

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99
Form 2, Version 1 | Effective from: 1 August 2025

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

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

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

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

Part 1 – Seller and property details

Seller	JONATHAN MAXWELL COOPER & DARCEY ALICE READ
Property address (referred to as the "property" in this statement)	34/2 INLAND DRIVE TUGUN QLD 4224
Lot on plan description	34 SP210731

Community titles scheme or BUGTA scheme:	Is the property part of a community titles scheme or a BUGTA scheme: <input checked="" type="checkbox"/> Yes <i>If Yes, refer to Part 6 of this statement for additional information</i>	<input type="checkbox"/> No <i>If No, please disregard Part 6 of this statement as it does not need to be completed</i>
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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 <i>Land Title Act 1994</i> showing interests registered under that Act for the property. A copy of the plan of survey registered for the property.	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> Yes
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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> <p>» the start and end day of the term of the lease: <input type="text" value="Insert date range"/></p> <p>» the amount of rent and bond payable: <input type="text" value="Insert amount of rent and bond"/></p> <p>» whether the lease has an option to renew: <input type="text" value="Insert option to renew information"/></p> <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is 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> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property</p> </div>
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> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>RIGHTS AND INTERESTS RESERVED TO THE CROWN BY DEED OF GRANT NO. 11299052 (POR 61) DEED OF GRANT NO. 11651027 (POR 49)</p> </div>
Residential tenancy or rooming accommodation agreement	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <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> <div style="border: 1px solid black; padding: 5px; width: fit-content;">MEDIUM DENSITY RESIDENTIAL ZONE</div>		
Transport proposals and resumptions	<p>The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>		
Contamination and environmental protection	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The following notices are, or have been, given:</p> <p>A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
Trees	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>		
Heritage	<p>The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
Flooding	<p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.</p>		
Vegetation, habitats and protected plants	<p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.</p>		

Part 4 – Buildings and structures

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

Swimming pool	There is a relevant pool for the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Pool compliance certificate is given.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	OR		
	Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input 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: <input type="text" value="\$1,173.82"/> Date Range: <input type="text" value="01/07/25 - 31/12/25"/>
	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: <input type="text" value="\$354.82"/> Date Range: <input type="text" value="29/03/25 - 26/06/25"/>
	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	The property is included in a community titles scheme. (If Yes, complete the information below)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. 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.	<input checked="" type="checkbox"/> Yes	
Body Corporate Certificate	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. If No — An explanatory statement is given to the buyer that states: » 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.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No
Statutory Warranties	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.		

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme (If Yes, complete the information below)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Body Corporate Certificate	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. If No — An explanatory statement is given to the buyer that states: » 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. 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.	<input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Signatures – SELLER

Signed by:
Jonathan Maxwell Cooper

8B226E626A0D495...

Signature of seller

Jonathan Maxwell Cooper

Name of seller

18/8/2025

Date

Signed by:
D. Read

71D96B185412499...

Signature of seller

Darcey Alice Read

Name of seller

18/8/2025

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

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52982796
Search Date: 14/08/2025 12:54

Title Reference: 50780219
Date Created: 20/08/2009

Previous Title: 50759995

REGISTERED OWNER

Dealing No: 721951599 05/09/2022

JONATHAN MAXWELL COOPER
DARCEY ALICE READ JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 34 SURVEY PLAN 210731
Local Government: GOLD COAST
COMMUNITY MANAGEMENT STATEMENT 39676

EASEMENTS, ENCUMBRANCES AND INTERESTS

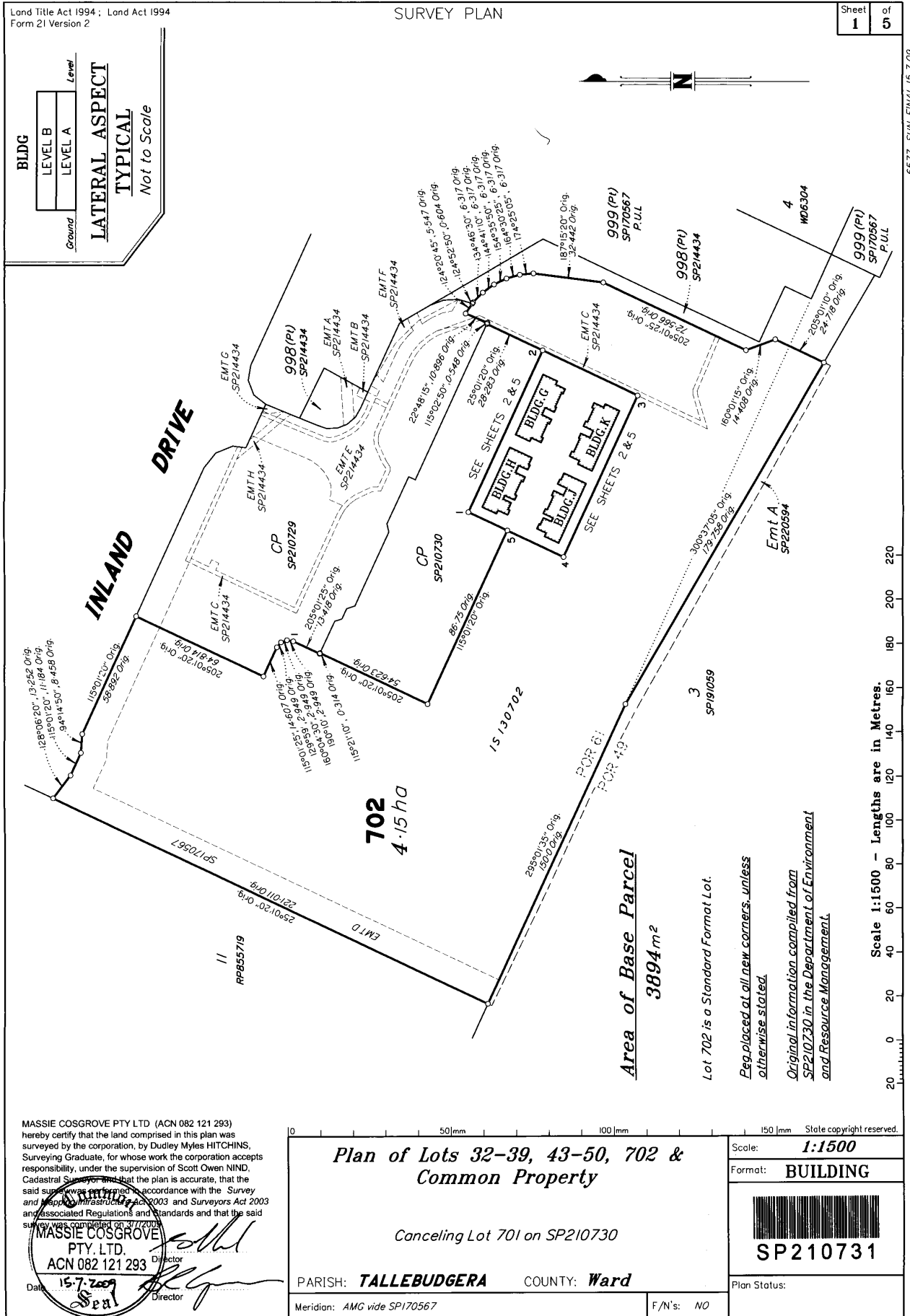
1. Rights and interests reserved to the Crown by
Deed of Grant No. 11299052 (POR 61)
Deed of Grant No. 11651027 (POR 49)
2. MORTGAGE No 721951600 05/09/2022 at 14:08
WESTPAC BANKING CORPORATION A.C.N. 007 457 141

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

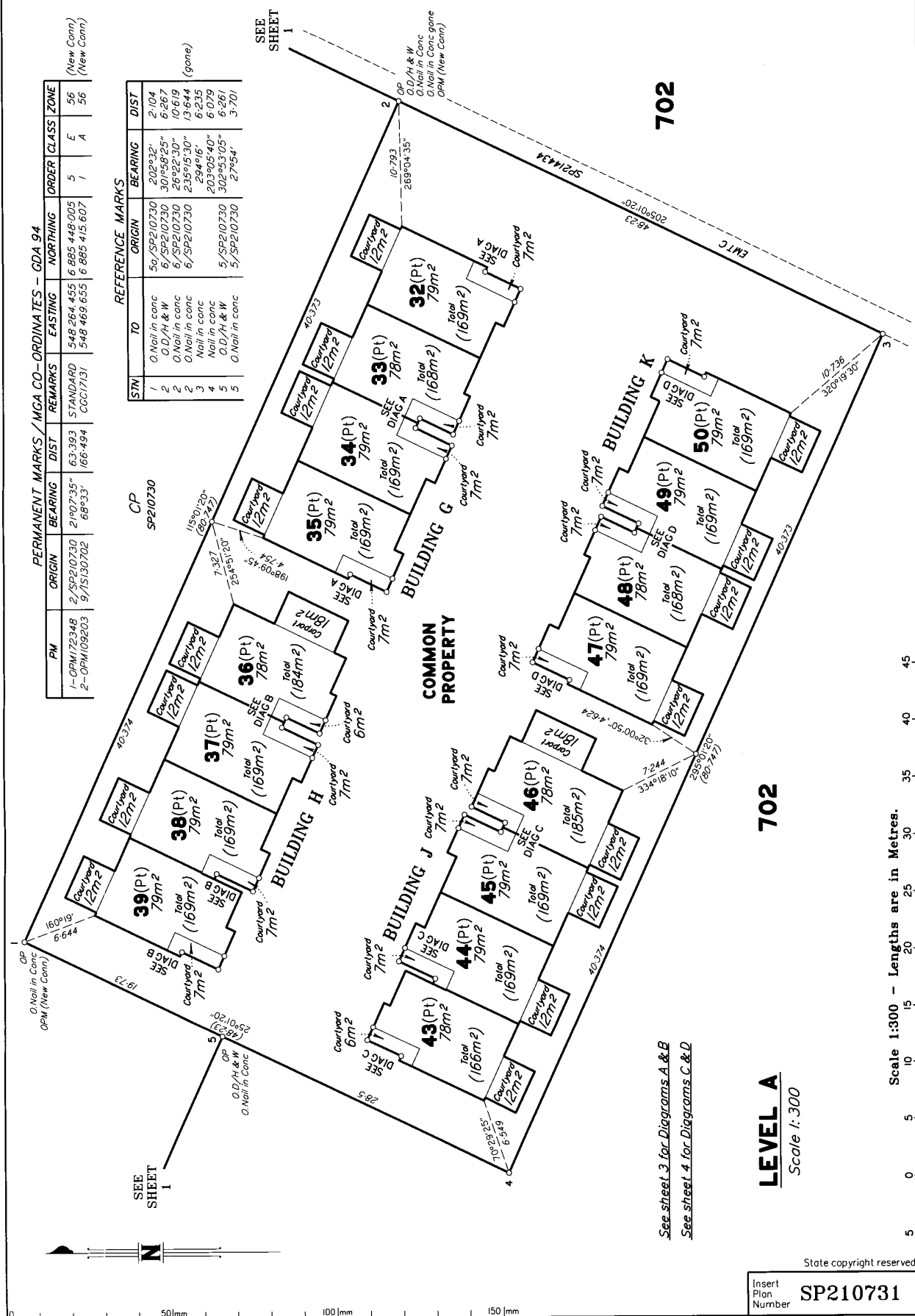
** End of Current Title Search **

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



PERMANENT MARKS / MGA CO-ORDINATES — GDA 94							
PN	ORIGIN	BEARING	DIST	REMARKS	EASTING	NORTHING	ORDER CLASS ZONE
1-OPM172348	2/SF210730	63°39'	63.393	STANDARD	548 264.455	6 885 448.005	5 E 56
2-OPM109203	9/TS130702	68°33'	66.494	CCC/7131	548 469.655	6 885 415.607	1 E 56

REFERENCE MARKS				
STN	TO	ORIGIN	BEARING	DIST
1	O Nail in conc	50°/SP210730	202°32'	2-104
2	O.D.H. & W	6°/SP210730	301°58'25"	6-567
2	O.D.H. in conc	6°/SP210730	262°22'	10619
2	O Nail in conc	6°/SP210730	239°46'	6-335
4	Nail in conc		203°39'54"	6-079
5	O Nail in conc	5°/SP210730	302°53'05"	6-261
5	O.D.H. & W		27°54"	3-701



6577-SUN FINAL 15.7 09

Scale 1:300 - Lengths are in Metres.

State copyright reserved

Insert
Plan
Number

SP210731

DIAGRAM A

Scale 1: 150

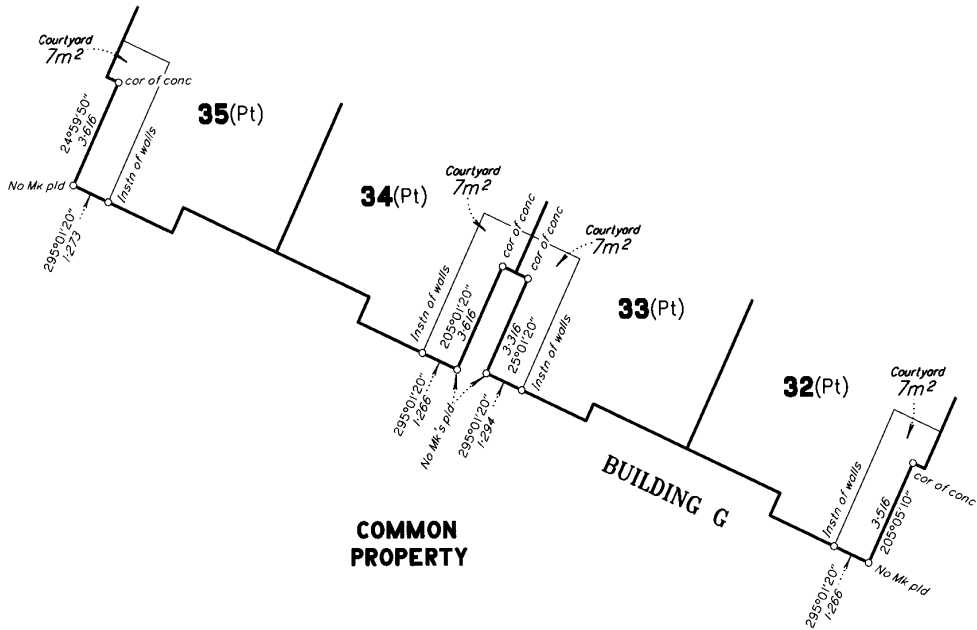
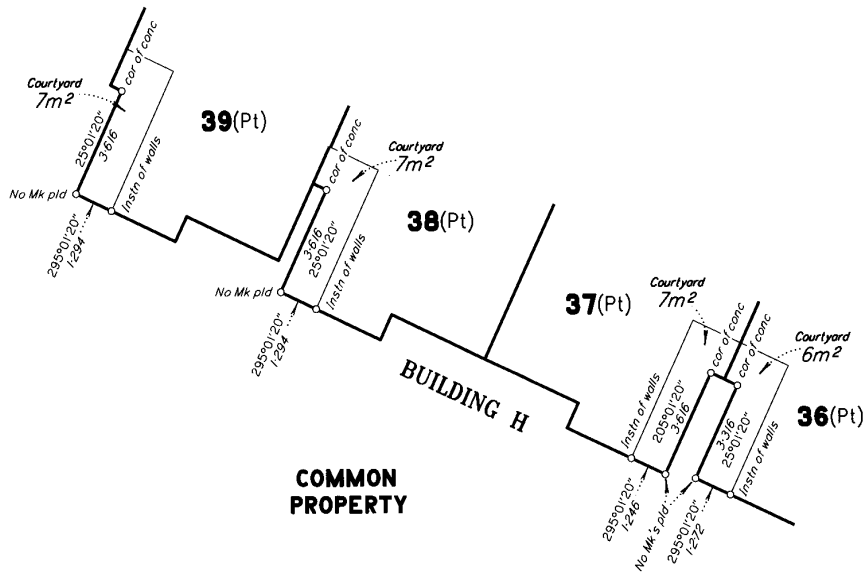


DIAGRAM B

Scale 1: 150



LEVEL B
Scale 1:300

Scale 1: 300

CP
SP210730

SEE
SHEET
1 -

SEE
SHEET

1

702

EMTC

COMMON PROPERTY

BUILDING C

BUILDING K

702

Denotes Level Below

Scale 1:300 - Lengths are in Metres.

State copyright reserved.

Insert
Plan
Number

SP210731

City Plan property report

Economy, Planning and Environment Directorate
Planning Enquiries Centre
City Development Branch
PO Box 5042 GOLD COAST MC QLD 9729
P: (07) 5582 8708
E: mail@goldcoast.qld.gov.au
W: cityofgoldcoast.com.au

Property Details

Property address

2 Inland Drive, TUGUN, 4224

Lot and Plan

34SP210731

Area

169 m²

City Plan content

Zone map

Residential zones category

Low density residential

Low density residential, Large lot precinct

Low density residential, Calypso Bay precinct

Medium density residential

Medium density residential, Calypso Bay precinct

High density residential

Centres zones category

Centre

Neighbourhood centre

Neighbourhood centre, West Burleigh historic township precinct

Recreation zones category

Sport and recreation

Sport and recreation, Bond University precinct

Sport and recreation, Bundall equestrian area precinct

Open space

Tourism zones category

Major tourism

Major tourism, Island resorts precinct

Major tourism, Sea World precinct

Major tourism, The Spit northern tourism precinct

Major tourism, The Spit eastern tourism precinct

Major tourism, The Spit southern tourism precinct

Major tourism, Wildlife park precinct

Environment zones category

Conservation

Industry zones category

Low impact industry

Low impact industry, Future low impact industry precinct

Medium impact industry

Medium impact industry, Future medium impact industry precinct

High impact industry

High impact industry, Future high impact industry precinct

Waterfront and marine industry

Waterfront and marine industry, The Spit marine industry precinct

Other zones category

Community facilities

Emerging community

Emerging community, Upper Coomera precinct

Extractive industry

Extractive industry, Extractive industry indicative buffer

Innovation

Innovation, Bond University precinct

Innovation, Gold Coast cultural precinct

Limited development (constrained land)

Mixed use

Mixed use, Bermuda Point precinct

Mixed use, Fringe business precinct

Rural

Rural, Rural landscape and environment precinct

Rural residential

Rural residential, Rural residential landscape and environment precinct

Special purpose

Special purpose, Special development areas precinct

Township

Township, Commercial precinct

Township, Large lot precinct

Unzoned

Property boundaries

Selected property

Applicable mapping content	Related City Plan content
Division	
Division 14 (view divisional contact details)	
Zones	
Medium density residential zone	Medium density residential zone code Tables of assessment: <ul style="list-style-type: none"> • Material change of use • Reconfiguring a lot • Building work • Operational work
Overlay maps	
Acid sulfate soils: <ul style="list-style-type: none"> • Land at or below 5m AHD 	Acid sulfate soils overlay code Tables of assessment: <ul style="list-style-type: none"> • Acid sulfate soils overlay
Acid sulfate soils: <ul style="list-style-type: none"> • Land at or below 20m AHD 	Acid sulfate soils overlay code Tables of assessment: <ul style="list-style-type: none"> • Acid sulfate soils overlay
Airport environs – Airservices Australia aviation facilities: <ul style="list-style-type: none"> • Airport infrastructure 	Airport environs overlay code Tables of assessment: <ul style="list-style-type: none"> • Airport environs overlay
Airport environs - Australia noise exposure forecast (ANEF) contour: <ul style="list-style-type: none"> • 2031 Australian Noise Exposure Forecast contour 	Airport environs overlay code Tables of assessment: <ul style="list-style-type: none"> • Airport environs overlay
Airport environs - lighting area buffer zones: <ul style="list-style-type: none"> • Lighting area buffer zones 	Airport environs overlay code
Airport environs- Obstacle Limitation Surface (OLS): <ul style="list-style-type: none"> • Obstacle Limitation Surface (OLS) 	Airport environs overlay code Tables of assessment: <ul style="list-style-type: none"> • Airport environs overlay
Airport environs - Procedures for Air Navigation Services, Aircraft Operational (PANS-OPS) surfaces: <ul style="list-style-type: none"> • PANS-OPS contour 	Airport environs overlay code Tables of assessment: <ul style="list-style-type: none"> • Airport environs overlay
Airport environs - wildlife hazard buffer zones: Wildlife hazard buffer zones	Airport environs overlay code
Building height	
Dwelling house <ul style="list-style-type: none"> • Dwelling house overlay area 	Tables of assessment: <ul style="list-style-type: none"> • Dwelling house overlay

Environmental significance – wetlands and waterways	Environmental significance overlay code		
Wetlands and waterways buffer areas: <ul style="list-style-type: none">Local significant wetlands 100m buffer area	Tables of assessment: <ul style="list-style-type: none">Environmental significance- wetlands and watercourse overlay		
Flood: <ul style="list-style-type: none">Flood assessment required	Flood overlay code Tables of assessment: <ul style="list-style-type: none">Flood overlay		
Industry, community infrastructure and agriculture land interface area: <ul style="list-style-type: none">Community infrastructure interface area	Industry, community infrastructure and agriculture land interface area overlay code Tables of assessment: <ul style="list-style-type: none">Industry, community infrastructure and agriculture land interface area overlay		
Residential density			
State controlled roads, rail corridor and transport noise corridor: <ul style="list-style-type: none">Transport noise corridors	Regional infrastructure overlay code Tables of assessment: <ul style="list-style-type: none">State controlled roads, rail corridor and transport noise corridors overlay		
LGIP			
Local Government Infrastructure Plan: <ul style="list-style-type: none">Priority infrastructure area	Local Government Infrastructure Plan		
Local Government Infrastructure Plan: <ul style="list-style-type: none">LGIP projection areas	Local Government Infrastructure Plan		
Date created	13 Aug 2025	Version	v12 - Current



Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference 937660

Date: 14/08/2025

Search Request reference: 170306353

Applicant details

Applicant: Tess Harlock

tess@theconveyancingleaders.com.au

Buyer: N/A N/A

Search response:

Your request for a property search on Lot 34 on Plan SP210731 at Unit 34 2 Inland Dr, Tugun Qld 4224 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.dsdmp.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.dsdmp.qld.gov.au/maps/spp> >

Disclaimer:

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

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

Privacy Statement:

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



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

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

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

Transaction ID: 51038786 EMR Site Id: 14 August 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 34 Plan: SP210731
34/2 INLAND DR
TUGUN

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

InfoTrack

From: searches@qcat.qld.gov.au [searches@qcat.qld.gov.au]
Sent: Thursday, 14 August 2025 2:01 PM
To: InfoTrack QLD Property Services
Subject: RE: QCAT Search & Copy - 250904

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Queensland Civil and Administrative Tribunal

Register of Proceedings

A request has been made for a copy of any part of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the *Queensland Civil and Administrative Tribunal Act 2009* that relates to the following name:

DARCEY ALICE READ

You have requested a search of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the *Queensland Civil and Administrative Tribunal Act 2009*. This search has been limited to proceedings related to neighbour disputes, being proceedings commenced under the following Acts: • Building Act 1975, Chapter 8, Part 2A (dividing fences that are also pool barriers) • Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 • *Queensland Civil and Administrative Tribunal Act 2009*, Chapter 2, Part 1, Division 2 (minor civil disputes for debt or liquidated demand of money related to dividing fences or trees)

A search has been conducted of the Register of Proceedings for that name. The Register of Proceedings does not contain any information relating to that name.

This information is current as at 1/8/2025.

Queensland Civil and Administrative Tribunal

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It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defects or interferences by third parties or replication problems.

InfoTrack

From: searches@qcat.qld.gov.au [searches@qcat.qld.gov.au]
Sent: Thursday, 14 August 2025 2:01 PM
To: InfoTrack QLD Property Services
Subject: RE: QCAT Search & Copy - 250904

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Queensland Civil and Administrative Tribunal Register of Proceedings

A request has been made for a copy of any part of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the *Queensland Civil and Administrative Tribunal Act 2009* that relates to the following name:

JONATHAN MAXWELL COOPER

You have requested a search of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the Queensland Civil and Administrative Tribunal Act 2009. This search has been limited to proceedings related to neighbour disputes, being proceedings commenced under the following Acts: • Building Act 1975, Chapter 8, Part 2A (dividing fences that are also pool barriers) • Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 • Queensland Civil and Administrative Tribunal Act 2009, Chapter 2, Part 1, Division 2 (minor civil disputes for debt or liquidated demand of money related to dividing fences or trees)

A search has been conducted of the Register of Proceedings for that name. The Register of Proceedings does not contain any information relating to that name.

This information is current as at 1/8/2025.

Queensland Civil and Administrative Tribunal

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CERTIFICATE OF AFFECT
QUEENSLAND HERITAGE REGISTER

Client Reference: 250904

Certificate Number: CA024528
Result 1 of 1

InfoTrack PTY LTD
PO Box 10314, Adelaide Street

QLD 4001

This is a certificate issued under section 33(1)(b) of the *Queensland Heritage Act 1992* (Heritage Act) as to whether a place is affected by: entry in the Queensland Heritage Register (QHR) as a Queensland heritage place, a current QHR application, or is excluded from entry in the QHR.

RESULT

This response certifies that the place identified as:

Place Ref: None
Place Name: None
Lot: 34 Plan: SP210731
Located at:

is neither on the QHR nor the subject of a QHR application under the Heritage Act.

ADDITIONAL ADVICE

Note: This certificate is valid at the date of issue only

If you have any queries in relation to this search please contact the Heritage Branch on 13QGOV or heritage@des.qld.gov.au.

*Issued on behalf of the Chief Executive,
Department of Environment, Science and Innovation*

Date of issue: 14/08/2025
Receipt No: 6601375

QUEENSLAND TITLES REGISTRY PTY LTD AUTOMATED TITLES SYSTEM ENE470
14/08/2025 13:00 COMMUNITY TITLES SCHEME SEARCH STATEMENT
Request No: 52982973

Scheme Name: THE PARC COMMUNITY TITLES SCHEME 39676

Body Corp. Addr: BODY CORPORATE SYSTEMS PTY LTD
PO BOX 743
MORNINGSIDE QLD
4170

COMMUNITY MANAGEMENT STATEMENT No: 39676

Title	Lot	Plan
50758121	CP	SP 210729
50758122	21	SP 210729
50758123	22	SP 210729
50758124	23	SP 210729
50758125	24	SP 210729
50758126	25	SP 210729
50758127	26	SP 210729
50758128	27	SP 210729
50758129	28	SP 210729
50758130	65	SP 210729
50758131	66	SP 210729
50758132	67	SP 210729
50758133	68	SP 210729
50758134	69	SP 210729
50758135	70	SP 210729
50758136	71	SP 210729
50758137	183	SP 210729
50758138	184	SP 210729
50758139	185	SP 210729
50758140	186	SP 210729
50758141	187	SP 210729
50759975	29	SP 210730
50759976	30	SP 210730
50759977	31	SP 210730
50759978	40	SP 210730
50759979	41	SP 210730
50759980	42	SP 210730
50759981	72	SP 210730
50759982	73	SP 210730
50759983	74	SP 210730
50759984	75	SP 210730
50759985	76	SP 210730
50759986	77	SP 210730
50759987	78	SP 210730
50759988	101	SP 210730
50759989	102	SP 210730
50759990	103	SP 210730
50759991	104	SP 210730
50759992	105	SP 210730
50759993	106	SP 210730
50759994	107	SP 210730
50780217	32	SP 210731
50780218	33	SP 210731

QUEENSLAND TITLES REGISTRY PTY LTD
14/08/2025 13:00
Request No: 52982973

AUTOMATED TITLES SYSTEM
COMMUNITY TITLES SCHEME SEARCH STATEMENT
ENE470

Title	Lot	Plan
50780219	34	SP 210731
50780220	35	SP 210731
50780221	36	SP 210731
50780222	37	SP 210731
50780223	38	SP 210731
50780224	39	SP 210731
50780225	43	SP 210731
50780226	44	SP 210731
50780227	45	SP 210731
50780228	46	SP 210731
50780229	47	SP 210731
50780230	48	SP 210731
50780231	49	SP 210731
50780232	50	SP 210731
50789658	51	SP 210732
50789659	52	SP 210732
50789660	53	SP 210732
50789661	54	SP 210732
50789662	55	SP 210732
50789663	56	SP 210732
50789664	57	SP 210732
50789665	58	SP 210732
50789666	59	SP 210732
50789667	60	SP 210732
50789668	61	SP 210732
50789669	62	SP 210732
50789670	63	SP 210732
50789671	64	SP 210732
50793890	1	SP 210733
50793891	2	SP 210733
50793892	3	SP 210733
50793893	4	SP 210733
50793894	5	SP 210733
50793895	6	SP 210733
50793896	7	SP 210733
50793897	8	SP 210733
50793898	9	SP 210733
50793899	10	SP 210733
50793900	11	SP 210733
50793901	12	SP 210733
50793902	13	SP 210733
50793903	14	SP 210733
50793904	15	SP 210733
50793905	16	SP 210733
50793906	17	SP 210733
50793907	18	SP 210733
50793908	19	SP 210733
50793909	20	SP 210733
50802953	79	SP 210734
50802954	80	SP 210734
50802955	81	SP 210734

14/08/2025 13:00
Request No: 52982973

COMMUNITY TITLES SCHEME SEARCH STATEMENT

Title	Lot	Plan
50802956	82	SP 210734
50802957	83	SP 210734
50802958	84	SP 210734
50802959	85	SP 210734
50802960	86	SP 210734
50802961	87	SP 210734
50802962	88	SP 210734
50802963	89	SP 210734
50802964	90	SP 210734
50802965	91	SP 210734
50802966	92	SP 210734
50802967	93	SP 210734
50802968	141	SP 210734
50802969	142	SP 210734
50802970	143	SP 210734
50802971	144	SP 210734
50809270	94	SP 210735
50809271	95	SP 210735
50809272	96	SP 210735
50809273	97	SP 210735
50809274	98	SP 210735
50809275	99	SP 210735
50809276	100	SP 210735
50809277	119	SP 210735
50809278	120	SP 210735
50809279	121	SP 210735
50809280	122	SP 210735
50809281	134	SP 210735
50809282	135	SP 210735
50809283	136	SP 210735
50809284	137	SP 210735
50809285	138	SP 210735
50809286	139	SP 210735
50809287	140	SP 210735
50811341	145	SP 210736
50811342	146	SP 210736
50811343	147	SP 210736
50811344	148	SP 210736
50811345	149	SP 210736
50811346	150	SP 210736
50811347	151	SP 210736
50811348	152	SP 210736
50811349	153	SP 210736
50811350	154	SP 210736
50811351	155	SP 210736
50811352	156	SP 210736
50811353	157	SP 210736
50811354	158	SP 210736
50811355	159	SP 210736
50813453	123	SP 210737
50813454	124	SP 210737

Request No: 52982973

Title	Lot	Plan
50813455	125	SP 210737
50813456	126	SP 210737
50813457	127	SP 210737
50813458	128	SP 210737
50813459	129	SP 210737
50813460	130	SP 210737
50813461	131	SP 210737
50813462	132	SP 210737
50813463	133	SP 210737
50813464	160	SP 210737
50813465	161	SP 210737
50813466	162	SP 210737
50813467	163	SP 210737
50813468	164	SP 210737
50813469	165	SP 210737
50818184	108	SP 210738
50818185	109	SP 210738
50818186	110	SP 210738
50818187	111	SP 210738
50818188	112	SP 210738
50818189	113	SP 210738
50818190	114	SP 210738
50818191	115	SP 210738
50818192	116	SP 210738
50818193	117	SP 210738
50818194	118	SP 210738
50818195	180	SP 210738
50818196	181	SP 210738
50818197	182	SP 210738
50820948	166	SP 210739
50820949	167	SP 210739
50820950	168	SP 210739
50820951	169	SP 210739
50820952	170	SP 210739
50820953	171	SP 210739
50820954	172	SP 210739
50820955	173	SP 210739
50820956	174	SP 210739
50820957	175	SP 210739
50820958	176	SP 210739
50820959	177	SP 210739
50820960	178	SP 210739
50820961	179	SP 210739

COMMUNITY MANAGEMENT STATEMENT Dealing No: 713390083

** End of CMS Search Statement **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]

Requested By: D-ENQ INFOTRACK PTY LIMITED

14 August 2025

THE PARC CTS 39676
Registered for GST

ABN: 84 795 143 032

Tax Invoice

The Conveyancing Leaders

Ref	Tessa Harlock		
Re	Lot	34	THE PARC CTS 39676
Fee	84.10	Paid	

Above Fee includes GST

Although all reasonable care has been taken in preparing this certificate, it is provided in good faith based solely on the records given to BCsystems (body corporate manager) by the body corporate, as at the date of issue. The body corporate manager cannot independently verify the accuracy or completeness of records provided to it by the body corporate.

