON
PROPERTY**
SP243130



Scale 1:250

Metres
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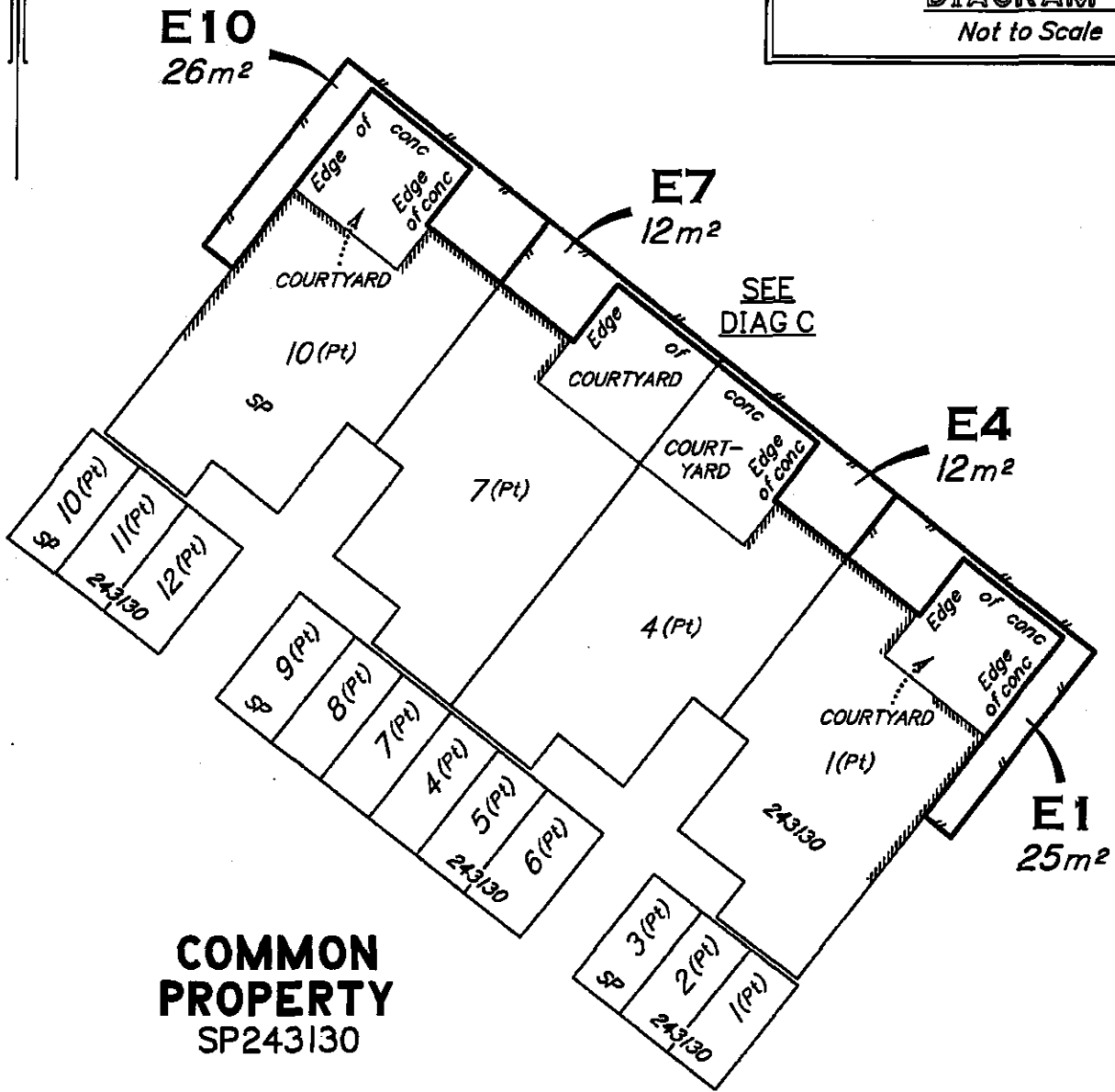
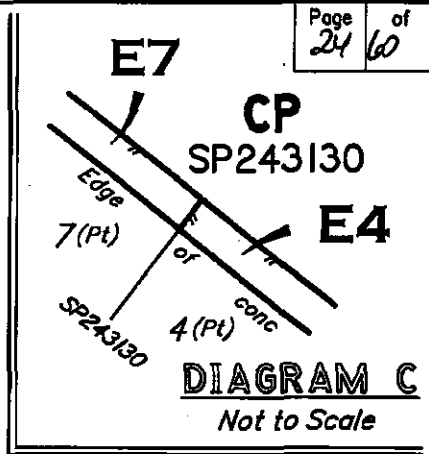
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50 mm

25m
100 mm

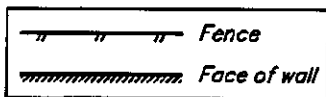
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150 mm

SHEET 3 OF 8

Plan Number
16204-E-01



**COMMON
PROPERTY**
SP243130



Scale 1:250

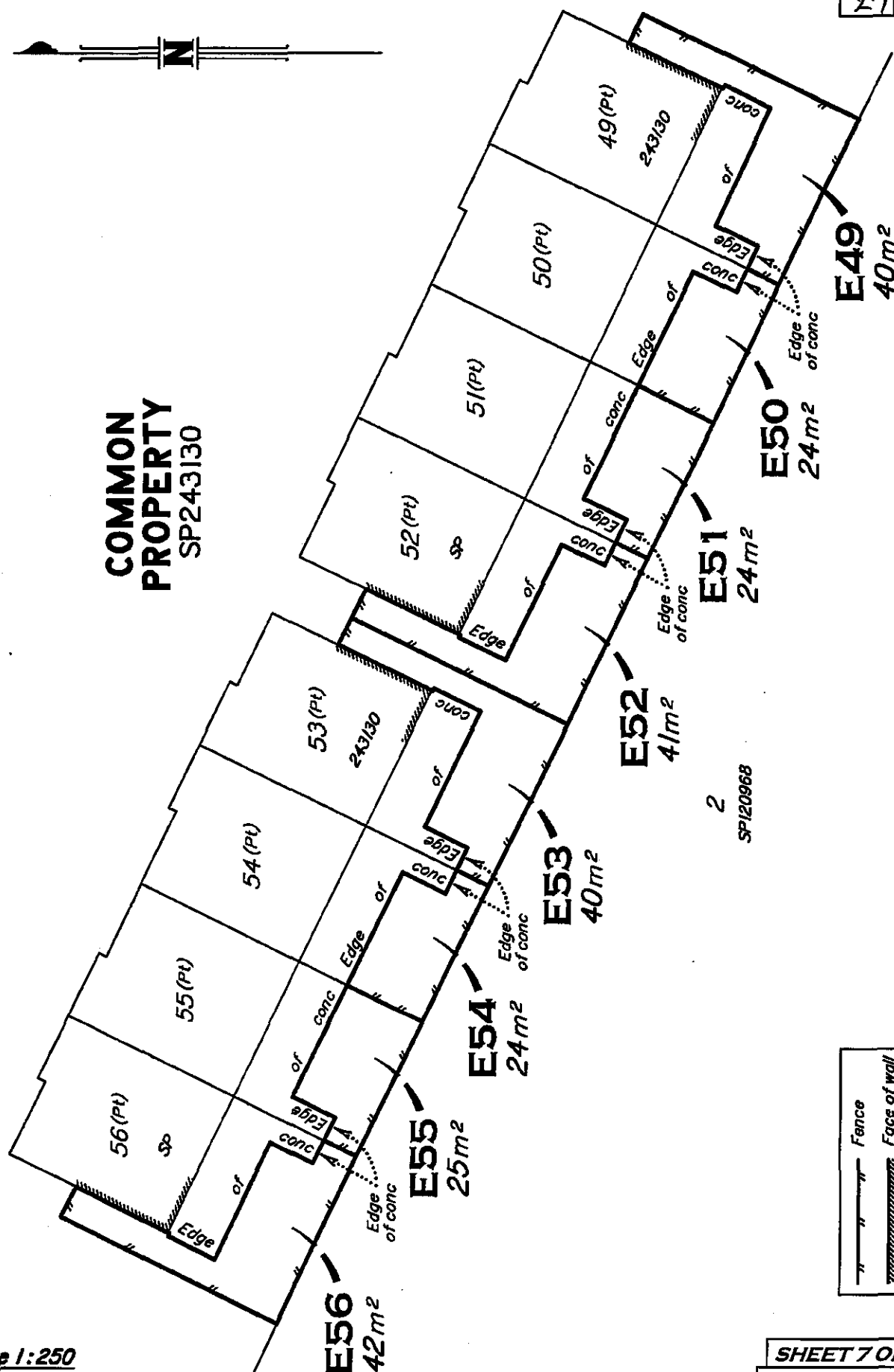


SHEET 4 OF 8

Plan Number
16204-E-01



**COMMON
PROPERTY**
SP243130



SP120968
2

Scale 1:250

Metres

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50 |mm

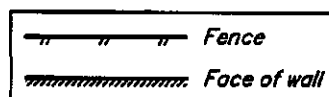
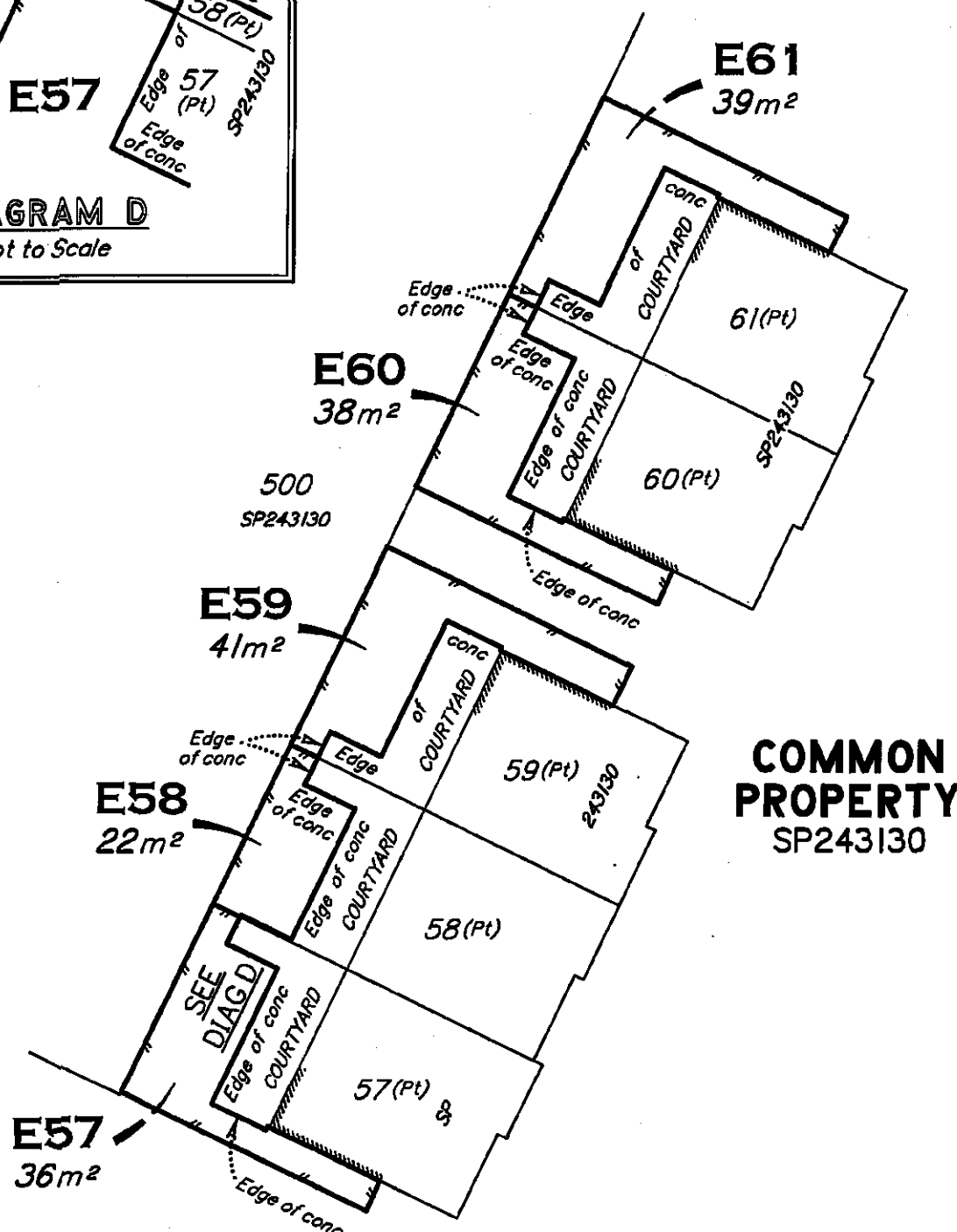
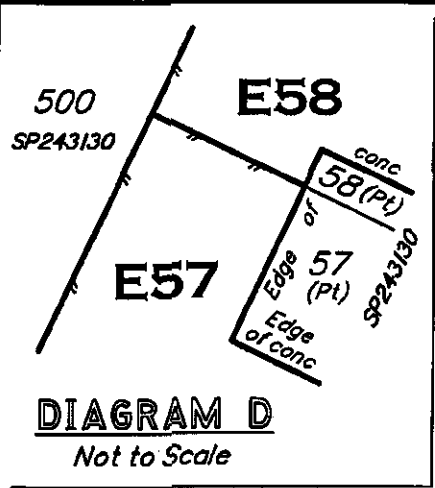
25m
00 |mm

37.5m
150 |mm

SHEET 7 OF 8

Plan Number

16204-E-01



Scale 1:250

Metres

12.5m
50 | mm

25m
100 |mm

37.5m
150 lpm

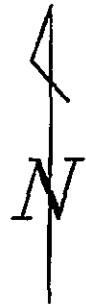
SHEET 8 OF 8

Plan Number

16204-E-01

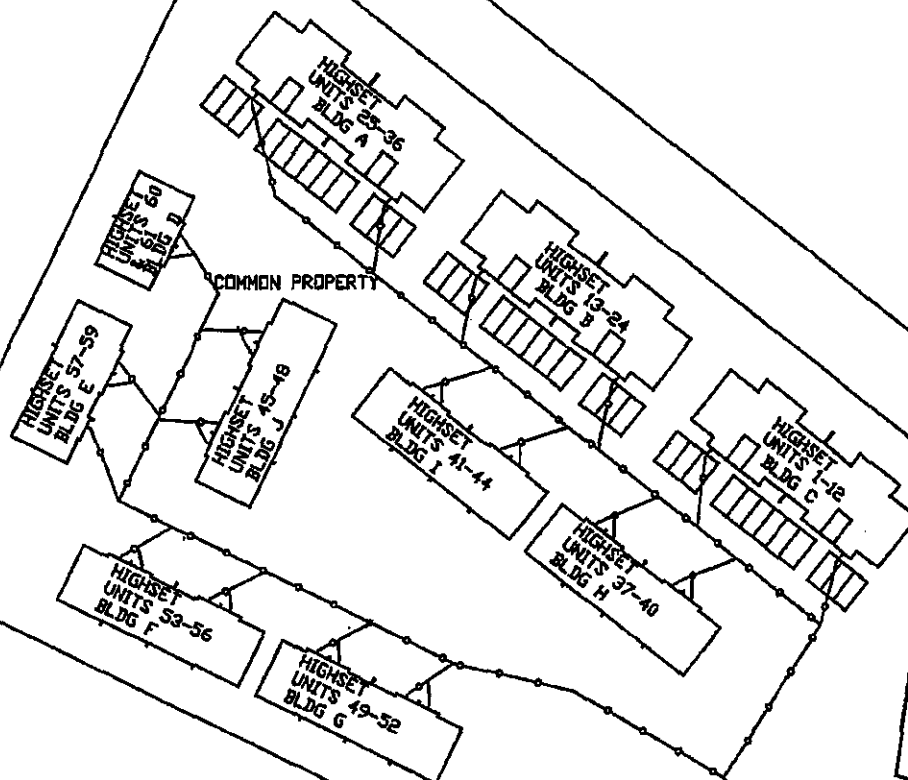
3
SP167382

SHEET 24 OF 60
CMS NORTH LAKES
VIEWS
CTS



2
SP195259

LOT 500



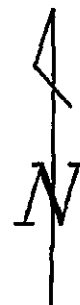
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ONLY SEWER RETICULATION
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DATE 23.11.2010

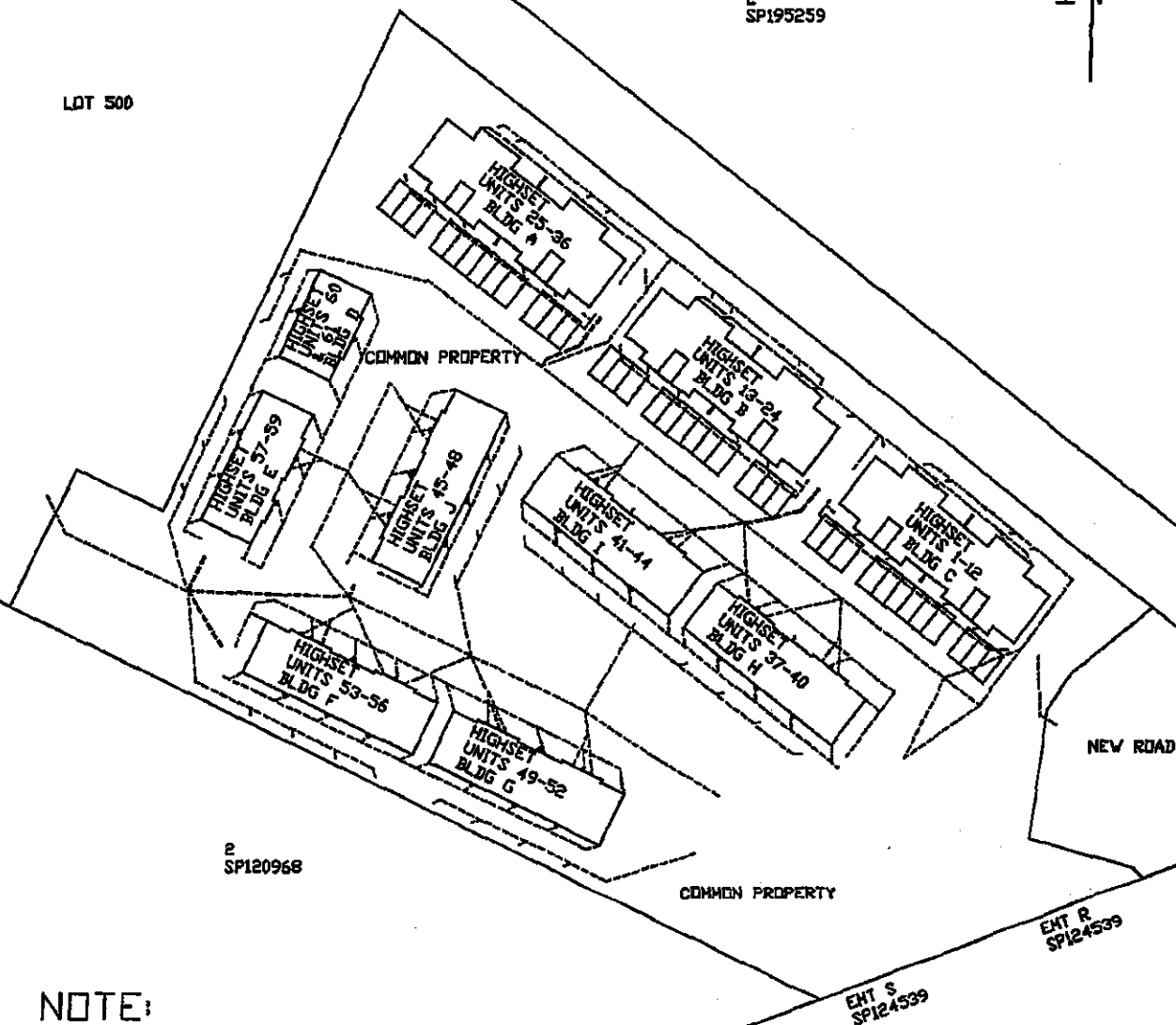
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SP167382

SHEET 30 OF 60
CMS: NORTH LAKES
VIEWS
CTS:

2
SP195259



LDT 500



NOTE:
ONLY ROOFWATER RETICULATION
SHOWN

SERVICES LOCATION DIAGRAM
SCALE 1: 250@A4
DATE 23.11.2010

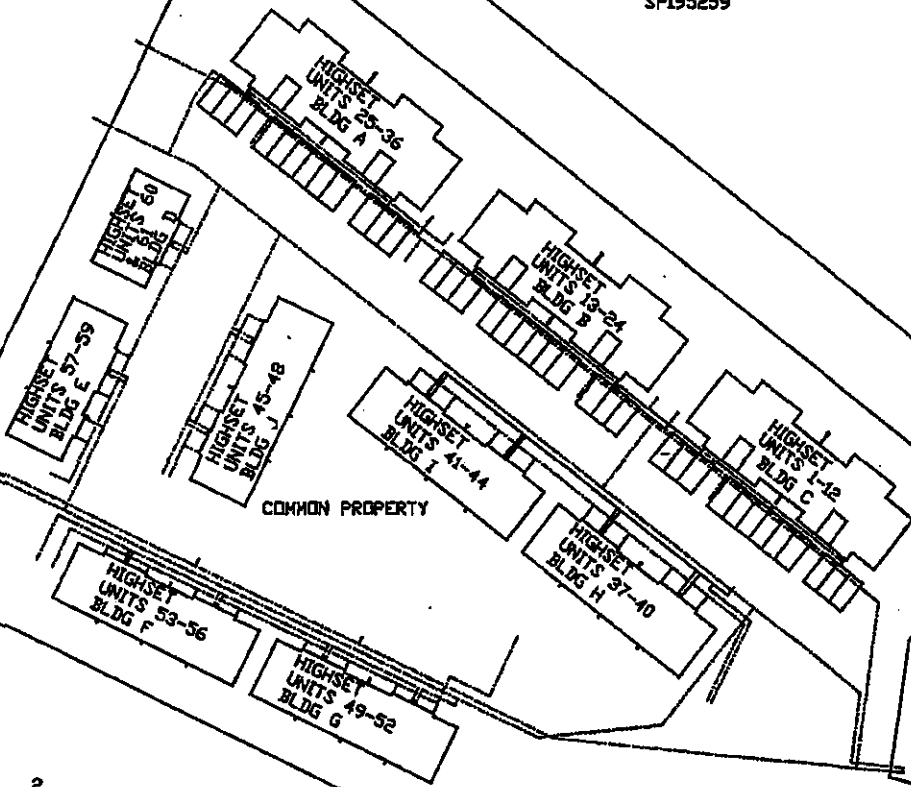
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SP167382