The body corporate certificate is an extract of some information about the body corporate; it should not be relied upon as a comprehensive disclosure of all matters about the body corporate that may be relevant to a buyer. The buyer receiving the certificate should obtain their own legal or professional advice about the content of the certificate.

The buyer may inspect the body corporate records for important information that is not contained in the body corporate certificate, such as information about defects in the common property; expenses for which levies have not yet been fixed, disputes, and matters raised at recent body corporate meetings.

The buyer or their solicitor should request a second certificate before settlement, to confirm current amounts owed in respect of the lot for settlement adjustment calculation. If the second certificate is ordered within 3 months after the first certificate, a lesser fee applies to it.

Buyer's solicitor: Please provide a BCCM Form 8 promptly after settlement.

BCsystems
info@bcsystems.com.au
07 38990299

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

The Parc

CTS No. 39676

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: **Tim Retallack**

Company: **BCsystems**

Phone: **07 3899 0299**

Email: **info@bcsystems.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: **34**

Plan type and number: **210731**

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:

listed in the Community Management Statement

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: **52.00**
Total contribution schedule lot entitlements for all lots: **9,948.00**

Interest schedule

Interest schedule lot entitlement for the lot: **59.00**
Total interest schedule lot entitlements for all lots: **10,011.00**

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 **34** for the current financial year: \$ **\$3,863.08**

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/02/25	1,062.36	849.89	04/03/25
01/05/25	1,062.36	849.89	27/05/25
01/08/25	869.44	695.55	
01/11/25	868.92	695.14	
01/02/26	966.16	772.93	
01/05/26	966.16	772.93	

Amount overdue **\$869.44**
Amount Unpaid including amounts billed not yet due **\$869.44**

Sinking fund contributions

Total amount of contributions (before any discount) for lot **34** for the current financial year: \$ **\$2,121.08**
Number of instalments: **4** (outlined below)
Discount for on-time payments (if applicable): **20** %
Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid
01/02/25	326.56	261.25	04/03/25
01/05/25	326.56	261.25	27/05/25
01/08/25	733.72	586.98	
01/11/25	734.24	587.39	
01/02/26	530.40	424.32	
01/05/26	530.40	424.32	
			Amount overdue \$733.72
			Amount Unpaid including amounts billed not yet due \$733.72

Special contributions - Administrative Fund (IF ANY)

Date determined://(Access the body corporate records for more information).
Total amount of contributions (before any discount) **Nil**
Number of instalments: **0** (outlined below)
Discount for on-time payments (if applicable): **0** %
Monthly penalty for overdue contributions (if applicable): **2.50** %

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

Special contributions - Sinking Fund (IF ANY)

Date determined://(Access the body corporate records for more information).
Total amount of contributions (before any discount) **Nil**
Number of instalments: **0** (outlined below)
Discount for on-time payments (if applicable): **0** %
Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid
----------	------------	--------------------------------	------

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	01/02/25	178.45	178.45	04/03/25
Insurance	01/05/25	178.45	178.45	27/05/25
Insurance	01/08/25	198.83	198.83	
Insurance	01/11/25	198.83	198.83	
Insurance	01/02/26	188.80	188.80	
Insurance	01/05/26	188.80	188.80	

Other amounts payable by the lot owner

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

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	\$1,603.16
Special contributions	Nil
Other contributions	\$198.83
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$1,801.99)	\$1,801.99

(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

Current sinking fund balance (as at date of certificate): \$ 774,506.88

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

Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
		31/12/11	CREDITOR UNKNOWN			5,000.00
		31/12/11	HINTERLAND MOWERS PTY LTD 4211			1,300.00
		31/12/11	HINTERLAND MOWERS PTY LTD 4211			1,500.00
		31/12/11				2,500.00
		07/03/12	HINTERLAND MOWERS PTY LTD 4211			3,500.00
		21/03/14	COASTAL CASUAL FURNITURE			1,040.00
		01/03/23	CREDITOR UNKNOWN			5,697.00
		16/08/24	SAE GROUP 2486			18,500.36
		30/09/24	HINTERLAND MOWERS PTY LTD 4211			1,750.00

Insurance

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

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

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

Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING CHU Underwriting	HU0006109938	111,378,374.00	234,448.94	31/07/26	\$10,000 Standard
FLOOD CHU Underwriting	HU0006109938	NOT INCLUDED		31/07/26	\$10,000 Standard
PUBLIC LIABILITY CHU Underwriting	HU0006109938	20,000,000.00		31/07/26	\$10,000 Standard
COMMON CONTENTS CHU Underwriting	HU0006109938	1,113,783.00		31/07/26	\$10,000 Standard
LOSS OF RENT CHU Underwriting	HU0006109938	16,706,756.00		31/07/26	\$10,000 Standard
FIDELITY GUARANTEE CHU Underwriting	HU0006109938	100,000.00		31/07/26	\$10,000 Standard
BUILDING CATASTROPHE CHU Underwriting	HU0006109938	16,706,756.00		31/07/26	\$10,000 Standard
GOVERNMENT AUDIT COS CHU Underwriting	HU0006109938	25,000.00		31/07/26	\$10,000 Standard
LOT OWNERS FIXTURES CHU Underwriting	HU0006109938	250,000.00		31/07/26	\$10,000 Standard
APPEAL EXPENSES CHU Underwriting	HU0006109938	100,000.00		31/07/26	\$10,000 Standard
LEGAL DEFENCE EXP CHU Underwriting	HU0006109938	50,000.00		31/07/26	\$10,000 Standard
VOLUNTARY WORKERS CHU Underwriting	HU0006109938	\$200,000/\$2,000		31/07/26	\$10,000 Standard

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: Sanh Management Pty Ltd ACN 156 450 190
Sanh Management Pty Ltd ACN 156 450 190

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

Yes - Name of authorised letting agent: Sanh Management Pty Ltd ACN 156 450 190
Sanh Management Pty Ltd ACN 156 450 190

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 BCsystems

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

Details of improvements to common property that the lot owner is responsible for

The prospective purchaser of the lot will automatically become responsible for any improvements to common property that were made by the current or previous owner/s of that lot.

By definition, any part of the building that is not original to the construction is an "improvement" - a thing that was added, modified, or removed later by an owner at the time of that lot. The responsibility for an improvement always rests with the current owner of the lot.

Example of an improvement to common property by a lot owner:

In a building format plan townhouse scheme, Lot 1 requests approval to install an awning over their front entry door, so they can be protected from rain as they unlock their front door. The body corporate approves this request, but the installation is made by Lot 1 at their own cost.

The installation of the awning is technically located on the common property (being on the exterior of the lot). Had that awning been original to the development, it would have been a body corporate obligation to maintain it based on its location on common property.

However, as it is an 'improvement to common property' made by Lot 1 for their own benefit, that awning will forever be the maintenance responsibility of Lot 1. If Lot 1 sells, the future owner of Lot 1 will inherit the responsibility.

The following information is provided by the Queensland Government:

An owner can make an improvement to common property if approved by the committee or the body corporate at a general meeting.

The committee can approve an improvement by an owner if the:

- *total cost is less than \$3,000*
- *improvement does not detract from the appearance of a lot*
- *body corporate is satisfied that the use and enjoyment of the improvement is not likely to be a breach of the owner's duties as an occupier (e.g. by causing a nuisance to others in the scheme).*

If the committee cannot approve the work it must be authorised by ordinary resolution at a general meeting.

The owner must:

- *comply with any conditions of approval, and*
- *maintain the improvement.*

When an improvement is made to the common property by a lot owner they must give the body corporate details of the type of work and value of the improvement.

If the improvement increases the body corporate's insurance premium, the owner may have to pay the extra.

From <<https://www.qld.gov.au/law/housing-and-neighbours/body-corporate/maintenance/improvements>>

How to identify a specific obligation

Improvements to common property include both:

- *Authorised improvements (being approved at either a committee meeting or general meeting; AND*
- *Unauthorised improvements (i.e. improvements made without approval).*

As improvements may have been made without obtaining the body corporate's approval (*unauthorised improvements*), the absence of approval records does not guarantee that the thing is an original part of the common property.

Common examples of improvements:

The following are common examples of improvements made to common property by and for the benefit of a lot:

- Air-conditioner condensers situated on the exterior of a building
- Private (non-shared) hot water systems
- Additional door locks, electronic locks, peep-holes,
- Security screen doors, flyscreens or insect screens
- External shutters and blinds on windows, or on balconies or patios
- Solar panels and associated equipment
- Security cameras, electronic doorbells
- Motors on garage roller doors and tilt doors (where the original construction was manually operated doors)
- Internet cabling, TV antenna, satellite dish
- Enhanced or new areas of garden directly adjacent to the lot
- Changes to the exterior ground surface - Pavers, pathways, gravel, garden beds, fencing
- Changes to any patio, terrace, courtyard area which is subject to an exclusive use by-law
- Garden sheds
- Carports and carport slabs
- Window awnings

Historical improvements

Improvements may have been made at any time from the original construction, to the current date. In older schemes, improvements may have been made over a very long period of time. The responsibility to maintain those aged improvements still transfers to the current owner of the lot, though they may be more difficult to identify with certainty.

By definition, any part of the building that is not original to the construction is an "improvement" - a thing that was added, modified, or removed later by an owner at the time of that lot.

Improvement as a 'removal' of something

The *removal* of something may also be an 'improvement' for which a lot owner is responsible.

If for example a lot owner requested permission to remove some lattice or fencing from common property to improve the view out of their window, then a subsequent owner of that lot could not expect the body corporate to reinstate that lattice or fencing later.

If the reinstatement of the lattice or fencing was required later, that would be a cost for the owner of lot which originally had it removed.

Further right to information

A prospective purchaser is eligible to inspect the full records of the body corporate for a minor statutory cost. The buyer may inspect personally, or may appoint an agent to inspect the records on their behalf.

A full records inspection may identify the relevant minutes of the meeting at which an improvement was approved (if it is an authorised improvement), or may identify other correspondence or records identifying improvements for which the lot owner is responsible to maintain.

The Parc CTS 39676

BALANCE SHEET

AS AT 31 JANUARY 2025

	ACTUAL 31/01/2025	ACTUAL 31/01/2024
<u>OWNERS FUNDS</u>		
Administrative Fund	210,081.66	160,309.56
Sinking Fund	630,642.53	517,963.25
<u>TOTAL</u>	<u>\$ 840,724.19</u>	<u>\$ 678,272.81</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Gst On Capital	27,301.08	0.00
Cash At Bank	506,281.01	574,556.68
M B L Investment A/C 1	0.00	221,597.00
Accrued Income	5,059.71	0.00
B O Q Stratacash A/C 1	76,238.42	0.00
B O Q Stratacash A/C2	150,000.00	0.00
B O Q Stratacash A/C 3	153,856.44	0.00
Prepaid Expenses	85,723.07	81,959.30
Levies Billed Not Yet Due	295,989.47	0.00
Levies Pre-Paid	4,321.79	0.00
Levies In Arrears	17,076.06	15,532.90
Other Arrears	6,530.62	0.00
Petty Cash - Caretaker	2,000.00	0.00
Secondary Debtors	0.00	118.50
<u>NON-CURRENT ASSETS</u>		
<u>TOTAL ASSETS</u>	<u>1,330,377.67</u>	<u>893,764.38</u>
<u>LIABILITIES</u>		
Gst Clearing A/C	5,812.00	13,719.01
Gst Clearing A/C Transit	3,575.93	5,278.65
Unpaid Creditors	0.00	18,929.12
Creditors	4,095.45	0.00
Accrued Expenses	9,862.36	10,646.00
Electricity Security Deposits	(2,255.00)	(4,255.00)
Next Year Discounts	(35,308.00)	0.00
Levies Billed Not Yet Due	295,989.47	0.00
Levies Pre-Paid	4,321.79	0.00
Unidentified Funds	0.00	2,374.90
Levies In Advance	183,686.04	168,798.89
Other Payments In Advance	19,873.44	0.00
<u>TOTAL LIABILITIES</u>	<u>489,653.48</u>	<u>215,491.57</u>
<u>NET ASSETS</u>	<u>\$ 840,724.19</u>	<u>\$ 678,272.81</u>

The Parc CTS 39676

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2024 TO 31 JANUARY 2025

	ACTUAL 01/02/24-31/01/25	BUDGET 01/02/24-31/01/25	%	ACTUAL 01/02/23-31/01/24
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	812,946.68	812,973.96	100.00	687,752.88
Discount - Admin Fund	(148,365.52)	(162,594.80)	91.25	(129,120.72)
Insurance Premium Reimbursemnt	121,113.44	121,109.16	100.00	150,909.09
Bad Debts	(118.50)	0.00	0.00	0.00
Interest Received	1,205.40	0.00		3,654.95
Sundry	0.00	0.00	0.00	47.48
Interest On Overdue Levies	5,207.12	0.00		2,736.14
Gst On Income	(71,426.28)	(70,135.29)	101.84	(13,719.01)
TOTAL ADMIN. FUND INCOME	720,562.34	701,353.03		702,260.81
<u>EXPENDITURE - ADMIN. FUND</u>				
<u>AUDIT & TAXATION COSTS</u>				
Independent Audit Fee	4,164.50	6,600.00	63.10	6,035.00
Independent Audit File Prep	708.40	0.00		0.00
Bas Lodgement	759.00	0.00		0.00
Income Tax Return	220.00	0.00		0.00
<u>BANK & FINANCIAL CHARGES</u>				
Stratapay Transaction Fee	1,013.18	0.00		0.00
<u>UTILITIES</u>				
Electricity - Common Areas	12,436.11	13,200.00	94.21	9,837.11
Electricity Govt Rebate No Gst	(1,225.00)	0.00	0.00	0.00
Gas - Supply	876.54	935.00	93.75	731.49
Cold Water - Common -No Gst	46,887.75	38,000.00	123.39	31,773.72
<u>INSURANCE</u>				
Insurance Premium	149,842.73	211,655.61	70.80	29,793.90
Insurance Premium (Ancillary 1	0.00	0.00	0.00	117,241.68
Insurance Stamp Duty - No Gst	12,644.33	0.00		0.00
Insurance Claim Expenses	0.00	0.00	0.00	1,002.27
Insurance Claim Rec - No Gst	(2,374.90)	0.00	0.00	(775.00)
<u>CARETAKER/BUILDING MANAGER</u>				
Caretaker Remuneration	321,460.52	320,482.81	100.31	280,142.31
Caretaker Gardens	62,603.98	60,000.00	104.34	0.00
<u>PROFESSIONAL ADVICE/FEEES</u>				
Legal Advice/Fees	1,223.42	0.00		0.00
Debt Recovery	766.19	8,800.00	8.71	210.53
Advice - Strata Additional	4,973.80	11,110.00	44.77	0.00
Engineer/Building Consultant	220.00	7,700.00	2.86	1,280.00
<u>LICENCES & PERMITS FEE</u>				
Council Rates - Waste - No Gst	354.80	0.00		0.00
Backflow Registration - No Gst	1,044.00	0.00		0.00
Software & Records Storage	4,319.70	0.00		0.00

The Parc CTS 39676

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2024 TO 31 JANUARY 2025

	ACTUAL	BUDGET	%	ACTUAL
	01/02/24-31/01/25	01/02/24-31/01/25		01/02/23-31/01/24
Other Council Doc - No Gst	42.13	0.00		0.00
<u>FIRE PROTECTION</u>				
Fire - R & M General	736.85	2,200.00	33.49	878.87
<u>CLEANING</u>				
Cleaning - General	2,107.90	4,620.00	45.63	4,151.52
Cleaning -Rubbish Removal	13,358.32	21,450.00	62.28	18,876.60
Cleaning - Pressure Clean	330.00	0.00		0.00
<u>PEST CONTROL</u>				
Pest Control Treatment	9,490.00	11,000.00	86.27	8,680.00
<u>ELECTRICAL</u>				
R&M - Electrical General	2,682.90	5,500.00	48.78	2,340.00
R&M - Antenna/Matv	2,025.00	0.00		0.00
<u>PLUMBING</u>				
Plumbing General	9,767.50	15,400.00	63.43	13,025.67
Backflow Device Testing	990.00	0.00		0.00
Pump Maintenance	880.00	0.00		0.00
<u>BUILDING GENERAL</u>				
R&M - Building General	8,800.90	17,600.00	50.01	13,780.44
<u>GARDENS/GROUNDS</u>				
R&M - Grounds General	7,389.76	72,000.00	10.26	61,262.72
<u>EQUIPMENT/FURNITURE</u>				
R&M - Equipment	0.00	3,300.00	0.00	2,065.03
<u>POOL/SPA</u>				
Pool Maintenance	5,362.13	7,150.00	74.99	6,403.57
Pool Fence Safety Inspe No Gst	44.26	0.00		0.00
<u>BODY CORPORATE MANAGEMENT</u>				
Fixed Price -Management Time	16,086.87	22,627.00	71.10	0.00
Fixed Price - Disbursements	5,849.77	16,456.00	35.55	0.00
Variable Disbursements	158.82	0.00		0.00
<u>MISC</u>				
Sundry Expenses	660.63	5,500.00	12.01	5,639.10
Prior Year Adjustment	(315.06)	0.00	0.00	0.00
<u>PRIOR MANAGERS CHARGES</u>				
Prev Mgr - Admin Costs	6,490.60	0.00		23,698.43
Prev Mgr - Additional Services	12,708.87	0.00		9,170.35
Prev Mgr - Ppst	4,628.25	0.00		16,072.50
<u>GST</u>				
Gst On Expenses	(62,405.21)	(76,844.23)	81.21	0.00
<u>TOTAL ADMIN. EXPENDITURE</u>	670,790.24	806,442.19		663,317.81
<u>SURPLUS / DEFICIT</u>	\$ 49,772.10	\$ (105,089.16)		\$ 38,943.00

The Parc CTS 39676

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2024 TO 31 JANUARY 2025

	ACTUAL	BUDGET	%	ACTUAL
	01/02/24-31/01/25	01/02/24-31/01/25		01/02/23-31/01/24
Opening Admin. Balance	160,309.56	160,309.56	100.00	121,366.56
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 210,081.66</u>	<u>\$ 55,220.40</u>		<u>\$ 160,309.56</u>

The Parc CTS 39676

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2024 TO 31 JANUARY 2025

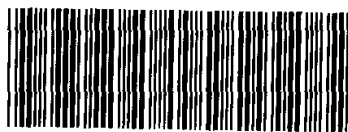
	ACTUAL 01/02/24-31/01/25	BUDGET 01/02/24-31/01/25	%	ACTUAL 01/02/23-31/01/24
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	250,092.54	250,000.00	100.04	140,951.76
Discount - Sinking Fund	(44,119.09)	(50,000.00)	88.24	(25,323.55)
<u>INTEREST</u>				
Interest Received	9,622.42	0.00		7,803.46
Accrued Interest	5,059.71	0.00		0.00
Interest On Levies	157.58	0.00		611.74
Gst On Income	(18,724.69)	(18,181.81)	102.99	0.00
<u>TOTAL SINKING FUND INCOME</u>	202,088.47	181,818.19		124,043.41
<u>EXPENDITURE - SINKING FUND</u>				
<u>CLEANING</u>				
Cleaning - Pressure Cleaning	4,550.00	0.00		0.00
<u>ELECTRICAL</u>				
Electrical General	4,595.25	3,300.00	139.25	0.00
<u>PLUMBING</u>				
Plumbing - General	4,657.65	0.00		0.00
<u>BUILDING</u>				
Building General	26,326.66	0.00		33,694.69
<u>GARDENS/GROUNDS</u>				
Grounds General	9,946.20	27,500.00	36.17	9,500.00
Fencing/Gates	0.00	0.00	0.00	3,115.00
Driveway	0.00	9,361.00	0.00	4,590.00
Gardens - Mulching	5,372.00	0.00		0.00
Gardens - Tree Work	18,438.75	0.00		0.00
<u>FACILITIES/EQUIPMENT</u>				
Equipment	0.00	322.30	0.00	0.00
<u>POOL/SPA</u>				
Pool - Equipment	21,876.00	27,500.00	79.55	8,095.18
<u>TAXATION</u>				
<u>MISC</u>				
Sundry Expenses	0.00	484.00	0.00	0.00
Prior Year Adjustment	0.00	0.00	0.00	(6,680.64)
<u>GST</u>				
Gst On Expenses	(6,353.32)	(6,224.30)	102.07	0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	89,409.19	62,243.00		52,314.23
<u>SURPLUS / DEFICIT</u>	\$ 112,679.28	\$ 119,575.19		\$ 71,729.18
Opening Sinking Fund Balance	517,963.25	517,963.25	100.00	446,234.07
<u>SINKING FUND BALANCE</u>	\$ 630,642.53	\$ 637,538.44		\$ 517,963.25

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

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1



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\$68.90

04/08/2010 09:49

GC 470

1. Nature of request REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR THE PARC COMMUNITY TITLES SCHEME 39676	Lodger (Name, address, E-mail & phone number) Hickey Lawyers PO Box 5559 GCMC 9726 Tel: (07) 5574 1000 Email: hickey@hickeylawyers.com.au	Lodger Code GC49
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2. Lot on Plan Description COMMON PROPERTY FOR THE PARC COMMUNITY TITLES SCHEME 39676	County WARD	Parish TALLEBUDGERA	Title Reference 50758121
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3. Registered Proprietor/State Lessee
 BODY CORPORATE FOR THE PARC COMMUNITY TITLES SCHEME 39676

4. Interest
 FEE SIMPLE

5. Applicant
 BODY CORPORATE FOR THE PARC COMMUNITY TITLES SCHEME 39676

6. Request

I hereby request that: the New Community Management Statement deposited herewith amends the existing Community Management Statement by amending item 4, Schedule A, B, C, D and E as the description of the Scheme Land and is to be recorded as the Community Management Statement for the Parc Community Titles Scheme 39676

7. Execution by applicant

Kerrilly Robyn Gordon- Solicitor

03/08/10
Execution Date

Kerrilly Robyn Gordon
Applicant's or Solicitor's Signature

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

THIS STATEMENT MUST BE LODGED TOGETHER

This statement incorporates and must include the following:

39676

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

1. Name of community titles scheme

The Parc Community Titles Scheme 39676

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for The Parc Community Titles Scheme 39676

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
See Enlarged Panel			

5. *Name and address of original owner

Not Applicable

6. Reference to plan lodged with this statement

SP 210739

first community management statement only

7. Local Government community management statement notation

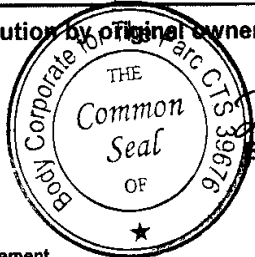
Not Applicable pursuant to Section 60(6) of the Body Corporate and Community Management Act 1997

.....signed

..... name and designation

..... name of Local Government

8. Execution by original owner/Consent of body corporate



Execution Date

21/07/10

Body Corporate for The Parc
Community Titles Scheme 39676
Robert McCall
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.

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

ENLARGED PANEL

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Title Reference: The Parc Community Titles Scheme 39676

Lot on Plan Description	County	Parish	Title Reference
Common Property of The Parc Community Titles Scheme 39676	Ward	Tallebudgera	50758121
Lots 1 to 20 on SP 210733	Ward	Tallebudgera	50793890 to 50793909
Lots 21 to 28 on SP 210729	Ward	Tallebudgera	50758122 to 50758129
Lots 29 to 31 on SP 210730	Ward	Tallebudgera	50759975 to 50759977
Lots 32 to 39 on SP 210731	Ward	Tallebudgera	50780217 to 50780224
Lots 40 to 42 on SP 210730	Ward	Tallebudgera	50759978 to 50759980
Lots 43 to 50 on SP 210731	Ward	Tallebudgera	50780225 to 50780232
Lots 51 to 64 on SP 210732	Ward	Tallebudgera	50789658 to 50789671
Lots 65 to 71 on SP 210729	Ward	Tallebudgera	50758130 to 50758136
Lots 72 to 78 on SP 210730	Ward	Tallebudgera	50759981 to 50759987
Lots 79 to 93 on SP 210734	Ward	Tallebudgera	50802953 to 50802967
Lots 94 to 100 on SP 210735	Ward	Tallebudgera	50809270 to 50809276
Lots 101 to 107 on SP 210730	Ward	Tallebudgera	50759988 to 50759994
Lots 108 to 118 on SP 210738	Ward	Tallebudgera	50818184 to 50818194
Lots 119 to 122 on SP 210735	Ward	Tallebudgera	50809277 to 50809280
Lots 123 to 133 on SP 210737	Ward	Tallebudgera	50813453 to 50813463
Lots 134 to 140 on SP 210735	Ward	Tallebudgera	50809281 to 50809287
Lots 141 to 144 on SP 210734	Ward	Tallebudgera	50802968 to 50802971
Lots 145 to 159 on SP 210736	Ward	Tallebudgera	50811341 to 50811355
Lots 160 to 165 on SP 210737	Ward	Tallebudgera	50813464 to 50813469
Lots 166 to 167 ¹⁷⁹ on SP 210739	Ward	Tallebudgera	To issue from SP 210739
Lots 180 to 182 on SP 210738	Ward	Tallebudgera	50818195 to 50818197
Lots 183 to 187 on SP 210729	Ward	Tallebudgera	50758137 to 50758141

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 210733	58	50
Lot 2 on SP 210733	53	50
Lot 3 on SP 210733	53	50
Lot 4 on SP 210733	53	50
Lot 5 on SP 210733	53	50
Lot 6 on SP 210733	53	59
Lot 7 on SP 210733	57	55
Lot 8 on SP 210733	57	55
Lot 9 on SP 210733	53	55
Lot 10 on SP 210733	53	55
Lot 11 on SP 210733	53	55
Lot 12 on SP 210733	53	59
Lot 13 on SP 210733	53	50
Lot 14 on SP 210733	58	50
Lot 15 on SP 210733	58	50
Lot 16 on SP 210733	53	50
Lot 17 on SP 210733	53	50
Lot 18 on SP 210733	53	50
Lot 19 on SP 210733	53	50
Lot 20 on SP 210733	57	51
Lot 21 on SP210729	53	51
Lot 22 on SP210729	52	51
Lot 23 on SP210729	52	51
Lot 24 on SP210729	53	51
Lot 25 on SP210729	53	51
Lot 26 on SP210729	52	51
Lot 27 on SP210729	52	59
Lot 28 on SP210729	53	55
Lot 29 on SP210730	53	55
Lot 30 on SP210730	52	55
Lot 31 on SP210730	53	55
Lot 32 on SP210731	53	55
Lot 33 on SP210731	52	60
Lot 34 on SP210731	52	59
Lot 35 on SP210731	53	55
Lot 36 on SP210731	53	55
Lot 37 on SP210731	52	55

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Lot 38 on SP210731	52	55
Lot 39 on SP210731	53	55
Lot 40 on SP210730	53	59
Lot 41 on SP210730	52	67
Lot 42 on SP210730	53	63
Lot 43 on SP210731	53	63
Lot 44 on SP210731	52	63
Lot 45 on SP210731	52	67
Lot 46 on SP210731	53	67
Lot 47 on SP210731	53	63
Lot 48 on SP210731	52	63
Lot 49 on SP210731	52	63
Lot 50 on SP210731	53	67
Lot 51 on SP 210732	53	51
Lot 52 on SP 210732	52	51
Lot 53 on SP 210732	53	51
Lot 54 on SP 210732	53	51
Lot 55 on SP 210732	52	51
Lot 56 on SP 210732	52	51
Lot 57 on SP 210732	53	51
Lot 58 on SP 210732	53	51
Lot 59 on SP 210732	52	50
Lot 60 on SP 210732	52	50
Lot 61 on SP 210732	53	51
Lot 62 on SP 210732	53	51
Lot 63 on SP 210732	52	51
Lot 64 on SP 210732	53	51
Lot 65 on SP210729	58	50
Lot 66 on SP210729	53	50
Lot 67 on SP210729	53	67
Lot 68 on SP210729	57	63
Lot 69 on SP210729	57	63
Lot 70 on SP210729	53	63
Lot 71 on SP210729	60	69
Lot 72 on SP210730	58	69
Lot 73 on SP210730	53	63
Lot 74 on SP210730	53	63
Lot 75 on SP210730	53	63
Lot 76 on SP210730	53	66
Lot 77 on SP210730	53	51

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Lot 78 on SP210730	57	51
Lot 79 on SP 210734	57	51
Lot 80 on SP 210734	53	51
Lot 81 on SP 210734	53	51
Lot 82 on SP 210734	53	51
Lot 83 on SP 210734	53	51
Lot 84 on SP 210734	53	51
Lot 85 on SP 210734	58	51
Lot 86 on SP 210734	55	51
Lot 87 on SP 210734	53	51
Lot 88 on SP 210734	53	51
Lot 89 on SP 210734	55	51
Lot 90 on SP 210734	55	51
Lot 91 on SP 210734	53	60
Lot 92 on SP 210734	53	55
Lot 93 on SP 210734	55	55
Lot 94 on SP 210735	58	55
Lot 95 on SP 210735	53	55
Lot 96 on SP 210735	53	55
Lot 97 on SP 210735	53	57
Lot 98 on SP 210735	53	56
Lot 99 on SP 210735	53	54
Lot 100 on SP 210735	57	54
Lot 101 on SP210730	57	54
Lot 102 on SP210730	53	54
Lot 103 on SP210730	53	54
Lot 104 on SP210730	53	54
Lot 105 on SP210730	53	56
Lot 106 on SP210730	53	51
Lot 107 on SP210730	58	50
Lot 108 on SP 210738	53	51
Lot 109 on SP 210738	52	51
Lot 110 on SP 210738	52	60
Lot 111 on SP 210738	53	55
Lot 112 on SP 210738	53	55
Lot 113 on SP 210738	52	55
Lot 114 on SP 210738	52	55
Lot 115 on SP 210738	53	55
Lot 116 on SP 210738	53	57
Lot 117 on SP 210738	52	51

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Lot 118 on SP 210738	53	51
Lot 119 on SP 210735	53	51
Lot 120 on SP 210735	52	51
Lot 121 on SP 210735	52	51
Lot 122 on SP 210735	53	51
Lot 123 on SP 210737	53	51
Lot 124 on SP 210737	52	51
Lot 125 on SP 210737	52	51
Lot 126 on SP 210737	53	51
Lot 127 on SP 210737	53	51
Lot 128 on SP 210737	52	51
Lot 129 on SP 210737	53	51
Lot 130 on SP 210737	53	50
Lot 131 on SP 210737	52	51
Lot 132 on SP 210737	52	51
Lot 133 on SP 210737	53	51
Lot 134 on SP 210735	53	51
Lot 135 on SP 210735	52	51
Lot 136 on SP 210735	52	51
Lot 137 on SP 210735	53	51
Lot 138 on SP 210735	53	51
Lot 139 on SP 210735	52	51
Lot 140 on SP 210735	53	51
Lot 141 on SP 210734	53	51
Lot 142 on SP 210734	52	51
Lot 143 on SP 210734	52	51
Lot 144 on SP 210734	53	51
Lot 145 on SP 210736	53	51
Lot 146 on SP 210736	52	51
Lot 147 on SP 210736	52	51
Lot 148 on SP 210736	53	51
Lot 149 on SP 210736	53	51
Lot 150 on SP 210736	52	51
Lot 151 on SP 210736	53	51
Lot 152 on SP 210736	53	51
Lot 153 on SP 210736	53	51
Lot 154 on SP 210736	53	52
Lot 155 on SP 210736	52	52
Lot 156 on SP 210736	53	51
Lot 157 on SP 210736	53	51

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Lot 158 on SP 210736	52	51
Lot 159 on SP 210736	53	51
Lot 160 on SP 210737	53	52
Lot 161 on SP 210737	52	51
Lot 162 on SP 210737	53	52
Lot 163 on SP 210737	53	51
Lot 164 on SP 210737	52	51
Lot 165 on SP 210737	53	51
Lot 166 on SP210739	53	51
Lot 167 on SP 210739	52	51
Lot 168 on SP 210739	53	51
Lot 169 on SP 210739	53	51
Lot 170 on SP210739	52	51
Lot 171 on SP 210739	53	52
Lot 172 on SP 210739	53	52
Lot 173 on SP 210739	52	52
Lot 174 on SP 210739	53	51
Lot 175 on SP 210739	53	51
Lot 176 on SP 210739	52	51
Lot 177 on SP 210739	52	50
Lot 178 on SP 210739	52	51
Lot 179 on SP 210739	53	52
Lot 180 on SP 210738	53	51
Lot 181 on SP 210738	52	52
Lot 182 on SP 210738	53	52
Lot 183 on SP210729	53	51
Lot 184 on SP210729	52	52
Lot 185 on SP210729	52	51
Lot 186 on SP210729	52	51
Lot 187 on SP210729	53	51
TOTALS	9948	10011

EXPLANATION OF CONTRIBUTION SCHEDULE LOT ENTITLEMENTS**1. Introduction**

The Contribution Schedule Lot Entitlements ("CSLE") for each lot included in The Parc Community Titles Scheme 39676 ("the Scheme") are not equal. As required by the Body Corporate and Community Management Act 1997 ("the Act"), the explanation of why they are not equal is set out below.