SHEET 31 OF 60
CMS NORTH LAKES
VIEWS
CTS



LOT 500

2
SP195259



2
SP120968

COMMON PROPERTY

NEW ROAD

EMT R
SP124539

EMT S
SP124539

NOTE:
ONLY WATER RETICULATION
SHOWN

SERVICES LOCATION DIAGRAM
SCALE 1: 250@A4
DATE 23.11.2010

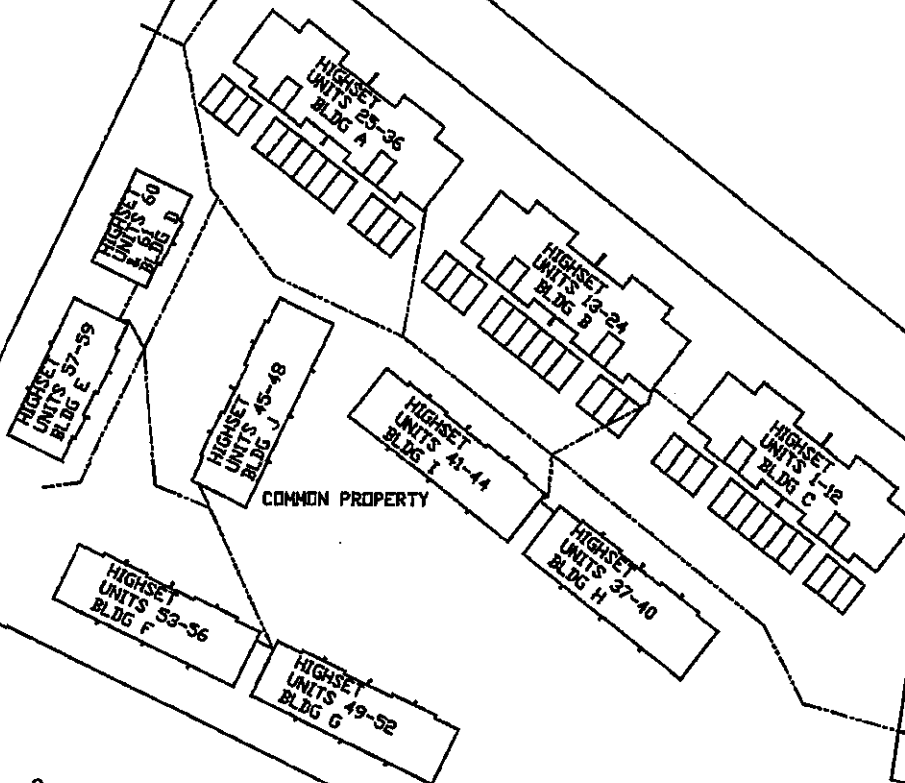
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SHEET 32 OF 60
CMS: NORTH LAKES
VIEWS
CTS:

2
SP195259



LOT 500



2
SP120968

COMMON PROPERTY

NEW ROAD

ENT R
SP124539

ENT S
SP124539

NOTE:
ONLY ELECTRICAL RETICULATION
SHOWN

SERVICES LOCATION DIAGRAM
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DATE 23.11.2010

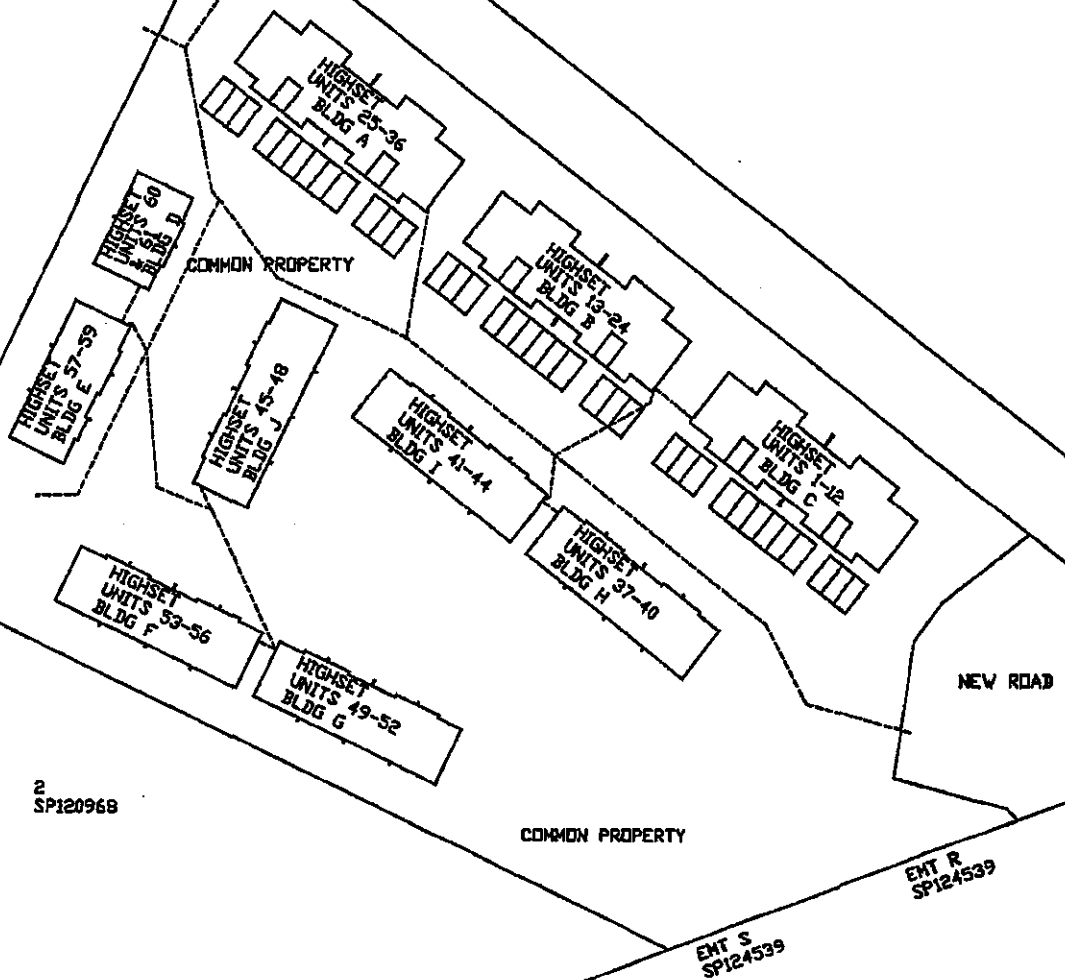
3
SP167382

SHEET 33 OF 60
CMS NORTH LAKES
VIEWS
CTS



LOT 500

2
SP195259



NOTE:
ONLY TELSTRA RETICULATION
SHOWN

SERVICES LOCATION DIAGRAM
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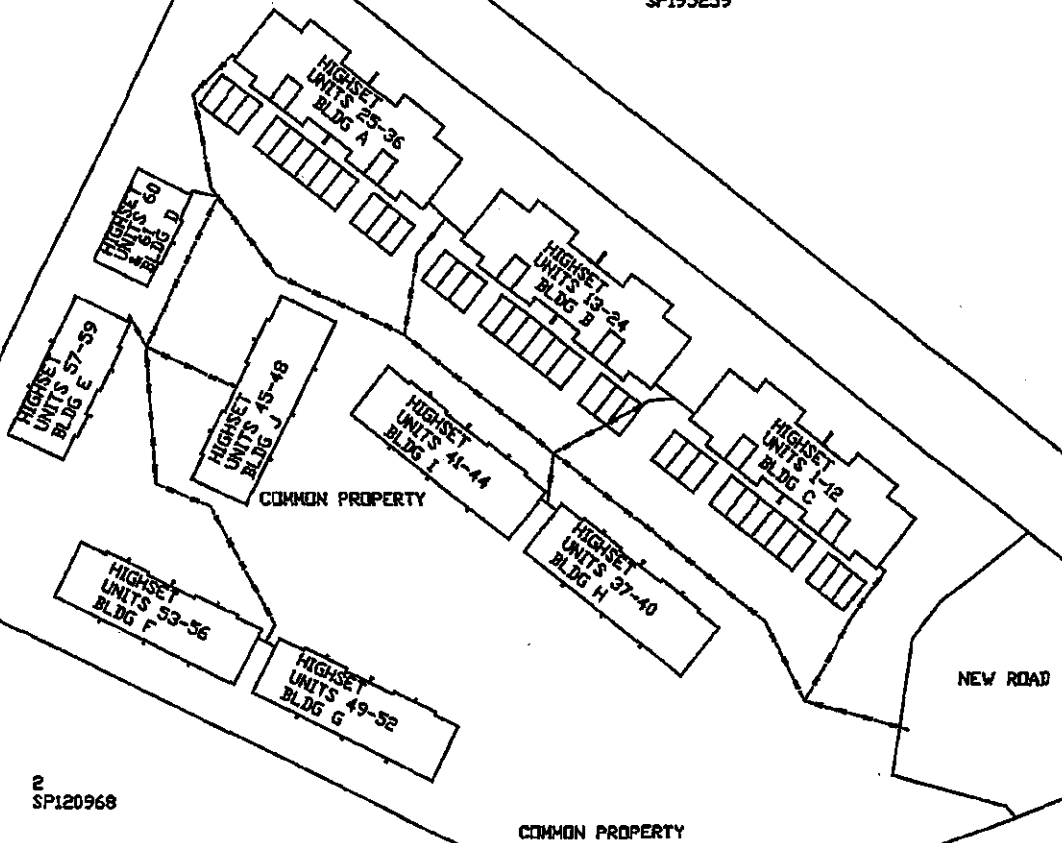
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SP167382

SHEET 34 OF 60
CMS: NORTH LAKES
VIEWS
CTS:



LOT 500

2
SP195259



2
SP120968

COMMON PROPERTY

NOTE:
ONLY GAS RETICULATION
SHOWN

SERVICES LOCATION DIAGRAM
SCALE 1: 250@A4
DATE 23.11.2010

ENT S
SP124539

ENT R
SP124539

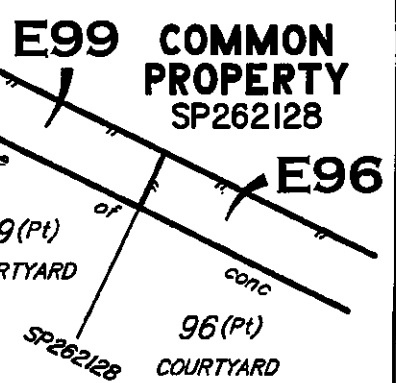


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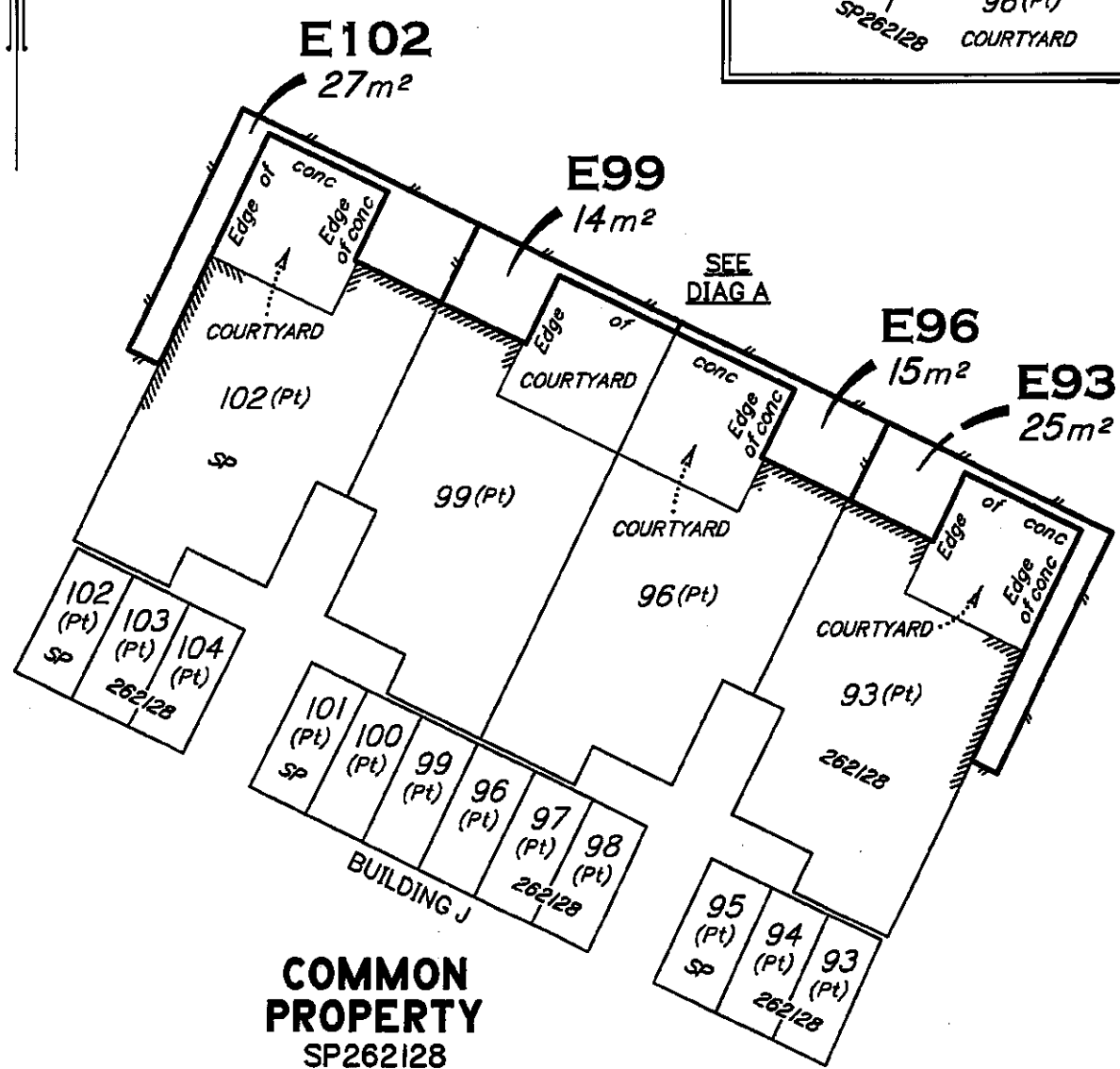
BD13127

DIAGRAM A

Not to Scale

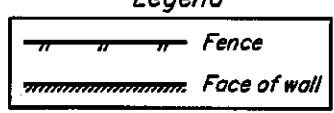


LEVEL A



SEE DIAG A

Legend



Scale 1:250



SHEET 2 OF 9

Plan Number 20202-E-01

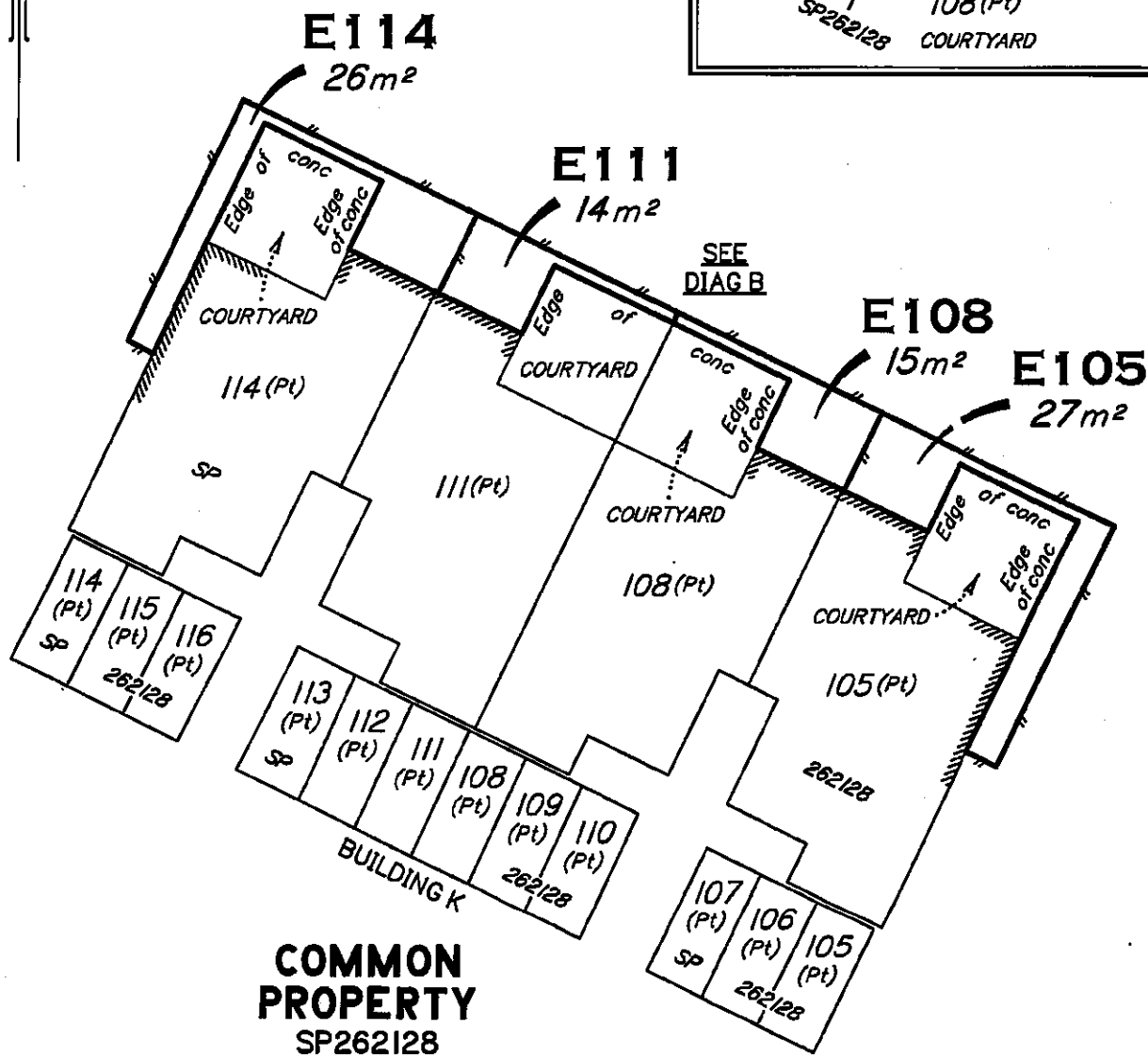
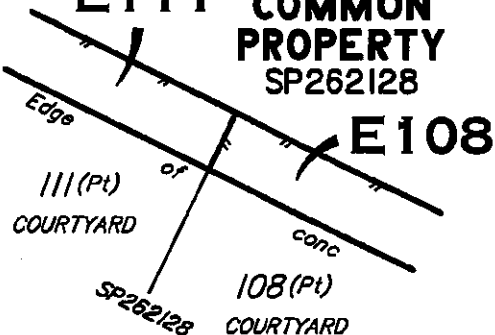
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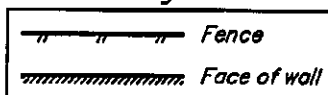
DIAGRAM B

Not to Scale

E111 COMMON PROPERTY
SP262128



Legend



Scale 1:250

Metres

12.5m
50 mm

25m
100 mm

37.5m
150 mm

SHEET 3 OF 9

Plan Number

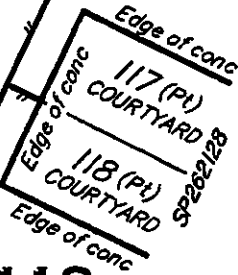
20202-E-01

DIAGRAM C

Not to Scale

600
SP262128

E117



E118
COMMON
PROPERTY
SP262128

LEVEL A

E117

17m²

SEE
DIAG C

E118

22m²

E119

22m²

E120

36m²

E121

37m²

SEE
DIAG D

E122

38m²

600
SP262128



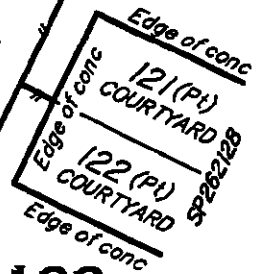
COMMON
PROPERTY
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DIAGRAM D