2. Explanation

The CSLE for each lot included in the Scheme has been allocated having regard to:-

- 2.1 The structure of the Scheme;
- 2.2 The nature, features and characteristics of the lots in the Scheme; and
- 2.3 The purposes for which the lots are used.

3. Reason for Variation

- 3.1 On the basis of the factors in paragraph 2 it is just and equitable for there to be a variation in the CSLE for the Scheme. The CSLE for the lots varies between a minimum of 52 and a maximum of 53.
- 3.2 The difference in CSLE recognises that the factors stated above do not impact on how much each lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing, postage and outlays, but the structure of the Scheme and the features and characteristics of the lots result in a differential burden on the costs of the Body Corporate for repair and maintenance of the common property. When allocating the CSLE to be included in the contribution schedule, each of the factors stated above impacts on the allocation in the way set out below.

4. Allocation

When allocating the lot entitlements to be included in the CSLE, each of the factors stated above impacts on the allocation in the following ways:

4.1 Structure of the Scheme

The Scheme is not part of a layered scheme therefore the structure of the Scheme does not affect the CSLE.

The common property facilities (for example swimming pool, internal roads, and landscaping) are part of the community titles scheme.

However different lots in the Scheme utilise common property to a greater extent depending upon their location in the Scheme.

4.2 Nature, Feature and Characteristics of the Lots in the Scheme

The lots in the Scheme were created by a Building Format Plan and the Body Corporate is responsible for the repair and maintenance of common property within the Scheme. This

includes the recreation facilities, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of lots in the Scheme increase the burden that the lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis:-

- (a) The external surface area of the lot. Additional entitlements are added depending on whether the lot has small, medium, large or extra large external surface area.
- (b) The external common property that benefits the lot. The external surface area of a lot, which as part of the common property comprises, amongst other things the exterior walls, aluminium balustrade, window frames and fittings and glass, metal screens and louvres, roofing membrane and materials. The greater the exposure of the lot to the common property, the greater the common property to be maintained by the Body Corporate and consequently the greater the CSLE. Therefore units that need a greater perimeter of external wall have a greater CSLE.
- (c) The internal common property that benefits the lot. The internal common property comprises, amongst other things, fire prevention and extinguisher equipment (such as sprinklers, booster pumps, thermo-detection units), common area carpets and electrical wiring. These all require maintenance and replacement. Therefore lots that enjoy a greater amount of these, especially with regard to special authority or exclusive use to enjoy areas that benefit from this property, have a greater CSLE.

The CLSE has been adjusted from being equal to the extent lots give rise to particular costs or extra costs that other lots do not.

4.3 The Purpose for which the Lots are used

Each of the lots in the scheme is used for residential purposes and consequently this factor does not contribute to any differences in the lot entitlements between the residential lots.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Not applicable

SCHEDULE C	BY-LAWS
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1. Preliminary**1.1 Severability**

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

1.2 Interpretation

(a) In these By-Laws, except where the context otherwise requires:

- (i) plurals include the singular and singular the plural. References to either gender shall include a reference to the other gender;
- (ii) reference to the whole includes any part of the whole;
- (iii) references to any Act of Parliament or to any regulation will be read as if the words "and any statutory modification or re-enactment of it or substitution for it" were added to the reference; and
- (iv) reference to any person includes reference to any individual, company, body corporate, association, partnership, firm, joint venture, trust and governmental agency.

(b) Headings are for guidance only and are not to be used as an aid in the interpretation of these By-Laws;

1.3 Definitions

In these By-Laws:

- (a) "**Act**" means the Body Corporate and Community Management Act 1997;
- (b) "**Boat**" will include sailboard, jet ski and similar pleasure craft;
- (c) "**Body Corporate**" means the Body Corporate established upon the registration of the Scheme;
- (d) "**Body Corporate's Representative**" means a member of the Body Corporate appointed by it from time to time to represent it;
- (e) "**Building**" means any fixed structure that is wholly or partly enclosed by walls and is roofed and includes any part of such a structure;
- (f) "**By-Laws**" means these By-Laws or any specified part of them;
- (g) "**Common Property**" has the same meaning as defined in the Act as applied to the Scheme;
- (h) "**Company**" means Sunland Developments (QLD) Pty Ltd A.C.N. 122 887 969 its successors, assigns and nominees and includes, where the context allows, the servants and agents of that company;

- (i) **"Contractor"** means any contractor engaged from time to time by the Body Corporate, including (without limitation) the person engaged to collect and dispose of the garbage;
- (j) **"GST"** means any value added, consumption, turnover or similar tax, impost or duty on goods and/or services which is introduced by the Commonwealth or any State or Territory;
- (k) **"Heavy Vehicle"** means a vehicle weighing in excess of two tonnes;
- (l) **"Lot"** means a lot in the Scheme;
- (m) **"Manager"** means the person or corporation appointed by the Body Corporate from time to time to, amongst other things, keep the Common Property in good order
- (n) **"Manager's Lot"** means Lot 71 in the Scheme or such other lot (or lots) notified to the Body Corporate by the Original Owner to be used for the provision of caretaking and/or letting services (which lot or lots cannot be changed without the Manager's approval);
- (o) **"Motor Vehicle"** includes motor bikes but does not include motor vehicles in excess of 2 tonnes weight, caravans, camper-vans or mobile homes;
- (p) **"Occupier"** means the legal occupant from time to time of a Lot;
- (q) **"Original Owner"** has the meaning given to it in the Act;
- (r) **"Owner"** means any owner of a Lot and includes where the context allows, that person's tenants, guests, invitees, servants and agents;
- (s) **"Recreation Areas"** includes any pool, gymnasium, steam room, barbeque area or other area generally used for recreation purposes within the Scheme Land;
- (t) **"Regulation Module"** means the Regulation Module applicable to the Scheme under the Act;
- (u) **"Scheme"** means the community titles scheme identified in Item 1 of this Community Management Statement;
- (v) **"Scheme Land"** means all the land contained in the Scheme; and
- (w) **"Speed Limit"** means the speed of 10kms per hour or any other reasonable speed nominated by the Body Corporate.

2. Use of Lot

2.1 Residential use only

Subject to By-Laws 2.2 and 2.3, a Lot can be used for residential purposes only.

2.2 Provision of additional services (Manager's Lot)

The Manager's Lot may be used for residential purposes and for the purposes of the providing management, letting and related services to the Lots and Common Property in the Scheme.

2.3 Original Owner Exception (Display Lot)

- (a) While the Company is the Owner of any Lot it may:

- (i) use that Lot for display purposes;
- (ii) allow prospective purchasers of any Lot to inspect such display Lot; and
- (iii) use any signs, advertising or display material in or about the display Lot and Common Property in accordance with By-Law 37.1(a)(i) as it thinks fit.

3. Appearance of Lots and Common Property

3.1 Appearance of Lots

- (a) A Owner or Occupier must not hang washing, towels, bedding, clothing or other articles (except on clothes lines in designated areas provided by the Body Corporate (if any)) or display any sign, advertisement, placard, banner, pamphlet or like matter on the Common Property or on any part of a Lot in such a way as to be visible from outside the Lot without the prior written consent of the Body Corporate.
- (b) Despite By-Law 3.1, the Manager is permitted to display reasonable signs or notices on the Scheme Land offering any Lot for sale or lease provided that the signs or notices do not detract from the overall appearance of the Scheme.

3.2 Structural Alterations to Exterior

- (a) An Owner or Occupier of a Lot must not do anything to vary the external appearance of the Lot or vary the Common Property without the prior written consent of the Body Corporate,
- (b) An Owner or Occupier must not make any structural alterations to any Lot which includes, without limitation, any alteration to gas, water, electrical installations or work for the purpose of enclosing any balcony of any Lot.

3.3 Windows

- (a) The windows of each Lot must be kept clean by the Occupier of the Lot and, if broken or cracked, promptly replaced by the Occupier of the Lot with fresh glass of the same kind colour and weight.
- (b) Windows must not be covered with aluminium foil or similar reflective material or tinted and shutters, awnings or other window covers must not be affixed externally to any Building.
- (c) This By-Law will not prevent security screens being installed over windows provided the Body Corporate has provided its prior written consent as to the type, quality, colour and style of security screen.
- (d) An owner must not hang curtains that are visible from outside the Lot unless those curtains have a white backing, or unless the colour and design have been approved by the Body Corporate
- (e) An owner must not install, renovate or replace a curtain backing or window treatment without obtaining the prior written consent from the Body Corporate in relation to the colour and design of the intended window furnishing or treatment.

3.4 Structural Alterations to the Interior of Lots

- (a) The manner and style of any structural fit out or structural alteration to the interior of any Lot must have the prior written approval of the Body Corporate which may be granted with or without conditions.
- (b) In making a determination in relation to By-Law 3.4(a), the Body Corporate will be entitled to request copies of relevant plans and specifications.
- (c) All reasonable costs of the Body Corporate considering any fit outs or alterations under this By-Law will be payable by the relevant Owner on demand.
- (d) This By-Law shall not apply to the Original Owner.

3.5 Body Corporate to paint etc

The Body Corporate will:

- (a) paint the exterior of all Buildings at such times as are determined by the Body Corporate in uniform colour scheme approved by the Body Corporate;
- (b) maintain in good condition and repair all vegetation and yard landscaping (except where same is the responsibility of an Owner under these By-Laws); and
- (c) maintain all fences and gates attached to or forming part of the fences erected or constructed by or on behalf of the Company as developer on Common Property.

4. Maintenance of Lots

4.1 Owner's Obligations

- (a) An Owner or Occupier of a Lot will:
 - (i) be responsible for the proper maintenance and decoration of the Lot;
 - (ii) maintain in good condition and repair any improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or any part of the Lot) and, where appropriate, will not use building materials and external finishes other than of the same colour and type as those comprised in such improvements without the prior written consent of the Body Corporate;
 - (iii) maintain the interior of the Lot in a clean condition and take all practical steps to prevent infestation by vermin or insects; and
 - (iv) maintain in good condition and repair and keep clean any part of the Common Property which the owner has the exclusive use of including any hot water system or air conditioning condenser unit servicing the Owner's Lot which may be located in that area, but excluding any fences located on the Common Property.
- (b) The Body Corporate may give written notice to an Owner or Occupier of a Lot requiring that:
 - (i) the Improvements be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or any part of the Lot); and

- (ii) the obligations under By-Law 4.1 must be complied with, and if such notice has not been complied with to the reasonable satisfaction of the Body Corporate within 14 days of the date of that notice, the Body Corporate may, in its absolute discretion, cause the obligations under By-Law 4.1 to be carried out in accordance with the notice and the Owner or Occupier (as the case may be) must pay the costs incurred or payable by the Body Corporate on demand.
- (c) An Owner or Occupier of a Lot will allow the Body Corporate and the servants and contractors of the Body Corporate access to the Lot and the Improvements at all reasonable times for the purpose of inspection and carrying out works under By-Law 4.1(b)(ii) provided that the Body Corporate gives the Owner or Occupier reasonable notice of its intention to enter upon the relevant Lot and carry out works.

4.2 Improvements

For the purposes of this By-Law 'Improvements' includes walls, windows, garage roller doors, doors, floorcoverings, fly screens, gates, patios, walkways, paths, driveways, yard, lawn, landscaping, garden, plants, pergolas, shade structures and irrigation and drainage facilities located within the Lot or in any exclusive use area..

5. Vegetation

5.1 Register

The Body Corporate may, at its option, maintain a register of and describing trees, landscaping and any associated plants within the Scheme Land.

5.2 Prohibition against destruction

An Owner or Occupier must not:

- (a) wilfully injure, ring bark, cut down, top, lop, remove or destroy any trees, plants or other growing thing or landscaping (collectively "Landscape") on the Scheme Land (whether or not identified in the register);
- (b) use any part of the Common Property as a garden;
- (c) damage any of the Landscape on the Common Property; or
- (d) otherwise partially or totally remove any of the Landscape (whether or not entered in the register) except with the prior written approval of the Body Corporate given in accordance with these By-Laws.

5.3 Application requirements

- (a) An Owner may apply to the Body Corporate for approval to partially or totally remove part of the Landscape,
- (b) The application must be made in writing and set out:
 - (i) the reason(s) why the partial or total removal is sought;
 - (ii) the description of the land on which the relevant part of the Landscape is situated to enable it to be reasonably capable of identification; and

- (iii) any other information the applicant considers relevant.

5.4 Decision of the Body Corporate

- (a) The Body Corporate may:
- (i) approve the application;
 - (ii) attach such conditions to the approval as it considers appropriate; or
 - (iii) refuse the application.
- (b) The Body Corporate must make, and notify the applicant of, its decision within 30 days after receipt of the application.

5.5 Right of the Body Corporate

The Body Corporate has the right at its discretion to maintain and (if necessary) lop, top, cut down or remove any trees or other vegetation in the Scheme Land.

5.6 Exemption – Staged development works

By-Laws 5.1 to 5.5 do not apply to the Company in the course of its developing a Lot or Lots in stages, until all Lots created (or proposed by the Company to be created) in the Scheme have been sold.

6. Water Apparatus

- (a) An Owner or Occupier must properly turn off all water taps in the Lot after use,
- (b) The water closets, conveniences and other water apparatus including water pipes and drains in each Lot must not be used for any purpose other than those for which they were constructed and sweepings, rubbish or other unsuitable substances must not be deposited in them.
- (c) Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by the Owner or Occupier of the Lot on which the damage or blockage occurred, whether it was caused by his own acts or omissions or those of members of his household or his servants, agents or guests.

7. Temporary Buildings

An Owner or Occupier cannot place upon any Lot or Common Property any outbuilding, tent, shack, shed or other temporary building or improvement.

8. Lighting and Heating of Lots

The Owner or Occupier must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating in a Lot nor in any other way cause or increase a risk of fire or explosion in a Lot.

9. Storage of Flammable Liquids, etc

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

10. Pets

- (a) Subject to the Act and the Guide Dogs Act 1972, an Owner or Occupier must not bring an animal on to, or keep an animal on, the Lot or the Common Property; or permit an invitee to bring an animal on to, or keep an animal on, the Lot or the Common Property without the prior written consent of the Body Corporate.
- (b) The Body Corporate may give consent under By-Law 10(a):
 - (i) provided the following conditions are included in the approval;
 - A. the animal weighs 10 kg or less;
 - B. where the animal is on Common Property, it is kept on a leash (or is otherwise appropriately restrained, having regard to the animal);
 - C. the animal does not interfere with other persons lawfully using Common Property;
 - D. the Owner or Occupier is in complete control of the animal;
 - E. the Owner or Occupier cleans up after the animal; and
 - F. the animal wears a form of identification and, where the animal is a cat, it wears at least one bell;
 - G. the Owner or Occupier complies with the requirements of the Gold Coast City Council Local Law No 12 (Keeping and Control of Animals) and the Gold Coast City Council Local Law Policy No 12 (Keeping and Control of Animals); and
 - H. the Owner or Occupier acknowledges that he is absolutely liable to each other Owner and Occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by that animal; and
 - (ii) with any other conditions it reasonably deems necessary.
- (c) If the Body Corporate is satisfied that there is a persistent contravention of this By-Law in relation to a particular animal, the Body Corporate may give notice in writing to the Owner or Occupier that the animal must be permanently removed from the Common Property,
- (d) Whilst the Original Owner owns a Lot, the Original Owner may give notice to the Body Corporate that an Occupier or Owner is permitted to have an animal on Scheme Land and notwithstanding the terms of this By-Law the approval from the Original Owner is deemed to be approval of the Body Corporate under By-Law 10(a).

11. Antennae

- (a) The Original Owner may install an individual antennae to the roof of each Building in the Scheme.
- (b) An Owner or Occupier must not erect, construct or place any television, radio or other electronic antenna or device of any type on any Lot or Common Property unless the Owner or Occupier obtains the prior written consent of the Committee. The Owner and Occupier of the Lot will be responsible for maintenance and operating costs of any such device.

- (c) An Owner or Occupier may erect or place a satellite dish on their Lot provided that:
- (i) the Owner or Occupier first advises the Committee of its intention to do so;
 - (ii) the satellite dish is of a reasonable size and does not detract from the overall amenity and appearance of the Scheme taking into account its colour and general appearance; and
 - (iii) the appropriate utility infrastructure exists for that purpose and the Owner or Occupier connects the satellite dish to the existing utility infrastructure in the location advised by the Committee.

The Occupier of the Lot will be responsible for the maintenance and operating costs of any such satellite dish.

12. Security

- (a) An Owner or Occupier must:
- (i) not install, or permit to be installed, any security system on any Lot or on Common Property without the prior written consent of the Body Corporate; and
 - (ii) securely fasten all doors and windows to their Lot on all occasions when the Lot is left unoccupied.
- (b) The Body Corporate has the right to enter the Lot to fasten any door or window that is insecurely fastened,

13. Insurance

- (a) The Body Corporate will;
- (i) effect insurance that is required by the Act or Regulation Module on behalf of each Owner and keep insured all buildings and any improvements within the Scheme Land under a damage policy to their reinstatement or replacement value; and
 - (ii) levy the Owners from time to time for funds to pay the premiums.
- (b) Upon written request from the Body Corporate, Owners must immediately provide to the Body Corporate with any information required by it to allow it to take out, renew or update any insurance policy under By- Law 13(a).
- (c) An Owner or Occupier of a Lot must not bring to, do or keep anything on his Lot which may increase the rate of fire insurance on a Lot or any other part of the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy for such Lot or Scheme Land or the regulations or ordinances of any public authority for the time being in force.

14. Nuisance

- (a) An Owner or Occupier of a Lot must not carry on any noxious or offensive trade or activity on the Scheme Land or in any Lot nor may anything be done which may be, or may become, an annoyance or nuisance to the Scheme Land or any other Owner or Occupier or which may be likely to interfere with the quiet enjoyment of another Lot by any other Owner or Occupier or which in any way increases the rate of insurance in respect of the Scheme Land.

- (b) Without limiting the generality of By-Law 14(a), each Owner or Occupier must ensure that:
- (i) no auction sale is conducted on his Lot, or elsewhere in the Scheme Land but relative to his Lot or anything in it, without the prior written consent of the Body Corporate;
 - (ii) no sound device (except security or warning devices used exclusively for such purposes) power equipment, power tool or any item which may unreasonably interfere with television or radio reception to any Lot within the Scheme Land, is used on the Scheme Land and no noisy or smoky vehicle or unlicensed off-road vehicle is used or placed on the Scheme Land, or exposed to the view of any other Owner or Occupier, without the prior written consent of the Body Corporate;
 - (iii) all musical instruments, radio receivers, record, cassette or disc players, television sets and the like are controlled so that the sound emanating from them is at a reasonable level and will not cause annoyance to Owners and Occupiers of other Lots;
 - (iv) their guests or invitees leaving after 11.00pm are requested to leave quietly;
 - (v) they are quiet when returning to their Lot late at night or in the early morning hours; and
 - (vi) if unavoidable noise will occur in his Lot, take all practical measures (including closing all doors, windows and curtains to his Lot) to minimise annoyance to other Owners and Occupiers.
- (c) unless otherwise specified in another By-Law or a rule properly made by the Body Corporate, the outdoor recreational areas in the Scheme are not used, or allowed to be used, between the hours of 9.00pm and 7.00am.

15. Obstruction

An Owner or Occupier of a Lot must not obstruct:

- (a) the lawful use of the Common Property by any person; or
- (b) use for any other purpose than the reasonable access to and from his Lot, pathways and driveways on the Common Property and any easement giving access to the Common Property.

16. Depositing Rubbish on Common Property

- (a) An Occupier or Owner must not:
 - (i) deposit or throw upon the Common Property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the use and enjoyment of the Common Property or Lot of another Occupier or Owner;
 - (ii) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of a Lot.
- (b) Any damage or costs for cleaning or repair caused by breach of this By-Law will be borne by the Occupier or Owner concerned.

17. Garbage Disposal**(a) Each Owner or Occupier must:**

- (i) except where the Body Corporate provides some other means of disposal of garbage, maintain on his Lot or on such part of the Common Property the Body Corporate designates, in a clean and dry condition and adequately covered, a receptacle for garbage;
- (ii) use the recycle bins and garbage receptacles (if any) that may be provided by the Body Corporate and/or the relevant local authority in the area designated by the Body Corporate for that purpose (and must ensure that recycle bins and garbage receptacles are stored in the area designated by the Body Corporate for that purpose (if any));
- (iii) at all times protect garbage deposited in the receptacle against the attraction of flies by wrapping the garbage in paper or other suitable material;
- (iv) at least once every fortnight thoroughly cleanse and deodorise the receptacle;
- (v) at all times keep the proper lid (of correct fit) on the receptacle, except when the lid is removed to deposit garbage into the receptacle, to have its contents removed or so he may clean it;
- (vi) not place or cause to be placed in the receptacle any refuse, or other thing which is aflame, smouldering, sludge, alive or not garbage;
- (vii) ensure that receptacle is not overloaded to more than the maximum weight for the receptacle;
- (viii) ensure the receptacle is placed at the nominated collection point on collection days;
- (ix) comply with all local authority by-laws and ordinances relating to the disposal of garbage and ensure the receptacle is returned to the lot on the same day after collection;
- (x) ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot is not adversely affected by his disposal of garbage; and
- (xi) comply with any reasonable directions issued by the Body Corporate or Committee in relation to the proper and efficient use of any recycle bin or garbage receptacle.

- (b) For the purpose of By-Law 17(a)(vi), "sludge" means any matter or thing, whether solid or liquid or a combination of solids or liquids, which have been removed from a septic tank, septic closet, chemical closet, sullage pit, grease trap or any holding tank or other container forming part of or used in connection with a septic tank, septic closet, chemical closet, sullage pit or grease trap.

18. Damage to the Common Property or Lot

An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property or the exterior of his Lot or any Common Property asset, except with the consent in writing of the Body Corporate,

19. Body Corporate to be Notified of Accidents etc.

- (a) An Owner or Occupier must promptly notify the Body Corporate of any accident to, or defect in, any water pipes, gas pipes, electric installations or fixtures which comes to his knowledge.

- (b) The Body Corporate and its servants and agents have authority in the circumstances having regard to the urgency involved to examine the defective item and to make such repairs or renovations as they consider necessary for the safety and preservation of any Lot or any Buildings on the Scheme Land as often as may be necessary.

20. Use of Commercial Vehicles, Caravans etc and Heavy Vehicles

- (a) An Owner or Occupier must not:
 - (i) permit any caravan, campervan, mobile home, Boat or trailer upon the Common Property or upon a Lot unless it is housed in a garage and is not visible from any part of the Common Property;
 - (ii) permit any occupation of a caravan, campervan or mobile home upon a Lot;
 - (iii) park or keep a vehicle of a commercial type (which includes, but without limitation, a dump truck, cement mixer truck, delivery truck, coach, bus or operable vehicle equipment, whether mobile or otherwise) within the Scheme Land except for the purpose and in the course of commercial deliveries; or
 - (iv) drive or permit to be driven any Heavy Vehicle into or over the Common Property other than such Heavy Vehicles necessary to complete the construction of Improvements on the Scheme Land, and any Heavy Vehicles entitled to come on the Common Property by any statute and/or local authority ordinances.
- (b) For the purposes of this By-Law 'Improvements' includes Lots, buildings, swimming pools, outdoor recreation areas, entertainment areas, walkways, paths, driveways, landscaping, irrigation, drainage facilities and any other structures.

21. Motor Vehicles

21.1 Owner's and Occupier's Parking

An Owner or Occupier must not park or keep on his Lot any Motor Vehicle other than wholly within the parking area designated for it,

21.2 Visitor's Carparking

- (a) An Owner or Occupier of a Lot must use his best endeavours to ensure that any invitees do not park or stand any Motor Vehicle upon the Scheme Land except within a car parking space which the Body Corporate has nominated for visitor parking.
- (b) Any Motor Vehicle of an Owner or Occupier's invitee must not be permitted to park on the Scheme Land except within a car parking space which the Body Corporate has nominated for visitor parking for more than four hours without the prior written consent of the Body Corporate.

21.3 Direction by the Body Corporate

- (a) The Body Corporate may in its absolute discretion by written notice from time to time to the Owners and Occupiers of Lots within the Scheme Land, nominate which car parking spaces situated on Common Property may be used by the invitees of Occupiers or Owners of Lots,
- (b) The Body Corporate may from time to time issue written directions for parking of vehicles on the Common Property and each Owner or Occupier will observe those directions.

- (c) The Body Corporate may delegate the function of enforcement of the rules and regulations or directions given by the Body Corporate or the Committee pursuant to By-Law 21.3 to the Manager or other service provider duly appointed by the Body Corporate to maintain Common Property and, where so delegated, the delegate has all the powers and duties of the Body Corporate with respect to parking of Motor Vehicles as the Body Corporate has under the Act, the Module or these By-laws.

21.4 Repairs

- (a) An owner or Occupier must not conduct repairs or restorations to any motor vehicle, boat, trailer, aircraft or other vehicle on a Lot or Common Property except:
- (i) wholly within the Owner's or Occupier's garage; and
 - (ii) if such activity does not interfere with the quiet enjoyment of other Lots by their Owners or Occupiers,
- but such activity is at no time permitted if it is determined by the Body Corporate in its sole discretion to be a nuisance.

21.5 Use of Garage

The Owner or Occupier must use his garage only as a garage and for general storage purposes and may not convert it to any other use unless the written consent of the Body Corporate is first obtained and then only in accordance with the terms of such consent.

22. Insect and Pest Control

The Body Corporate is authorised to enter, by its agents, servants or contractors, onto each Lot (after giving reasonable notice), for the purpose of treating it with the intent of eradicating insects and pests.

23. Inspection of Lots

- (a) The Body Corporate and its servants, agents and contractors may, on one day's written notice to the Owner or Occupier, enter any Lot:
- (i) to inspect the interior of any Lot and to test any electrical, gas or water installation or equipment in it; and
 - (ii) to trace and repair any leakage or defect in any installations or equipment (at the expense of the Owner or Occupier of the Lot concerned in the case where such leakage or defect is due to any actual default of such Owner or Occupier or his invitees).
- (b) In exercising the power in By-Law 23(a), the Body Corporate will ensure that its servants, agents and employees cause as little inconvenience to the Owner or Occupier as is reasonable in the circumstances.

24. Leasing

- (a) An Owner may let his Lot but only:
- (i) by means of a written lease or tenancy agreement; and
 - (ii) if that lease or agreement obliges the lessee or tenant to comply with these By-Laws.

- (b) Each Owner who lets his Lot is to be responsible for ensuring compliance with the lease or tenancy agreement generally, but particularly as it relates to compliance with these By-Laws.

25. Drilling

An Owner or Occupier cannot drill anywhere on the Scheme Land except as part of geological testing on the foundation design of any Building within the Scheme Land comprising his Lot

26. Fences

An Owner cannot without the written consent of the Body Corporate erect any fence.

27. Pergolas, Shade Structures, Screens, External Blinds or Awnings

- (a) An Owner shall not construct or permit the construction or erection of any pergola, screen, external blind or awning or other structure or outbuilding of any kind within or upon a lot or on the Common Property except with the written approval of the Body Corporate. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be forthwith removed with or without notice by the Body Corporate and each of its employees, agents and contractors and any entry onto the lot pursuant to this By-Law shall not constitute trespass. All costs incurred in such removal may be recovered from the Owner of the lot as a liquidated debt. This by-law shall not apply to the Original Owner.
- (b) The Body Corporate will not unreasonably withhold its consent to an Owner erecting a permanent or temporary pergola or shade structure ("a Shade Improvement") provided that the following conditions are complied with:
- (i) the Shade Improvement must be erected in the location in the exclusive use courtyard area approved by the Committee;
 - (ii) the Shade Improvement to be constructed must comply in all respects with the design guidelines ("Design Guidelines") adopted by the Body Corporate relevant to the Owner's Lot. Upon request in writing and payment of any reasonable fee required by the Body Corporate, the Body Corporate will provide a copy of the Design Guidelines to an Owner;
 - (iii) the Owner must at its cost obtain and comply with all approvals, consents and licences required for, or that relate to, the construction and use of the Shade Improvement;
 - (iv) the style, design and colour of the Shade Improvement shall be (to the greatest extent possible);
 - A. be as advised (or approved) by the Body Corporate (acting reasonably) provided that what is advised or approved is not inconsistent with the Design Guidelines; and
 - B. is consistent with the Lot to which the exclusive use courtyard area attaches and shall not detract from the amenity of the Scheme.
 - (v) the Shade Improvement to be constructed must be of high quality workmanship and carried out by appropriately qualified tradespeople; and

- (vi) the Owner and/or Occupier of the Lot must comply with any reasonable direction by the Body Corporate in respect of the Shade Improvement and must comply with all local authority laws and regulations that relate to the construction and use of the Shade Improvement.
- (c) The Owner and Occupier of a Lot are responsible for the repair and maintenance of any Shade Improvement or other improvement constructed in any exclusive use courtyard area allocated to the Lot (so that any part of the improvement/s visible from outside the Lot or Common Property is kept in an attractive state). An Owner or Occupier shall not, except with the consent in writing of the Body Corporate, change the size, type or colour of the improvement once properly constructed.
- (d) In the event that the Shade Improvement results in any additional cost or expense to the Body Corporate in respect of repair or maintenance, the Owner of the Lot which has the benefit of the Shade Improvement shall reasonably contribute towards the additional cost incurred due to the Shade Improvement.