Not to Scale

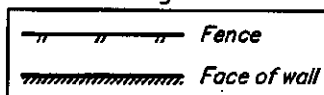
600
SP262128

E121



E122
COMMON
PROPERTY
SP262128

Legend



Scale 1:250

Metres

0

12.5m
50 mm

25m
100 mm

37.5m
150 mm

SHEET 4 OF 9

Plan Number

20202-E-01

LEVEL A

Scale 1:250

Metres

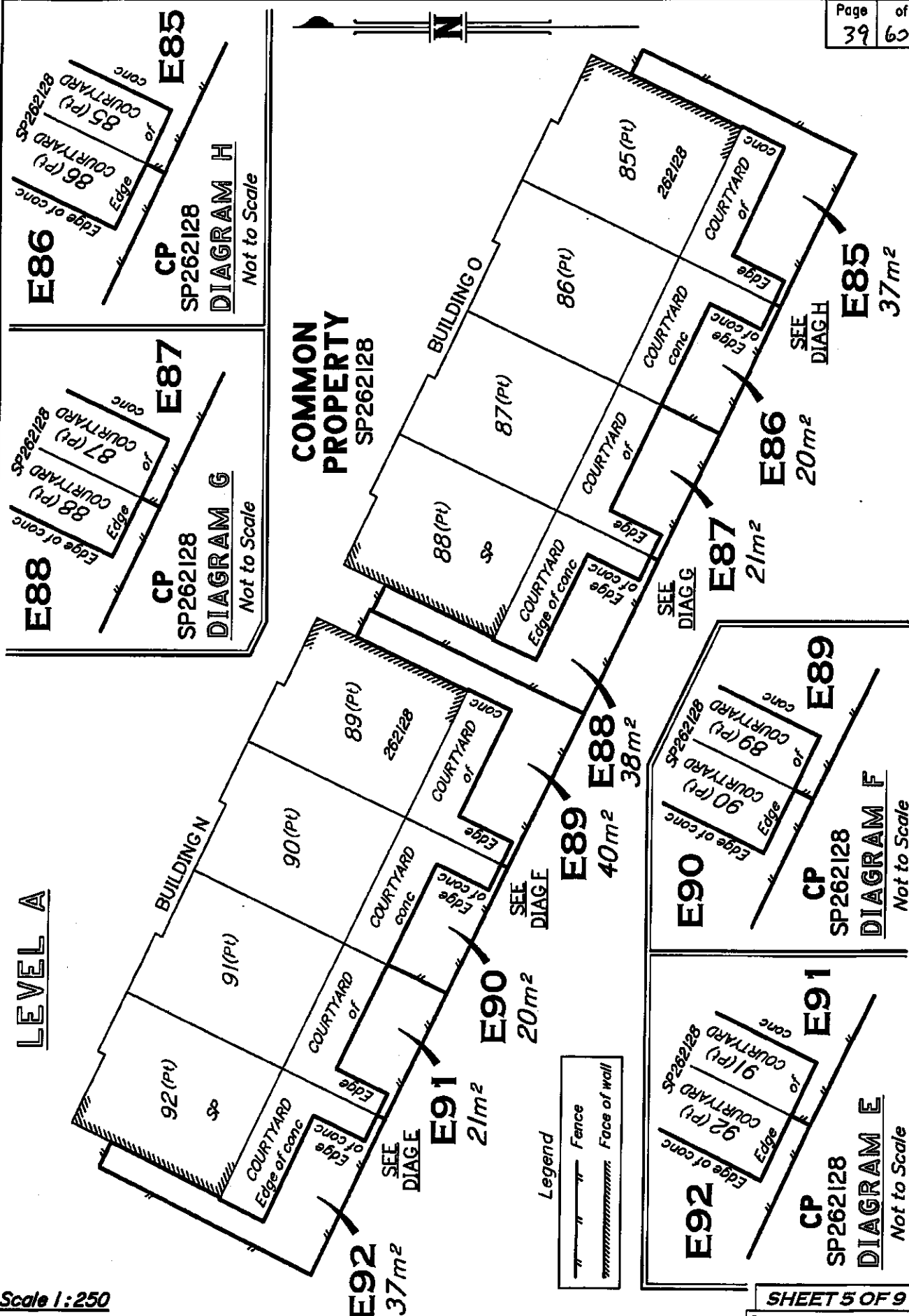
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50mm

25m
100mm

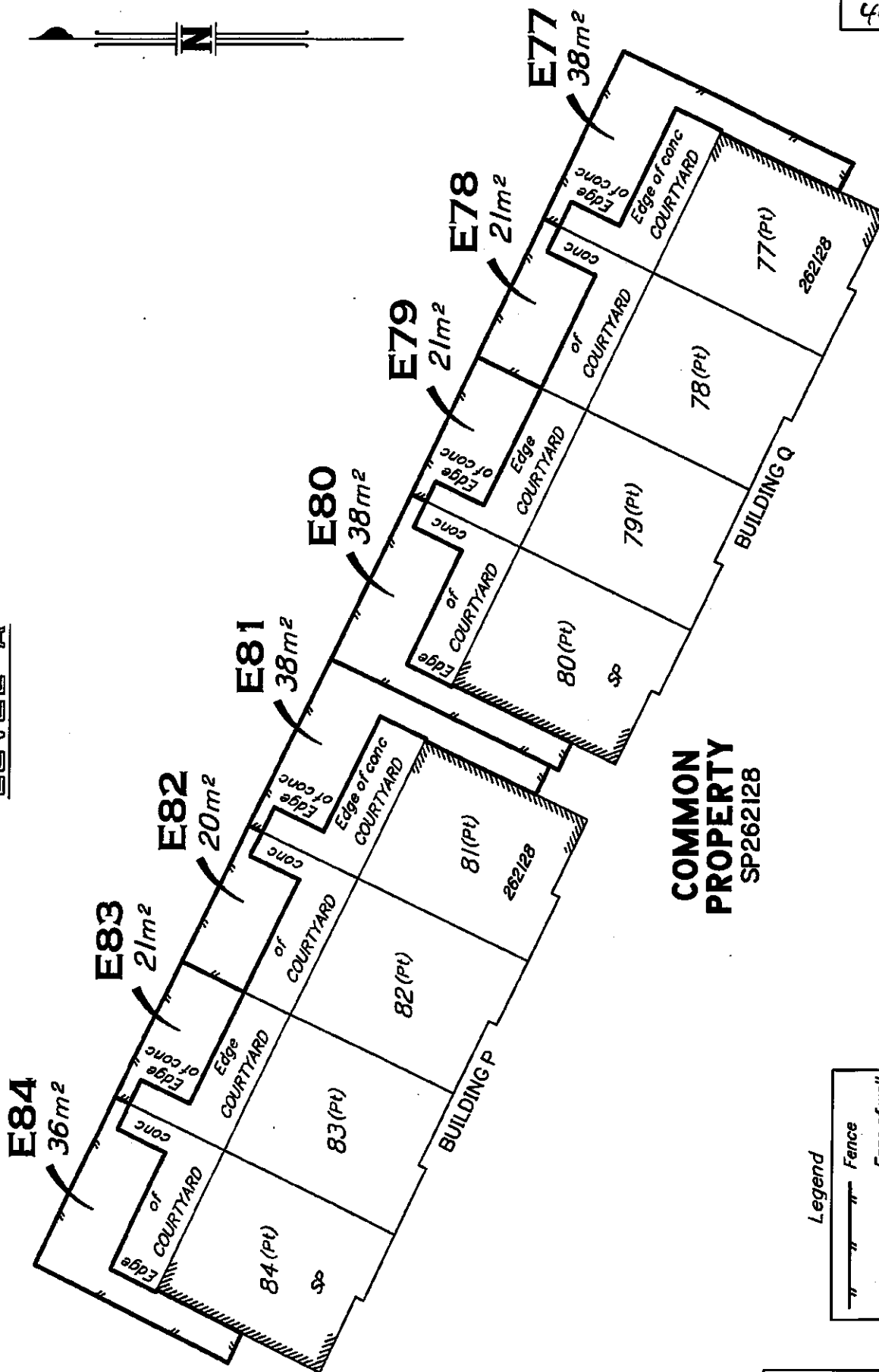
37.5m
150mm

SHEET 5 OF 9

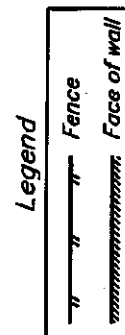
Plan Number
20202-E-01



LEVEL A



**COMMON
PROPERTY**
SP262128



Scale 1:250

Metres

12.5m
50mm

25m
100mm

37.5m
150mm

SHEET 6 OF 9

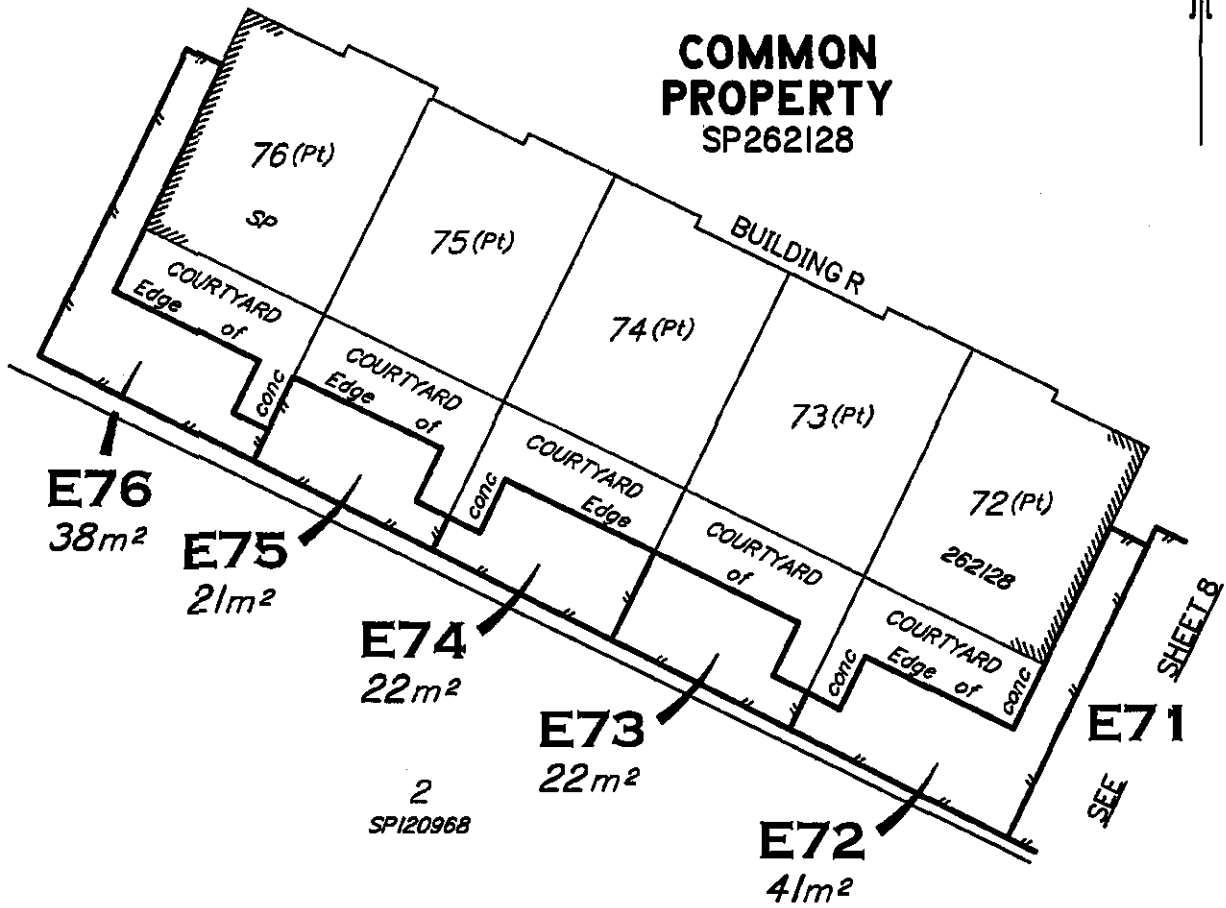
Plan Number

20202-E-01

LEVEL A



**COMMON
PROPERTY**
SP262128



Legend

— — — — —	Fence
	Face of wall

Scale 1:250



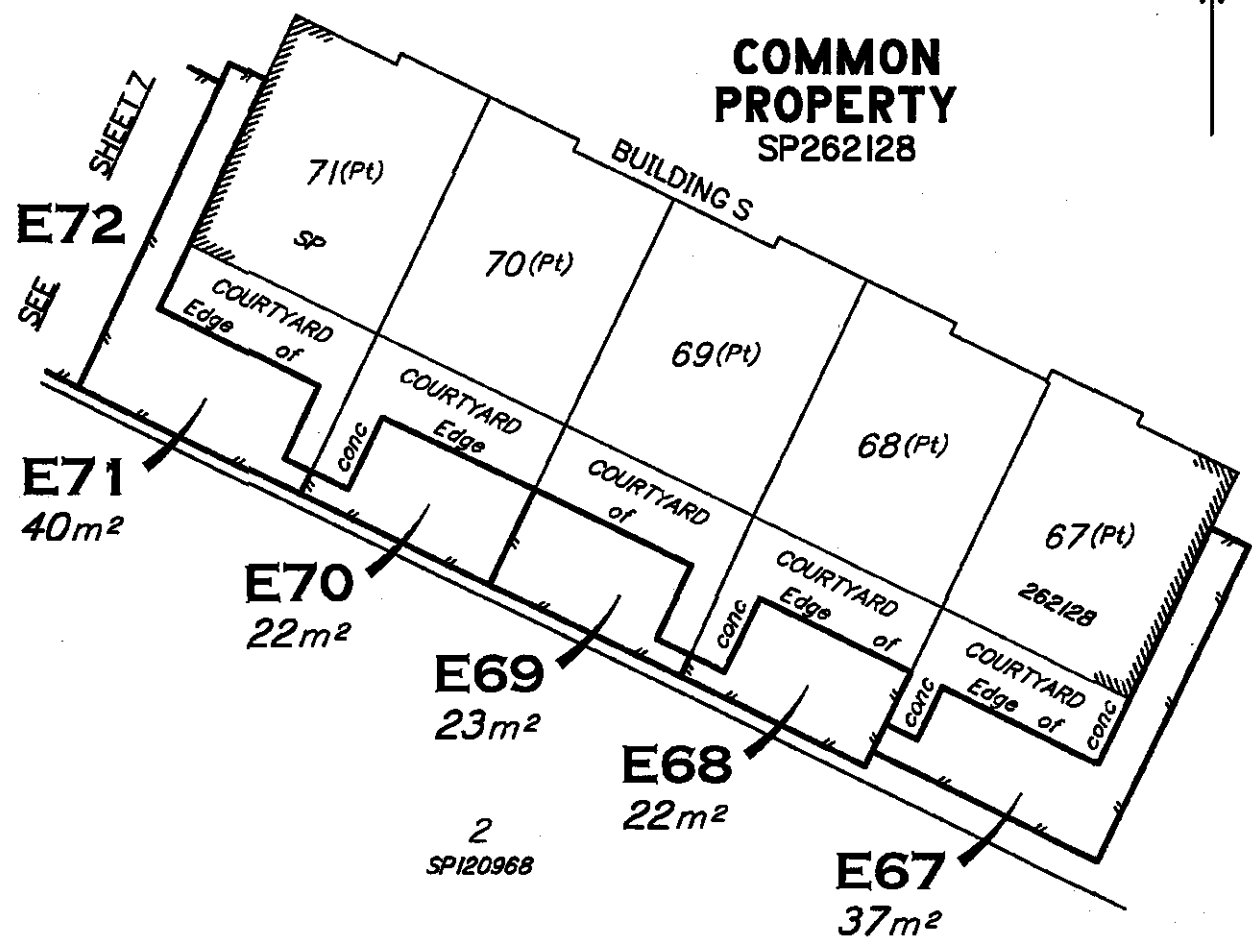
SHEET 7 OF 9

Plan Number
20202-E-01

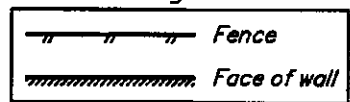
LEVEL A



**COMMON
PROPERTY**
SP262128



Legend



Scale 1:250



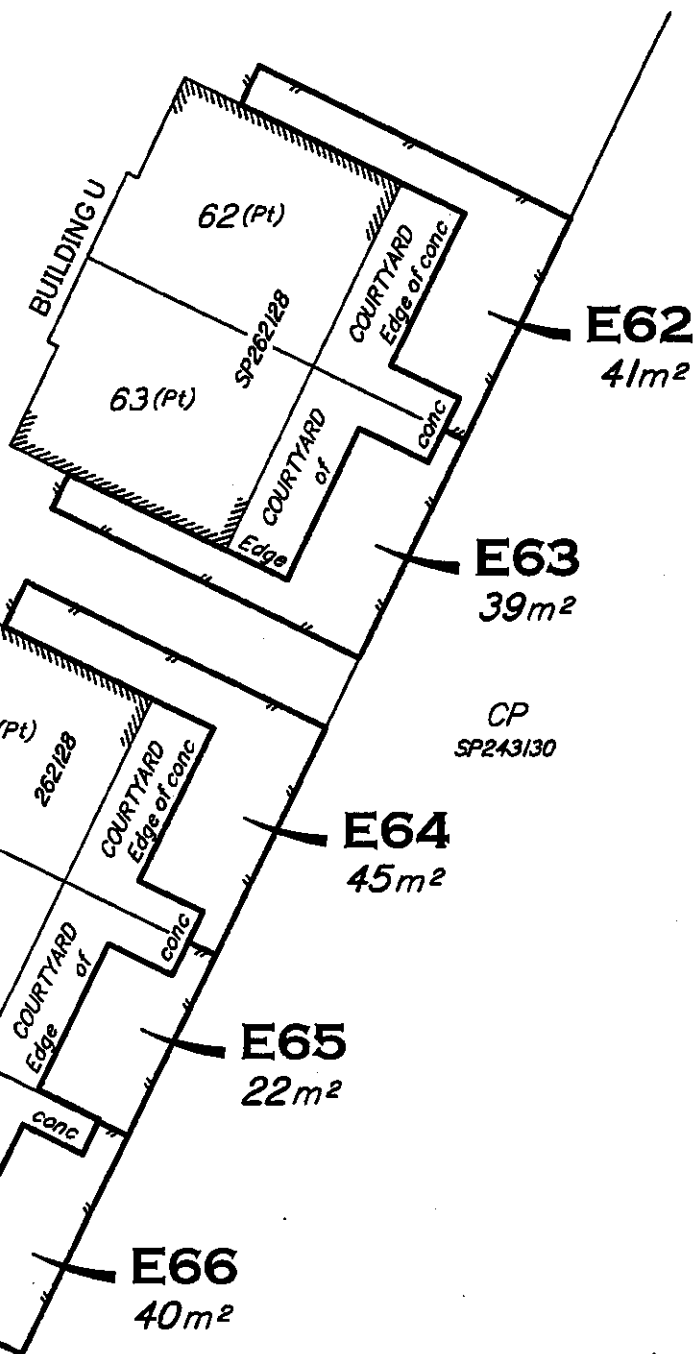
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Plan Number
20202-E-01

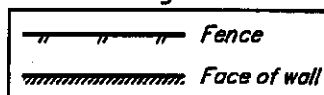
LEVEL A



**COMMON
PROPERTY**
SP262128



Legend



Scale 1:250

Metres
0

12.5m
50 mm

25m
100 mm

37.5m
150 mm

SHEET 9 OF 9

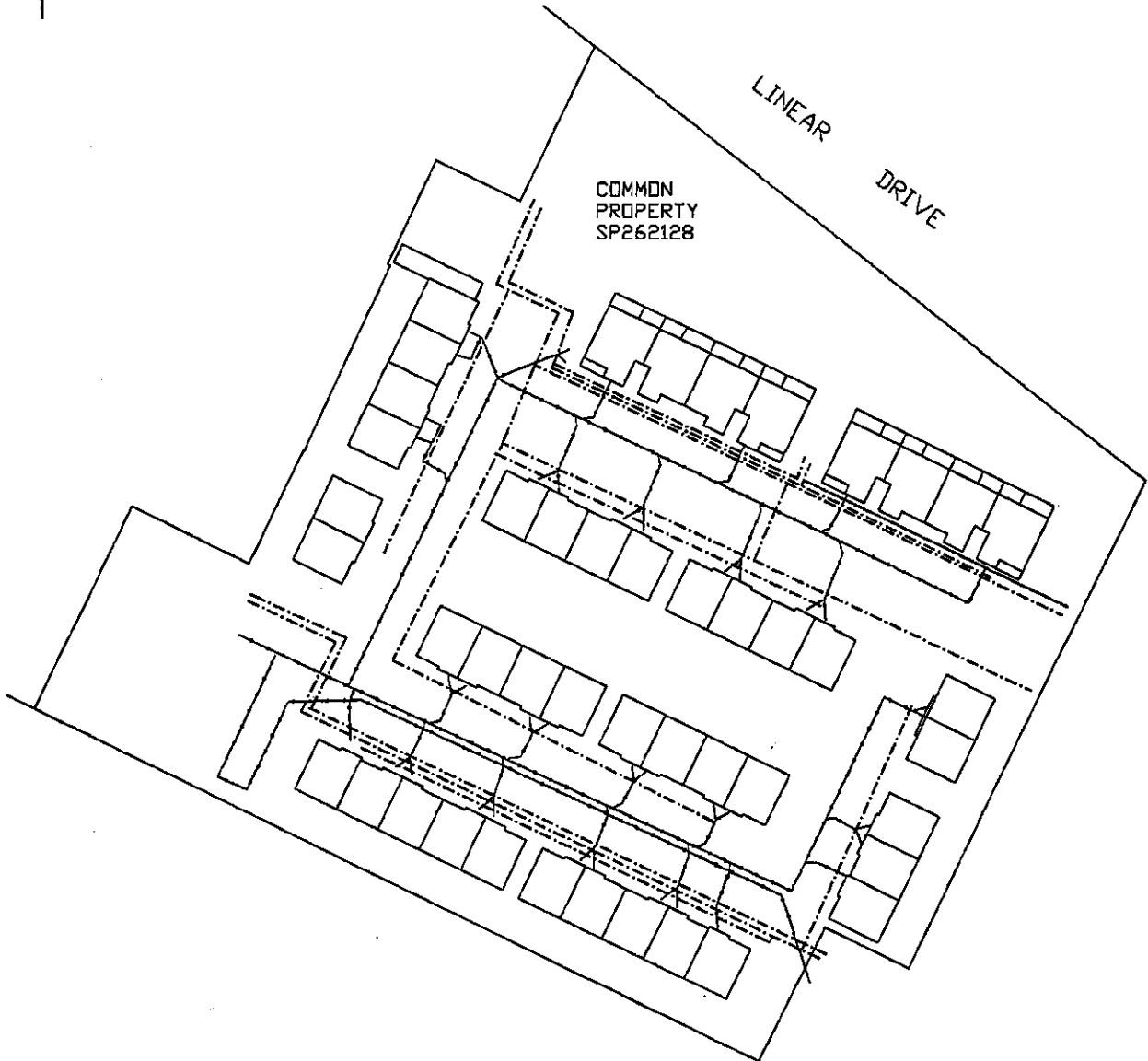
Plan Number

20202-E-01



LEGEND	
ELECTRICITY (U/G)	-----
SEWER	-----
STORMWATER	-----
TELSTRA (U/G)	-----
WATER	-----

SHEET 44 OF 60
CMS: NORTH LAKES VIEWS
CTS:



PAGE 1 OF 3

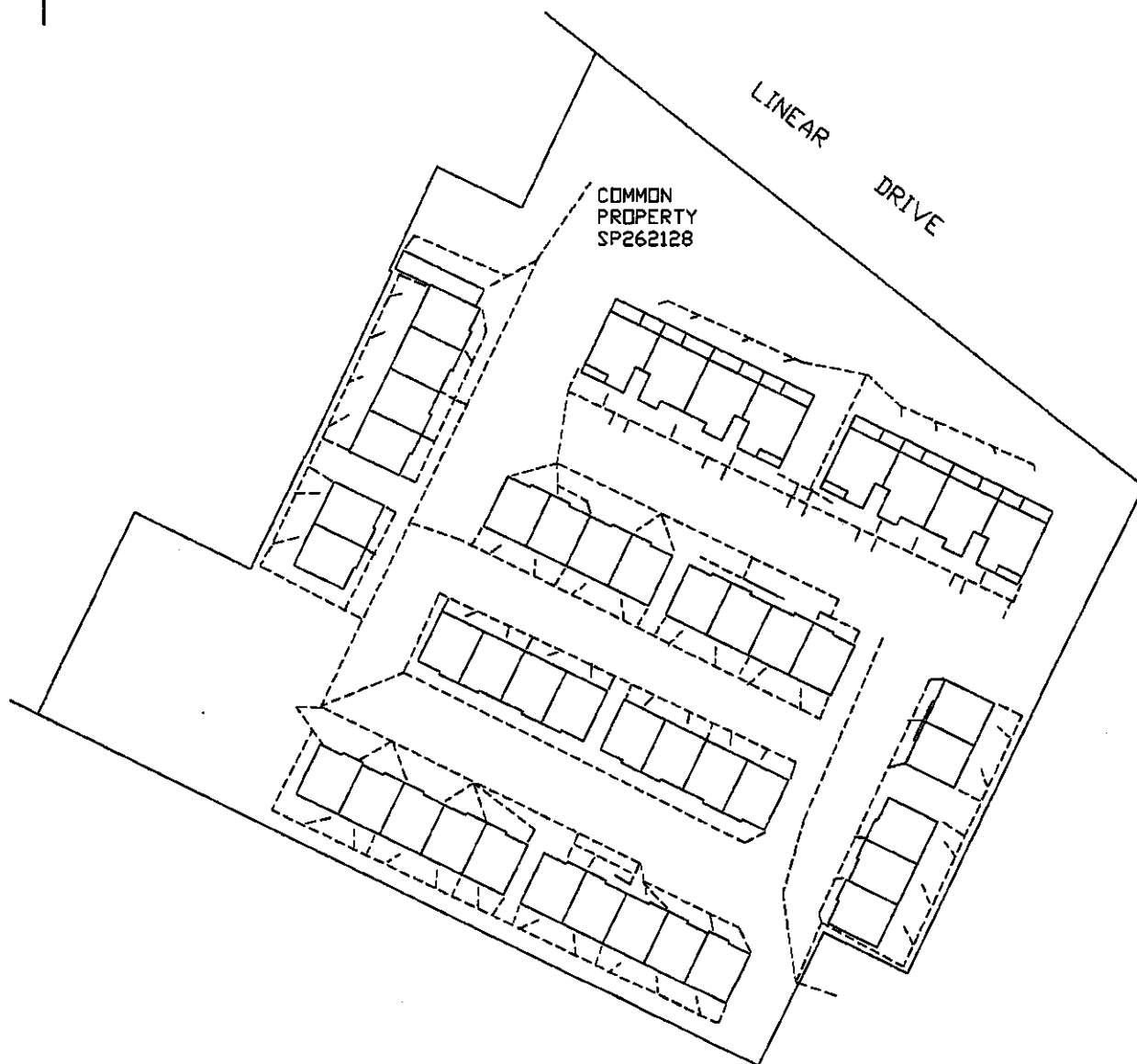
SERVICES LOCATION DIAGRAM
SCALE 1:1000@A4
DATE : 1.7.13

NOTE: INFORMATION HEREON IS
COMPILED FROM AND BY VARIOUS
SOURCES. INFORMATION IS NOT
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RELIED UPON. PIPES AND SERVICES
SHOULD BE PROFESSIONALLY
LOCATED PRIOR TO
UNDERTAKING ANY WORKS WITHIN
THE COMMON PROPERTY.



LEGEND	
ELECTRICITY (U/G)	-----
SEWER	-----
STORMWATER	-----
TELSTRA (U/G)	~~~~~
WATER	-----

SHEET 4 OF 60
CMS: NORTH LAKES VIEWS
CTS:



PAGE 2 OF 3

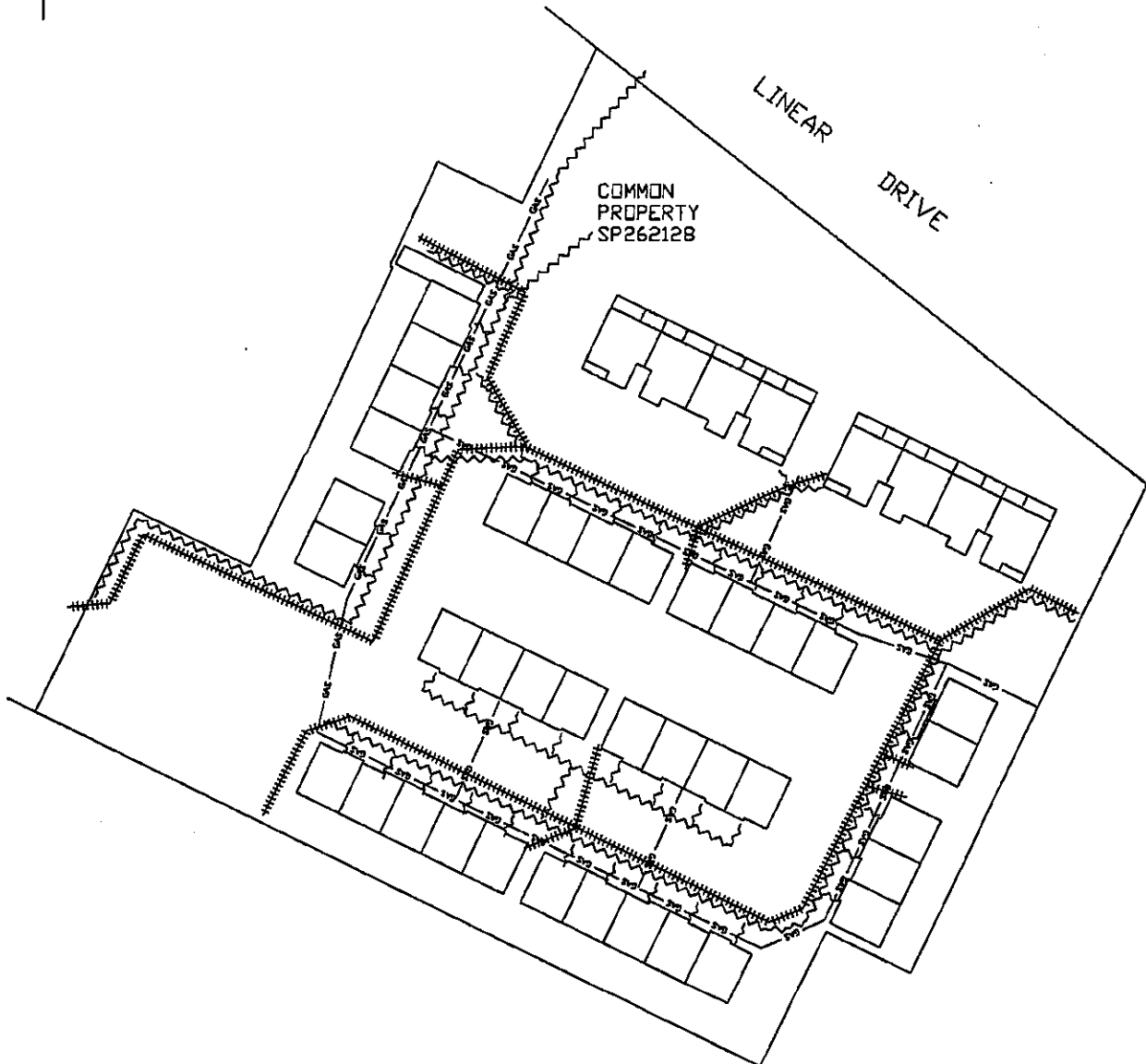
SERVICES LOCATION DIAGRAM
SCALE 1:1000@A4
DATE : 1.7.13

NOTE: INFORMATION HEREON IS
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THE COMMON PROPERTY.



LEGEND	
ELECTRICITY (U/G)	#####
SEWER	=====
STORMWATER	-----
TELSTRA (U/G)	~~~~~
WATER	- - - - -
GAS	— GAS —

SHEET 46 OF 60
CMS: NORTH LAKES VIEWS
CTS:

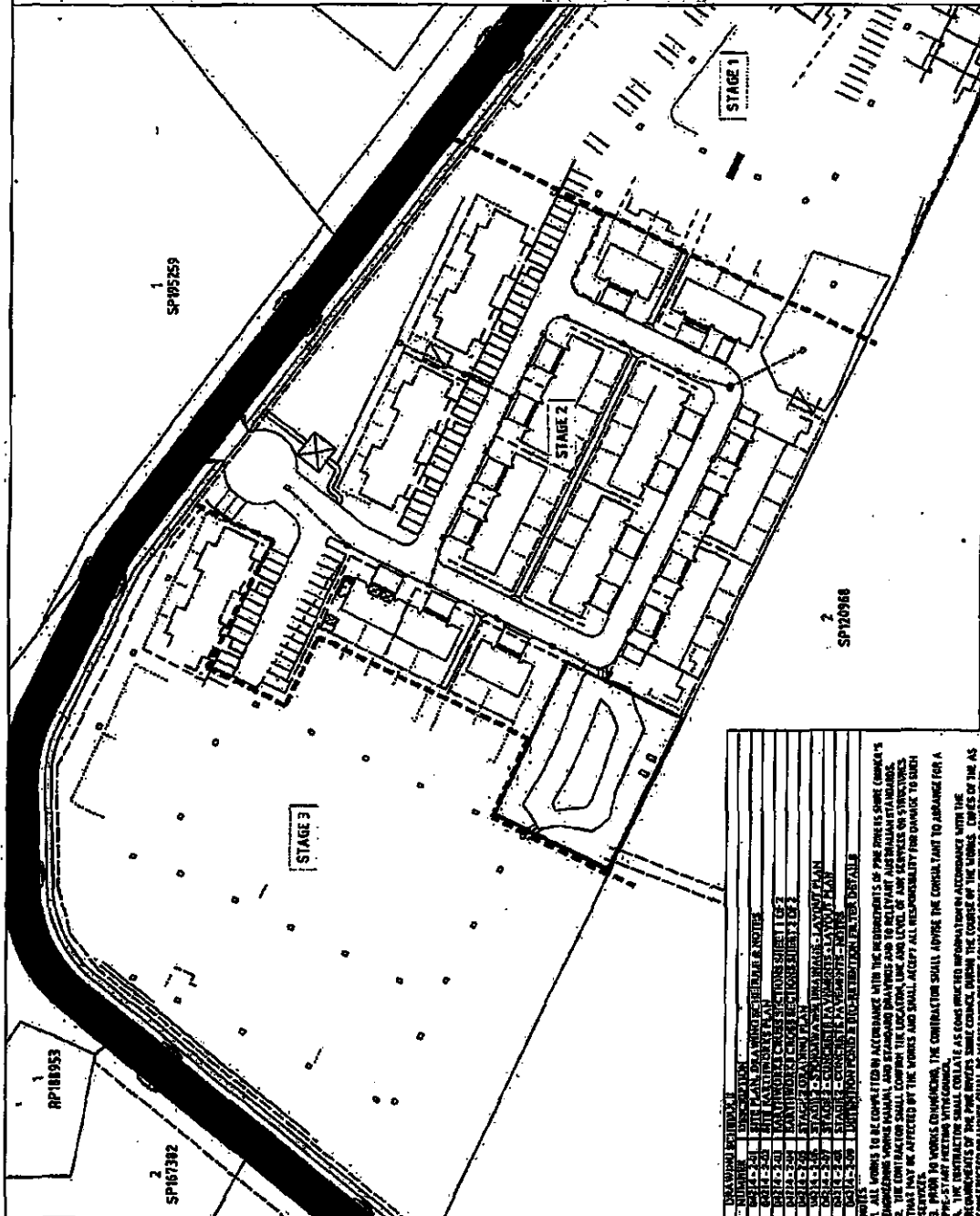


PAGE 3 OF 3

SERVICES LOCATION DIAGRAM
SCALE 1:1000@A4
DATE 1.7.13

NOTE: INFORMATION HEREON IS
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UNDERTAKING ANY WORKS WITHIN
THE COMMON PROPERTY.

Stormwater quality improvement location
(Bio-retention pond & filters)



CLA Consultants
Civil & Structural Engineers
8403 Tullaghan Creek Road
West Burleigh QLD 4219
Ph: 07 5529 1005
Fax: 07 5529 1077
info@claconsultants.com.au

CLIENT: LINEAR DEVELOPMENTS
PROJECT: MULTI UNIT RESIDENTIAL DEVELOPMENT ANZAC AVE MANGO HILLS
ARCHITECT: ANZAC ARCHITECTS

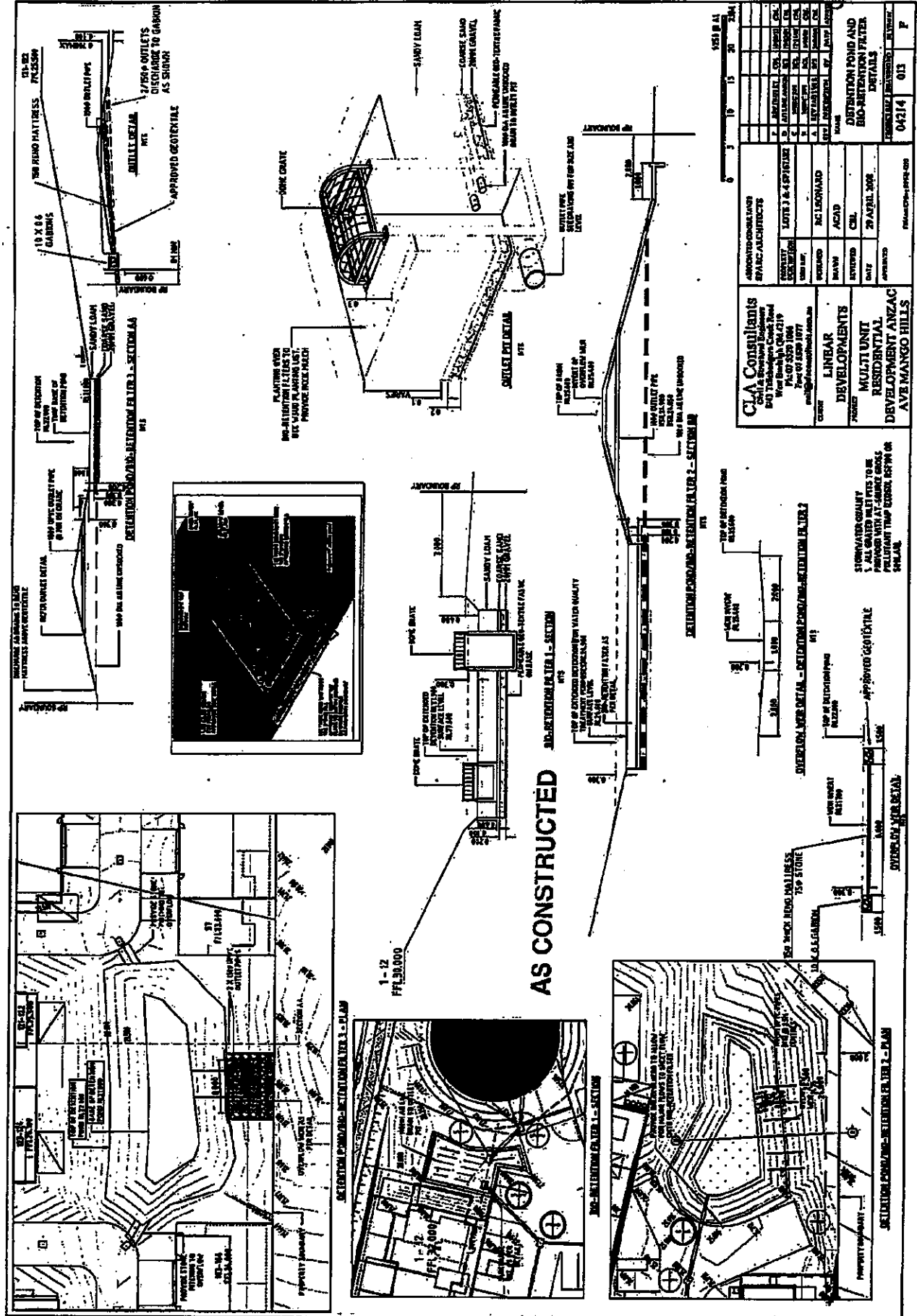
PROPERTY: LOTS 3 & 4 4216742
SUBSTANTIAL: 100%
DESIGN: 100%
CONSTRUCTION: 100%
DATE: 21 NOVEMBER 2009
APPROVED: [Signature]

DATE	DESCRIPTION	BY	DATE
04/14	241		

1500 0 1500
33 300

REVISION	DESCRIPTION
1	ISSUED FOR PERMIT
2	ISSUED FOR PERMIT
3	ISSUED FOR PERMIT
4	ISSUED FOR PERMIT
5	ISSUED FOR PERMIT
6	ISSUED FOR PERMIT
7	ISSUED FOR PERMIT
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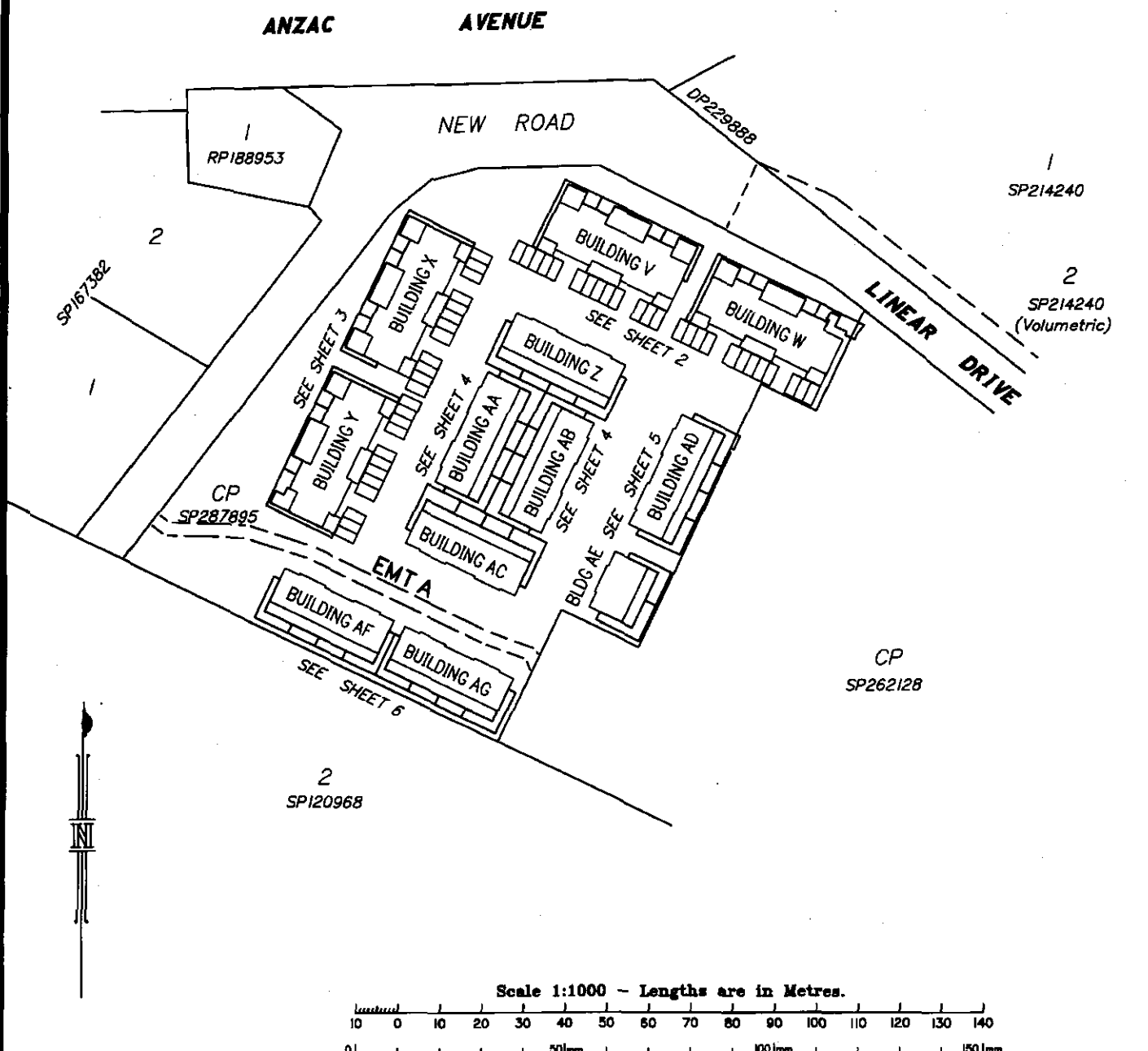
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2. THE CONTRACTOR SHALL COMPLY WITH THE LOCATION, LINE AND LEVEL OF ALL SERVICES ON SYDNEY ST.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, LINE AND LEVEL OF ALL SERVICES ON SYDNEY ST.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, LINE AND LEVEL OF ALL SERVICES ON SYDNEY ST.
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50. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, LINE AND LEVEL OF ALL SERVICES ON SYDNEY ST.



"NORTH LAKES VIEWS" C.T.S.

A

CMS	Sheet	of
Plan	49	60
	Sheet	of
	1	6



Scale 1:1000 - Lengths are in Metres.

10 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140

0 50mm 100mm 150mm

LEGEND:

/// FACE OF BUILDING

--- FENCE LINE

Terramap Pty Ltd (ABN 69 087 576 994) Cadastral Surveyor,
hereby certify that the details shown on this sketch plan are correct.

[Signature]

TERRAMAP PTY. LTD. A.B.N. 69 087 576 994

Date 12/12/16

**Plan of Exclusive Use Areas
within the Common Property
of
"NORTH LAKES VIEWS"
C.T.S.42279**

terramap
CONSULTING CADASTRAL &
ENGINEERING SURVEYORS

12/118-182 Redland Bay Road
Capalaba, QLD 4157
www.terramap.com.au
Ph 32451611
Fax 32451944
reception@terramap.com.au

LOCALITY MANGO HILL

LOCAL GOVERNMENT MORETON BAY COUNCIL

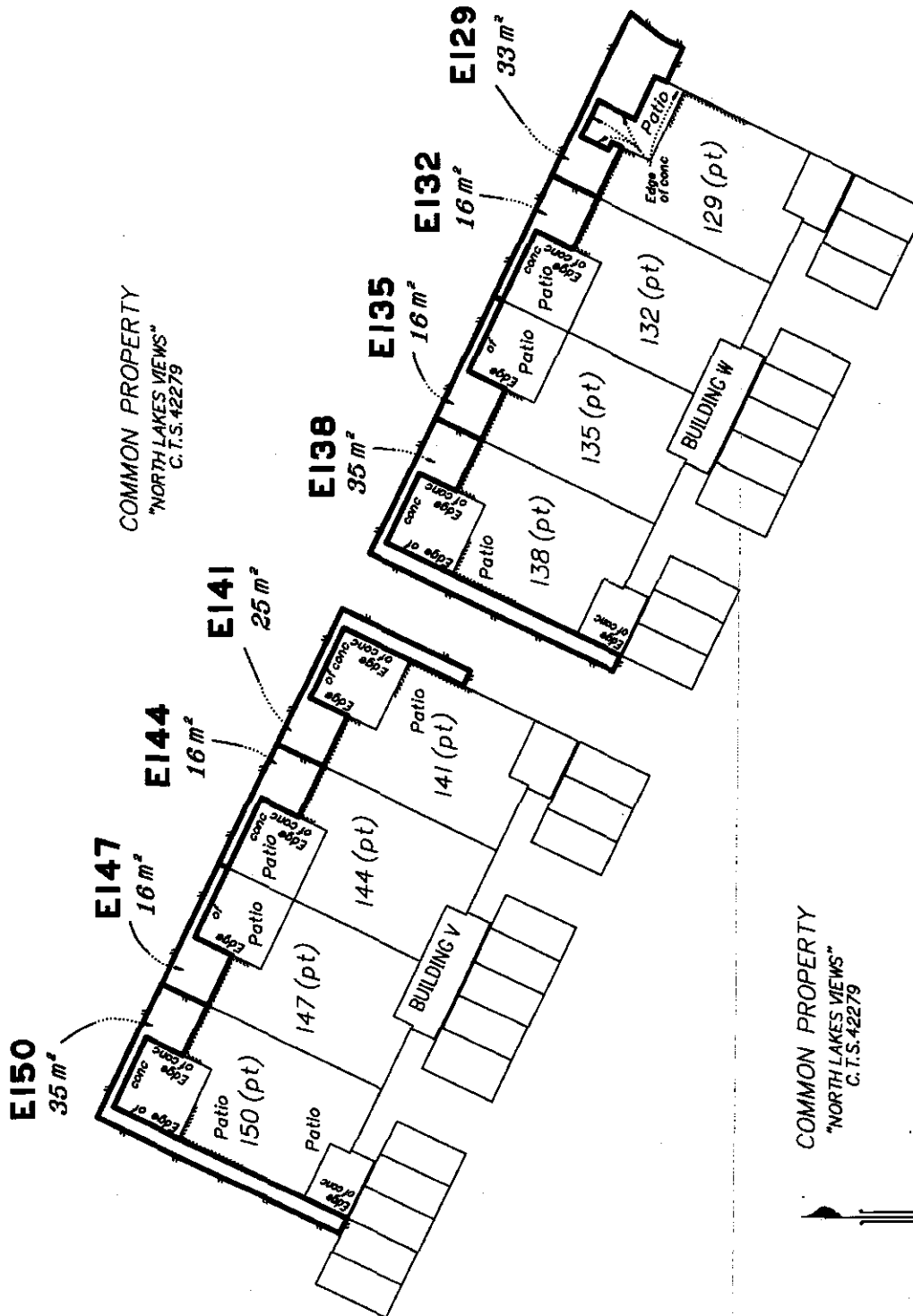
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"NORTH LAKES VIEWS" C.T.S.

CMS
Plan

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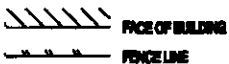
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Sheet	2	of	6



COMMON PROPERTY
"NORTH LAKES VIEWS"
C.T.S.42279



LEGEND:



Terramap Pty Ltd (ABN 59 067 576 994) Cadastral Surveyor,
hereby certify that the details shown on this sketch plan are
correct.



Plan of Exclusive Use Areas
within the Common Property
of
"NORTH LAKES VIEWS"
C.T.S.42279



terramap
ENGINEERING SURVEYORS
CONSULTING CADASTRAL &
ENGINEERS

12/178-182 Redland Bay Road
Capalaba, QLD 4157
www.terramap.com.au
Ph 32451811
Fax 32451944
reception@terramap.com.au

LOCALITY MANGO HILL

LOCAL GOVERNMENT MORETON BAY COUNCIL

Drawing No.

Sheet No.

Rev.

DATE
08/12/2016

SCALE
1:300

JOB REF
4457

4402-EU-002

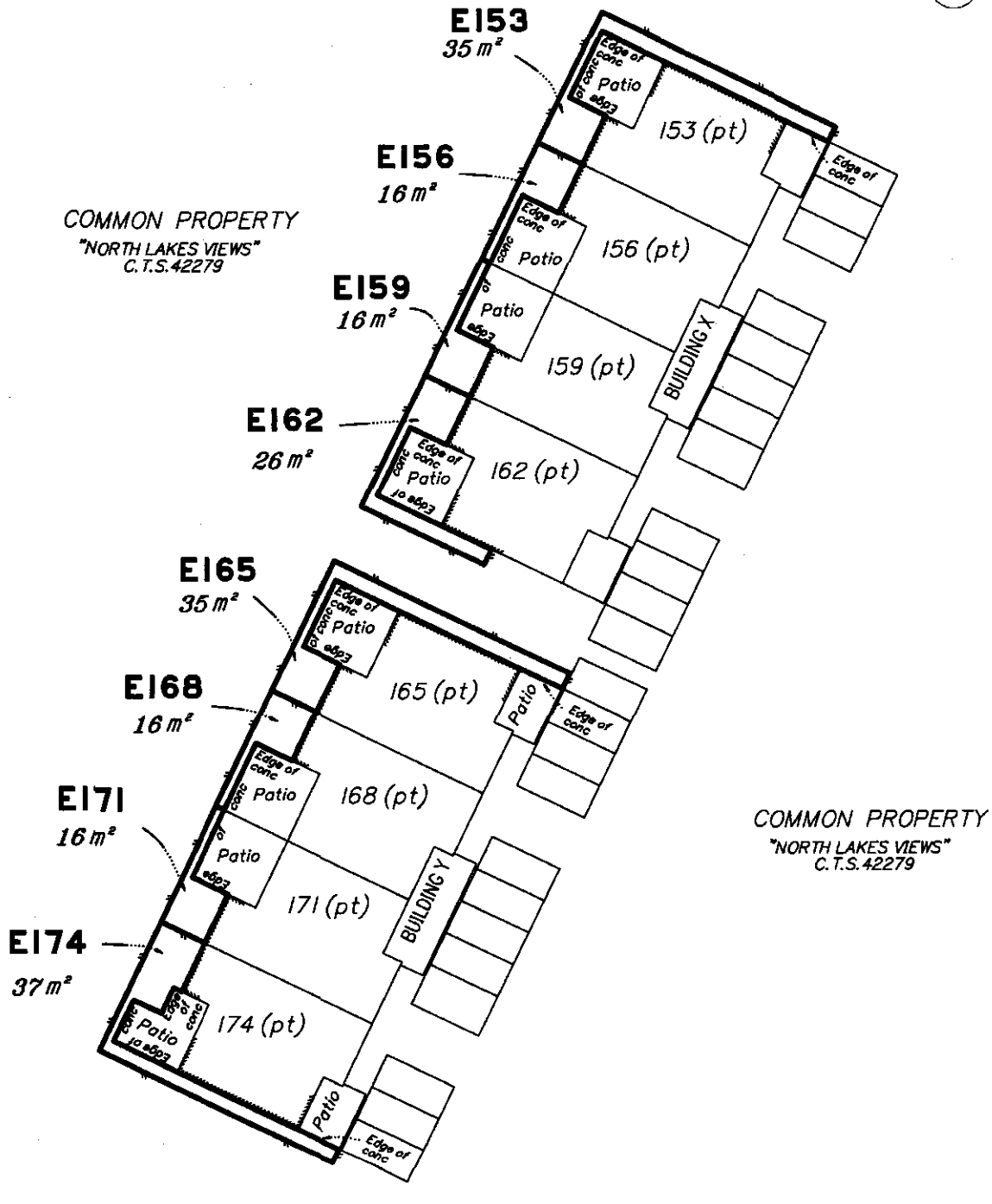
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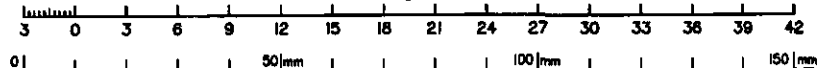
"NORTH LAKES VIEWS" C.T.S.

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	Sheet	of
	3	6

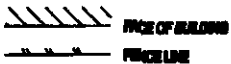
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Scale 1:300 - Lengths are in Metres.



LEGEND:



Terramap Pty Ltd (ABN 55 087 578 994) Cadastral Surveyor,
herby certify that the details shown on this sketch plan are
correct.



Date 12/12/16

**Plan of Exclusive Use Areas
within the Common Property
of
"NORTH LAKES VIEWS"
C.T.S. 42279**



12/178-182 Redland Bay Road
Capalaba, QLD 4157
www.terramap.com.au
Ph 32451611
Fax 32451944
reception@terramap.com.au

LOCALITY MANGO HILL

LOCAL GOVERNMENT MORETON BAY COUNCIL

Drawing No. Sheet No. Rev.

DATE
08/12/2016

SCALE
1:300

JOB REF
4457

4402-EU-001

3 of 6

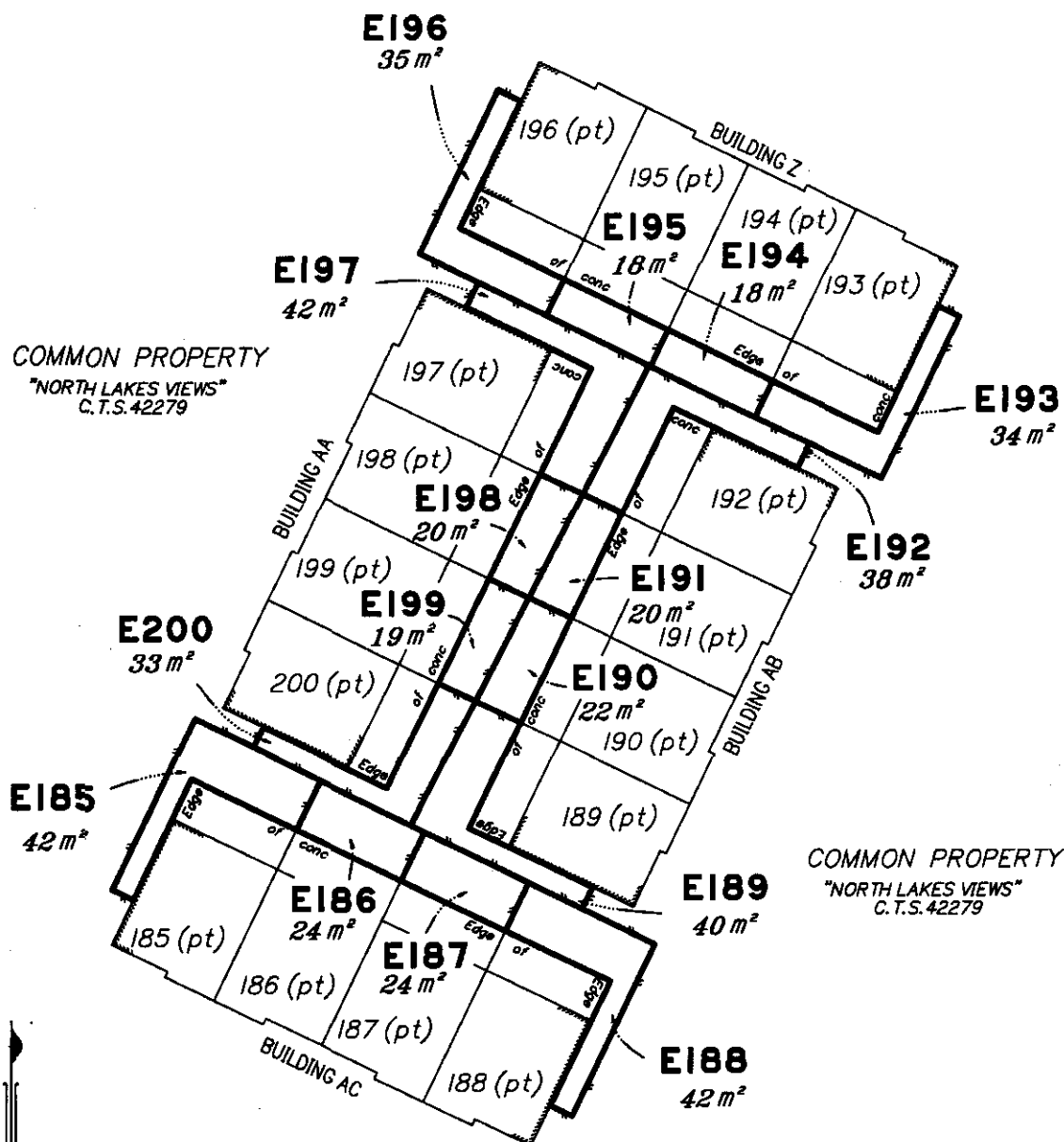
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"NORTH LAKES VIEWS" C.T.S.

A

CMS
Plan

Sheet	of
52	60
Sheet	of
4	6



LEGEND:



Terramap Pty Ltd (ABN 69 087 576 984) Cadastral Surveyor,
herby certify that the details shown in this sketch plan are
correct.



Plan of Exclusive Use Areas
within the Common Property
of
"NORTH LAKES VIEWS"
C.T.S.42279



12/178-182 Redland Bay Road
Capalaba, QLD 4157
www.terramap.com.au
Ph 32451611
Fax 32451944
reception@terramap.com.au

LOCALITY MANGO HILL
LOCAL GOVERNMENT MORETON BAY COUNCIL

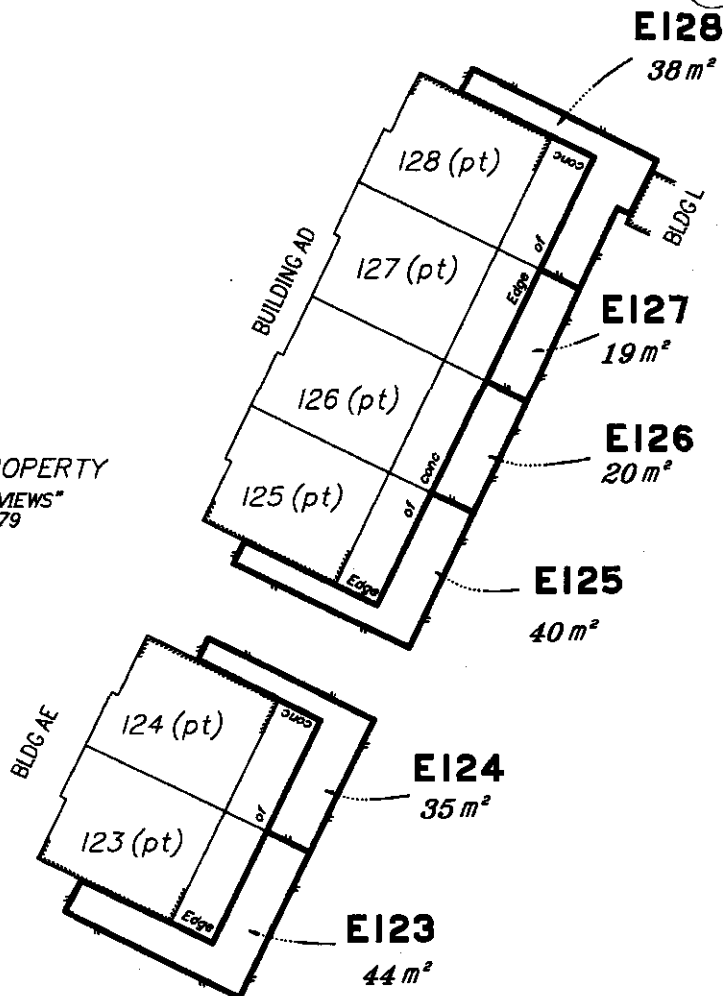
Drawing No.	Sheet No.	Rev.
4402-EU-001	4 of 6	A

DATE	SCALE	JOB REF
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"NORTH LAKES VIEWS" C.T.S.

Sheet	53	of	60
Plan	5	of	6

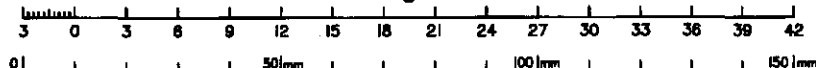
COMMON PROPERTY
"NORTH LAKES VIEWS"
C.T.S.42279



COMMON PROPERTY
"NORTH LAKES VIEWS"
C.T.S.42279



Scale 1:300 - Lengths are in Metres.