28. Air Conditioners

- (a) An Owner must not install an air conditioner (and air condition condenser) in a Lot or on Common Property without the approval in writing of the Body Corporate and any air conditioner (and air condition condenser) installed pursuant to this By-Law must not be on a roof of a Building and must not be visible from another Lot, Common Property or other land surrounding the Scheme Land.
- (b) The Body Corporate must not unreasonably withhold consent to approval under By-Law 28(a) if the air conditioner (and air condition condenser) does not detract from the overall amenity and appearance of the Scheme taking into account the size, colour, noise level, capacity, general appearance and place for installation of the air conditioner and any existing air conditioners.
- (c) The owner of each air conditioner (and air condition condenser) will be responsible for the maintenance and operation of the air conditioner (and air condition condenser) installed under this By-Law or already installed for the benefit of the Lot including the maintenance of the condenser unit or any other part of the air conditioning unit which is located on a part of common property which the Owner or Occupier has use of. For the avoidance of doubt, the owner and occupier of a Lot is responsible for the repair and maintenance of any air conditioner (and air condition condenser) and associated equipment in respect of any air conditioner (and air condition condenser) which services their Lot whether that air conditioner (and air condition condenser) and associated equipment is situated within their Lot or on any part of the Common Property (including on any exclusive use area).
- (d) Whilst the Original Owner owns a Lot, the Original Owner may give notice to the Body Corporate that an Occupier or Owner is permitted to install an air conditioner (and air condition condenser) and notwithstanding the terms of this By-Law the approval from the Original Owner is deemed to be approval of the Body Corporate under By-Law 28(a).

29. Contractors

- (a) An Owner or Occupier must not directly instruct any contractor or workmen employed by the Body Corporate unless specifically authorised to do so.

- (b) All requests for the Body Corporate to consider giving directions on a particular matter to a contractor or workman must be directed to the Body Corporate's representative, who will in turn refer the request to the Body Corporate for determination.

30. Notification of Infectious Diseases

If any infectious disease, which may require notification by virtue of any statute, regulation or ordinance, affects any person in any Lot, the Owner or Occupier of that Lot must;

- (a) give, our cause to be given, notice of that fact and any other information relative to the disease which may be required to the Body Corporate; and
- (b) pay to the Body Corporate the expenses of disinfecting the Lot or any part of the Common Property (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by such disease.

31. Notices to be Observed

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

32. Rules Relating to Common Property

The Body Corporate may make rules relating to the Common Property that are not inconsistent with these By-Laws and those rules must be observed by each Owner and Occupier unless and until they are disallowed or revoked by a resolution at a general meeting of the Body Corporate.

33. Recreation Areas

33.1 Availability

The Recreation Areas must not be used between the hours of 9.00 pm and 7.00 am or such other hours as agreed to by the Body Corporate and the Manager and notified to the Owners and Occupiers.

33.2 Rules for Use

All Owners and Occupiers when making use of the Recreation Areas must ensure:

- (a) that any invitees and guests do not use the Recreation Areas unless a Owner or Occupier accompanies them;
- (b) that children below the age of 13 years are not in or around the Recreation Areas unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (c) that the invitees exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons;
- (d) if congestion is experienced in the use of the Recreation Areas, the Manager may arrange for the implementation of systems for the mutual benefit of all Owners and Occupiers in the Scheme Land; and
- (e) all users of the Recreation Areas must be suitably attired and must observe a dress code suitable for the occasion.

34. Swimming Pool, Spa and Steam Room**34.1 Use of Swimming Pool, Spa and Steam Room**

Occupiers and any other authorised users may use the swimming pool, spa and/or steam room and associated facilities on the Common Property subject to compliance with the following:

- (a) that any invitees and guests do not use the swimming pool or spa or steam room unless an Owner or Occupier accompanies them;
- (b) that children below the age of 13 years are not in or around the swimming pool or spa or steam room unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (c) alcoholic beverages must not be consumed in or around the swimming pool or spa or steam room;
- (d) running, rough play in or about the swimming pool or spa or steam room, excessive splashing, improper or unsafe diving in the pool are prohibited;
- (e) food, glass, breakable items and pets must not be brought in or around the swimming pool or spa area or steam room;
- (f) the swimming pool, spa and steam room area must only be used between the hours of 7:00am and 9.00pm or such other time as the Body Corporate may determine;
- (g) all users of the swimming pool and spa and steam room must be suitably attired and must observe an appropriate dress code;
- (h) after the facilities are used, the relevant area must be left in a clean and tidy state and available to the next users; and
- (i) heating of the spa is at the discretion of the Committee.

35. Barbeques**35.1 Designated Barbeque Area**

Occupiers and any other authorised users may use the barbeque area and associated facilities on the Common Property subject to compliance with the following rules:

- (a) the area is only to be used between the hours of 7:00am and 9.00pm or such other time as the Body Corporate may determine;
- (b) the area is not to be used so as to create a nuisance or disturbance to other Owners or Occupiers. In particular:
 - (i) all sound systems, musical instruments and the like are to be controlled so that the sound arising from them is reasonable and does not cause annoyance to others;
 - (ii) food, cigarette butts, papers and other items must be deposited in an appropriate rubbish receptacle and not be littered about the area;
 - (iii) there is to be no offensive language; and

- (iv) all users of the barbeque area must be suitably attired and observe an appropriate dress code;
- (c) cooking appliances and appurtenances must be used in a proper manner and turned off according to the operating instructions and all such appliances and appurtenances are to be thoroughly cleaned after use; and
- (d) if the barbecue is not adequately cleaned after use, the Manager may, at his discretion, charge the Owner or Occupier who last used the barbecue the cost of cleaning the barbecue. Such charge is payable on demand to the Manager by the relevant Owner or Occupier.

35.2 Other Barbeques

Despite any By-Law to the contrary, owners and occupiers are permitted to keep and use a barbeque on their Lot (including any balcony (if any)) on the condition that the use of the barbeque does not detract from the overall amenity and appearance of the Scheme and the usage and operation of such barbeque complies with fire department regulations and any applicable laws relating to the storage of combustible substances.

36. Booking of Common Property

- (a) The Manager may, at its discretion, operate a booking system to enable Owners or Occupiers of the Scheme Land to reserve any part of the Common Property for functions or other uses from time to time. This includes, the barbecue and any other part of Common Property which may be used for functions of any kind or a meeting room.
- (b) in operating such booking system the Manager:
 - (i) will allocate bookings on a 'first come first served' basis;
 - (ii) may require a deposit of \$100 (or other amount the Body Corporate deems appropriate from time to time) to cover the costs of cleaning and repair of Common Property. If, in the reasonable opinion of the Manager, the Common Property has not been adequately cleaned after the function, or damage has occurred to the Common Property as a result of the function, then the Manager may withhold the deposit and apply it to such cleaning or repair; and
 - (iii) must comply with the reasonable requirements of the Body Corporate in relation to the management and operation of the booking system, as notified to the Manager from time to time.
- (c) The Manager is authorised to refuse to accept a booking if, in the reasonable opinion of the Manager, the person placing the booking:
 - (i) has previously failed to adequately clean the function area after a function;
 - (ii) has previously failed to honour a booking where the Manager has refused to accept a later booking as a result of the person's booking; or
 - (iii) has been using the function area frequently, and the repeated prior booking of the area is denying access to other owners or occupiers who have a genuine reason for using the area and seeking a booking; or
 - (iv) is likely to cause a disturbance to the Scheme Land as a result of the booking.

37. Construction of Lots**37.1 Rights of Original Owner**

- (a) While the Original Owner (and any person the Original Owner assigns its rights to under this By-Law) remains an owner of any Lot in the Scheme Land, it and its contractors, agents and those authorised by it, will be entitled:
- (i) to place such signs and other advertising and display material in and about a Lot and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual privacy of other Lots and the general aesthetics and amenity of the Scheme Land, and will not at any time, and from time to time be more, in terms of number and size, than is reasonably necessary;
 - (ii) to carry out any building (including construction) of any improvements, or any other things done on the Scheme Land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that; and
 - (iii) to use the Common Property or other lots, in the Scheme to:-
 - A. together with persons authorised by it, to pass over the Common Property (with or without Motor Vehicles, Heavy Vehicles or equipment) to gain (or give) access to and egress from any part of the Scheme Land; and
 - B. store building materials, Motor Vehicles, Heavy Vehicles, equipment or fill on the Scheme Land.

37.2 Directions by original owner during construction

While any construction or building operations are occurring on the Scheme Land, Owners, Occupiers and invitees to the Scheme Land must comply with the reasonable direction of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

37.3 Exercise of rights by Original Owner

- (a) The Original Owner is permitted to use and damage the Common Property for the purpose of developing the Scheme Land. If any damage is caused to the Common Property or anything on the Common Property, the Original Owner will make good the damage at its expense.
- (b) In exercising its rights under this By-Law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment, by lot owners, of their lots and the Common Property.
- (c) Any By-Law that requires Body Corporate or Committee approval or permission to carry out works within the Scheme shall not apply to any rectification works or further works being carried out or to be carried out by the Original Owner in the course of finishing all works on the Scheme Land.
- (d) The Original Owner may bring equipment and materials on to the Common Property and access shall be restricted for safety and security reasons to the Original Owner and its contractors for those areas of Common Property and lots where works are being carried out. The Original Owner may lock off or put up barricades to areas for the safety and security of people on Scheme Land.

- (e) The Original Owner may interrupt or use the supply of utility services when carrying out works.
- (f) If there is any inconsistency between the terms of this by-law and any other by-law, the terms of this by-law shall prevail to the extent of any such inconsistency.
- (g) The Occupier shall not instruct any contractors or workmen engaged by the Body Corporate or the Original Owner unless so authorised

38. By-Laws to be made available

In respect of any Lot which is made available for letting, a copy of these By-Laws must be made available to an Occupier of the Lot upon request by that Occupier.

39. Speed Limit

An Owner or Occupier must not exceed the Speed Limit while driving any Motor Vehicle or Heavy Vehicle on the Common Property and must use its best endeavours to ensure that any invitees do not exceed the Speed Limit.

40. Letter Boxes

- (a) The Body Corporate will provide a separate letter box for each Owner in an area on the Common Property adjacent to the Building containing recreation facilities (or in such other location as determined by the Body Corporate).
- (b) The Body Corporate will be responsible for the maintenance of the letter boxes and will ensure that each letter box clearly identifies the Lot number of the Owner for whose use it is provided.
- (c) An Occupier must regularly clear the letter box for his or her Lot.
- (d) The Company is not required to contribute to maintenance of any such letter box designated for a Lot of which it is the Original Owner.

41. Exclusive Use Areas

41.1 Grant of Exclusive Use

- (a) The Owners of lots identified in Schedule E are entitled to exclusive use areas indicated in that schedule and as identified on sketch plan which is attached to this Community Management Statement.
- (b) The Original Owner may allocate Common Property to Owners for exclusive use purposes and any allocation will be effective if:-
 - (i) the allocation is made within 12 months of the date of recording of the CMS that first included this By-Law; and
 - (ii) details of the allocation are notified to the Body Corporate.

41.2 Maintenance of Exclusive Use

The Owner or Occupier must maintain and keep any area of common property that they have exclusive use of in a neat and tidy condition including keeping all plants or grass properly tendered and watered. If the Owner or Occupier fails in this duty, By-Laws 4.1(b) and (c) and 44 apply.

41.3 Conditions of the grant

- (a) This grant of exclusive use and enjoyment is made subject to the Owner allowing the Body Corporate, the Body Corporate and its properly appointed agents access at all reasonable times to the Exclusive Use Space for any proper purpose.
- (b) An Owner or Occupier of a Lot must not park any Motor Vehicle upon the Common Property unless the exclusive use of that part of the Common Property has been allocated or licensed to the Owner or Occupier respectively of the Lot for that purpose.
- (c) An Owner or Occupier must not fence or otherwise obstruct access to any Exclusive Use Space.

41.4 Revocation of Allocation

The Original Owner or its agent may revoke an allocation of an exclusive use area provided the revocation is accompanied by the consent of the Owner of the Lot having the benefit of the exclusive use area.

42. Allocation of Exclusive Use – Courtyard Areas

- (a) This exclusive use by-law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the common property to which this exclusive use by-law shall apply ("an authorised allocation").
- (b) This by-law may attach to a lot on the basis of an authorised allocation. The Occupier of each lot for the time being to which this by-law attaches, shall have exclusive use to the rights and enjoyment of the area of Common Property allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the original owner or an agent of the Original Owner.
- (c) The details of the areas of Common Property over which exclusive use has been granted and the applicable lot are recorded in Schedule E and defined on a plan attached to this Community Management Statement.
- (d) The courtyard exclusive use areas granted under this by-law are to be used by the occupiers of each lot as a courtyard and patio area only. The owners and occupiers of each lot must maintain the design theme of the area and must not change the design theme or the plants (if any) without the written approval of the Committee.
- (e) Each owner shall be responsible for the maintenance, operating costs and upkeep of their exclusive use area. The occupier of the lot shall maintain any garden (including the lawn) and shall keep the exclusive use courtyard area in a neat and tidy condition. The owner and occupier of each lot shall allow access to the courtyard area to allow the body corporate, caretaker or their sub-contractors to inspect the front courtyard area to ensure that the area is being properly maintained and the garden and lawn are in a neat and tidy condition.
- (f) If a lot has a spa or pool in its exclusive use area, the owner of the lot shall be responsible for the maintenance, operating costs and upkeep of the spa or pool. The occupier of the lot shall repair and maintain any spa or pool so that any part of the spa or pool visible from outside the lot is kept in an attractive state and the spa or pool does not create undue noise or leakage which may affect the common property or other owners or occupiers. An owner or occupier shall not except with the consent in writing of the Body Corporate, change the size or type of spa or pool.

- (g) If an owner or occupier does not comply with this by-law, the body corporate may issue a written notice to remedy to the owner and/or occupier. If the owner or occupier does not remedy the breach of this by-law within 7 days of being given the notice, the body corporate may engage a contractor to take remedial action. The Body Corporate and any contractor shall have the right to enter the exclusive use courtyard area (and enter the lot to access such area) to carry out the remedial action. The owner and the occupier of the lot are jointly and severally liable to pay the costs of remedial action incurred by the Body Corporate (including legal costs).
- (h) Lot owners acknowledge that the exclusive use area to which this by-law relates may be burdened by a drainage or other service easement. Lot owners must not build any structure over the area benefited (or burdened) by any such easement and must otherwise comply with the terms of the easement.
- (i) Subject to by-law 27, Owners of Lots which have the right to an exclusive use courtyard area under this by-law may only make an improvement to that exclusive use area if approval to such improvement is given by the Committee in writing and all local government requirements in respect of any such improvement are complied with. The style, design and colour of any improvements shall be (to the greatest extent possible) consistent with the lot to which the exclusive use area attaches and shall not detract from the amenity of the Scheme. The Owner of the lot shall ensure that any improvements match the colour and style of the dwelling and are of a high quality of design and workmanship. The Occupier shall repair and maintain the improvements so that any part of the improvements visible from outside the lot is kept in an attractive state. An Occupier shall not, except with the consent in writing of the Body Corporate, change the size, type or colour of the improvement once constructed.
- (j) The Original Owner or its agent may revoke an allocation of an exclusive use area provided the revocation is accompanied by the consent of the Owner of the Lot having the benefit of the exclusive use area.

43. Observance of these By-Laws

43.1 Duties of Owner or Occupier

- (a) The duties and obligations imposed by these By-Laws on an Owner or Occupier must be observed not only by the Owner or Occupier but also by the tenants, guests, servants, employees, agents, children, invitees and licensees of at) Owners or Occupiers.
- (b) Each Owner or Occupier of a Lot must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the quiet enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

43.2 Breach of By-Laws

A person who contravenes or fails to comply with any provision of these By-Laws or any lawful direction given under them shall be guilty of a breach of these By-laws.

43.3 Remedy Required

A person guilty of a breach of these By-Laws must remedy that breach immediately he becomes aware of it and in any event within seven days after notice from the Body Corporate requiring him to do so.

43.4 Right to Eject

A drunken, idle or disorderly person found in or upon the Common Property may be summarily ejected and removed from the Scheme Land by a security officer or a member of the police force.

44. Recovery of monies by Body Corporate

44.1 Amount to rectify breaches of Act or By-Laws

If the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by an Owner or Occupier or the guests, servants, employees, agents, invitees of a Owner or Occupier or of any of them, the Body Corporate is entitled to recover the amount so expended as an on-demand debt in an action in any court of competent jurisdiction from the Owner of the Lot at the time the breach occurred.

44.2 Costs allowed to be recovered

- (a) An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs plus any GST in respect of the costs and expenses) in connection with:-
 - (i) recovering contributions including Body Corporate costs or monies payable to the Body Corporate pursuant to the Act or these By-Laws duly levied upon the Owner by the Body Corporate, or otherwise pursuant to these By-Laws;
 - (ii) all legal or other proceedings concluded by way of settlement or Court determination in favour of the Body Corporate taken by or against the Owner or Occupier of a lot.
- (b) The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.
- (c) The Body Corporate may include any costs payable to it under this By-Law on any certificate issued in respect of the lot under the Act, including but not limited to a notation of unpaid insurance premiums, telephone charges, excess water charges or any other utility charge.

44.3 Failure to pay

If the Owner or Occupier fails to pay any such costs upon demand, the Body Corporate:

- (a) may take action for the recovery of those costs in a Court of competent jurisdiction, and/or
- (b) enter such costs and expenses against the contribution account of the Owner.

44.4 Mortgagee in Possession Included

In this By-Law, references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's Lot.

45. Caretaking and Letting Agreements

- (a) The Body Corporate has the power to enter into agreements with the Owner from time to time of the Manager's Lot or a corporation not less than fifty one per centum (51 %) of which is beneficially held or controlled by the Owner from time to time of the Manager's Lot granting such Owner or corporation, as the case may be, the right to:

- (i) maintain, administer and keep in good repair fixtures and fittings on it and the Common Property and monitor the provision of security to the Scheme Land ("Management Services"); and
 - (ii) conduct from the Manager's Lot the business of providing to Owners of other Lots, by independent arrangement with them, a service as letting agent of their Lots ("Letting Services").
- (b) The Body Corporate cannot grant the rights specified in By-Law 45(a) to anyone except the Owner from time to time of the Manager's Lot or a corporation not less than fifty one per centum (51 %) of which is beneficially held or controlled by the Owner from time to time of the Manager's Lot.
 - (c) The Body Corporate may include in agreements entered into under By-Law 45(a) any provisions which are consistent with this By-Law 45.
 - (d) Owners or Occupiers must allow the Owner or the corporation (and in the case of a corporation the corporation's contractors, servants, agents and employees) appointed pursuant to By-Law 45(a) reasonable access to their Lot to carry out any of the Manager's duties.

46. Power to enter into agreements

The Body Corporate has the power (and it is the function of the Body Corporate) to enter into agreements or arrangements in relation to the following:

- (a) supply of communication services (including services relating to negotiation with broadband internet access suppliers for the provision of computer data and data transmission and related communications, supply of broadband cable, movies on demand, internet access and other related technology services that may evolve over time);
- (b) an agreement with a letting agent that the letting agent has the exclusive right to carry out a Letting Service from the Scheme Land;
- (c) an agreement with an energy provider to provide equipment for a central reticulated hot water supply;
- (d) an agreement with the Manager to engage the Manager to carry out caretaking duties;
- (e) service facility agreements
- (f) the maintenance of park land located within the area of the Scheme Land;
- (g) sub-metering agreements with the Local Government for water meters
- (h) agreements with the Local Government to carry out gardening, landscaping, repair, maintenance and administration obligations and/or to operate utility infrastructure;
- (i) an easement with the Chief Executive of the Department of Transport for and on behalf of the State of Queensland in respect of land (or part of land) adjoining the Scheme Land;
- (j) purchase of electricity;
- (k) maintenance of any security systems on or crossing the Common Property;

- (l) management, maintenance and repair of the Common Property to ensure that the Common Property is maintained to a quality, design and standard consistent and compatible with the quality, design and standard generally of the Scheme Land as a whole; and
- (m) deeds and agreements to vary any of the agreements referred to above

47. Bulk supply of electricity and reticulated hot water and other utilities

- 47.1 The Body Corporate may obtain the supply of electricity for the Scheme (which may be in bulk) or the supply of reticulated hot water or other utilities for the Scheme ("utilities") and the Body Corporate may engage a third party provider to supply the utilities ("a Supplier"). The Body Corporate may enter into an agreement with a Supplier on terms decided by the Committee, or if the agreement is outside of the scope of the Committee's authority, the Body Corporate.
- 47.2 The Body Corporate may enter into an agreement with one or more utility managers who may facilitate the Body Corporate's purchase and administration of the utilities ("Utilities Manager").
- 47.3 The Body Corporate may install meters to monitor usage of the utilities supplied from the Supplier or the Body Corporate and supplied to owners and occupiers.
- 47.4 The Body Corporate may purchase, otherwise obtain or contract with an entity to provide an Energy Management System ("EMS") or services so as to allow for the bulk purchase of utility services and the efficient use of the utility services.
- 47.5 Owners and occupiers must obtain their supply of utilities from or through the Body Corporate if the Body Corporate enters into a utility supply agreement with the Supplier or if the Body Corporate supplies the utilities. If requested by the Body Corporate, Owners must sign an agreement for the supply of the electricity on the Terms of Supply decided by the Body Corporate.
- 47.6 Owners or occupiers who accept or use the utilities supplied by or through the Body Corporate ("Consumers") shall, in consideration of the supply of the utilities, comply with this By-Law and the terms and conditions of supply adopted by the Body Corporate ("the Terms of Supply"). A copy of the Terms of Supply adopted by the Body Corporate shall be made available by the Body Corporate to Consumers.
- 47.7 Upon the acceptance or use of the utilities supplied by or through the Body Corporate, the Terms of Supply shall constitute an agreement between the Consumer and the Body Corporate. The consideration for the agreement shall be the supply and continued supply of the utilities through the Body Corporate to the Consumer. The Terms of Supply form an agreement separate to this By-Law.
- 47.8 Upon request by a Consumer, the Body Corporate shall provide one copy of the Terms of Supply to a Consumer.
- 47.9 When a Consumer assigns or transfers the Consumer's interest in a Lot, the Assignee or Transferee becomes joined as a party to the agreement constituted by the Terms of Supply. The Assignor or Transferor Consumer is released from the obligations imposed under this By-Law and the Terms of Supply only when all obligations of the Consumer are satisfied and up to date.
- 47.10 The Body Corporate may include the costs for the supply of the utilities (whether to an owner or occupier of a lot) in Notices of Contributions payable to the Body Corporate by the owner of the lot to which the utilities are supplied. By-laws 40 and 43 apply to such payments.

- 47.11 The terms of this By-Law and the Terms of Supply are subject to any agreement entered into between the Body Corporate and the Supplier. The Body Corporate will have no obligation to provide utilities to a Consumer if:
- (a) the agreement with the Supplier is terminated;
 - (b) the Supplier does not provide utilities to the Body Corporate for any reason; or
 - (c) the Consumer does not pay for the supply of utilities by the due date.
- 47.12 All enquiries regarding connection, disconnection and charges shall be directed to the Utilities Manager (or other person nominated by the Committee). Consumers shall follow the directions of the Utilities Manager (or other person nominated by the Committee) with respect to the supply and use of electricity provided that the directions must be consistent with this By-Law and the Terms of Supply.
- 47.13 The Committee may make rules with respect to the supply of utilities provided they are consistent with this By-Law and the Terms of Supply.
- 47.14 The Body Corporate will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Consumer or anyone who relies upon the utilities supplied because of failure of the supply of utilities due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- 47.15 All Consumers shall ensure that any electrical installation (as defined in the Electricity Act 1994) is maintained free of any defect which is likely to cause a fire or electrical shock. Subject to the Body Corporate and Community Management Act, the Body Corporate or the Utilities Manager shall be entitled to enter a Lot to inspect any electrical installations.
- 47.16 For the purposes of ensuring the efficient and constant supply of electricity to the Lots during any limitation in the supply of electricity, the Body Corporate may impose restrictions in such a manner and to such an extent as it considers necessary, upon the use of electrical articles (as defined in the Electricity Act 1994), including the prohibition of the use of specified articles.
- 47.17 The Body Corporate is not responsible for the accuracy or correct operation of any utility meter for a Lot, other than its obligations under the Body Corporate and Community Management Act. Consumers shall ensure that no person associated with the Consumer or their Lot interferes with any meter or equipment used for the supply or measure of supply of utilities to a Lot.
- 47.18 An invoice or notice will have been validly given to a Consumer if the invoice or notice is sent to the last known address for the Consumer known to the Body Corporate

48. Authority for easement to the Company

The Body Corporate is empowered to enter into and sign all documents reasonably necessary for the grant of the easements to facilitate progressive development of the Scheme Land.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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1. Utility Infrastructure

- (a) To facilitate the progressive development of the Scheme (as identified in Schedule B of the Community Management Statement for the Scheme) the original owner may at any time enter on

to the Scheme Land (or any part of it), the common property and any lot in the Scheme to undertake works of any kind necessary or incidental to establishing utility infrastructure and utility services (and connections thereto) including the following works:

- (A) excavation and general earthworks;
- (B) the construction of common property areas (including roads);
- (C) 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 and connections thereto; and
- (D) the construction of services infrastructure whether public or private including but without limiting the generality thereof connections for sewerage, gas, electricity, telephone, fibre optics or any other lawful service available to the public,

all of which are collectively called the Utility Infrastructure Works.

- (b) The original owner may bring upon the Scheme Land any machinery, tools, equipment, vehicles and workman to facilitate the carrying out of the Utility Infrastructure Works.
- (c) The original owner shall use reasonable endeavours to ensure that the Utility infrastructure Works will be carried out in a manner which minimises (so far as is practicable) the inconveniences (if any) caused to the Body Corporate or to the owners and occupiers of lots in this Scheme.
- (d) The Body Corporate and each owner and occupier of lots in this Scheme may not object or claim compensation against the original owner in respect of any noise, dust, traffic or nuisance of any type which may arise in connection with the Utility Infrastructure Works.
- (e) The Body Corporate and each owner and occupier of lots in this Scheme agrees that the original owner shall be entitled to free and uninterrupted access over and to the common property and to any lot to carry out and undertake the Utility Infrastructure Works.
- (f) The expressions "Utility Infrastructure" and "Utility Services" shall have the same meaning assigned to them in the *Body Corporate and Community Management Act 1997* as amended as time to time. The expression the "original owner" means the party identified in Item 5 of this Community Management Statement together with any successor or assign of any undeveloped part of the Scheme Land.

2. Statutory Easements

Each lot and common property in the Scheme is affected by the following statutory easements:

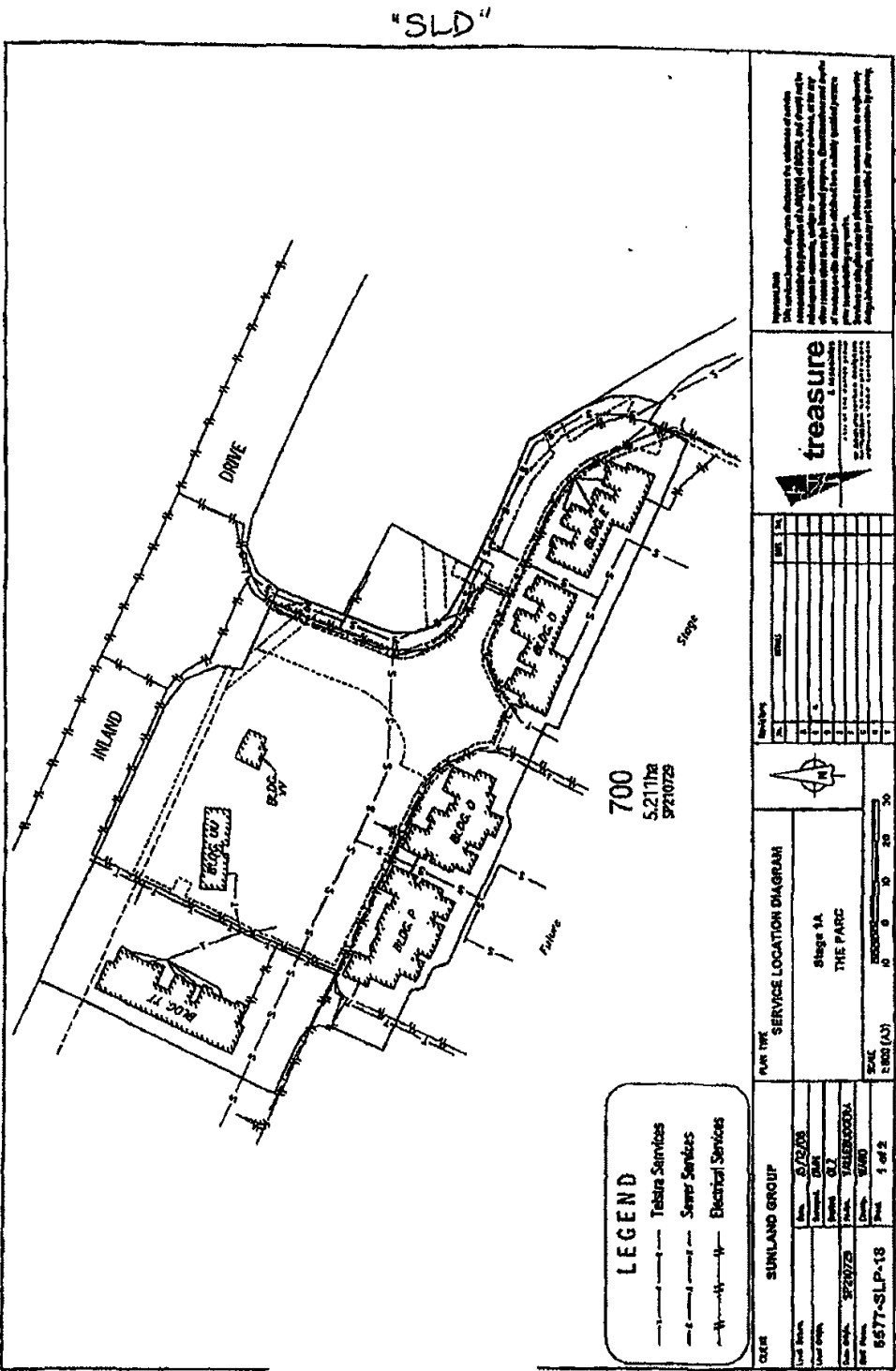
- (a) easement for lateral or subjacent support under Section 115N of the Land Title Act 1994;
- (b) easement for utility services and utility infrastructure in accordance with Section 115O of the Land Title Act 1994;
- (c) easement for utility services and utility infrastructure in accordance with Section 115P of the Land Title Act 1994;
- (d) easement for shelter in accordance with Section 115Q of the Land Title Act 1994;
- (e) easement for projections in accordance with Section 115R of the Land Title Act 1994;
- (f) easement for maintenance of building close to boundary in accordance with Section 115S of the Land Title Act 1994.