LEGEND:



Terramap Pty Ltd (ABN 69 067 576 964) Cadastral Surveyor,
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Date 12/12/16

Plan of Exclusive Use Areas
within the Common Property
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"NORTH LAKES VIEWS"
C.T.S.42279



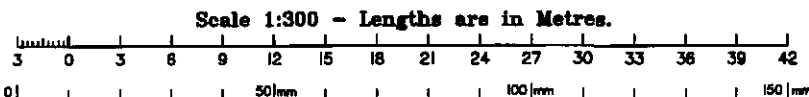
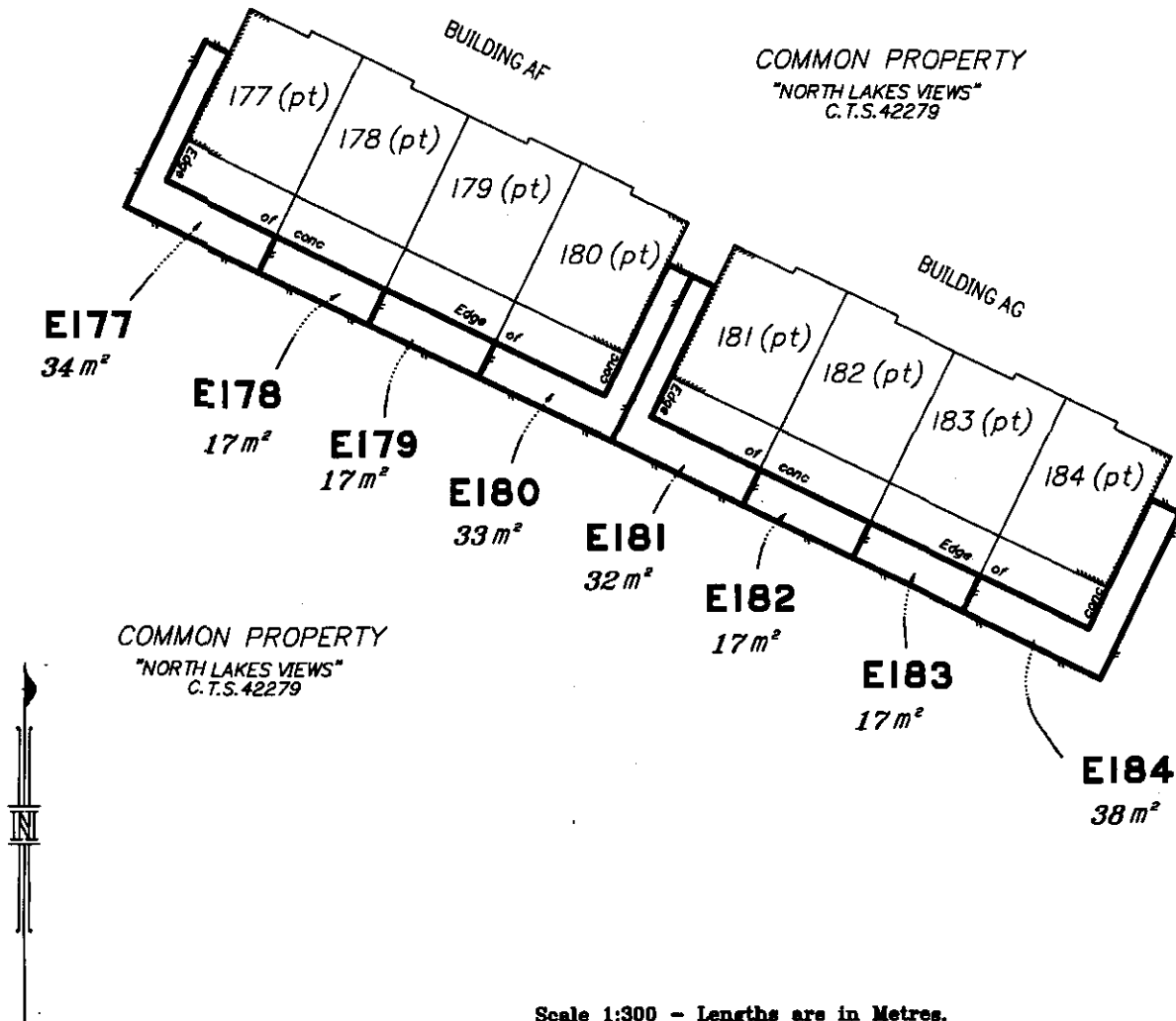
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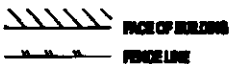
LOCALITY MANGO HILL
LOCAL GOVERNMENT MORETON BAY COUNCIL

Drawing No.	Sheet No.	Rev.
4402-EU-001	5 of 6	A

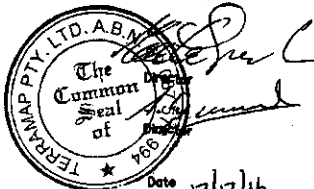
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LEGEND:



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Plan of Exclusive Use Areas
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LOCAL GOVERNMENT MORETON BAY COUNCIL

Drawing No.	Sheet No.	Rev.
4402-EU-001	6 of 6	A

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08/12/2016

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4457

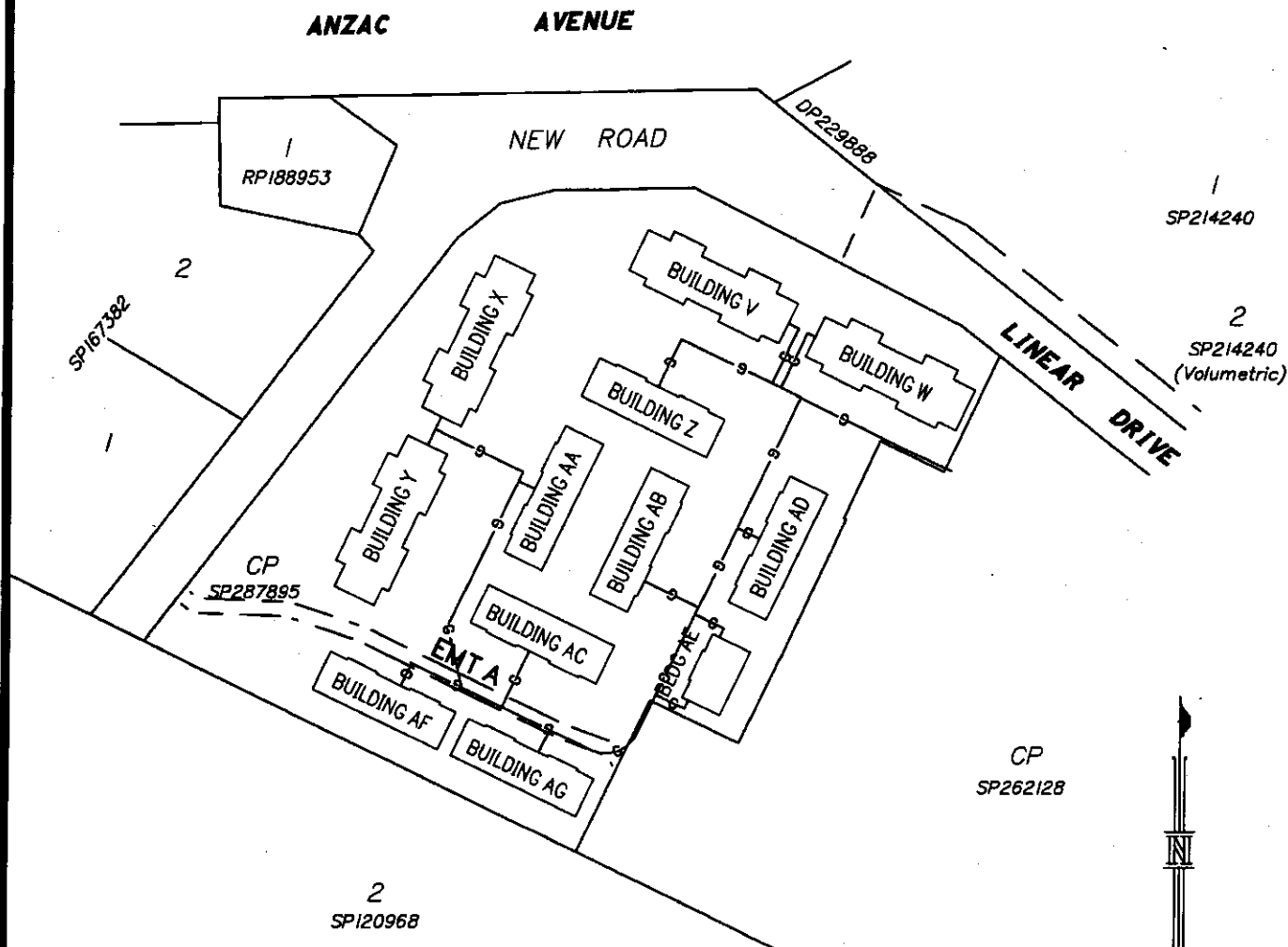
"NORTH LAKES VIEWS" C.T.S.

CMS
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Sheet	55	of	60
Sheet	1	of	6

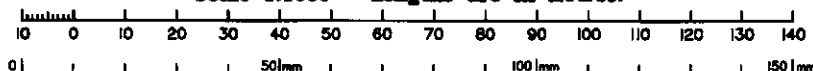
NOTE:
ONLY GAS RETICULATION
SHOWN



LEGEND:

- UNDERGROUND ELECTRICAL
- SEWER
- STORMWATER
- WATER
- TELSTRA
- GAS

Scale 1:1000 - Lengths are in Metres.



LEGEND:

- ////// FACE OF BUILDING
- ==== FENCE LINE

Terramap Pty Ltd (ABN 89 067 576 984) Cadastral Surveyor,
hereby certify that the details shown on this sketch plan are
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Date 12/12/16

Plan of Service Location
Diagram within the Common
Property of
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C.T.S.42279.



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LOCALITY MANGO HILL

LOCAL GOVERNMENT MORETON BAY COUNCIL

Drawing No. Sheet No. Rev.

DATE
02/08/2016

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JOB REF
4347

4457-SLD-001

1 of 6

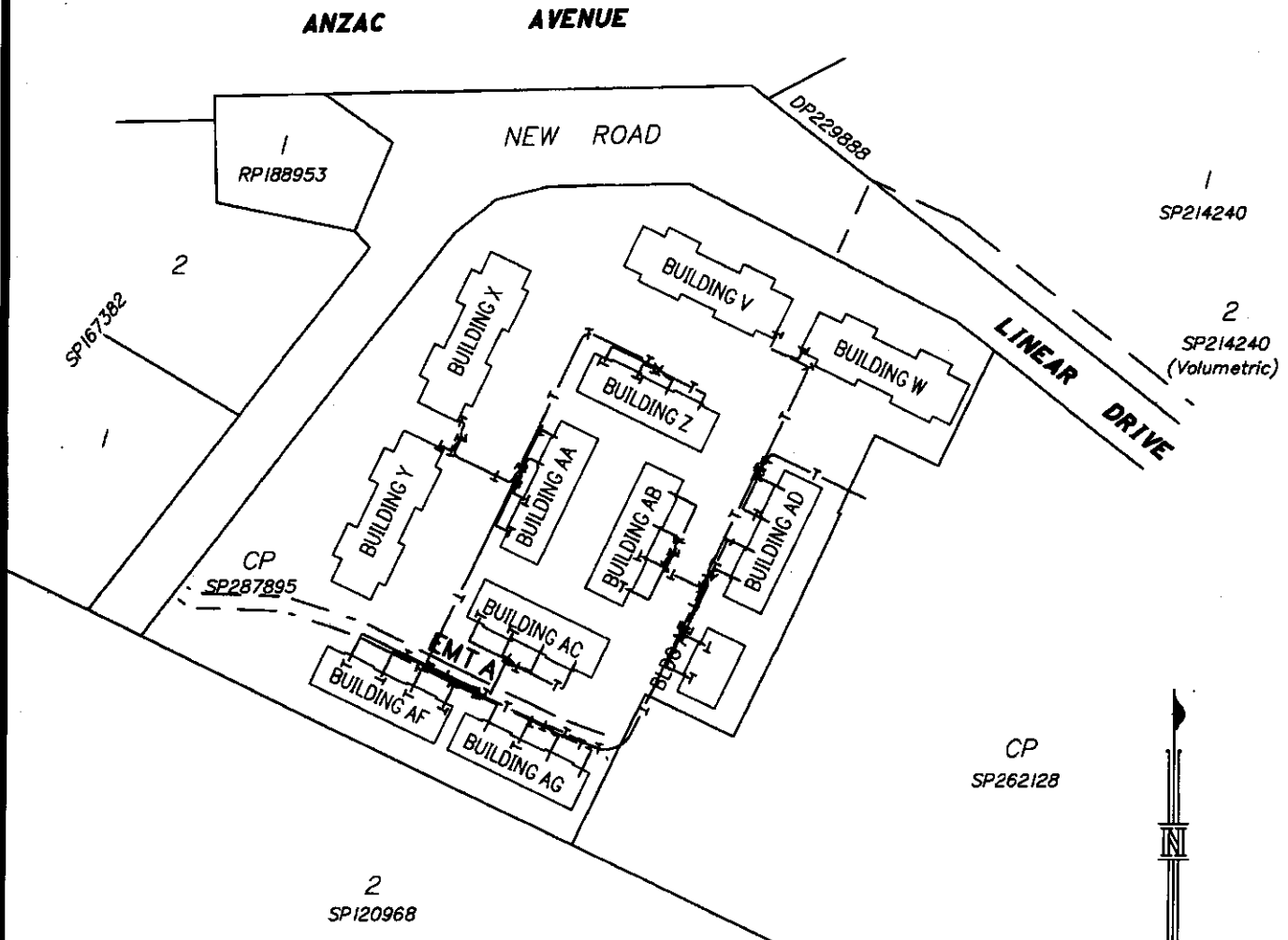
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"NORTH LAKES VIEWS" C.T.S.

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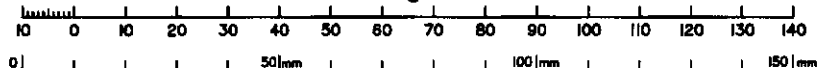
CMS	Sheet	56	of	60
Plan	Sheet	2	of	6

NOTE:
ONLY TELEPHONE RETICULATION
SHOWN



- LEGEND:
- UNDERGROUND ELECTRICAL
 - SEWER
 - STORMWATER
 - WATER
 - TELEPHONE
 - GAS

Scale 1:1000 - Lengths are in Metres.



LEGEND:

- ▨▨▨▨▨ FACE OF BUILDING
- FENCE LINE

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LOCAL GOVERNMENT MORETON BAY COUNCIL

Drawing No.	Sheet No.	Rev.
4457-SLD-001	2 of 6	B

DATE
02/08/2016

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JOB REF
4347

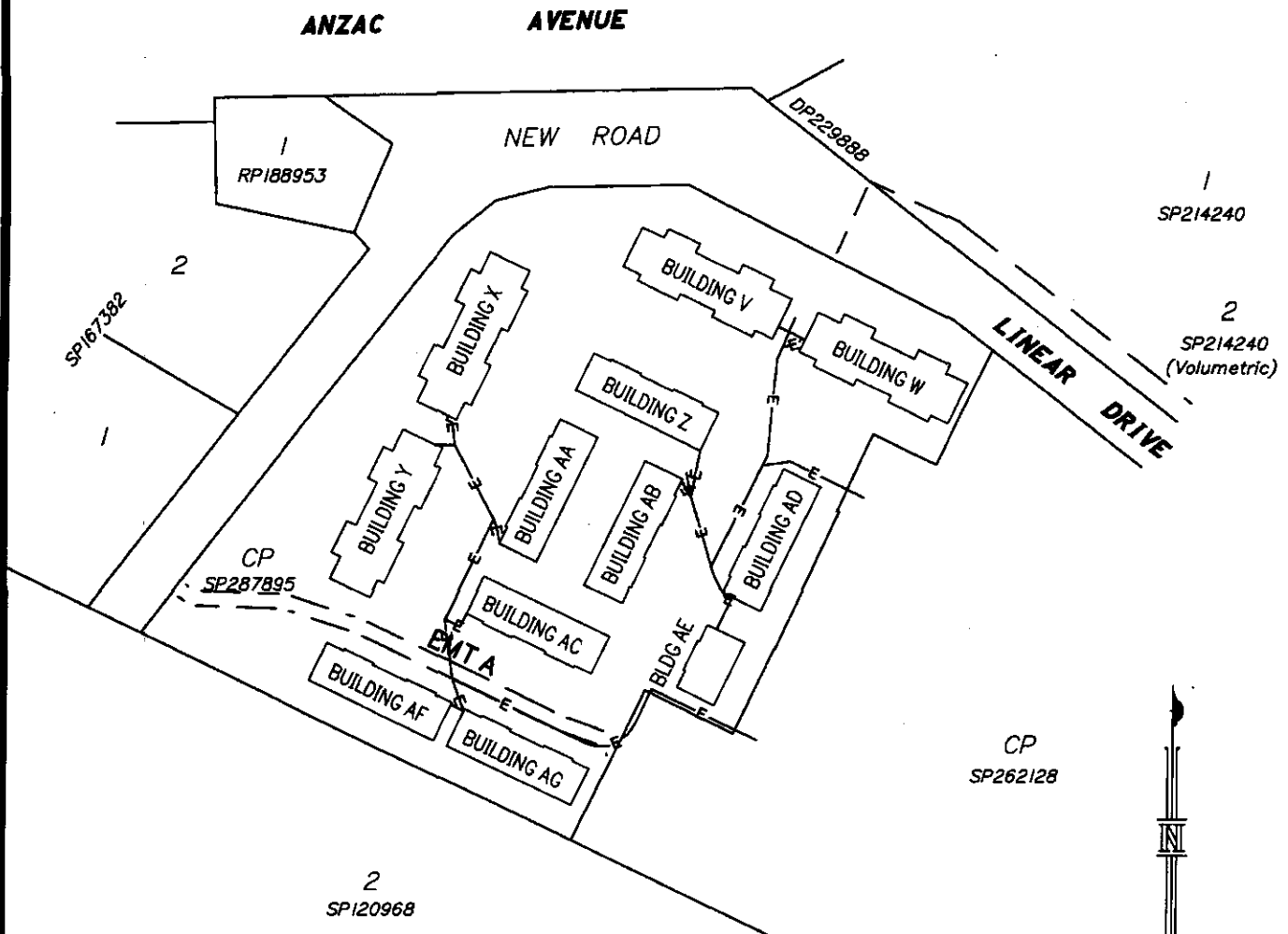
"NORTH LAKES VIEWS" C.T.S.

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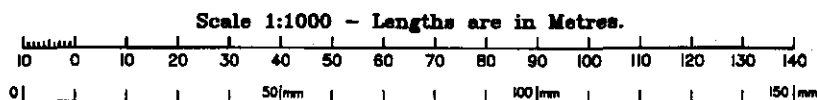
CMS
Plan

Sheet	57	of	60
Sheet	3	of	6

NOTE:
ONLY ELECTRICAL RETICULATION
SHOWN



- LEGEND:
- UNDERGROUND ELECTRICAL
 - SEWER
 - STORMWATER
 - WATER
 - TELECOM
 - GAS



- LEGEND:
- ////// FACE OF BUILDING
 - FENCE LINE

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Drawing No.	Sheet No.	Rev.
4457-SLD-001	3 of 6	B

DATE	SCALE	JOB REF
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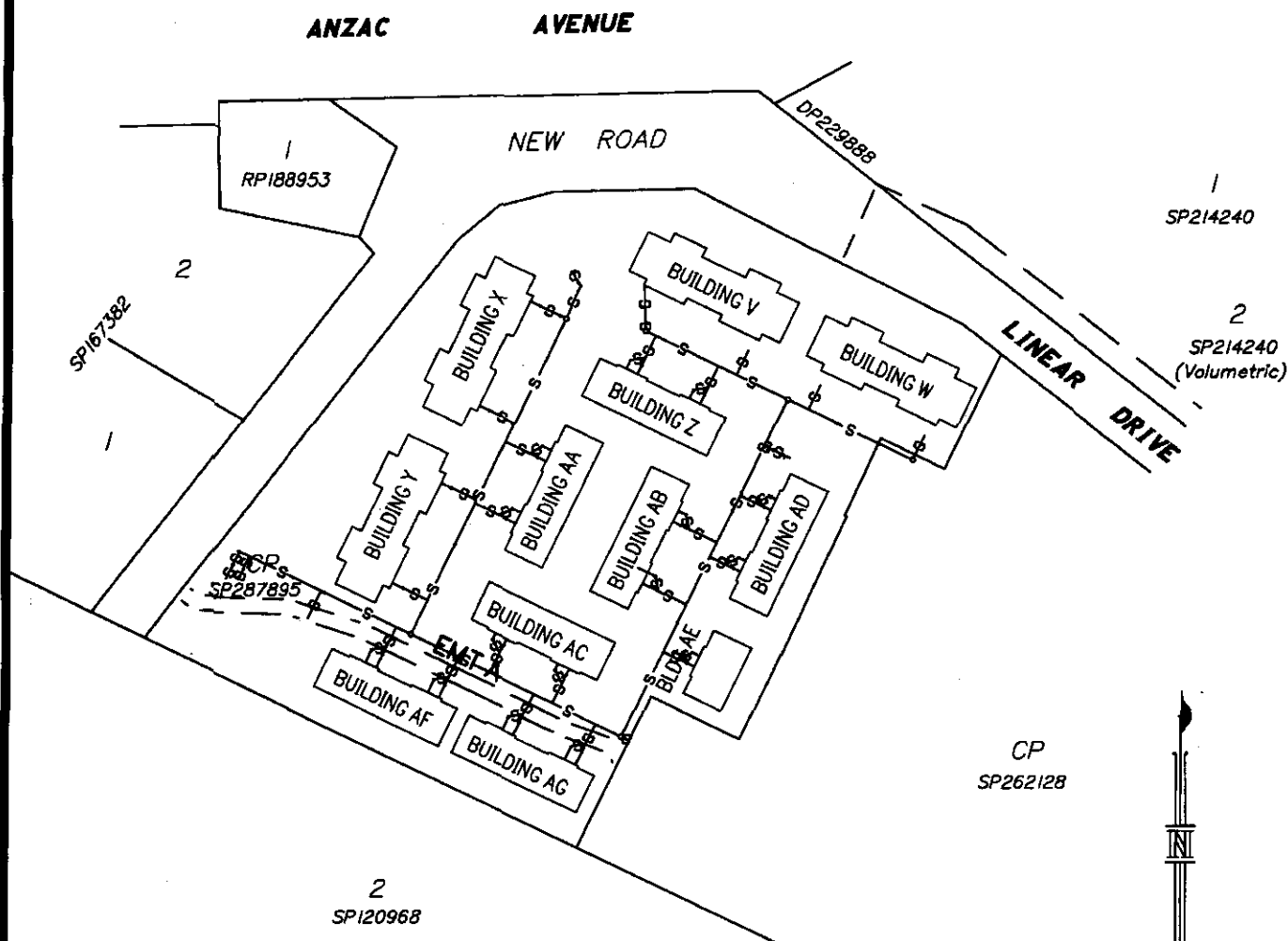
"NORTH LAKES VIEWS" C.T.S.

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CMS
Plan

Sheet	58	of	60
Sheet	4	of	6

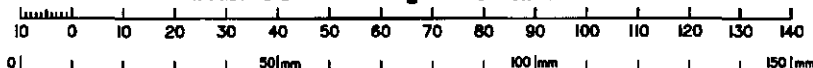
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ONLY SEWER RETICULATION
SHOWN



LEGEND:

- UNDERGROUND ELECTRICAL
- SEWER
- FIREWATER
- WATER
- TELECOM
- GAS

Scale 1:1000 - Lengths are in Metres.



LEGEND:

- ////// FACE OF BUILDING
- FENCE LINE

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Date 12/12/16

Plan of Service Location
Diagram within the Common
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Drawing No.	Sheet No.	Rev.
4457-SLD-001	4 of 6	B

DATE
02/08/2016

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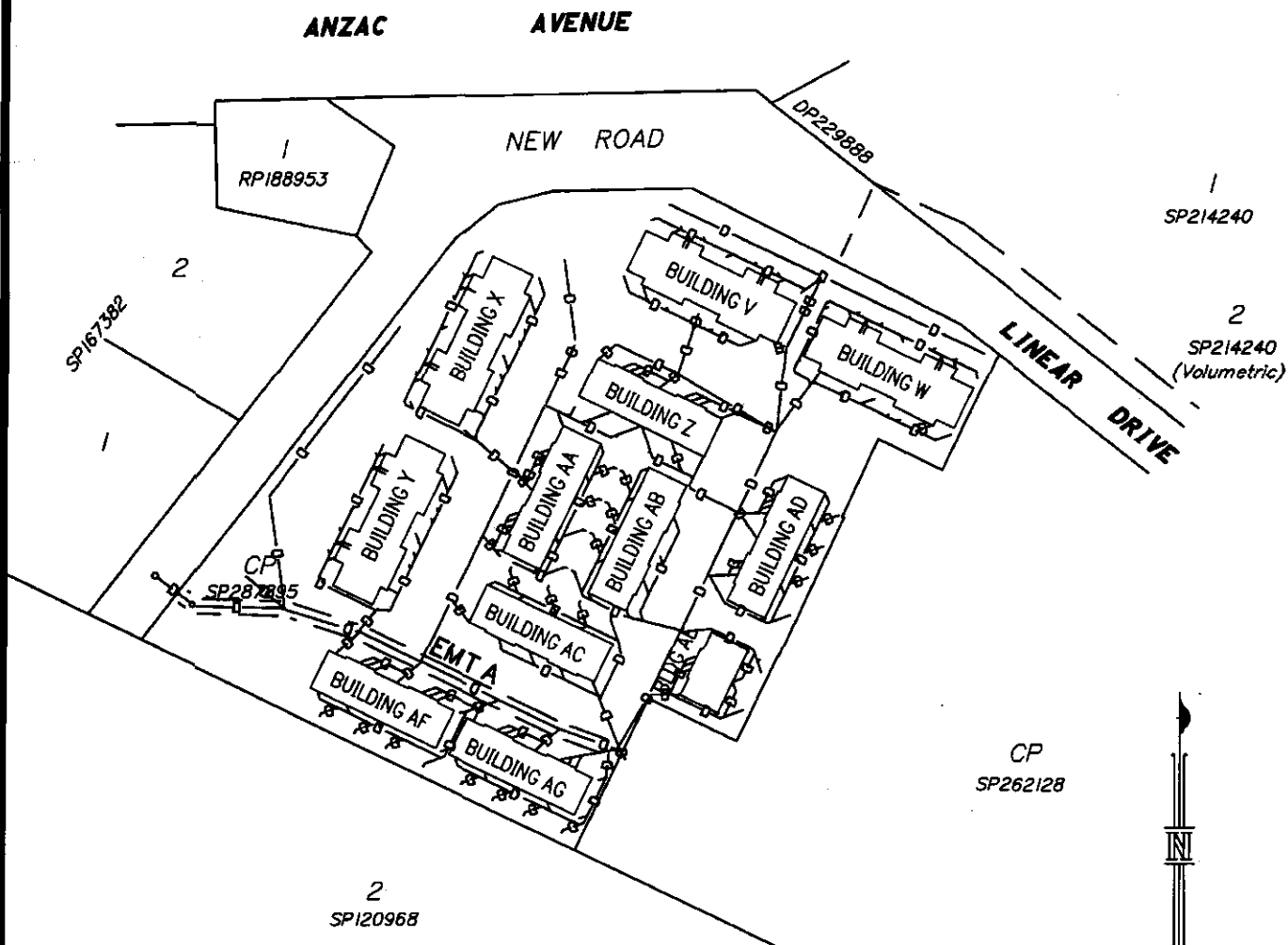
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"NORTH LAKES VIEWS" C.T.S.

Sheet	59	of	60
Plan	5	of	6

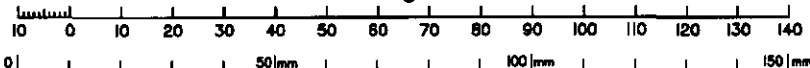
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NOTE:
ONLY STORMWATER RETICULATION
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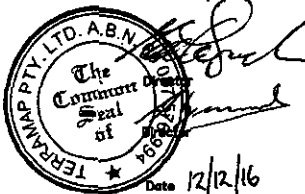
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- UNDERGROUND ELECTRICAL
 - SEWER
 - STORMWATER
 - WATER
 - TELEPHONE
 - GAS

Scale 1:1000 - Lengths are in Metres.



- LEGEND:
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 - FENCE LINE

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Drawing No.	Sheet No.	Rev.
4457-SLD-001	5 of 6	B

DATE	SCALE	JOB REF
02/08/2016	1:1000	4347

"NORTH LAKES VIEWS" C.T.S.

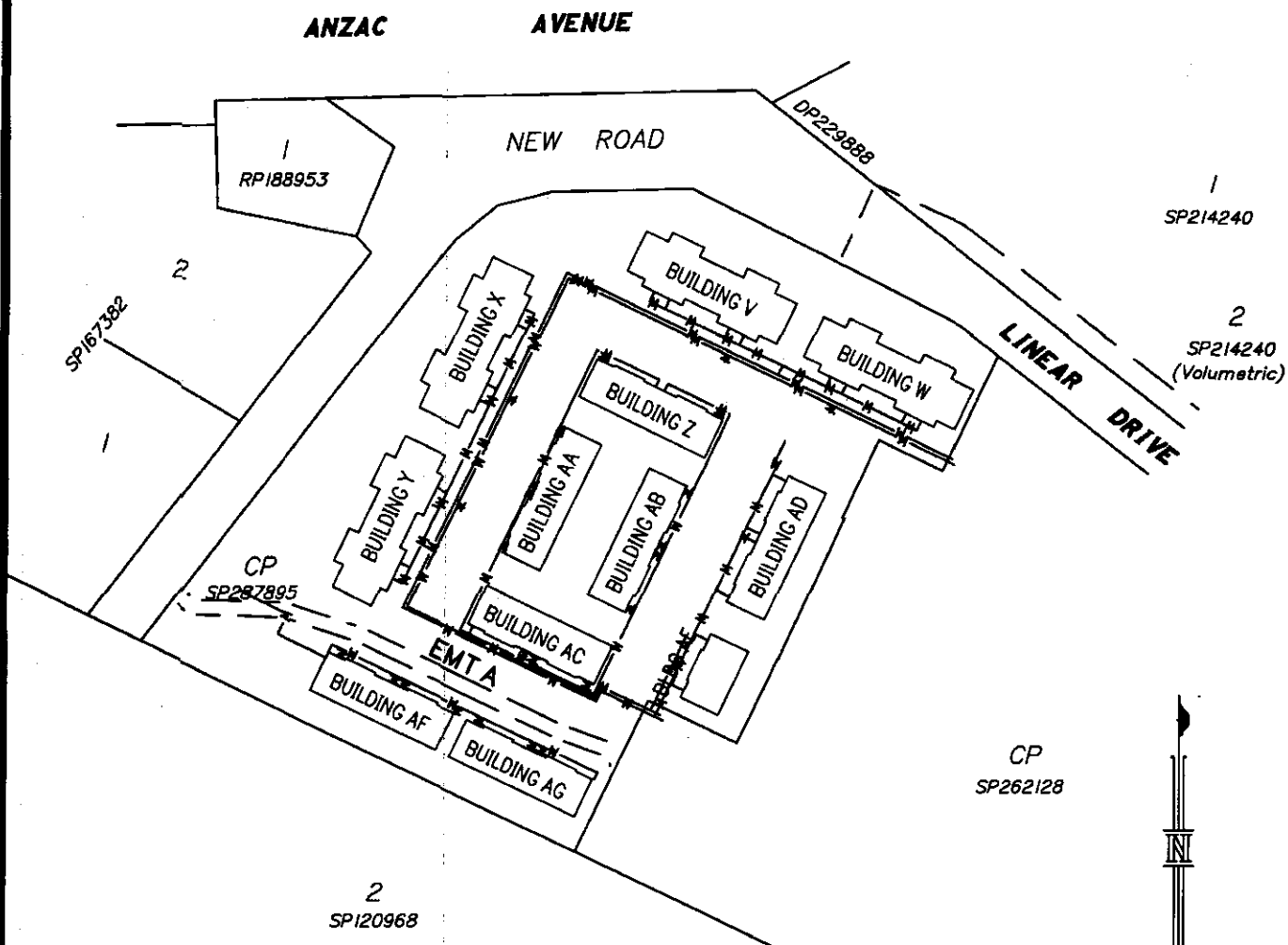
CMS

Plan

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Sheet	of
6	6

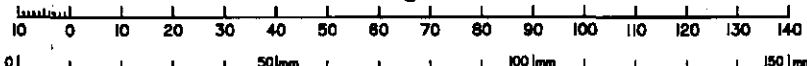
B

NOTE:
ONLY WATER RETICULATION
SHOWN



- LEGEND:
- UNDERGROUND ELECTRICAL
 - SEWER
 - STORMWATER
 - WATER
 - TELSTRA
 - GAS

Scale 1:1000 - Lengths are in Metres.



LEGEND:

- FACE OF BUILDING
- FENCE LINE

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Plan of Service Location
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Drawing No.	Sheet No.	Rev.
4457-SLD-001	6 of 6	B

DATE
02/08/2016

SCALE
1:1000

JOB REF
4347



Johanson Lawyers

Accredited Specialist in Property Law

Buy - Develop - Sell • Subdivisions • Leasing and Mortgages • Joint Ventures

Our Ref: RJ:80087

P.O. Box 6030
Gold Coast MC 9726

Suite 5A, Level 1
47 Ashmore Road
BUNDALL QLD 4217

Phone 07 5570 6688
Fax 07 5570 6999

mail@jlawyers.com.au

Principal
Rod Johanson

3 February 2017

Department of Natural Resources and Mines
PO Box 4297
ROBINA TOWN CENTRE QLD 4230

Dear Sirs

RE: RAIN TREE GLEN PTY LTD
"NORTH LAKES VIEWS"

We act for Rain Tree Glen Pty Ltd.

We lodge with this letter:

1. SP 294069
2. Easement in Gross
3. SP 287895
4. New CMS

The units created by the survey plan 287895, have been completed since December 2016. Unfortunately as a result wet weather delays during last year, and Christmas holidays at the end of the year, the Council has been delayed in sealing the plan.

Our client has sold a substantial number of these units to buyers, who expected title registration by late December or early January 2017. Finance approvals for some of these buyers are expiring or due to expire shortly. This will cause the buyers loss and inconvenience in having to re-submit finance applications. This will in turn exacerbate the delays for our client in securing settlement of contracts.

Any delay will result in our client suffering financially, as it will then have to continue to meet the interest charges on the whole of the project.

Accordingly we request you mark the documents 'urgent' for registration. We note both plans have already been endorsed by your Department Surveyor.

We thank you in anticipation.

Yours faithfully,
JOHANSON LAWYERS

ROD JOHANSON
Principal// Lawyer



Accredited Specialist in Property Law
rod@jlawyers.com.au

C/- SSKB
P O Box 8319, GCMC QLD 9726 Australia
Client Solutions Ph: (07) 5504 2000 Fax : (07) 5504 2001

14 August 2025

NORTH LAKES VIEWS CTS 42279
Registered for GST

ABN: 92 495 170 475

Tax Invoice

Tim Neville
tim@search-x.com.au

Ref FORM 33
Re Lot 152 NORTH LAKES VIEWS CTS 42279
Fee 114.10 Paid

Above Fee includes GST

Please find enclosed Form 33 - Body Corporate Certificate as requested pursuant to Section 205 of the Body Corporate and Community Management Act 1997.

This Certificate does not include the 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.

Could the parties attending to settlement ensure that all outstanding levies are adjusted at settlement and forwarded to SSKB urgently together with the prescribed Form advising of the transfer details to ensure the owner's information is recorded in the body corporate records and they are not disadvantaged by loss of discount and/or interest charges.

Please ensure settlement payments are done via the following:

Biller Code: 74625
Account Number: 972012961

A search of the Body Corporate records should also be carried out to determine if a general meeting has been held or is due to be held which may affect the information provided.

Yours faithfully,
SSKB

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 14/08/2025

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

NORTH LAKES VIEWS

CTS No. **42279**

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: **Tania Stewart**

Phone: **07 3010 5555**

Company: **SSKB (Brisbane) Pty Ltd**

Email: **sskb@sskb.com.au**

Accessing records

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

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **152**

Plan type and number: **243130**

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

The community management statement includes the complete set of by-laws that apply to the scheme.

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
26/11/10		REFER CMS	REFER CMS

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: **1.00**

Total contribution schedule lot entitlements for all lots: **200.00**

Interest schedule

Interest schedule lot entitlement for the lot: **30.00**

Total interest schedule lot entitlements for all lots: **6,276.00**

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 **152** for the current financial year: \$ **\$3,575.00**

Number of instalments: **4** (outlined below)

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/02/25	662.50	596.25	12/12/24
01/05/25	662.50	596.25	24/03/25
01/08/25	1,125.00	1,012.50	02/07/25
01/11/25	1,125.00	1,012.50	
01/02/26	893.75	804.37	
01/05/26	893.75	804.37	
Amount overdue			Nil
Amount Unpaid including amounts billed not yet due			\$0.00

Sinking fund contributions

Total amount of contributions (before any discount) for lot **152** for the current financial year: \$ **\$525.00**

Number of instalments: **4** (outlined below)

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/02/25	131.25	118.12	12/12/24
01/05/25	131.25	118.12	24/03/25
01/08/25	131.25	118.12	02/07/25
01/11/25	131.25	118.12	
01/02/26	131.25	118.12	
01/05/26	131.25	118.12	
Amount overdue			\$0.00
Amount Unpaid including amounts billed not yet due			\$0.00

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): %

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**
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): %

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**
Amount Unpaid including amounts billed not yet due **Nil**

Other contributions

	Due date	Amount due	Amount due if discount applied	Paid
Insurance Levy	01/02/25	182.10	182.10	12/12/24
Insurance Levy	01/05/25	182.10	182.10	24/03/25
Insurance Levy	01/08/25	236.70	236.70	02/07/25
Insurance Levy	01/11/25	236.70	236.70	
Insurance Levy	01/02/26	209.40	209.40	
Insurance Levy	01/05/26	209.40	209.40	

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
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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 \$0.00)	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: 01/02/22

Current sinking fund balance (as at date of certificate): \$ 360,771.29

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
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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
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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 SUU/CGU	06S0240426	87,638,400.00	116,520.49	15/08/26	2,000 All Claims+ As per Policy wording 10,000 Burst Pipes & Water Damage
PUBLIC LIABILITY SUU/CGU	06S0240426	20,000,000.00	Included	15/08/26	2,000 All Claims+ As per Policy wording
VOLUNTARY WORKERS SUU/CGU	06S0240426	200,000/2,000	Included	15/08/26	2,000 All Claims+ As per Policy wording
OFFICE BEARERS SUU/CGU	06S0240426	5,000,000.00	Included	15/08/26	2,000 All Claims+ As per Policy wording
FIDELITY GUARANTEE SUU/CGU	06S0240426	100,000.00	Included	15/08/26	2,000 All Claims+ As per Policy wording
MACHINERY BREAKDOWN SUU/CGU	06S0240426	100,000.00	Included	15/08/26	2,000 All Claims+ As per Policy wording
LOSS OF RENT SUU/CGU	06S0240426	13,145,760.00	Included	15/08/26	2,000 All Claims+ As per Policy wording
BUILDING CATASTROPHE SUU/CGU	06S0240426	13,145,760.00	Included	15/08/26	2,000 All Claims+ As per Policy wording
STAMP DUTY/OTHER SUU/CGU	06S0240426	0.00	23,572.55	15/08/26	2,000 All Claims+ As per Policy wording

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: NLV Management & Sales

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

Yes - Name of authorised letting agent: NLV Management & Sales

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 SSKB (Brisbane) Pty Ltd

Positions/s held Body Corporate Manager

Date 14/08/2025



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

CONTRACTS REGISTER

NORTH LAKES VIEWS CTS 42279

Administration							
Contractor Name and Address SSKB (Brisbane) Pty Ltd Level 6 Icon Place 270 Adelaide St BRISBANE QLD 4000		Details of Duties Strata Management		Delegated Powers Secretary/Treasurer		Basis of Remuneration \$105 Sec Fee per lot per annum plus Disbursements \$40 per lot per annum plus GST payable quarterly in advance	
Commencement Date	01/07/23	Expiry Date	30/06/25	Copy of Agreement on File	Y	Termination Date	
Term of Contract	2 Years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Caretaker/Letting							
Contractor Name and Address NLV Management & Sales Unit 60, North Lake Views 1757 Anzac Avenue Mango Hill		Details of Duties		Delegated Powers		Basis of Remuneration Per Lot	
Commencement Date	29/06/11	Expiry Date	28/06/41	Copy of Agreement on File	Y	Termination Date	
Term of Contract	25 Years			Options			
Estimated Cost of Contract	76230.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Work Cover							
Contractor Name and Address Workcover QLD GPO BOX 2772 BRISBANE QLD 4001		Details of Duties		Delegated Powers		Basis of Remuneration .	
Commencement Date	01/07/25	Expiry Date	30/06/26	Copy of Agreement on File		Termination Date	
Term of Contract	Policy: WSM230907173			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Contractor Name and Address		Details of Duties		Delegated Powers		Basis of Remuneration	
Commencement Date		Expiry Date		Copy of Agreement on File		Termination Date	
Term of Contract				Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Contractor Name and Address		Details of Duties		Delegated Powers		Basis of Remuneration	
Commencement Date		Expiry Date		Copy of Agreement on File		Termination Date	
Term of Contract				Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

"NORTH LAKES VIEWS" CTS No. 42279

SCHEDULE C BY-LAWS**"NORTH LAKES VIEWS" COMMUNITY TITLES PLAN NO 42279****Noise**

1. The 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.

Vehicles

2. (1) The 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 common property; or
 - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property
- (2) An approval under subsection (1) must state the period for which it is given.
- (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

Obstruction

3. The occupier of a lot must not obstruct the lawful use of the common property by someone else.

Damage to lawns etc.

4. (1) The 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; or
 - (b) use a part of the common property as a garden.
- (2) An approval under subsection (1) must state the period for which it is given.
- (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

Damage to common property

5. (1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- (2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- (3) The owner of a lot must keep a device installed under subsection (2) in good order and repairs.
- (4) The owner of the subject site shall ensure that the landscaping (established by the developer in accordance with the approved Landscape Establishment and Maintenance Plan) is maintained in good order to ensure healthy and vigorous plant growth that satisfies the objectives of the Landscape Establishment and Maintenance Plan.
- (5) The Body Corporate is to maintain the landscaping in a healthy state at all times. Failed vegetation shall be replaced immediately.

Leaving of rubbish etc. on the common property

6. The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the peaceful enjoyment of another lot or the common property.

Appearance of lot

"NORTH LAKES VIEWS" CTS No. 42279

7. (1) The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- (2) The occupier of a lot must not, without the body corporate's written approval:
- (a) hang washing, bedding or other cloth article if the article is visible from another lot or the common property, or from outside the scheme land;
 - (b) or display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

Storage of flammable liquids

8. (1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.
- (2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- (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.

Garbage disposal

9. (1) All rubbish shall be stored, collected, and disposed of and/or recycled to the satisfaction of the local government.
- (2) The occupier of a lot must:
- (a) comply with all local government local laws about disposal of garbage; and
 - (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.
- (3) Nominated Bin wash areas shall not be used as bin storage areas.
- (4) All bins are to be stored in the nominated storage areas and shall not be left on the kerb of any internal and/or external roadway for extended periods after waste collection has occurred.

Keeping of animals

10. (1) Subject to section 181 of the Act, the occupier of a lot must not, without the body corporate's written approval:
- (a) bring or keep an animal on the lot or the common property; or
 - (b) permit an invitee to bring or keep an animal on the lot or the common property.
- (2) The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.

Other common property

11. (1) The pathways, drives and other common property shall not be obstructed by any owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of a owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. The occupier of a lot shall not:
- (a) permit any invitees' vehicles, boats or jet skis to be parked on the driveway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the common property, and shall use such area only for its intended purpose of casual parking;
 - (b) permit major mechanical work of any nature to be carried out on any vehicle in the driveway;

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- (c) permit the riding of skateboards, roller blades, skates, carts or any other similar means of transport on or over the common property, in driveways or on footpaths.
- (2) Notwithstanding by laws 2.1(a) and 11(1), where applicable and available, the owners or occupiers of townhouse lots can park one car on that part of the common property in front of their garage door as is a driveway.

Correspondence

- 12. All complaints or applications to the body corporate or its Committee shall be addressed in writing to the secretary or the body corporate manager of the body corporate.

Right of Entry

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

Display Unit

- 14. While RAIN TREE GLEN PTY LTD ACN 107 036 135 remains the owners of any lot, it and its officers, servants and/or agents shall be entitled to use any lot of which they remain owners as a display lot and shall be entitled to allow prospective purchasers to inspect any such lot and for such purposes shall be entitled to use such signs advertising or display material in or about the lot and common property as it thinks fit, such signs shall be attractive and tasteful having regard to the general appearance of the development, and shall not at any time, and from time to time, be more in terms of number and size than is reasonably necessary.