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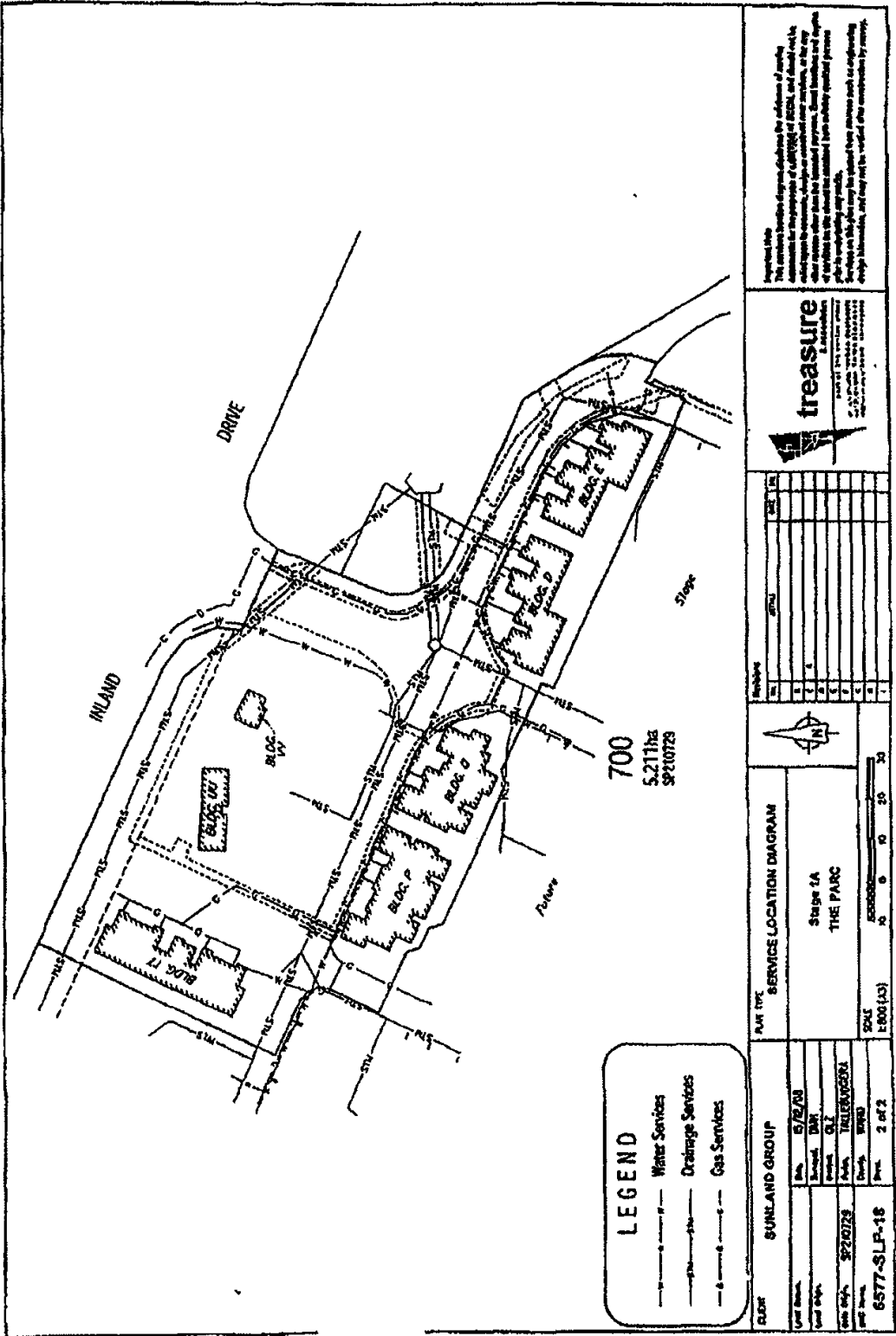
3. Service Location Diagrams

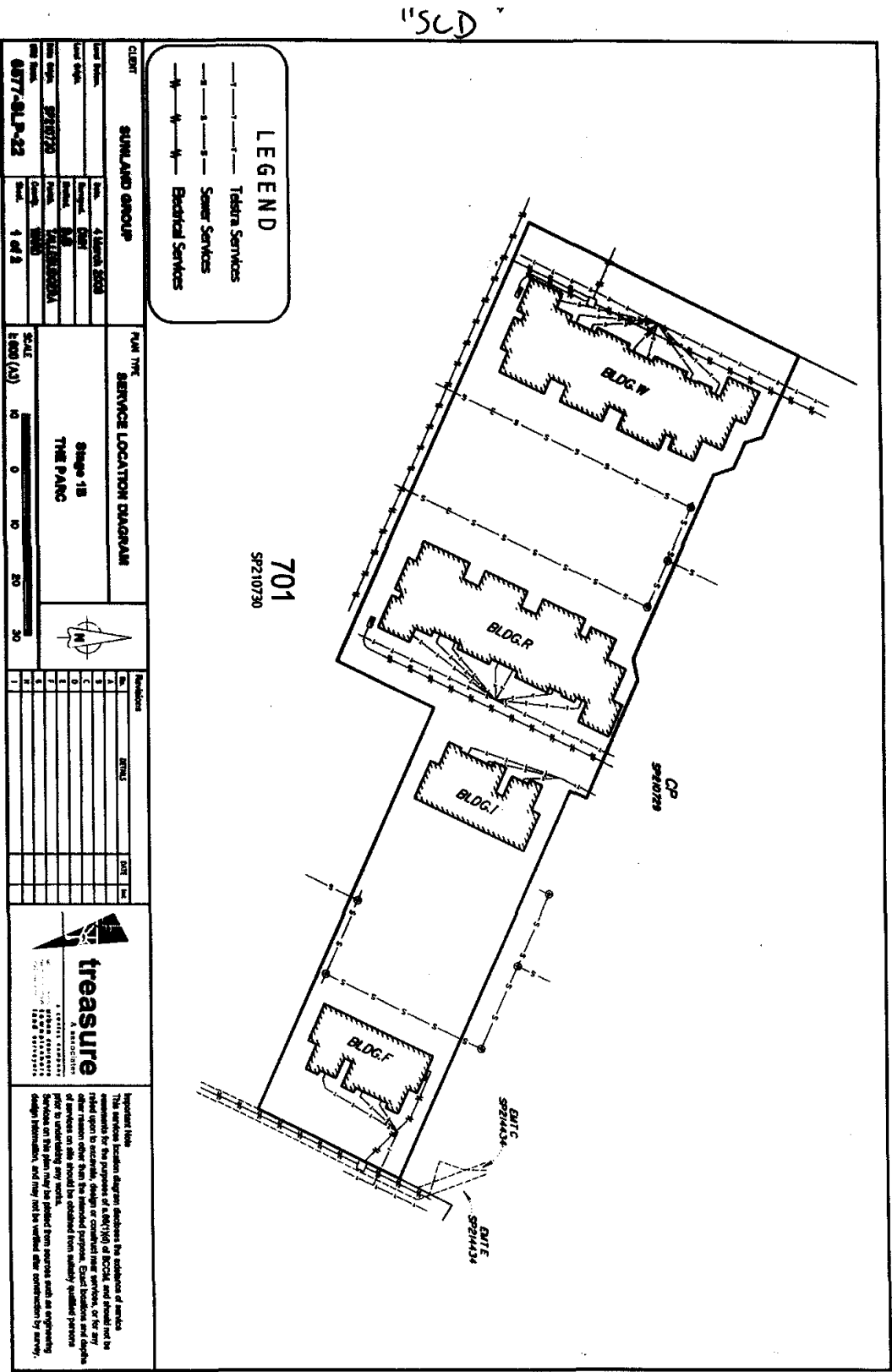
A Services Location Diagram is attached to this CMS and marked "SLD".

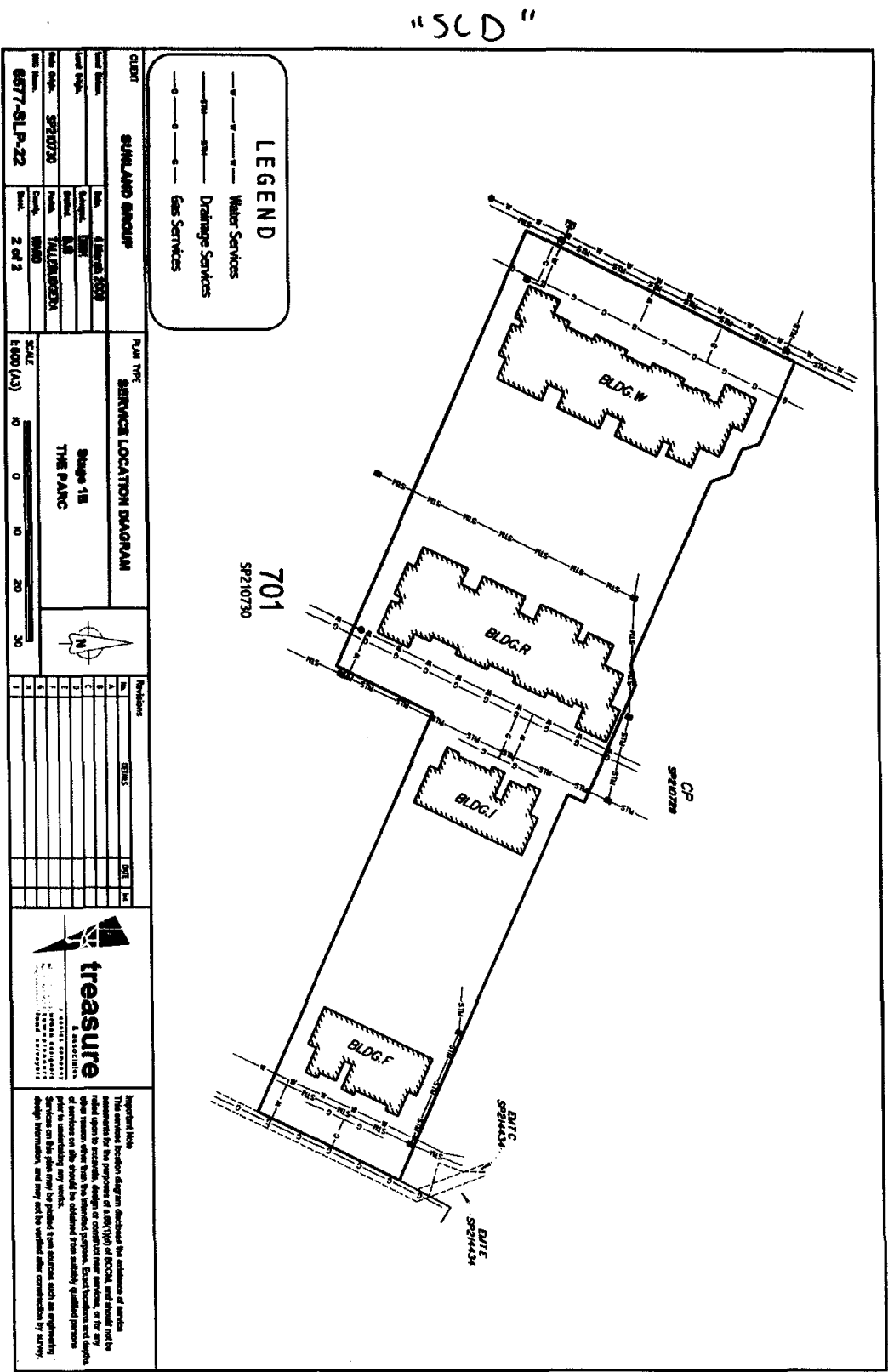




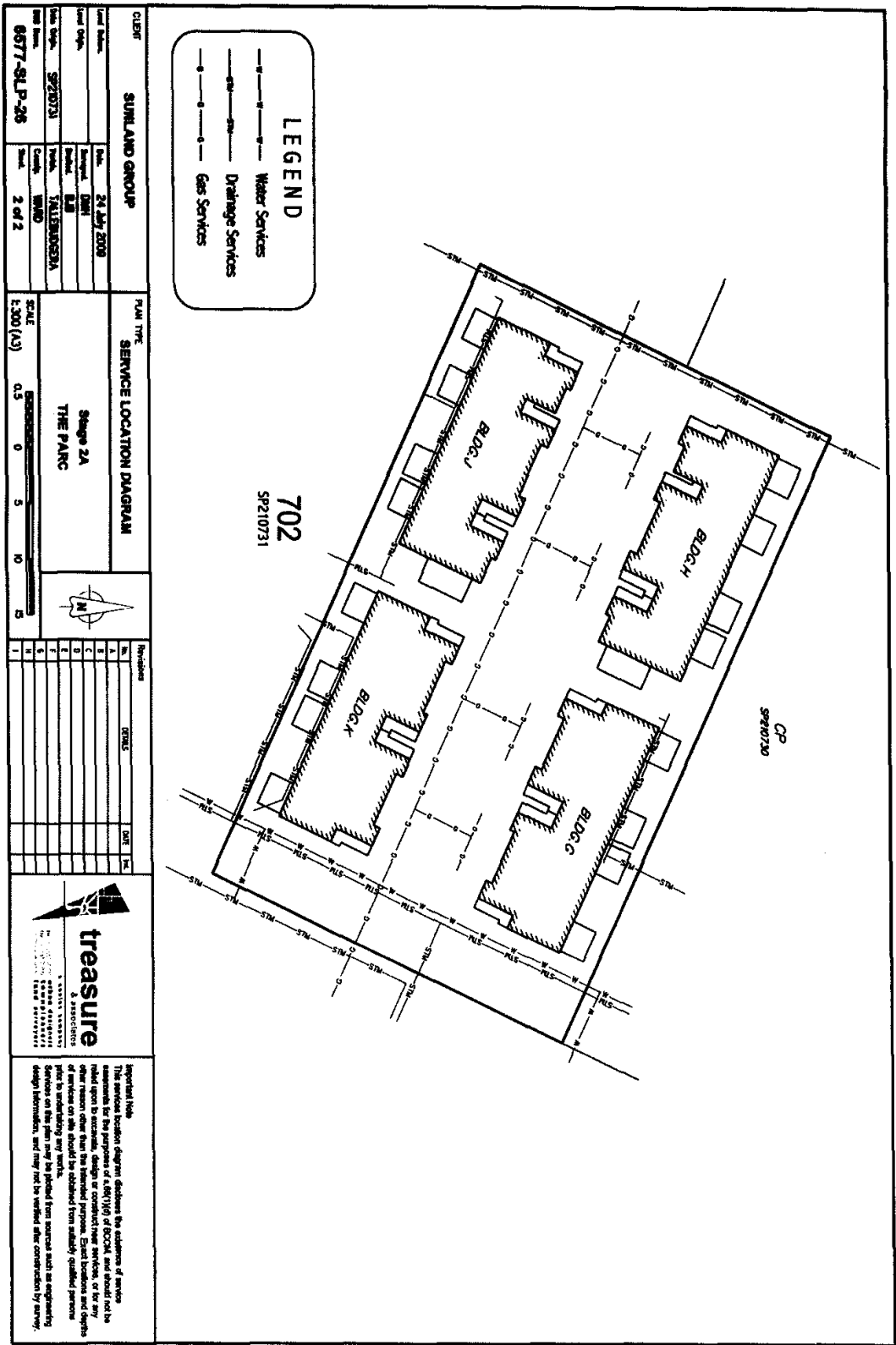
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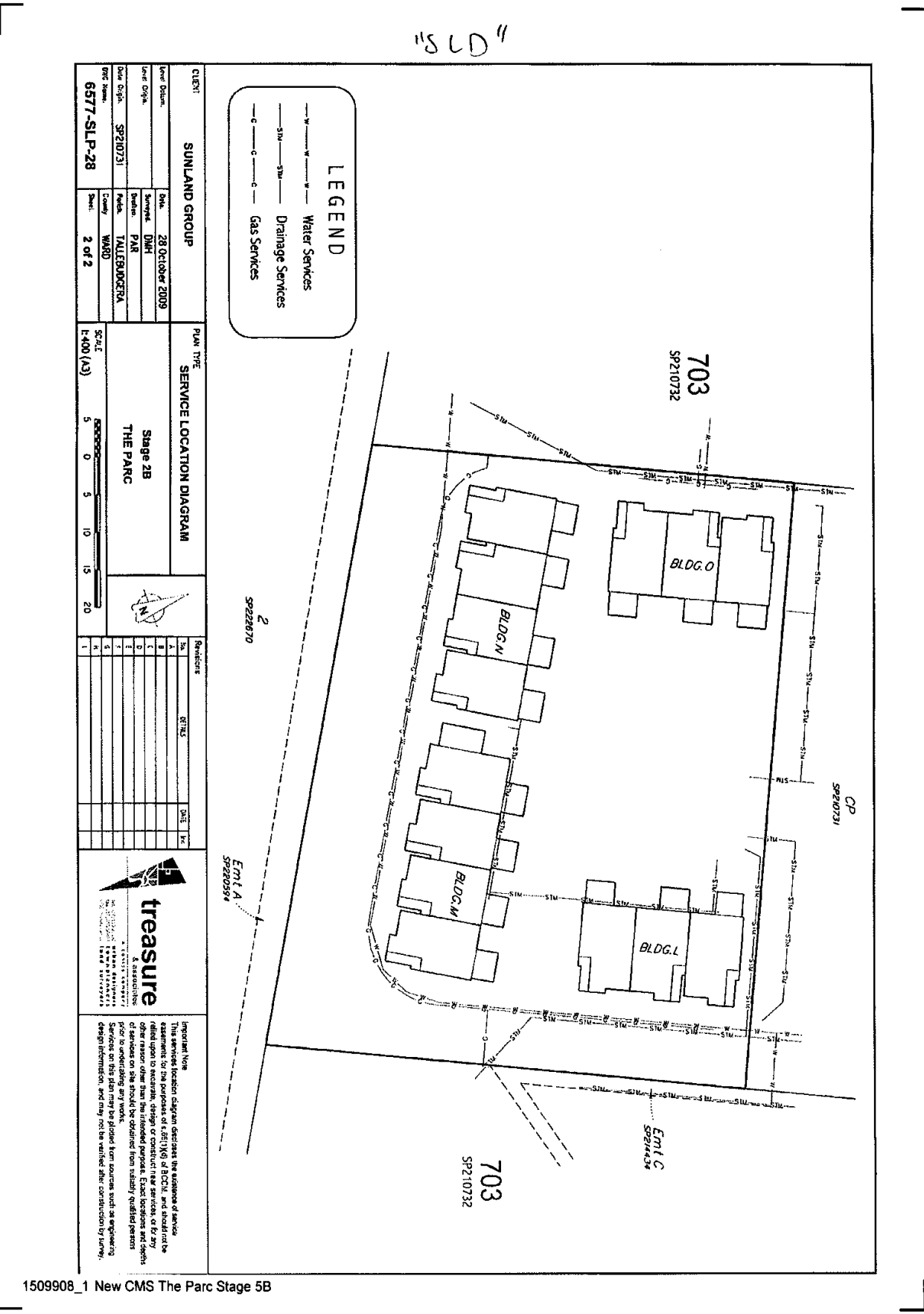


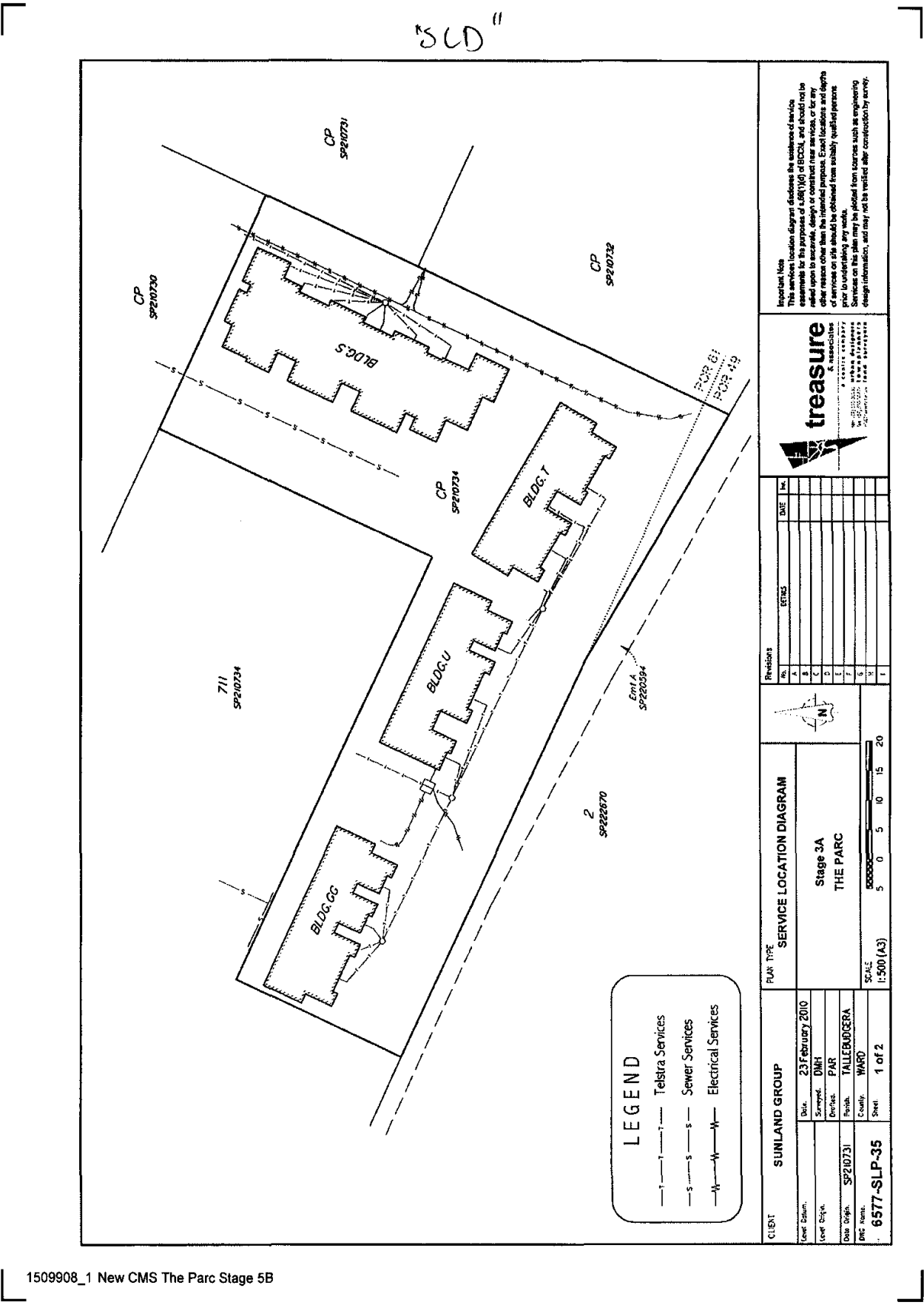




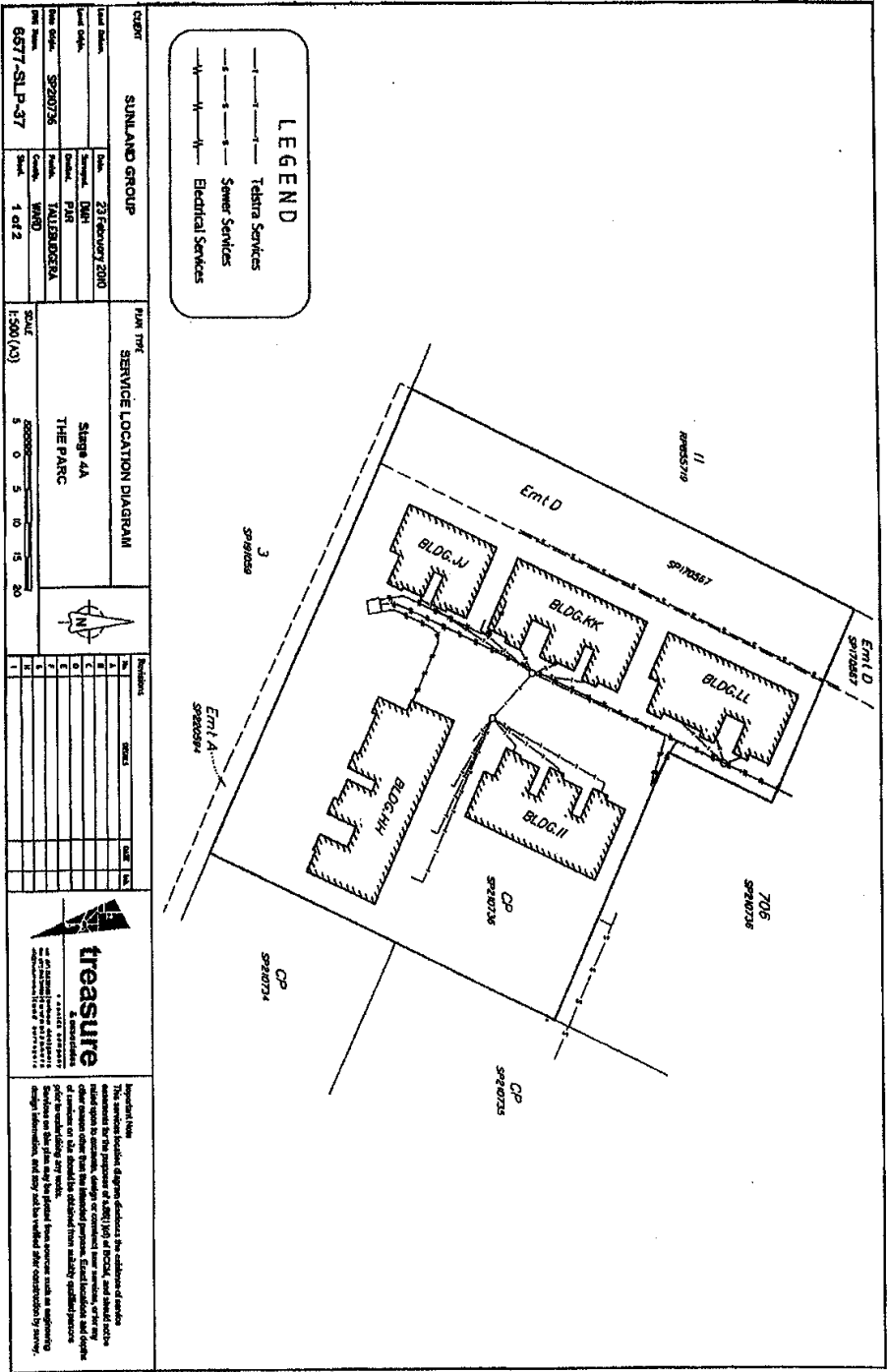
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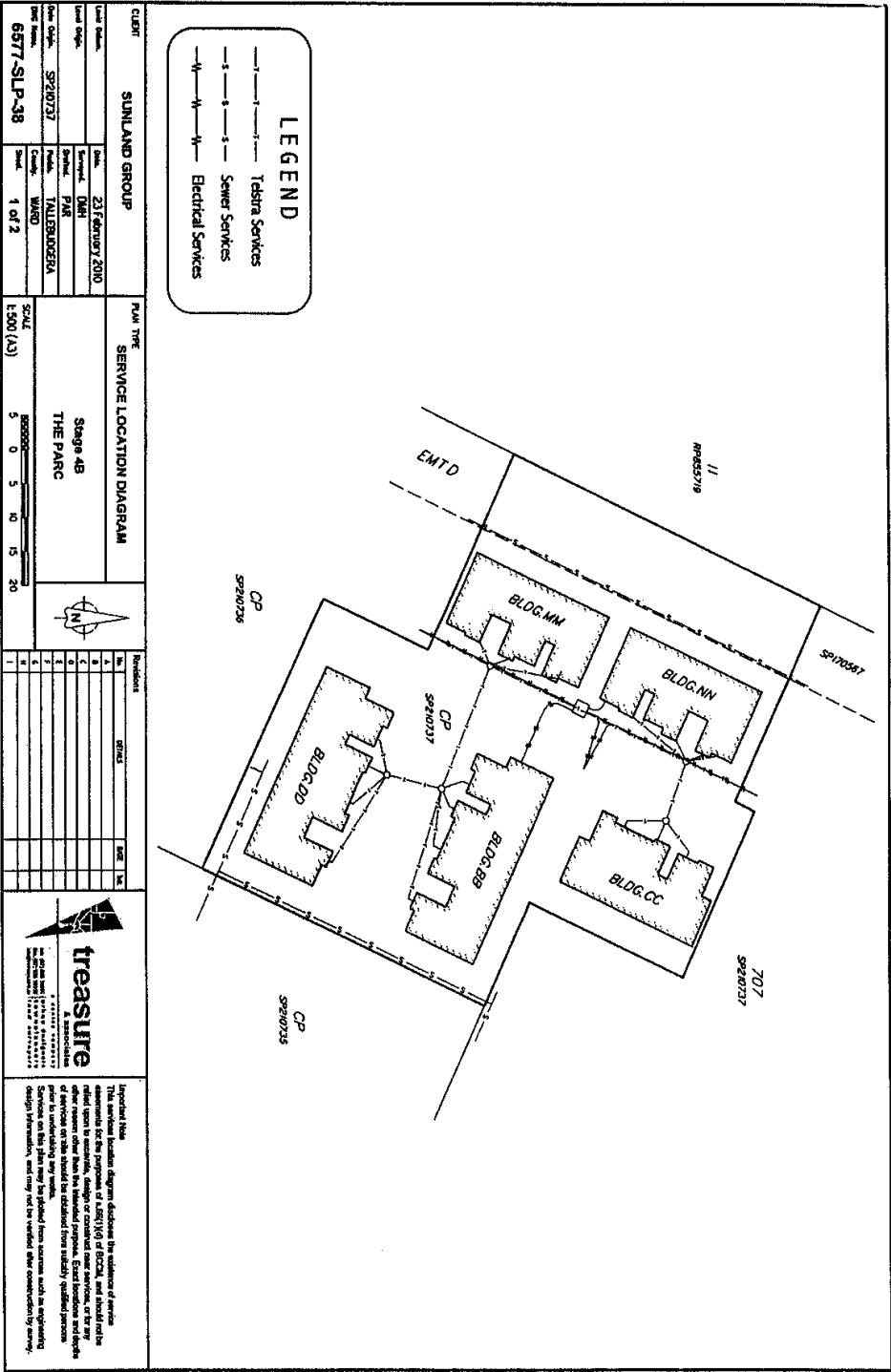




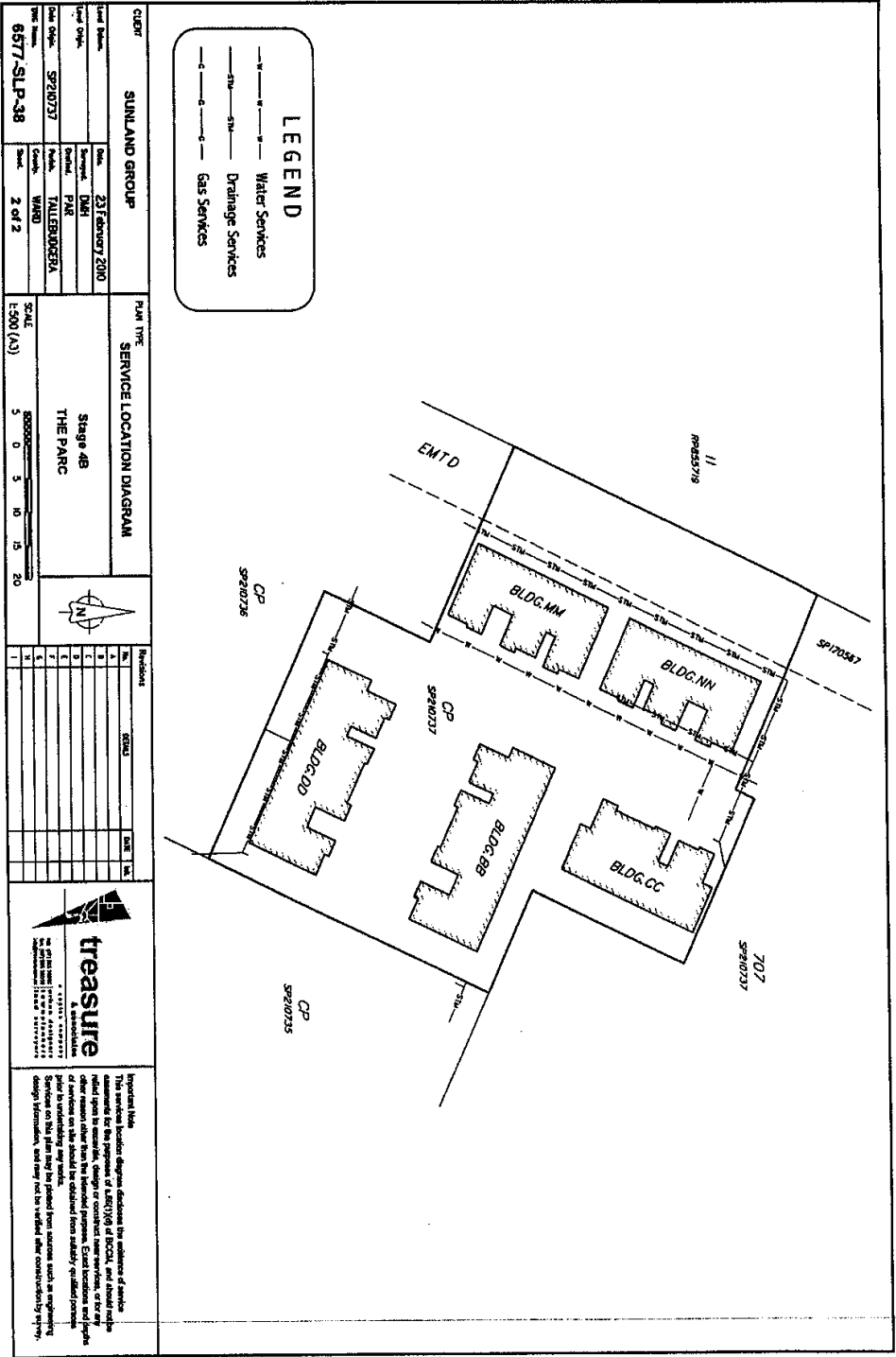
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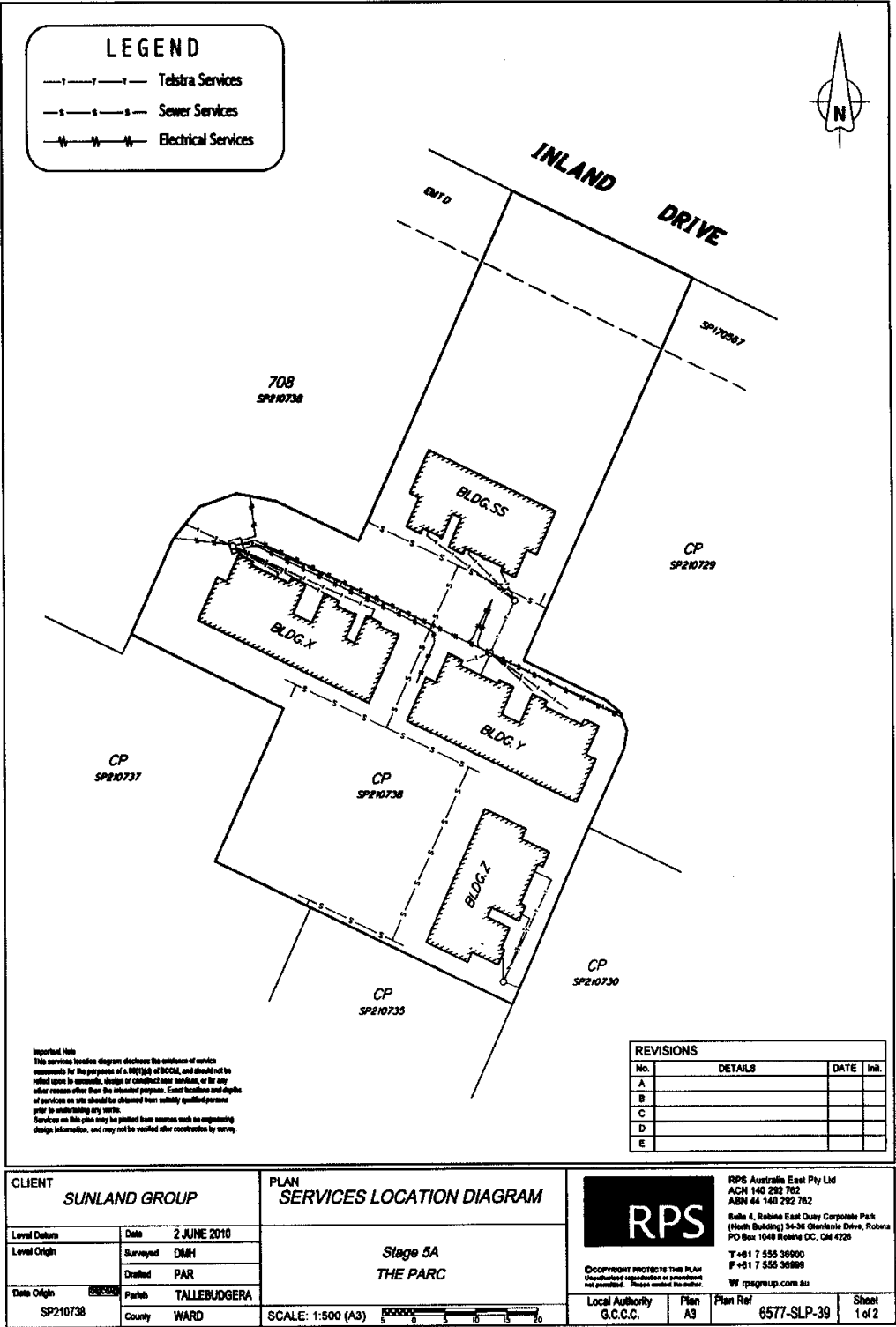
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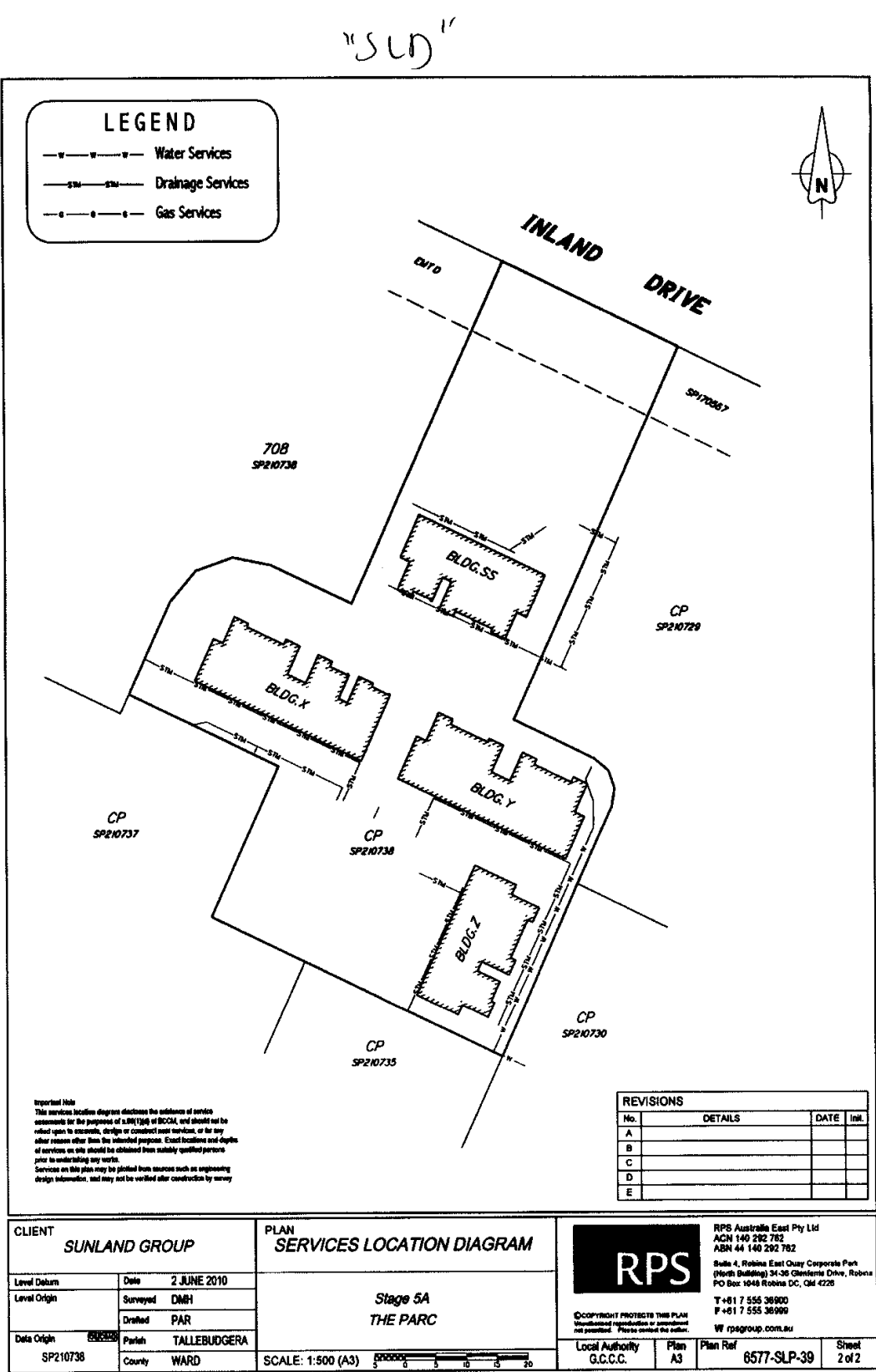


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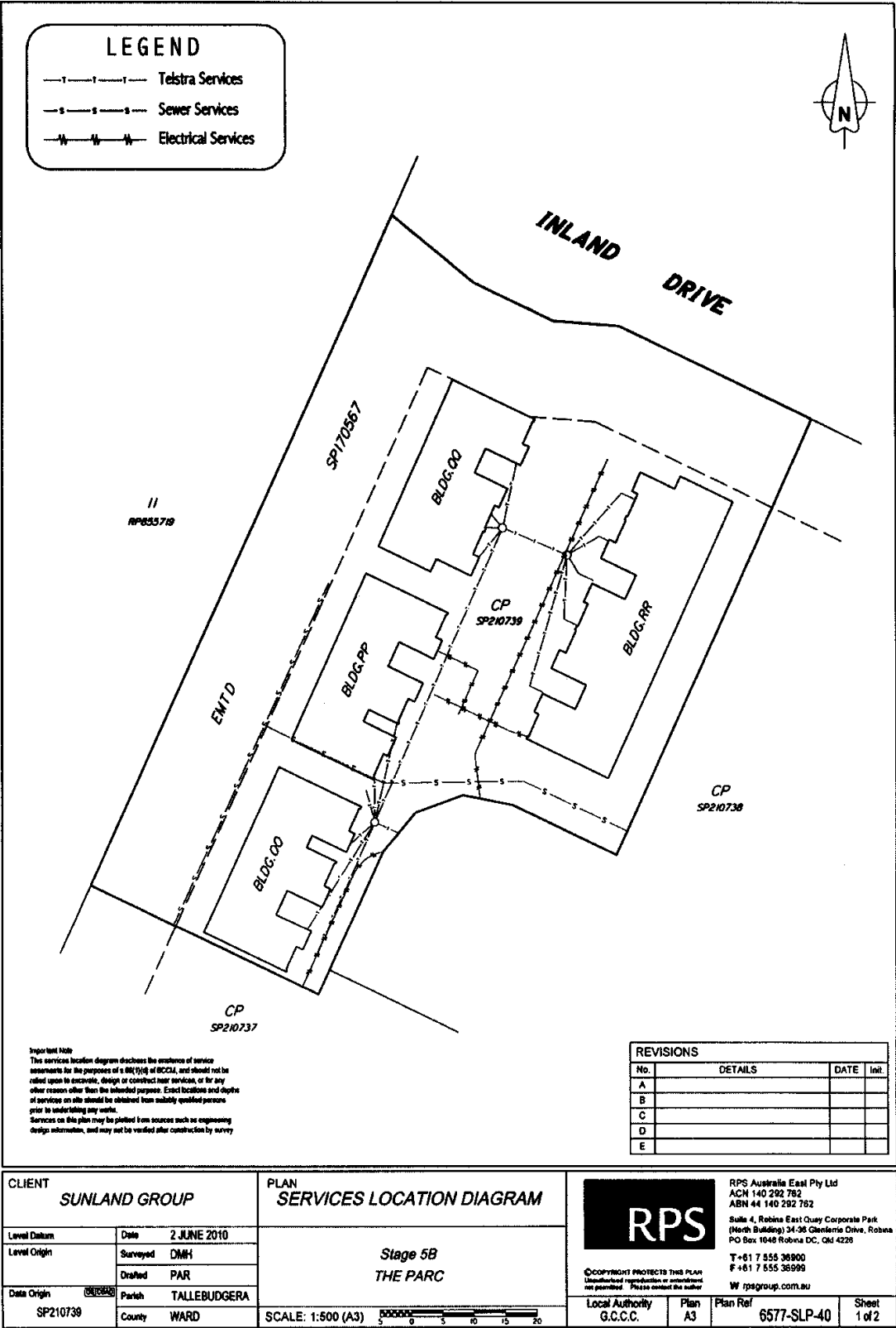


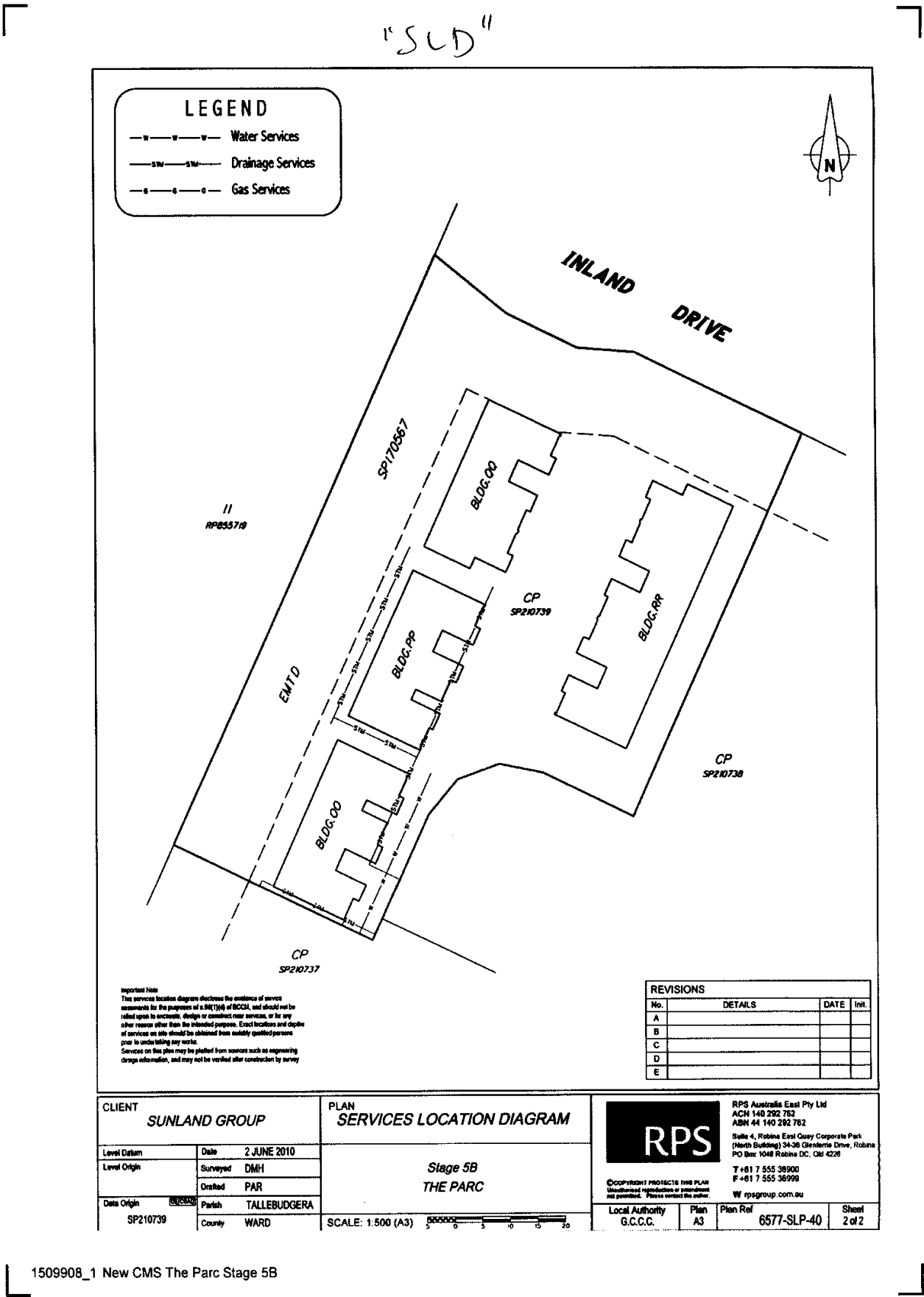
"SCD"





"SLD"





SCHEDULE E PROPERTY	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON
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Lot	Carparking / Driveway
Lot 1 on SP 210733	Area 1A on Sketch Plan E attached
Lot 2 on SP 210733	Area 2A on Sketch Plan E attached
Lot 3 on SP 210733	Area 3A on Sketch Plan E attached
Lot 4 on SP 210733	Area 4A on Sketch Plan E attached
Lot 5 on SP 210733	Area 5A on Sketch Plan E attached
Lot 6 on SP 210733	Area 6A on Sketch Plan E attached
Lot 7 on SP 210733	Area 7A on Sketch Plan E attached
Lot 8 on SP 210733	Area 8A on Sketch Plan E attached
Lot 9 on SP 210733	Area 9A on Sketch Plan E attached
Lot 10 on SP 210733	Area 10A on Sketch Plan E attached
Lot 11 on SP 210733	Area 11A on Sketch Plan E attached
Lot 12 on SP 210733	Area 12A on Sketch Plan E attached
Lot 13 on SP 210733	Area 13A on Sketch Plan E attached
Lot 14 on SP 210733	Area 14A on Sketch Plan E attached
Lot 15 on SP 210733	Area 15A on Sketch Plan E attached
Lot 16 on SP 210733	Area 16A on Sketch Plan E attached
Lot 17 on SP 210733	Area 17A on Sketch Plan E attached
Lot 18 on SP 210733	Area 18A on Sketch Plan E attached
Lot 19 on SP 210733	Area 19A on Sketch Plan E attached
Lot 20 on SP 210733	Area 20A on Sketch Plan E attached
Lot 21 on SP210729	Area 21A on Sketch Plan A attached
Lot 22 on SP210729	Area 22A on Sketch Plan A attached
Lot 23 on SP210729	Area 23A on Sketch Plan A attached
Lot 24 on SP210729	Area 24A on Sketch Plan A attached

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Lot	Carparking / Driveway
Lot 25 on SP210729	Area 25A on Sketch Plan A attached
Lot 26 on SP210729	Area 26A on Sketch Plan A attached
Lot 27 on SP210729	Area 27A on Sketch Plan A attached
Lot 28 on SP210729	Area 28A on Sketch Plan A attached
Lot 29 on SP210730	Area 29A on Sketch Plan B attached
Lot 30 on SP210730	Area 30A on Sketch Plan B attached
Lot 31 on SP210730	Area 31A on Sketch Plan B attached
Lot 32 on SP210731	Area 32A on Sketch Plan C attached
Lot 33 on SP210731	Area 33A on Sketch Plan C attached
Lot 34 on SP210731	Area 34A on Sketch Plan C attached
Lot 35 on SP210731	Area 35A on Sketch Plan C attached
Lot 36 on SP210731	Area 36A on Sketch Plan C attached
Lot 37 on SP210731	Area 37A on Sketch Plan C attached
Lot 38 on SP210731	Area 38A on Sketch Plan C attached
Lot 39 on SP210731	Area 39A on Sketch Plan C attached
Lot 40 on SP210730	Area 40A on Sketch Plan B attached
Lot 41 on SP210730	Area 41A on Sketch Plan B attached
Lot 42 on SP210730	Area 42A on Sketch Plan B attached
Lot 43 on SP210731	Area 43A on Sketch Plan C attached
Lot 44 on SP210731	Area 44A on Sketch Plan C attached
Lot 45 on SP210731	Area 45A on Sketch Plan C attached
Lot 46 on SP210731	Area 46A on Sketch Plan C attached
Lot 47 on SP210731	Area 47A on Sketch Plan C attached
Lot 48 on SP210731	Area 48A on Sketch Plan C attached
Lot 49 on SP210731	Area 49A on Sketch Plan C attached
Lot 50 on SP210731	Area 50A on Sketch Plan C attached

Lot	Carparking / Driveway
Lot 51 on SP 210732	Area 51A on Sketch Plan D attached
Lot 52 on SP 210732	Area 52A on Sketch Plan D attached
Lot 53 on SP 210732	Area 53A on Sketch Plan D attached
Lot 54 on SP 210732	Area 54A on Sketch Plan D attached
Lot 55 on SP 210732	Area 55A on Sketch Plan D attached
Lot 56 on SP 210732	Area 56A on Sketch Plan D attached
Lot 57 on SP 210732	Area 57A on Sketch Plan D attached
Lot 58 on SP 210732	Area 58A on Sketch Plan D attached
Lot 59 on SP 210732	Area 59A on Sketch Plan D attached
Lot 60 on SP 210732	Area 60A on Sketch Plan D attached
Lot 61 on SP 210732	Area 61A on Sketch Plan D attached
Lot 62 on SP 210732	Area 62A on Sketch Plan D attached
Lot 63 on SP 210732	Area 63A on Sketch Plan D attached
Lot 64 on SP 210732	Area 64A on Sketch Plan D attached
Lot 65 on SP210729	Area 65A on Sketch Plan A attached
Lot 66 on SP210729	Area 66A on Sketch Plan A attached
Lot 67 on SP210729	Area 67A on Sketch Plan A attached
Lot 68 on SP210729	Area 68A on Sketch Plan A attached
Lot 69 on SP210729	Area 69A on Sketch Plan A attached
Lot 70 on SP210729	Area 70A on Sketch Plan A attached
Lot 71 on SP210729	Area 71A on Sketch Plan A attached
Lot 72 on SP210730	Area 72A on Sketch Plan B attached
Lot 73 on SP210730	Area 73A on Sketch Plan B attached
Lot 74 on SP210730	Area 74A on Sketch Plan B attached
Lot 75 on SP210730	Area 75A on Sketch Plan B attached
Lot 76 on SP210730	Area 76A on Sketch Plan B attached

Lot	Carparking / Driveway
Lot 77 on SP210730	Area 77A on Sketch Plan B attached
Lot 78 on SP210730	Area 78A on Sketch Plan B attached
Lot 79 on SP 210734	Area 79A on Sketch Plan F attached
Lot 80 on SP210734	Area 80A on Sketch Plan F attached
Lot 81 on SP 210734	Area 81A on Sketch Plan F attached
Lot 82 on SP 210734	Area 82A on Sketch Plan F attached
Lot 83 on SP 210734	Area 83A on Sketch Plan F attached
Lot 84 on SP 210734	Area 84A on Sketch Plan F attached
Lot 85 on SP210734	Area 85A on Sketch Plan F attached
Lot 86 on SP 210734	Area 86A on Sketch Plan F attached
Lot 87 on SP 210734	Area 87A on Sketch Plan F attached
Lot 88 on SP 210734	Area 88A on Sketch Plan E attached
Lot 89 on SP 210734	Area 89A on Sketch Plan E attached
Lot 90 on SP 210734	Area 90A on Sketch Plan E attached
Lot 91 on SP 210734	Area 91A on Sketch Plan E attached
Lot 92 on SP 210734	Area 92A on Sketch Plan E attached
Lot 93 on SP 210734	Area 93A on Sketch Plan E attached
Lot 94 on SP 210735	Area 94A on Sketch Plan G attached
Lot 95 on SP 210735	Area 95A on Sketch Plan G attached
Lot 96 on SP 210735	Area 96A on Sketch Plan G attached
Lot 97 on SP 210735	Area 97A on Sketch Plan G attached
Lot 98 on SP 210735	Area 98A on Sketch Plan G attached
Lot 99 on SP210735	Area 99A on Sketch Plan G attached
Lot 100 on SP 210735	Area 100A on Sketch Plan G attached
Lot 101 on SP210730	Area 101A on Sketch Plan B attached
Lot 102 on SP210730	Area 102A on Sketch Plan B attached

Lot	Carparking / Driveway
Lot 103 on SP210730	Area 103A on Sketch Plan B attached
Lot 104 on SP210730	Area 104A on Sketch Plan B attached
Lot 105 on SP210730	Area 105A on Sketch Plan B attached
Lot 106 on SP210730	Area 106A on Sketch Plan B attached
Lot 107 on SP210730	Area 107A on Sketch Plan B attached
Lot 108 on SP 210738	Area 108A on Sketch Plan J attached
Lot 109 on SP 210738	Area 109A on Sketch Plan J attached
Lot 110 on SP 210738	Area 110A on Sketch Plan J attached
Lot 111 on SP 210738	Area 111A on Sketch Plan J attached
Lot 112 on SP 210738	Area 112A on Sketch Plan J attached
Lot 113 on SP 210738	Area 113A on Sketch Plan J attached
Lot 114 on SP 210738	Area 114A on Sketch Plan J attached
Lot 115 on SP 210738	Area 115A on Sketch Plan J attached
Lot 116 on SP 210738	Area 116A on Sketch Plan J attached
Lot 117 on SP 210738	Area 117A on Sketch Plan J attached
Lot 118 on SP 210738	Area 118A on Sketch Plan J attached
Lot 119 on SP 210735	Area 119A on Sketch Plan G attached
Lot 120 on SP 210735	Area 120A on Sketch Plan G attached
Lot 121 on SP 210735	Area 121A on Sketch Plan G attached
Lot 122 on SP 210735	Area 122A on Sketch Plan G attached
Lot 123 on SP 210737	Area 123A on Sketch Plan I attached
Lot 124 on SP 210737	Area 124A on Sketch Plan I attached
Lot 125 on SP 210737	Area 125A on Sketch Plan I attached
Lot 126 on SP 210737	Area 126A on Sketch Plan I attached
Lot 127 on SP 210737	Area 127A on Sketch Plan I attached
Lot 128 on SP 210737	Area 128A on Sketch Plan I attached

Lot	Carparking / Driveway
Lot 129 on SP 210737	Area 129A on Sketch Plan I attached
Lot 130 on SP210737	Area 130A on Sketch Plan I attached
Lot 131 on SP 210737	Area 131A on Sketch Plan I attached
Lot 132 on SP 210737	Area 132A on Sketch Plan I attached
Lot 133 on SP 210737	Area 133A on Sketch Plan I attached
Lot 134 on SP 210735	Area 134A on Sketch Plan G attached
Lot 135 on SP 210735	Area 135A on Sketch Plan G attached
Lot 136 on SP 210735	Area 136A on Sketch Plan G attached
Lot 137 on SP 210735	Area 137A on Sketch Plan G attached
Lot 138 on SP 210735	Area 138A on Sketch Plan G attached
Lot 139 on SP 210735	Area 139A on Sketch Plan G attached
Lot 140 on SP 210735	Area 140A on Sketch Plan G attached
Lot 141 on SP 210734	Area 141A on Sketch Plan F attached
Lot 142 on SP210734	Area 142A on Sketch Plan F attached
Lot 143 on SP 210734	Area 143A on Sketch Plan F attached
Lot 144 on SP 210734	Area 144A on Sketch Plan F attached
Lot 145 on SP 210736	Area 145A on Sketch Plan H attached
Lot 146 on SP 210736	Area 146A on Sketch Plan H attached
Lot 147 on SP 210736	Area 147A on Sketch Plan H attached
Lot 148 on SP 210736	Area 148A on Sketch Plan H attached
Lot 149 on SP 210736	Area 149A on Sketch Plan H attached
Lot 150 on SP 210736	Area 150A on Sketch Plan H attached
Lot 151 on SP 210736	Area 151A on Sketch Plan H attached
Lot 152 on SP 210736	Area 152A on Sketch Plan H attached
Lot 153 on SP 210736	Area 153A on Sketch Plan H attached
Lot 154 on SP 210736	Area 154A on Sketch Plan H attached

Lot	Carparking / Driveway
Lot 155 on SP 210736	Area 155A on Sketch Plan H attached
Lot 156 on SP 210736	Area 156A on Sketch Plan H attached
Lot 157 on SP 210736	Area 157A on Sketch Plan H attached
Lot 158 on SP 210736	Area 158A on Sketch Plan H attached
Lot 159 on SP 210736	Area 159A on Sketch Plan H attached
Lot 160 on SP 210737	Area 160A on Sketch Plan I attached
Lot 161 on SP 210737	Area 161A on Sketch Plan I attached
Lot 162 on SP 210737	Area 162A on Sketch Plan I attached
Lot 163 on SP 210737	Area 163A on Sketch Plan I attached
Lot 164 on SP 210737	Area 164A on Sketch Plan I attached
Lot 165 on SP 210737	Area 165A on Sketch Plan I attached
Lot 166 on SP 210739	Area 166A on Sketch Plan K attached
Lot 167 on SP 210739	Area 167A on Sketch Plan K attached
Lot 168 on SP 210739	Area 168A on Sketch Plan K attached
Lot 169 on SP 210739	Area 169A on Sketch Plan K attached
Lot 170 on SP 210739	Area 170A on Sketch Plan K attached
Lot 171 on SP 210739	Area 171A on Sketch Plan K attached
Lot 172 on SP 210739	Area 172A on Sketch Plan K attached
Lot 173 on SP 210739	Area 173A on Sketch Plan K attached
Lot 174 on SP 210739	Area 174A on Sketch Plan K attached
Lot 175 on SP 210739	Area 175A on Sketch Plan K attached
Lot 176 on SP 210739	Area 176 on Sketch Plan K attached
Lot 177 on SP 210739	Area 177 on Sketch Plan K attached
Lot 178 on SP 210739	Area 178 on Sketch Plan K attached
Lot 179 on SP 210739	Area 179 on Sketch Plan K attached
Lot 180 on SP 210738	Area 180A on Sketch Plan J attached