Use of Lots

- 15.1 Subject to by law 15.2, the owner or occupier of a lot shall not use that lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the parcel.
- 15.2 Provided the owner of proposed lot 117 (in stage 2) ("the Caretaker's Lot") has the written approval of the Body Corporate and any necessary governmental or semi-governmental consents, then the Caretaker's Lot may be used both for residential purposes and for the purpose of management of the Development and letting of Lots on behalf of the Owners and for the rendering of services to the occupants of Lots. The Owners or Occupiers of the Caretaker's Lot may without the consent of the Committee display signs or notices for the purpose of offering for lease or for the letting of any Lot and the provision of services to occupants of Lots.
- 15.3 Pending completion of construction of the Proposed Caretaker's Lot, the Caretaker may be entitled to occupy and reside in any lot within the first stage of the development that is acquired by, or made available for the caretaker.
- 15.4 Insofar as it is lawful to do so, the Body Corporate must:
 - (1) not unreasonably or unlawfully interfere with any services provided by the Caretaker
 - (2) not grant or authorise any other person or corporation to conduct any services provided by the Caretaker or any business of a similar nature on or from the Common Property and nor shall the Body Corporate conduct any such business itself whether directly or indirectly;
 - (3) not make any part of the Common Property available to any person or corporation for the purpose of conducting any such business or any business of a similar nature;
 - (4) use all reasonable endeavours to effect a termination of a competing business or service, in the event that a person or corporation other than the Caretaker attempts to use any part of the Common Property for the purpose of conducting a business or service in competition with the business of or services provided by the Caretaker; and
 - (5) permit or authorise the Caretaker to display signs or notices on the Common Property in connection with the business or services provided by the Caretaker.

Radios

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16. The owner or occupier of a lot shall not operate or permit to be operated upon the parcel any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the common property or in any other lot.

Infectious Disease

17. In the event of any infectious disease which may require notification by virtue of any Statute Regulation or Ordinance happening in any lot the owner or occupier of such lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses incurred by the Committee of disinfecting the lot and any part of the common property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

Maintenance of Lots

18. (1) Each owner shall be responsible for the maintenance of his lot and shall ensure that his lot is so kept and maintained as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise.
- (2) An owner or occupier of a lot shall ensure that his car space is kept neat and tidy and that the appearance of the car space does not detract from the appearance of the complex.

Water closets

19. The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or other rubbish or other unsuitable substance shall be deposited therein. Any damaged or blockage resulting to such water closets conveniences water apparatus waste pipes and drains from misuse or negligence shall be borne by the owner whether the same is caused by his own actions or those of his servants agents licensees or invitees.

Replacement of Glass

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

Copy of by-laws

21. Where any lot or common property is leased or rented, otherwise than to a owner of a lot, the lessor or, as the case may be, landlord shall produce or cause to be produced to the lessee or tenant for his inspection a copy of the by-laws for the time being in force in respect of the plan.

Behaviour of Invitees

22. (1) An owner or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- (2) The owner or occupier of a lot shall be liable to compensate the body corporate in respect of all damage to the common property or personal property vested in it caused by such owner or occupier or their invitees.
- (3) The owner of a lot which is the subject of a lease or license agreement shall take all reasonable steps, including any action available to him under any such lease or license agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws,
- (4) The duties and obligations imposed by these By-laws on a owner or occupier of a lot shall be observed not only by the owner or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such owner or occupier.
- (5) Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these By-laws by any owner or occupier of a lot or the guests, servants, employees, agents, children, invitees, or licensees of the owner or occupier of a lot or any of them, the Committee shall be entitled to

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recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

Debt Recovery

23. (1) The owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including Solicitor and own client costs) such amount to be deemed a liquidated debt incurred in:
- (a) recovering levies or monies duly levied upon that owner by the Body Corporate or otherwise payable to the Body Corporate pursuant to the Body Corporate & Community Management Act 1997 or pursuant to the By-laws of the Body Corporate;
 - (b) all proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the owner or the lessee or occupier of the owner's lot, including but not limited to, applications for an Order by the Referee, appeals to the Tribunal and Appeals to the Court.
- (2) In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may:
- (a) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and may
 - (b) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's lot failing which the purchaser of such lot shall be liable to the Body Corporate for the payment of same.

Notice of accident or defect

24. A owner or occupier of a lot shall as soon as practicable after becoming aware of any defect in the common property or in any personal property vested in the Body Corporate or of any accident associated therewith given notice to the Secretary or to the Body Corporate Manager of the Body Corporate.

Notices

25. A owner or occupier of a lot his servants agents licensees and invitees shall observe the terms of any notice displayed in the common area by authority of the of the Body Corporate or of any statutory authority.

Submission of Motions

26. That the Committee of the Body Corporate be empowered to submit motions to general meetings of the Body Corporate.

Rainwater Management Plan

27. The Body Corporate shall ensure the following Rainwater Tank Management Plan is implemented:

RAINWATER SYSTEM INSPECTION	Frequency
Roof catchment — roof and flashings checked for defects and repairs, overhanging branches removed.	6 months
Gutter and Downpipes — Clean gutters, removing leaves and debris.	3 months
Clean leaf guards on rainheads. Check mosquito screens in rainheads.	Oct—March monthly & April—Sept quarterly
First flush device — remove rubbish collected in device, check where first flush drain is discharging. Is drain causing a nuisance, erosion?	3 months
Rainwater tank overflow — Where is overflow discharging. Is it causing a nuisance—erosion? Check mosquito screen on tank overflow outlet. If tank overflow leaking in dry weather check trickle top up valve for failure.	Oct—March monthly & April—Sept quarterly

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If stormwater drainage is wet system, drain stagnate water from access relief point.	6 months
TANK INSPECTION	
Rainwater tank inspection — check for defects, cracks, mosquito proof screens adequate, openings have close fitting lids.	6 months
Check for signs of mosquitoes and larvae.	6 months
Rainwater tank support — if on stand or concrete slab structural integrity of support.	1 year
Check level of sediment in the tank. Use battery torch shine through tank access hole for inspection, regular monitoring of the water quality — colour, signs of sediments. (Commercial contractors — tank vacuum cleaners available)	2 years
WATER SUPPLY INSPECTION	
Check tank water quality — must be clear, no taste or smell. If unsure of quality, arrange for water quality test at Councils Laboratory.	6 months
Check rainwater taps have correct signage installed.	6 months
If water filters installed — regular cleaning and replacement is required.	As per manufacturers req.
PUMP INSPECTION	
Pump noise check — if excessive this may indicate bearing failure or rubbing of internal components, contact pump manufacturer or service person to service.	6 months
Pump acoustic enclosure is adequate.	6 months
Pump pressure cell — air pressure is checked (refer pump manufacturers specifications).	6 months
Pump leaks — check for water around pump, if leaking this will or rubbing of internal components, contact pump manufacturer or service person to service.	6 months

Stormwater Quality Improvement Devices Maintenance Plan

28. The Body Corporate shall ensure the following Stormwater Quality Improvement Devices Maintenance Plan is implemented:

PURPOSE OF VISIT	FREQUENCY	J	A	S	O	N	D	J	F	M	A	M	J
Routine Inspection	6/year		X		X		X		X		X		X
Annual Inspection	1/year								X				
Routine Maintenance	3/year				X				X				X
Resetting Of System		As required											

THE ABOVE SCHEDULE IS A GUIDELINE ONLY. ROUTINE CLEAN OUT OF SEDIMENT SHOULD BE SCHEDULED BASED ON THE OUTCOME OF ROUTINE INSPECTION.

INSPECTION**1.0 Routine Inspection**

- 1.1 Routine inspection should be carried out on a regular basis. The purpose of the inspection is to check weed invasion and to indicate when further maintenance of the bio-retention filter is required.

"NORTH LAKES VIEWS" CTS No. 42279

- 1.2 Inspection should include checking for sediment accumulation at inflow points, litter, erosion, traffic damage, vegetation condition and evidence of ponding.
- 1.3 Maintenance Form should be completed and kept on record.
- 2.0 Annual Inspection**
- 2.1 Once a year, the condition of the bio-retention filter should be closely inspected. Any damage or problems should be noted on the Maintenance Form for action by contractor.

ROUTINE MAINTENANCE**3.0 Purpose**

- 3.1 Routine Maintenance of the bio-retention filter involves weed control and collection of litter and minor remedial works as required by inspection.

4.0 Weed Management

- 4.1 If weeds have been observed during routine inspection, these weeds should be removed for the bioretention filter.
- 4.2 The aim is to remove the weed including the roots when the weeds are less than three months, otherwise weed infestation occurs rapidly and is difficult to control.
- 4.3 Herbicides should not be used as they would contaminate the outflow.
- 4.4 Weeds should be disposed of offsite at an appropriate waste management facility.
- 4.5 Replant approved plant species, where necessary, in areas that have been extensively weeded.

5.0 Litter Management

- 5.1 Remove and dispose of litter in and around the bio-retention filter.

6.0 Remedial Works

- 6.1 Routine Inspection may detect minor damage to the wetland system after storms that should be repaired. This may include erosion at inlet or outlet of system. Any minor works required to maintain visual amenity of the filter area should also be carried out during routine maintenance.

RESETTING OF SYSTEM**7.0 Cleanout of Sediment**

- 7.1 Routine inspections may detect evidence of clogging of the filter medium, or of ponding. The filter medium will need to be replaced in order to ensure the efficient working of the bio-retention filter.
- 7.2 Once the filter medium (sandy loam) has been removed, check the integrity of the permeable geotextile lining, drainage layers and AG line. Replace each as necessary.
- 7.3 Replace filter medium with new material.
- 7.4 Remove all replaced material from site and dispose of appropriately.
- 7.5 The bio-retention filter should then be reset to its original condition, including replanting. The site should be left clean and tidy.

Exclusive Use**29. Courtyard**

The proprietor for the time being of the lot referred to in the first column of Schedule E hereto shall be entitled to the exclusive use and enjoyment of that part of the common property marked with the letter referred to in the second column of Schedule E as shown on the plan annexed hereto and marked "Plan of exclusive use areas in common property on SP 243130" or "Plan of exclusive use areas in common property on SP 262128" for identification on the following conditions:

- (i) The owner shall not construct any structure in his courtyard without obtaining the consent of the body corporate;
- (ii) The owner is responsible for the expense of keeping his courtyard in a clean and tidy condition and, failing that, the body corporate may do so at the owner's expense;

"NORTH LAKES VIEWS" CTS No. 42279

- (iii) The owner must allow the body corporate access to the courtyard to enable inspection and maintenance if necessary.

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

Statutory Easements

Pursuant to Section 66(1)(d)(iii) of the *Body Corporate and Community Management Act 1997*, each of the following lots and common property is subject to and has the benefit of the following easements:

LOTS ON PLAN OR COMMON PROPERTY	STATUTORY EASEMENT	SERVICE LOCATION DIAGRAM AND SERVICE EASEMENTS
Common Property of "NORTH LAKES VIEWS" CTS 42279	Electrical, Sewerage, Water, Telstra, Stormwater, Fire Service, Support, Shelter & Projection	Services Location Diagram SP 243130 dated 23.11.2010 (6 pages) and Services Location Diagram SP 262128 dated 1.7.2013 (3 pages)
All lots in the scheme as shown in Schedule A (and all proposed lots as shown in Schedule B)	Support, Water, Electricity, Gas, Computer Data and Television, Telephone Service, Sewer, Drainage, Shelter, Projections and Maintenance.	N/A

Services Location Diagram - Attached as Services Location Diagram SP 243130 and SP 262128

Development Works for Progressive Development

- To facilitate the progressive development of North Lakes Views CTS 42279 (as referred to in Schedule B), the original owner may, at any time, enter onto North Lakes Views CTS or the common property and any lot in North Lakes Views CTS 42279 to undertake works of any kind for the purposes of completing the development of North Lakes Views CTS including establishing utility infrastructure and utility services (and connections) and carrying out the following works:
 - excavation and general earthworks;
 - the construction of common property areas (including roads); and
 - the construction on the common property of such improvements and facilities as may be considered necessary by the original owner to establish utility infrastructure and utility services,
 (all of which works are collectively called the "Development Works")
- The original owner may bring upon the Scheme Land any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the Development Works.
- The original owner shall use reasonable endeavours to ensure that the Development Works will be carried out in a manner which minimises (so far as is practicable) the inconvenience (if any) caused to the Body Corporate or to the owners and Occupiers of lots in North Lakes Views CTS 42279.
- The Body Corporate and each owner and Occupier of lots in the Scheme agree not to take any objection or make any claim against the original owner in respect of any noise, dust, traffic or nuisance of any type which may arise in connection with the Development Works.
- The Body Corporate and each owner and Occupier of the lots in the Scheme agree that the original owner shall be entitled to full free and uninterrupted access over and to the common property and to any lot to carry out and undertake the Development Works.
- The Body Corporate and each owner and Occupier of the lots in North Lakes Views CTS 42279 agree that the original owner may cordon or close off areas of the common property to allow the Development Works to be undertaken.
- The terms "utility infrastructure" and "utility services" have the meaning assigned to them in the *Body Corporate and Community Management Act 1997*. The term "original owner" means Rain Tree Glen Pty Ltd ACN 107 036

NORTH LAKES VIEWS CTS 42279

1 Linear Drive Mango Hill QLD 4509

BALANCE SHEET

AS AT 14 AUGUST 2025

	ACTUAL 14/08/2025	ACTUAL 31/01/2025
<u>OWNERS FUND</u>		
Administrative Fund	(51,585.72)	(152,950.17)
Sinking Fund	360,771.29	343,239.92
<u>TOTAL</u>	<u>\$ 309,185.57</u>	<u>\$ 190,289.75</u>
 <u>THESE FUNDS ARE REPRESENTED BY</u>		
 <u>CURRENT ASSETS</u>		
Cash At Bank	151,899.79	197,903.97
Mbl At Call Account	103,462.21	102,099.98
Contributions Billed Not Due	0.00	196,845.32
Prepayments Contributions	10,135.34	13,954.78
Contributions In Arrears	33,458.40	6,243.13
Other Arrears	8,667.43	3,723.43
Sundry Debtors	976.94	1,253.26
Prepaid Expenses	0.00	110,431.87
<u>TOTAL ASSETS</u>	<u>308,600.11</u>	<u>632,455.74</u>
 <u>LIABILITIES</u>		
G S T Clearing A/C	(20,813.39)	(6,425.92)
P A Y G Clearing A/C	130.81	68.71
Creditors	748.00	35,931.36
Next Year Discount	0.00	(12,938.94)
Contributions Billed Not Due	0.00	178,950.30
Prepayments Contributions	9,213.78	12,686.01
Contributions In Advance	10,135.34	143,776.03
Other Payments In Advance	0.00	30,800.50
Accrued Expenses	0.00	59,317.94
<u>TOTAL LIABILITIES</u>	<u>(585.46)</u>	<u>442,165.99</u>
 <u>NET ASSETS</u>	<u>\$ 309,185.57</u>	<u>\$ 190,289.75</u>

NORTH LAKES VIEWS CTS 42279

1 Linear Drive Mango Hill QLD 4509

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2025 TO 14 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	01/02/25-14/08/25	01/02/25-31/01/26	01/02/24-31/01/25
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Contributions - Admin Fund	445,454.55	650,000.00	481,818.20
Discount - Admin Fund	(38,429.58)	(65,000.00)	(41,495.33)
Interest On Overdue Levies	658.26	0.00	2,336.20
<u>TOTAL ADMIN. FUND INCOME</u>	407,683.23	585,000.00	442,659.07
<u>EXPENDITURE - ADMIN. FUND</u>			
Audit Fees	0.00	0.00	5,615.00
Bank Charges	149.90	150.00	149.34
Tax Agents Fee	0.00	500.00	500.00
Administration - Base Fee	14,541.24	22,220.00	21,543.36
Administration - F F S	4,052.21	5,000.00	5,301.75
Fire Control Expenses	879.00	3,000.00	2,804.50
Cleaning	2,720.00	2,500.00	2,500.00
Cleaning - Materials	31.56	100.00	97.17
Cleaning - Waste Management	0.00	2,000.00	0.00
Electricity/Utilities	5,849.22	11,000.00	10,120.14
Fees & Permits No Gst	902.67	1,200.00	1,141.50
Insurance/Other	147,859.54	23,704.56	33,697.99
Insurance Building	79,433.13	159,298.14	143,097.97
Insurance Renewal Recovery	(150,641.36)	(159,298.14)	(138,585.49)
Insurance Stamp Duty	20,379.82	16,470.25	16,200.39
Work Cover	173.16	175.00	173.16
Work Cover - Stamp Duty	9.52	10.00	9.52
Insurance Claims/Reimbursement	0.00	0.00	(2,675.45)
Insurance Claims/Excess	215.00	0.00	3,480.00
Onsite Management	136,588.78	346,770.00	326,943.67
Pest Control	6,268.19	15,000.00	14,852.73
Communication & Disbursements	5,539.51	8,500.00	8,207.00
Communication/Disb'ments-F F S	3,251.15	900.00	1,341.04
Water Rates	8,194.85	11,000.00	22,395.56
R & M Building	7,899.56	4,000.00	4,102.16
R & M Electrical	3,278.89	2,500.00	986.14
R & M Gardens & Grounds	235.73	5,000.00	7,126.79
R & M Plumbing	2,754.79	5,000.00	4,386.76
R & M Pool	480.81	1,500.00	1,058.09

C/- SSKB
P O Box 8319, GCMC QLD 9726 Australia
Client Solutions Ph: (07) 5504 2000 Fax : (07) 5504 2001

NORTH LAKES VIEWS CTS 42279

1 Linear Drive Mango Hill QLD 4509

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2025 TO 14 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	01/02/25-14/08/25	01/02/25-31/01/26	01/02/24-31/01/25
Pool Chemicals	1,860.89	3,000.00	2,950.93
Sundry Expenses	0.00	500.00	499.09
Consultants	0.00	2,500.00	2,500.00
Telephone	668.16	2,200.00	2,018.08
Bas/las Lodgement Fees	600.00	1,200.00	1,200.00
Stratamax Licensing Fee	1,852.86	3,737.00	3,596.08
Prior Year Adjustment	0.00	0.00	42,615.52
Levy Recovery Cost Write-Off	290.00	0.00	290.00
<u>TOTAL ADMIN. EXPENDITURE</u>	306,318.78	501,336.81	552,240.49
<u>SURPLUS / DEFICIT</u>	<u>\$ 101,364.45</u>	<u>\$ 83,663.19</u>	<u>\$ (109,581.42)</u>
Opening Admin Balance	(152,950.17)	(152,950.17)	(43,368.75)
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ (51,585.72)</u>	<u>\$ (69,286.98)</u>	<u>\$ (152,950.17)</u>

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NORTH LAKES VIEWS CTS 42279

1 Linear Drive Mango Hill QLD 4509

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2025 TO 14 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	01/02/25-14/08/25	01/02/25-31/01/26	01/02/24-31/01/25
<u>SINKING FUND</u>			
<u>INCOME</u>			
Contributions - Sinking Fund	71,590.92	95,454.56	95,454.56
Discount - Sinking Fund	(6,184.33)	(9,545.45)	(8,218.14)
Interest Received	1,365.63	0.00	3,100.82
<u>TOTAL SINKING FUND INCOME</u>	66,772.22	85,909.11	90,337.24
<u>EXPENDITURE - SINKING FUND</u>			
Building	1,080.00	16,000.00	3,066.27
Building Repairs	0.00	10,000.00	30,003.63
Building Exterior	31,500.00	150,000.00	0.00
Electrical	0.00	5,000.00	408.00
Fences & Gates	3,216.95	5,000.00	1,011.37
Gardens & Grounds	8,000.00	25,000.00	10,258.53
Plumbing	0.00	15,000.00	0.00
Pool	0.00	5,000.00	5,545.16
Purchased Assets	0.00	35,000.00	0.00
Fire Control Expenses	5,038.00	6,000.00	5,196.81
Income Tax	343.80	0.00	0.50
Instalment Tax	62.10	0.00	270.71
Prior Year Adjustment	0.00	0.00	398.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	49,240.85	272,000.00	56,158.98
<u>SURPLUS / DEFICIT</u>	\$ 17,531.37	\$ (186,090.89)	\$ 34,178.26
Opening Sinking Fund Balance	343,239.92	343,239.92	309,061.66
<u>SINKING FUND BALANCE</u>	\$ 360,771.29	\$ 157,149.03	\$ 343,239.92

C/- SSKB
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NORTH LAKES VIEWS CTS 42279

1 Linear Drive
Mango Hill QLD 4509

INSURANCE DETAILS

14 August 2025

<u>Type</u>	<u>Insurer</u>	<u>Policy No</u>	<u>Sum Insured</u>	<u>Due Date</u>
BUILDING	Suu/Cgu	06S0240426	87,638,400	15/08/26
PUBLIC LIABILITY	Suu/Cgu	06S0240426	20,000,000	15/08/26
VOLUNTARY WORKERS	Suu/Cgu	06S0240426	200,000/2,000	15/08/26
OFFICE BEARERS	Suu/Cgu	06S0240426	5,000,000	15/08/26
FIDELITY GUARANTEE	Suu/Cgu	06S0240426	100,000	15/08/26
MACHINERY BREAKDOWN	Suu/Cgu	06S0240426	100,000	15/08/26
LOSS OF RENT	Suu/Cgu	06S0240426	13,145,760	15/08/26
BUILDING CATASTROPHE	Suu/Cgu	06S0240426	13,145,760	15/08/26
STAMP DUTY/OTHER	Suu/Cgu	06S0240426	0.00	15/08/26



Vendor/s

KEELI ANN HUNTER

Property Address

UNIT 152 1 LINEAR DR, MANGO HILL QLD 4509

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)*

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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.