Lot	Carparking / Driveway
Lot 181 on SP 210738	Area 181A on Sketch Plan J attached
Lot 182 on SP 210738	Area 182A on Sketch Plan J attached
Lot 183 on SP210729	Area 183A on Sketch Plan A attached
Lot 184 on SP210729	Area 184A on Sketch Plan A attached
Lot 185 on SP210729	Area 185A on Sketch Plan A attached
Lot 186 on SP210729	Area 186A on Sketch Plan A attached
Lot 187 on SP210729	Area 187A on Sketch Plan A attached

Lot	Courtyard
Lot 1 on SP 210733	Areas 1A and 1B on Sketch Plan E attached
Lot 2 on SP 210733	Area 2B on Sketch Plan E attached
Lot 3 on SP 210733	Area 3B on Sketch Plan E attached
Lot 4 on SP 210733	Area 4B on Sketch Plan E attached
Lot 5 on SP 210733	Area 5B on Sketch Plan E attached
Lot 6 on SP 210733	Area 6B on Sketch Plan E attached
Lot 7 on SP 210733	Area 7B on Sketch Plan E attached
Lot 8 on SP 210733	Area 8B on Sketch Plan E attached
Lot 9 on SP 210733	Area 9B on Sketch Plan E attached
Lot 10 on SP 210733	Area 10B on Sketch Plan E attached
Lot 11 on SP 210733	Area 11B on Sketch Plan E attached
Lot 12 on SP 210733	Area 12B on Sketch Plan E attached
Lot 13 on SP 210733	Area 13B on Sketch Plan E attached
Lot 14 on SP 210733	Areas 14A and 14B on Sketch Plan E attached
Lot 15 on SP 210733	Area 15B on Sketch Plan E attached
Lot 16 on SP 210733	Area 16B on Sketch Plan E attached
Lot 17 on SP 210733	Area 17B on Sketch Plan E attached

Lot	Courtyard
Lot 18 on SP 210733	Area 18B on Sketch Plan E attached
Lot 19 on SP 210733	Area 19B on Sketch Plan E attached
Lot 20 on SP 210733	Area 20B on Sketch Plan E attached
Lot 21 on SP210729	Area 21B on Sketch Plan A attached
Lot 22 on SP210729	Area 22B on Sketch Plan A attached
Lot 23 on SP210729	Area 23B on Sketch Plan A attached
Lot 24 on SP210729	Area 24B on Sketch Plan A attached
Lot 25 on SP210729	Area 25B on Sketch Plan A attached
Lot 26 on SP210729	Area 26B on Sketch Plan A attached
Lot 27 on SP210729	Area 27B on Sketch Plan A attached
Lot 28 on SP210729	Area 28B on Sketch Plan A attached
Lot 29 on SP210730	Area 29B on Sketch Plan B attached
Lot 30 on SP210730	Area 30B on Sketch Plan B attached
Lot 31 on SP210730	Area 31B on Sketch Plan B attached
Lot 32 on SP210731	Area 32B on Sketch Plan C attached
Lot 33 on SP210731	Area 33B on Sketch Plan C attached
Lot 34 on SP210731	Area 34B on Sketch Plan C attached
Lot 35 on SP210731	Area 35B on Sketch Plan C attached
Lot 36 on SP210731	Area 36B on Sketch Plan C attached
Lot 37 on SP210731	Area 37B on Sketch Plan C attached
Lot 38 on SP210731	Area 38B on Sketch Plan C attached
Lot 39 on SP210731	Area 39B on Sketch Plan C attached
Lot 40 on SP210730	Area 40B on Sketch Plan B attached
Lot 41 on SP210730	Area 41B on Sketch Plan B attached
Lot 42 on SP210730	Area 42B on Sketch Plan B attached
Lot 43 on SP210731	Area 43B on Sketch Plan C attached

Lot	Courtyard
Lot 44 on SP210731	Area 44B on Sketch Plan C attached
Lot 45 on SP210731	Area 45B on Sketch Plan C attached
Lot 46 on SP210731	Area 46B on Sketch Plan C attached
Lot 47 on SP210731	Area 47B on Sketch Plan C attached
Lot 48 on SP210731	Area 48B on Sketch Plan C attached
Lot 49 on SP210731	Area 49B on Sketch Plan C attached
Lot 50 on SP210731	Area 50B on Sketch Plan C attached
Lot 51 on SP 210732	Area 51B on Sketch Plan D attached
Lot 52 on SP 210732	Area 52B on Sketch Plan D attached
Lot 53 on SP 210732	Area 53B on Sketch Plan D attached
Lot 54 on SP 210732	Area 54B on Sketch Plan D attached
Lot 55 on SP 210732	Area 55B on Sketch Plan D attached
Lot 56 on SP 210732	Area 56B on Sketch Plan D attached
Lot 57 on SP 210732	Area 57B on Sketch Plan D attached
Lot 58 on SP 210732	Area 58B on Sketch Plan D attached
Lot 59 on SP 210732	Area 59B on Sketch Plan D attached
Lot 60 on SP 210732	Area 60B on Sketch Plan D attached
Lot 61 on SP 210732	Area 61B on Sketch Plan D attached
Lot 62 on SP 210732	Area 62B on Sketch Plan D attached
Lot 63 on SP 210732	Area 63B on Sketch Plan D attached
Lot 64 on SP 210732	Area 64B on Sketch Plan D attached
Lot 65 on SP210729	Area 65B on Sketch Plan A attached
Lot 66 on SP210729	Area 66B on Sketch Plan A attached
Lot 67 on SP210729	Area 67B on Sketch Plan A attached
Lot 68 on SP210729	Area 68B on Sketch Plan A attached
Lot 69 on SP210729	Area 69B on Sketch Plan A attached

Lot	Courtyard
Lot 70 on SP210729	Area 70B on Sketch Plan A attached
Lot 71 on SP210729	Areas 71B and 71C on Sketch Plan A attached
Lot 72 on SP210730	Area 72B on Sketch Plan B attached
Lot 73 on SP210730	Area 73B on Sketch Plan B attached
Lot 74 on SP210730	Area 74B on Sketch Plan B attached
Lot 75 on SP210730	Area 75B on Sketch Plan B attached
Lot 76 on SP210730	Area 76B on Sketch Plan B attached
Lot 77 on SP210730	Area 77B on Sketch Plan B attached
Lot 78 on SP 210730	Area 78B on Sketch Plan B attached
Lot 79 on SP 210734	Area 79B on Sketch Plan F attached
Lot 80 on SP 210734	Area 80B on Sketch Plan F attached
Lot 81 on SP 210734	Area 81B on Sketch Plan F attached
Lot 82 on SP 201734	Area 82B on Sketch Plan F attached
Lot 83 on SP 210734	Area 83B on Sketch Plan F attached
Lot 84 on SP 210734	Area 84B on Sketch Plan F attached
Lot 85 on SP 210734	Area 85B on Sketch Plan F attached
Lot 86 on SP210734	Area 86B on Sketch Plan F attached
Lot 87 on SP 210734	Area 87B on Sketch Plan F attached
Lot 88 on SP210734	Area 88B on Sketch Plan F attached
Lot 89 on SP 210734	Area 89B on Sketch Plan F attached
Lot 90 on SP 210734	Area 90B on Sketch Plan F attached
Lot 91 on SP210734	Area 91B on Sketch Plan F attached
Lot 92 on SP 210734	Area 92B on Sketch Plan F attached
Lot 93 on SP 210734	Area 93B on Sketch Plan F attached
Lot 94 on SP 210735	Areas 94A and 94B on Sketch Plan G attached
Lot 95 on SP 210735	Area 95B on Sketch Plan G attached

Title Reference: The Parc Community Titles Scheme 39676

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Lot	Courtyard
Lot 96 on SP 210735	Area 96B on Sketch Plan G attached
Lot 97 on SP 210735	Area 97B on Sketch Plan G attached
Lot 98 on SP 210735	Area 98B on Sketch Plan G attached
Lot 99 on SP 210735	Area 99B on Sketch Plan G attached
Lot 100 on SP 210735	Area 100B on Sketch Plan G attached
Lot 101 on SP210730	Area 101B on Sketch Plan B attached
Lot 102 on SP210730	Area 102B on Sketch Plan B attached
Lot 103 on SP210730	Area 103B on Sketch Plan B attached
Lot 104 on SP210730	Area 104B on Sketch Plan B attached
Lot 105 on SP210730	Area 105B on Sketch Plan B attached
Lot 106 on SP210730	Area 106B on Sketch Plan B attached
Lot 107 on SP210730	Areas 107A and 107B on Sketch Plan B attached
Lot 108 on SP 210738	Area 108B on Sketch Plan J attached
Lot 109 on SP 210738	Area 109B on Sketch Plan J attached
Lot 110 on SP 210738	Area 110B on Sketch Plan J attached
Lot 111 on SP 210738	Area 111B on Sketch Plan J attached
Lot 112 on SP 210738	Area 112B on Sketch Plan J attached
Lot 113 on SP 210738	Area 113B on Sketch Plan J attached
Lot 114 on SP 210738	Area 114B on Sketch Plan J attached
Lot 115 on SP 210738	Area 115B on Sketch Plan I attached
Lot 116 on SP 210738	Area 116B on Sketch Plan J attached
Lot 117 on SP 210738	Area 117B on Sketch Plan J attached
Lot 118 on SP 210738	Area 118B on Sketch Plan J attached
Lot 119 on SP 210735	Area 119B on Sketch Plan G attached
Lot 120 on SP 210735	Area 120B on Sketch Plan G attached
Lot 121 on SP 210735	Area 121B on Sketch Plan G attached

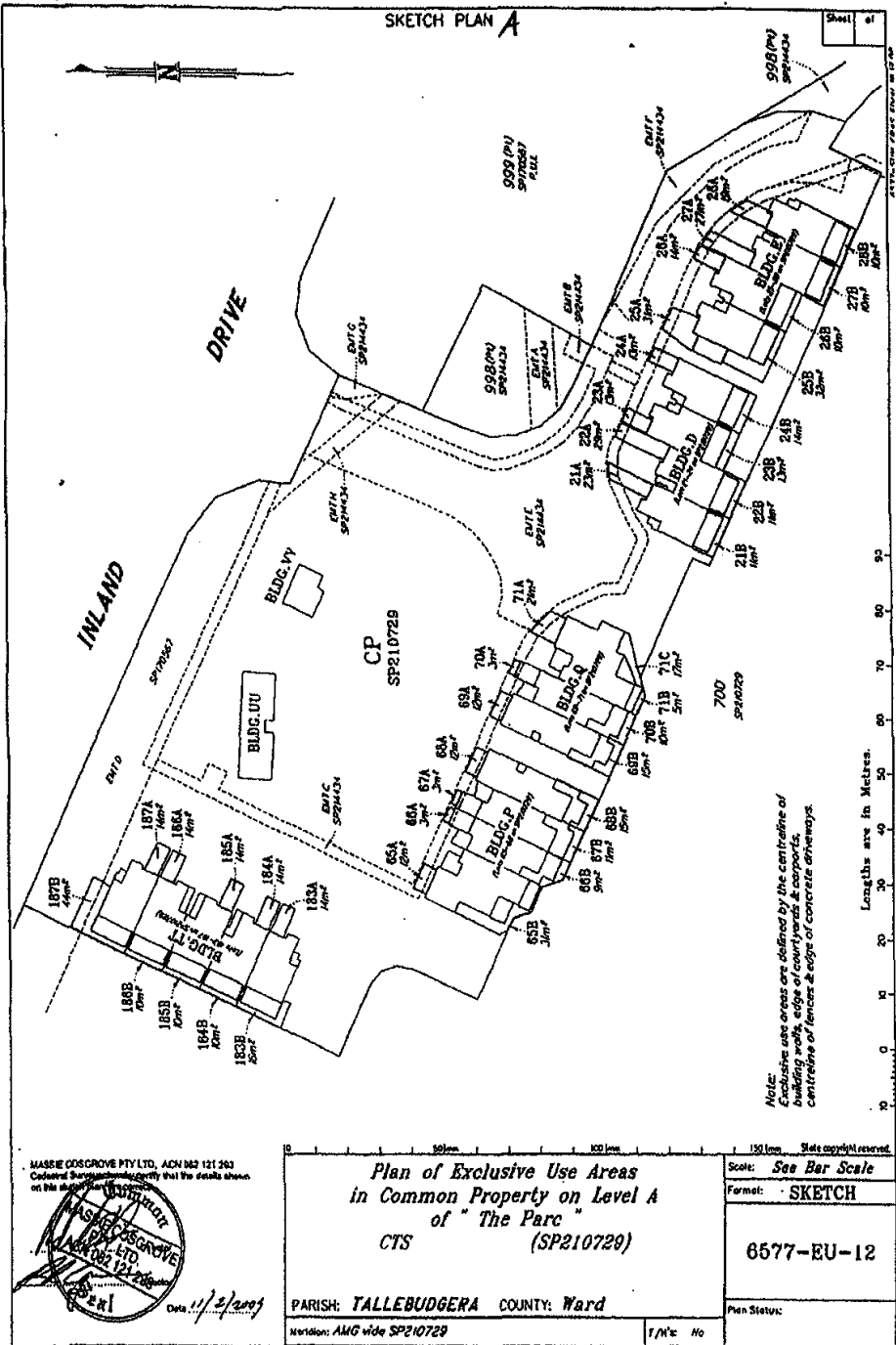
Lot	Courtyard
Lot 122 on SP 210735	Area 122B on Sketch Plan G attached
Lot 123 on SP 210737	Area 123B on Sketch Plan I attached
Lot 124 on SP 210737	Area 124B on Sketch Plan I attached
Lot 125 on SP 210737	Area 125B on Sketch Plan I attached
Lot 126 on SP 210737	Area 126B on Sketch Plan I attached
Lot 127 on SP 210737	Area 127B on Sketch Plan I attached
Lot 128 on SP 210737	Area 128B on Sketch Plan I attached
Lot 129 on SP 210737	Area 129B on Sketch Plan I attached
Lot 131 on SP 210737	Area 131B on Sketch Plan I attached
Lot 132 on SP 210737	Area 132B on Sketch Plan I attached
Lot 133 on SP 210737	Area 133B on Sketch Plan I attached
Lot 134 on SP 210735	Area 134B on Sketch Plan G attached
Lot 135 on SP 210735	Area 135B on Sketch Plan G attached
Lot 136 on SP 210735	Area 136B on Sketch Plan G attached
Lot 137 on SP 210735	Area 137B on Sketch Plan G attached
Lot 138 on SP 210735	Area 138B on Sketch Plan G attached
Lot 139 on SP 210735	Area 139B on Sketch Plan G attached
Lot 140 on Sp 210735	Area 140B on Sketch Plan G attached
Lot 141 on SP 210734	Area 141B on Sketch Plan F attached
Lot 142 on SP 210734	Area 142 B on Sketch Plan F attached
Lot 143 on SP 210734	Area 143B on Sketch Plan F attached
Lot 144 on SP 210734	Area 144B on Sketch Plan F attached
Lot 145 on SP 210736	Area 145B on Sketch Plan H attached
Lot 146 on SP 210736	Area 146B on Sketch Plan H attached
Lot 147 on SP 210736	Area 147B on Sketch Plan H attached
Lot 148 on SP 210736	Area 148B on Sketch Plan H attached

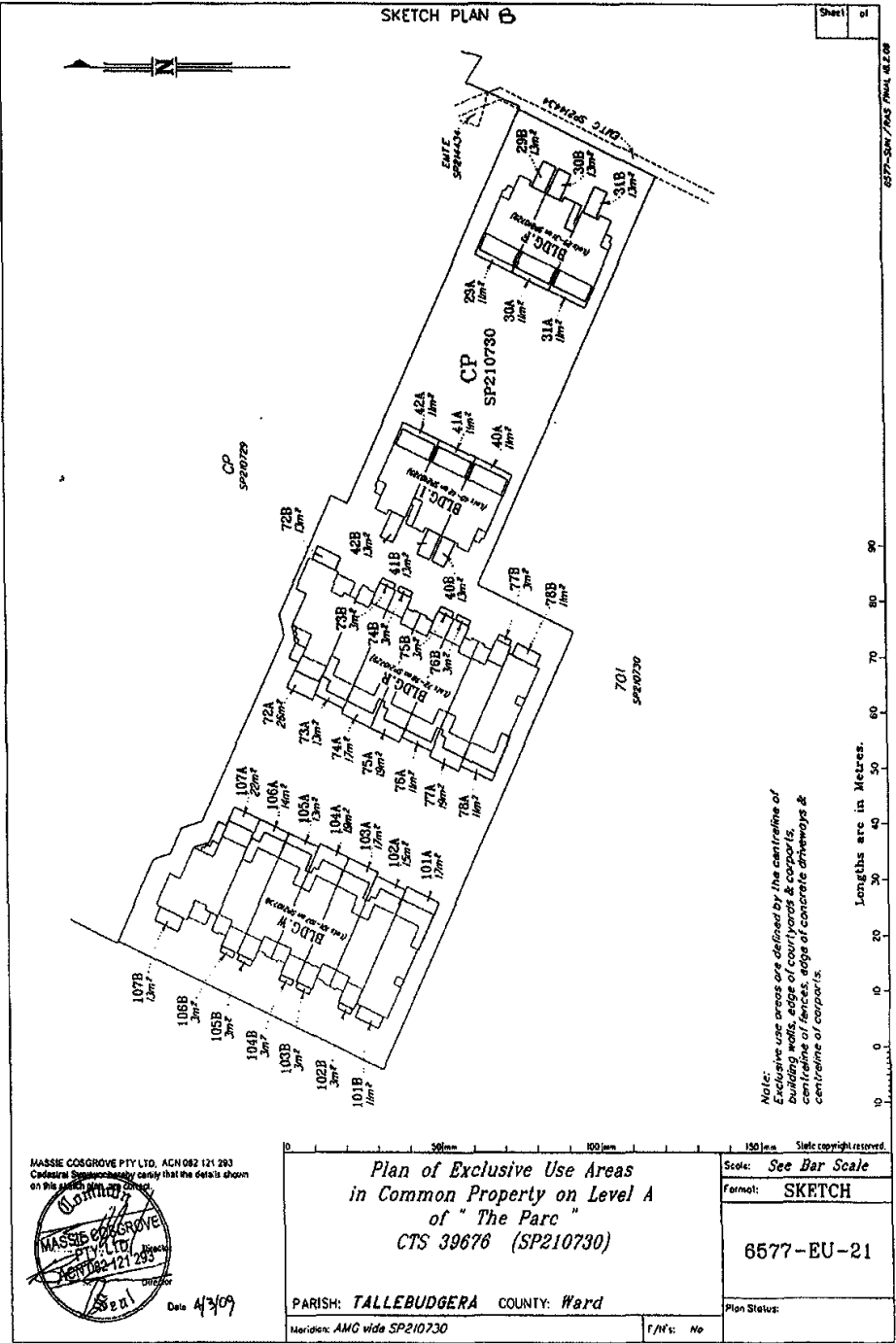
Title Reference: The Parc Community Titles Scheme 39676

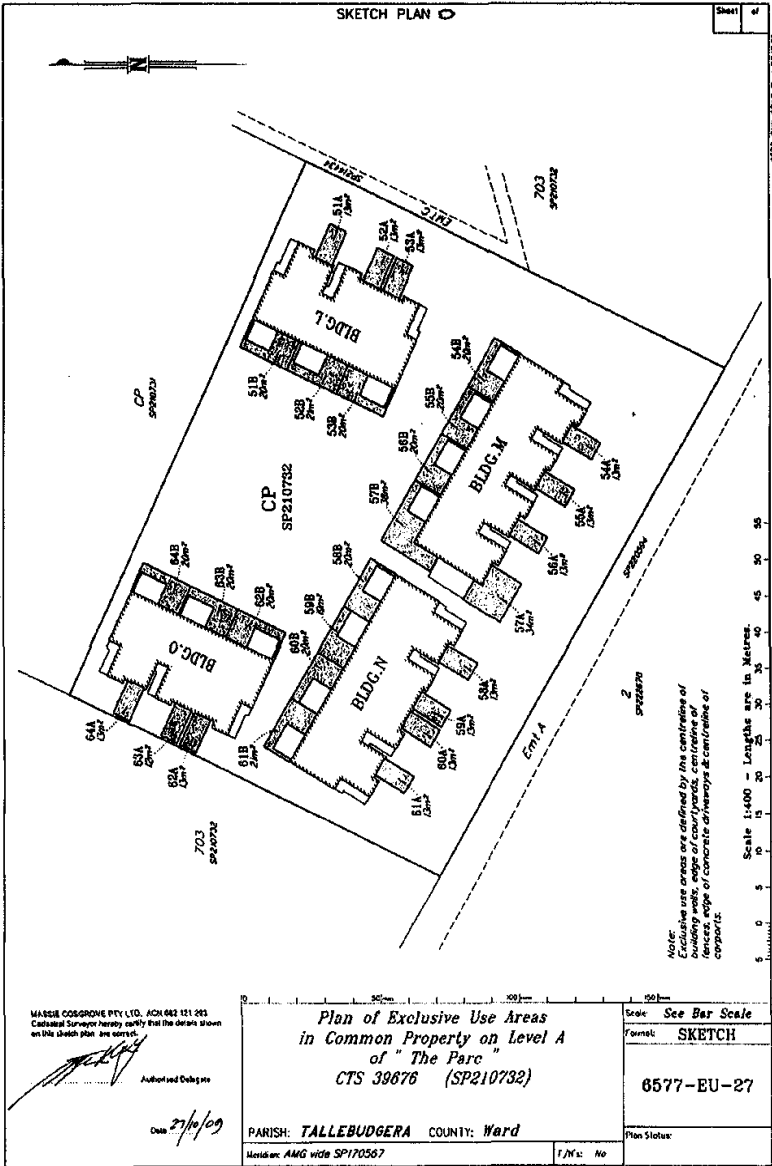
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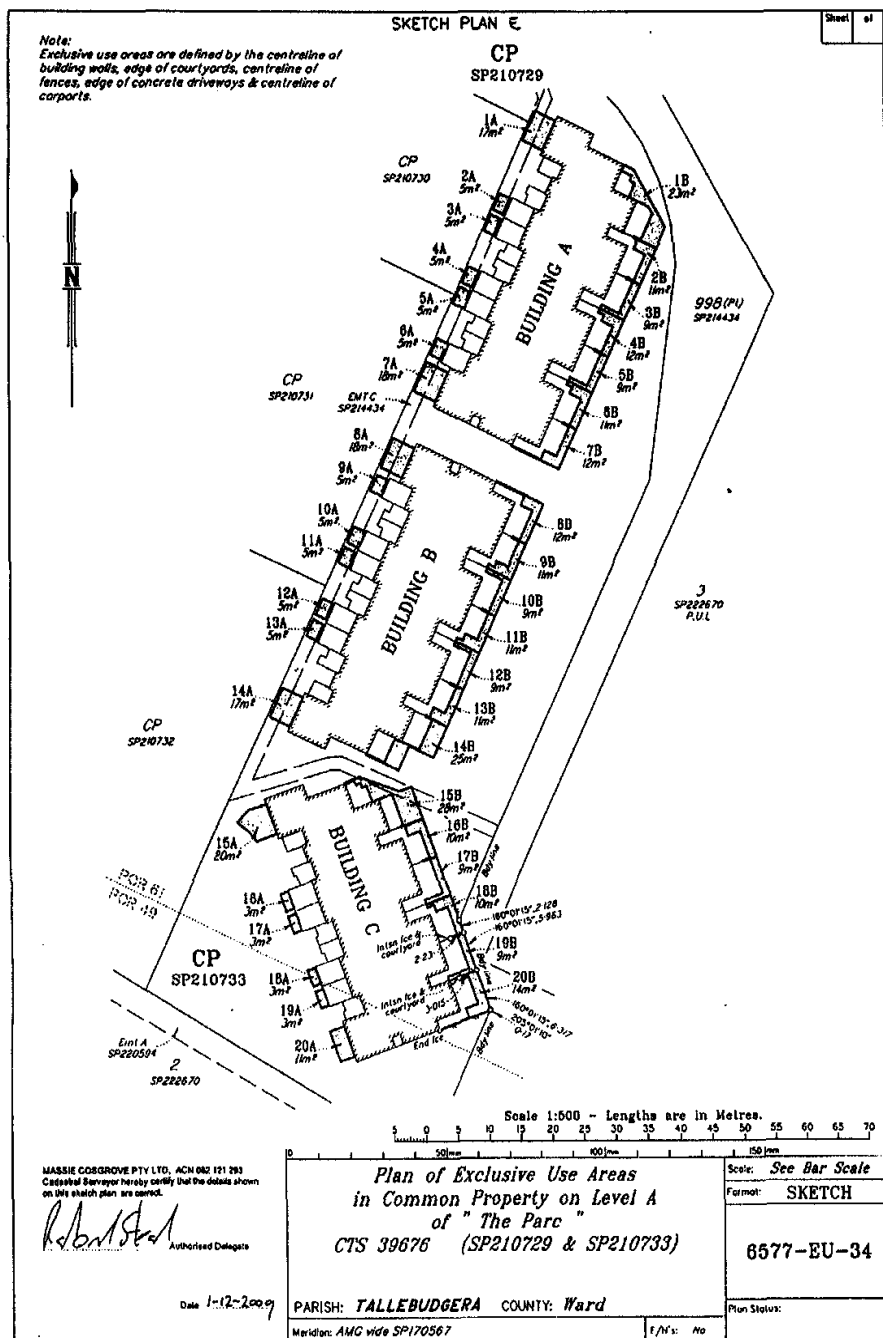
Lot	Courtyard
Lot 149 on SP 210736	Area 149B on Sketch Plan H attached
Lot 150 on SP 210736	Area 150B on Sketch Plan H attached
Lot 151 on SP 210736	Area 151B on Sketch Plan H attached
Lot 152 on SP 210736	Area 152B on Sketch Plan H attached
Lot 153 on SP 210736	Area 153B on Sketch Plan H attached
Lot 154 on SP 210736	Area 154B on Sketch Plan H attached
Lot 155 on SP 210736	Area 155B on Sketch Plan H attached
Lot 156 on SP 210736	Area 156B on Sketch Plan H attached
Lot 157 on SP 210736	Area 157B on Sketch Plan H attached
Lot 158 on SP 210736	Lot 158B on Sketch Plan H attached
Lot 159 on SP 210736	Lot 159B on Sketch Plan H attached
Lot 160 on SP 210737	Lot 160B on Sketch Plan I attached
Lot 161 on SP 210737	Lot 161B on Sketch Plan I attached
Lot 162 on SP 210737	Lot 162B on Sketch Plan I attached
Lot 163 on SP 210737	Lot 163B on Sketch Plan I attached
Lot 164 on SP 210737	Lot 164B on Sketch Plan I attached
Lot 165 on SP 210737	Lot 165B on Sketch Plan I attached
Lot 166 on SP 210739	Lot 166B on Sketch Plan K attached
Lot 167 on SP 210739	Lot 167B on Sketch Plan K attached
Lot 168 on SP 210739	Lot 168B on Sketch Plan K attached
Lot 169 on SP 210739	Lot 169B on Sketch Plan K attached
Lot 170 on SP 210739	Lot 170B on Sketch Plan K attached
Lot 171 on SP 210739	Lot 171B on Sketch Plan K attached
Lot 172 on SP 210739	Lot 172B on Sketch Plan K attached
Lot 173 on SP 210739	Lot 173B on Sketch Plan K attached
Lot 174 on SP 210739	Lot 174B on Sketch Plan K attached

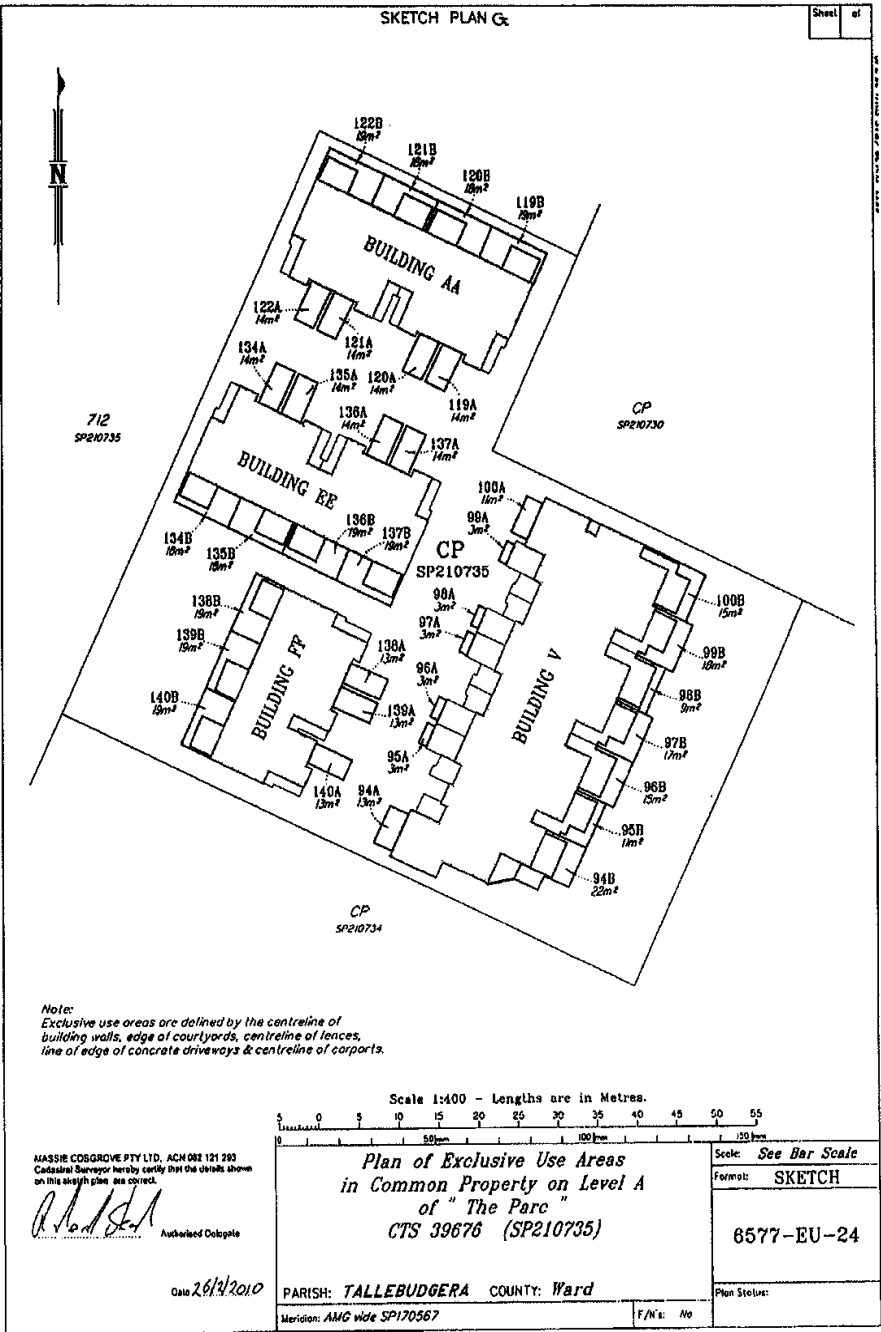
Lot	Courtyard
Lot 175 on SP 210739	Lot 175B on Sketch Plan K attached
Lot 176 on SP 210739	Lot 176B on Sketch Plan K attached
Lot 177 on SP 210739	Lot 177B on Sketch Plan K attached
Lot 178 on SP 210739	Lot 178B on Sketch Plan attached
Lot 179 on SP 210739	Lot 179B on Sketch Plan attached
Lot 180 on SP 210738	Lot 180B on Sketch Plan J attached
Lot 181 on SP 210738	Lot 181B on Sketch Plan J attached
Lot 182 on SP 210738	Lot 182B on Sketch Plan J attached
Lot 183 on SP210729	Area 183B on Sketch Plan A attached
Lot 184 on SP210729	Area 184B on Sketch Plan A attached
Lot 185 on SP210729	Area 185B on Sketch Plan A attached
Lot 186 on SP210729	Area 186B on Sketch Plan A attached
Lot 187 on SP210729	Area 187B on Sketch Plan A attached

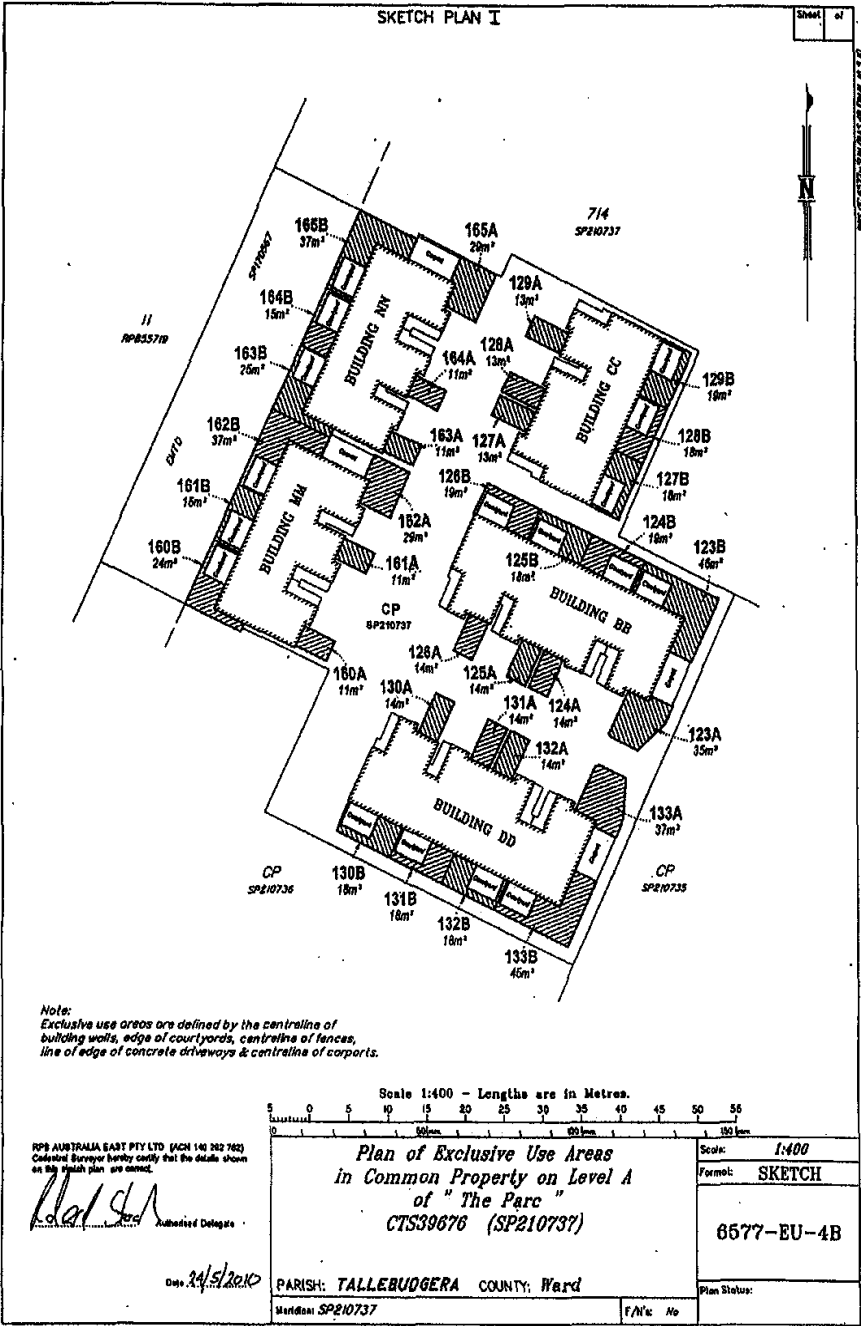


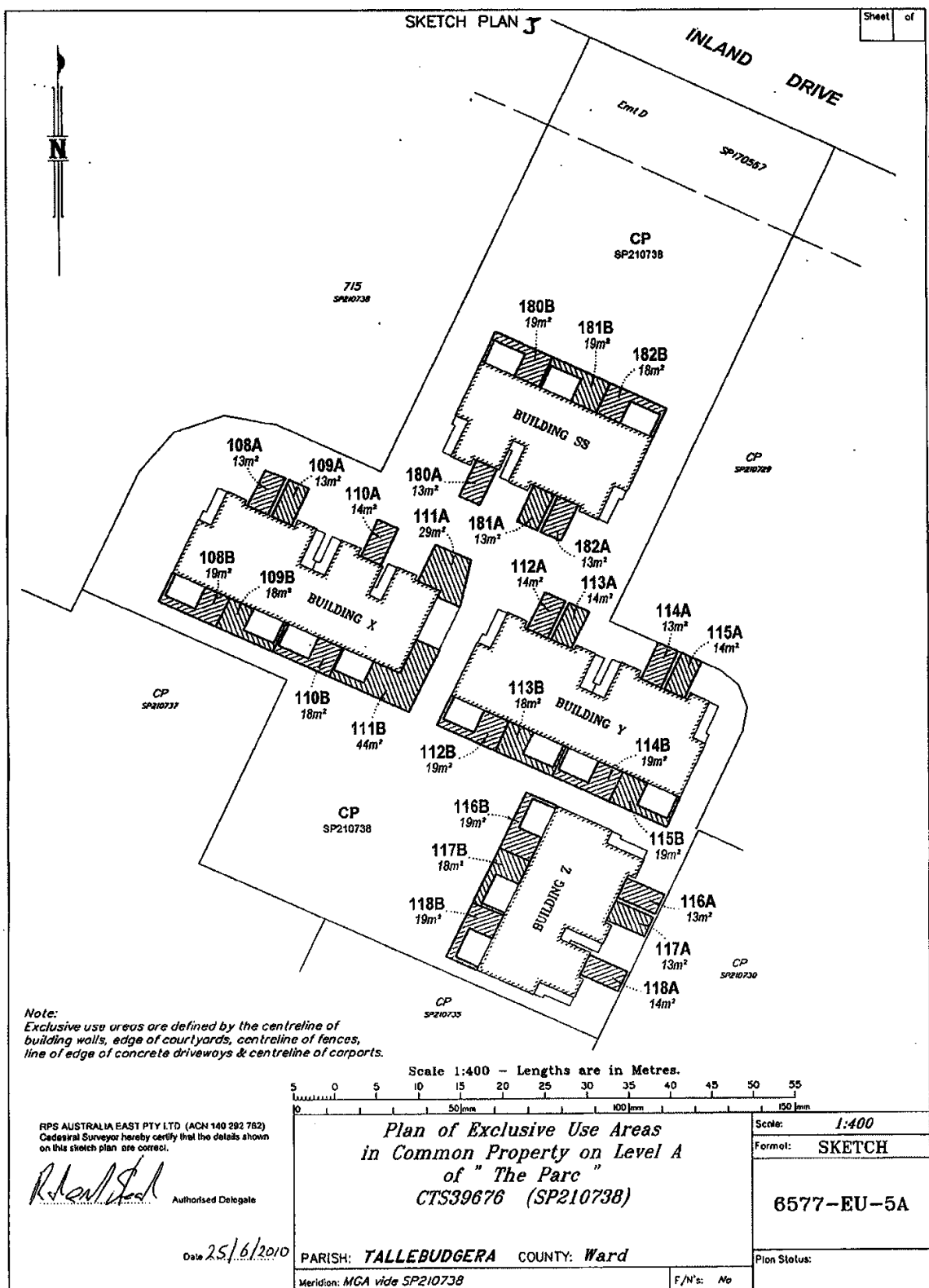


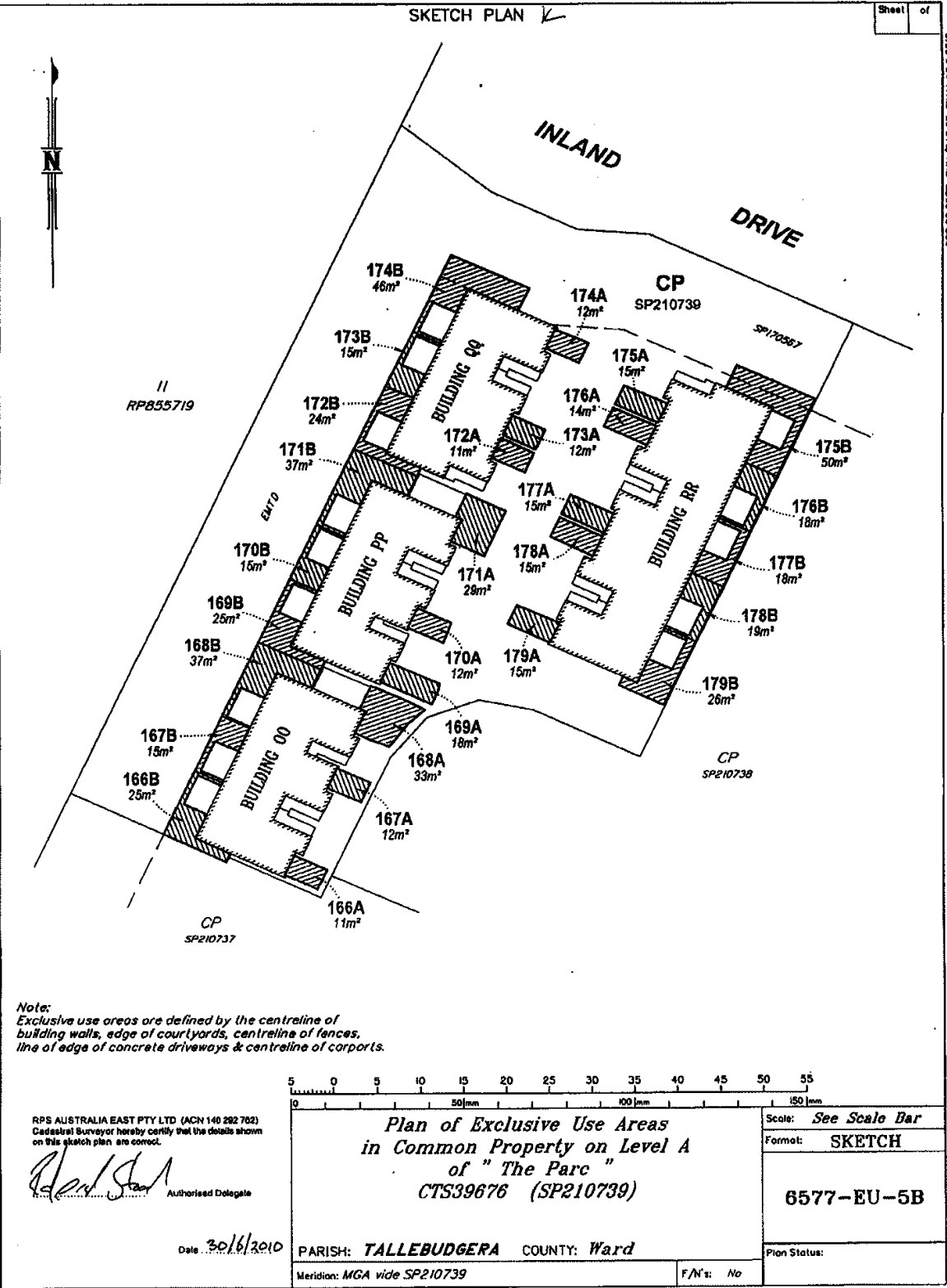












Contract for the Sale and Purchase of Residential Real Estate

First Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of residential real estate in Queensland.

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

REFERENCE SCHEDULE

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

PARTIES

SELLER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

SELLER'S AGENT

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

BUYER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

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

000039902562

BUYER'S AGENT (If applicable)

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

PROPERTY

LOT: _____ ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

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

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

Present Use: _____

Local Government: _____

Excluded Fixtures: _____ ■ attach annexure for additional space

Included Chattels: _____ ■ attach annexure for additional space

PRICE**Cyber Warning**

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

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

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

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

DEFAULT INTEREST RATE: _____ %

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

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

000039902562

SETTLEMENT

SETTLEMENT DATE:

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

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

GST

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

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

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

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

GST WITHHOLDING OBLIGATIONS

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

- ☐ No
- ☐ Yes

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

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

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

(select whichever is applicable)

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

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

LAND TAX

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

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

[select one]

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

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

CONDITIONS

FINANCE

Finance Amount: \$ _____

Financier: _____

Finance Date: _____

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

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: _____

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

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

000039902562

MATTERS AFFECTING PROPERTY

TITLE ENCUMBRANCES:

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

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

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

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

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

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

TENANCIES:

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

☐ No

☐ Yes, details are contained in the attached Tenancies Schedule

OTHER MATTERS:

Residential Tenancy Agreements or Rooming Accommodation Agreements:

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

☐ No

☐ Yes

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

← **WARNING TO SELLER:** If the Property or any part has been let at any time in the last 12 months the Seller is required under clause 5.5(1)(e) to provide evidence of the last rent increase. Failure to provide evidence by settlement may entitle the Buyer to terminate the contract.

TREE ORDERS AND APPLICATIONS:

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

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

☐ No

☐ Yes

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

← **WARNING:** Failure to comply with s83 Neighbourhood Disputes (Dividing Fences and Trees Act) 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

POOL SAFETY

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

☐ No

☐ Yes

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

☐ No

☐ Yes

← **WARNING TO SELLER:** If there is a regulated pool on the Lot, under clause 5.5(1)(f) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

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

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

☐ Installed in the residence

☐ Not installed in the residence

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

☐ Installed in the residence

☐ Not installed in the residence

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

← **WARNING:** Under clause 7.9 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Lot. Failure to do so is an offence under the Fire Services Act 1990.

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

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

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

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

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

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

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

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

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

(f) Outstanding by-law contravention notices (clause 12.9(1)(c))*

(g) Proposed Body Corporate resolutions (clause 12.10)*

**Include in attachment if insufficient space*

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

← If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 12.3 does not apply.

LOTS IN A BUILDING UNIT AND GROUP TITLE PARCEL**(COMPLETE IF APPLICABLE)****WARRANTIES AND CONTRACTUAL RIGHTS**

If the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies, the Seller gives notice to the Buyer of the following matters:

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

(a) Proposal to add to, alter or repeal by-laws (clause 13.9(1)(a))

(b) Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))*

(c) Outstanding by-law contravention notices (clause 13.9(1)(c))*

(d) Proposed Body Corporate resolutions (clause 13.10)*

**Include in attachment if insufficient space*

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

← If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 13.3 does not apply.

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

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SPECIAL CONDITIONS

SIGNATURES

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

Buyer: _____ Date: _____ Witness: _____

Buyer: _____ Date: _____ Witness: _____

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

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

Seller: _____ Date: _____ Witness: _____

Seller: _____ Date: _____ Witness: _____

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

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

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

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TERMS OF CONTRACT

FOR THE SALE AND PURCHASE OF RESIDENTIAL REAL ESTATE

1. DEFINITIONS

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

- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
- (f) **"Bank Cheque"**:
 - (i) includes a cheque drawn by a building society or credit union on itself; and
 - (ii) does not include a cheque drawn by a building society or credit union on a Bank;
- (g) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (h) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulation 2018*;
- (i) **"Business Day"** means a day other than:
 - (i) a Saturday or Sunday;
 - (ii) a public holiday or special holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive);
- (j) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (k) **"Contract Date"** or **"Date of Contract"** means:
 - (i) the date inserted in the Reference Schedule as the Contract Date; or
 - (ii) if no date is inserted, the date on which the last party signs this contract;
- (l) **"Court"** includes any tribunal established under statute;
- (m) **"Digitally Sign"** and **"Digital Signature"** have the meaning in the ECNL;
- (n) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
- (o) **"Electronic Conveyancing Documents"** has the meaning in the *Land Title Act 1994*;
- (p) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (q) **"Electronic Settlement"** means settlement facilitated by an ELNO System;
- (r) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (s) **"Electronic Workspace"** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (t) **"ELNO"** has the meaning in the ECNL;
- (u) **"ELNO System"** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (v) **"Encumbrances"** includes:
 - (i) registered encumbrances;
 - (ii) Unregistered Encumbrances; and
 - (iii) Security Interests;
- (w) **"Enforcement Notice"** means any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property;
- (x) **"Essential Term"** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.1, 3.1, 3.2, 3.3, 5.1 and 6.1; and
 - (ii) the Seller: clauses 3.2, 3.3, 5.5(1) and 6.1; but nothing in this definition precludes a Court from finding other terms to be essential;
- (y) **"Extension Notice"** means a notice under clause 6.2(1);
- (z) **"Financial Institution"** means a Bank, building society or credit union;
- (aa) **"Financial Settlement"** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (bb) **"Financial Settlement Schedule"** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (cc) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (dd) **"GST"** means the goods and services tax under the GST Act;
- (ee) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (ff) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (gg) **"Improvements"** means all fixed structures on the Lot and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (hh) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (ii) **"Outgoings"** means rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax if the Reference Schedule provides that *No adjustment is to be made for land tax*;
[Note: the definition of Outgoings is modified by clauses 12.2(2)(a), 13.2(2)(a) where applicable]
- (jj) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulation 2018*;

- (kk) **"Place for Settlement"** means:
- (i) where the Seller is represented by a solicitor who has an office in Queensland, the city or town in Queensland in which the office of the Seller's Solicitor is located;
 - (ii) otherwise, within the Brisbane Central Business District;
- (ll) **"Pool Compliance Certificate"** means:
- (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
 - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
 - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (mm) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (nn) **"Property"** means:
- (i) the Lot;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;
- [Note: the definition of Property is modified by clause 12.2(2)(b) or 13.2(2)(b) where applicable]
- (oo) **"Rent"** means any periodic amount payable under the Tenancies;
- (pp) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Lot other than the Included Chattels;
- (qq) **"Residential Tenancy Agreement"** has the meaning in the RTRA Act;
- (rr) **"Rooming Accommodation Agreement"** has the meaning in the RTRA Act;
- (ss) **"RTRA Act"** means the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (tt) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (uu) **"Seller Disclosure Statement"** means the disclosure statement and prescribed certificates given by the Seller to the Buyer under section 99(1) of the *Property Law Act 2023* (if applicable) before the Buyer signed this contract;
- (vv) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (ww) **"Site Value"** means:
- (i) in the case of non-rural land, the site value under the *Land Valuation Act 2010*; or
 - (ii) in the case of rural land, the unimproved value under the *Land Valuation Act 2010*;
- (xx) **"Smoke Alarm Requirement Provision"** has the meaning in section 147W of the *Fire Services Act 1990*;
- (yy) **"Transfer Documents"** means:
- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
 - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (zz) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*;
- (aaa) **"Unregistered Encumbrance"** has the meaning in the *Property Law Regulation 2024*; and
- (bbb) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

2. DEPOSIT

2.1 Payment of Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.1(4), if the Buyer:
 - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
 - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
 - (c) does not take any action to defer the payment to the Deposit Holder to a later day,
 the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.1(3) but the Deposit Holder has not received the payment by the due date:
 - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
 - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.1(4)(a) is given to the Buyer then clause 2.1(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.2 Investment of Deposit

If:

- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
 - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties;
 - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied); and
 - (5) provide the parties with an account statement in respect of the account in which the Deposit is held:
 - (a) at 30 June of each year; and
 - (b) when the Deposit Holder pays the Deposit to the party entitled to it.

2.3 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;
 - (b) if this contract is terminated without default by the Buyer, the Buyer; and
 - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) The person who is entitled to the Deposit is presently entitled to the interest on the Deposit. Until settlement or termination of this contract, the Seller is presently entitled to the interest on the Deposit.
- (4) If this contract is terminated, and the Buyer is entitled to the Deposit:

- (a) the Buyer must reimburse the Seller for any tax paid by the Seller as a result of an earlier present entitlement to interest on the Deposit; and
 - (b) the Buyer has no further claim once it receives the Deposit and any interest on the Deposit, unless the termination is due to the Seller's default or breach of warranty.
- (5) The Deposit is invested at the risk of the party who is ultimately entitled to it.

3. PURCHASE PRICE

3.1 Payment of Balance Purchase Price

On the Settlement Date, the Buyer must pay the Balance Purchase Price:

- (a) for an Electronic Settlement, by electronic funds transfer as directed by the Seller's Solicitor and/or the Seller's mortgagee in the Financial Settlement Schedule; or
- (b) otherwise, by Bank Cheque as the Seller or the Seller's Solicitor directs.

3.2 Foreign Residents Capital Gains Tax Withholding

- (1) Clause 3.2 applies if both the following apply:
 - (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
 - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under s14-235 of the Withholding Law, which remains current at the Settlement Date, varying the CGT Withholding Amount to nil.
- (2) The Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement.
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the CGT Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
 - (a) for clause 3.1(b), the Seller irrevocably directs the Buyer to draw a Bank Cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
 - (b) the Seller must return the Bank Cheque in paragraph (a) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
 - (c) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (5) For clause 3.2(1) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
 - (a) the Property includes items in addition to the Lot and Improvements; and
 - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,
 in which case the market value of the Lot and Improvements will be as stated in the valuation.

3.3 GST Withholding

- (1) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
 - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
 - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
 - (c) on or before settlement, the Buyer must give the Seller copies of:
 - (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount.
- (2) The Buyer is taken to have complied with clause 3.3(1)(b) and 3.3(1)(c) if the Form 1 is lodged through the Electronic Workspace and the Form 2 is shown as pending settlement (however described).
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the GST Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
 - (a) the Seller irrevocably directs the Buyer to draw a Bank Cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
 - (b) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (5) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

3.4 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with clauses 3.4, 3.5 and 3.6 and any adjustments paid and received on settlement so that:
 - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
 - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
 - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
 - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 3.4.

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

3.5 Outgoings

- (1) Subject to clauses 3.5(2), 3.5(4), 3.5(5) and 3.5(6), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (2) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Lot to the area of the parcel in the assessment; and
 - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (3) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then:
 - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the specified amount to the account nominated by the Commissioner of State Revenue;
 - (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (4) If the Reference Schedule states that:
 - (a) *Land tax is to be adjusted on a single holding basis*, land tax must be adjusted on the assessment that the Queensland Revenue Office would issue to the Seller for the land tax year current at the Settlement Date if the Lot was the Seller's only land; or
 - (b) *Land tax is to be adjusted on the Seller's actual land tax liability*, land tax must be adjusted on the actual assessment that the Queensland Revenue Office has issued or will issue to the Seller for the land tax year current at the Settlement Date.
- (5) For clause 3.5(4), if there is no separate Site Value for the Lot, the land tax for the Lot shall be calculated on a notional Site Value equal to:

$$SV \times \frac{LA}{PA}$$

where:

SV means the Site Value of the land which includes the Lot and has a separate Site Value (the "**Parent Lot**")

LA means the area of the Lot

PA means the area of the Parent Lot.

[Note: this clause is modified by clauses 12.4 and 13.4 where applicable]

- (6) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (7) If any Outgoings are assessed but unpaid at the Settlement Date, then:
 - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the amount payable to the relevant authority;
 - (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority.

If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 3.5(1).

3.6 Rent

- (1) Rent for any rental period ending on or before the Settlement Date belongs to the Seller and is not adjusted at settlement.
- (2) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (3) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (4) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 3.6(1), 3.6(2) and 3.6(3).
- (5) Payments under clause 3.6(4) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.

3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

- (a) the cost of Bank Cheques payable at settlement:
 - (i) to the Seller or its mortgagee are the responsibility of the Buyer; and
 - (ii) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement; and
- (b) the Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank Cheque without the consent of the Buyer.

4. CONDITIONS

4.1 Finance

- (1) This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- (2) The Buyer must give notice to the Seller that:
 - (a) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
 - (b) the finance condition has been either satisfied or waived by the Buyer.
- (3) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.

- (4) The Seller's right under clause 4.1(3) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).

4.2 Building and Pest Inspection

- (1) This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
 - (a) a satisfactory Inspector's report under clause 4.2(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - (b) clause 4.2(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.2(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2(2).

4.3 Consent to Transfer of State Lease

- (1) If the Lot sold is leasehold, this contract is conditional on the Seller obtaining any necessary consent to the transfer of the lease to the Buyer by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

[Note: If clause 12.3 or 13.3 applies, the contract is also conditional on the Buyer's satisfaction with the Body Corporate's records]

5. SETTLEMENT

5.1 Time and Date

Settlement must occur by 4pm AEST on the Settlement Date.

5.2 Electronic Settlement

- (1) Settlement must be effected by Electronic Settlement unless the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer is not a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies other than as a result of section 5(2)(a)(ii).
- (2) If settlement is to be effected by Electronic Settlement:
 - (a) the Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 11.3(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System;
 - (b) clause 5.2(2)(a) does not prevent the Buyer using an ELNO System which is interoperable with the ELNO System nominated by the Seller;
 - (c) the parties must:
 - (i) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and

- (ii) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date;
- (d) if the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST;
- (e) if any part of the Purchase Price is to be paid to discharge an Outgoing:
 - (i) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
 - (ii) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule;
- (f) if the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
 - (i) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
 - (ii) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 5.2(2)(f)(i);
 - (iii) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
 - (iv) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule;
- (g) each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement;
- (h) a party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has done or not done something in the Electronic Workspace (for example, failing to complete details necessary to enable the other party to complete or sign the Electronic Workspace);
- (i) any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement; and
- (j) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

5.3 Place for Settlement

- (1) An Electronic Settlement will be deemed to take place in the Place for Settlement.
- (2) If the settlement is not an Electronic Settlement, subject to clause 5.3(3), settlement must be effected in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (3) If the Seller has not nominated an office under clause 5.3(2) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 76(2)(b) of the *Property Law Act 2023* applies.

5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

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

5.5 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price and the documents to be provided by the Buyer under clause 12.6 or 13.6 (if applicable), the Seller must deliver to the Buyer at settlement:
 - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
 - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
 - (d) if there are Tenancies:
 - (i) the Seller's copy of any Tenancy agreements;
 - (ii) a notice to each Tenant advising of the sale in the form required by law; and
 - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
 - (e) if the Property has been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date:
 - (i) for any Tenancies, evidence of the day of the last rent increase for each part of the Property before those Tenancies were entered into; and
 - (ii) for any part of the Property not subject to a Tenancy at settlement, evidence of the day of the last rent increase for that part of the Property,sufficient to satisfy section 93A or 105C of the RTRA Act; and
 - (f) a copy of a current Pool Compliance Certificate for each regulated pool on the Lot unless:
 - (i) the Seller has given the Buyer a current (at the time it was given) Pool Compliance Certificate before settlement; or
 - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract; and
 - (g) if clause 10.8 applies, a Tax Invoice.
- (2) If the Keys are not required to be delivered at Settlement under clause 5.5(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.
- (3) For an Electronic Settlement, the Seller will be taken to have complied with clause 5.5(1) if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and

- (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.5(1)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than 2 Business Days after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitor's possession.

5.6 Assignment of Covenants and Warranties

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

- (1) covenants by the Tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the RTRA Act) supporting the Tenancies;
- (3) manufacturer's warranties regarding the Included Chattels; and
- (4) builders' warranties on the Improvements, to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 140 of the *Property Law Act 2023* does not apply.

5.7 Possession of Property

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and the Improvements except for the Tenancies.

5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

5.9 Removal of Reserved Items

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.9(2) or 5.9(3).

6. TIME

6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement before 4pm.

6.2 Extension of Settlement Date

- (1) Despite clause 6.1, either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause (an "**Extension Notice**") nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.

- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
 - (a) under section 79, 80 or 81 of the *Property Law Act 2023*;
 - (b) under clause 6.3; or
 - (c) by agreement of the parties, but excluding any extension of the Settlement Date as a result of the operation of this clause 6.2.

6.3 Extension of Settlement Date – Late Unsigning

- If:
- (a) the Settlement is an Electronic Settlement;
 - (b) the unsigning of a party to the Electronic Workspace occurs between 3pm and 4pm on the Settlement Date due to a change made to the Electronic Workspace by another party to the Electronic Workspace;
 - (c) any party to the Electronic Workspace has not re-signed the Workspace by 4pm; and
 - (d) the Settlement Date has not previously been extended under this clause 6.3,

the Settlement Date will be automatically extended to the following Business Day, unless otherwise agreed by the Buyer and Seller and time is of the essence in respect of this date.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

- (a) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (b) the Conditions of the State Lease (if leasehold).

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

7.3 Requisitions

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

7.4 Seller's Warranties

- (1) Subject to clause 7.8, the Seller warrants that, at the Contract Date:
 - (a) there is no outstanding enforcement notice under section 248 of the *Building Act 1975* or section 168 of the *Planning Act 2016* that affects the Property;
 - (b) there is no outstanding show cause notice under section 246AG(1) or 247 of the *Building Act 1975* or section 167 of the *Planning Act 2016* that affects the Property;
 - (c) the Seller has not received any other communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(1)(a), 7.4(1)(b) or an Enforcement Notice;
 - (d) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
 - (e) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Lot; and

- (f) the Seller is not aware of any facts or circumstances that may lead to the Lot being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.

- (2) Subject to clause 7.8, the Seller warrants that, at settlement:

- (a) if the Lot is freehold: it will be the registered owner of an estate in fee simple in the Lot and will own the rest of the Property;
- (b) if the Lot is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
- (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
- (d) there will be no unsatisfied Court order or writ of execution affecting the Property.

- (3) Subject to clause 7.8, if the Seller breaches a warranty in clause 7.4(1) or 7.4(2), without limiting any other remedy, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (4) The Seller warrants that:

- (a) the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements and Rooming Accommodation Agreements are true and correct; and
- (b) if there are Tenancies, the current rent complies with the requirements of sections 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.

- (5) If the Seller's warranty in clause 7.4(4) is incorrect, the Buyer's only remedy against the Seller is for compensation. The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.4(5).

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

7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.

- (2) If:
 - (a) there is an error in the boundaries or area of the Lot;
 - (b) there is an encroachment by structures onto or from the Lot;
 - (c) there are Services that pass through the Lot which do not service the Lot and are not protected by any Encumbrance to which this sale is subject; or
 - (d) there is a mistake or omission in this contract in describing the Property or the Seller's title to it, which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (3) If a matter referred to in clause 7.5(2) is:

- (a) immaterial; or
- (b) material, but the Buyer elects to complete this contract,

the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.

- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

7.6 Requirements of Authorities

- (1) Any Enforcement Notice issued before the Contract Date must be fully complied with by the Seller before the Settlement Date unless details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (2) If the Seller fails to comply with clause 7.6(1), the Buyer is entitled to claim the reasonable cost of complying with the Enforcement Notice from the Seller after settlement as a debt.
- (3) The Buyer must comply with any Enforcement Notice:
 - (a) issued on or after the Contract Date; or
 - (b) issued before the Contract Date if details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (4) However, if any Enforcement Notice referred to in clause 7.6(3) is required to be complied with before the Settlement Date:
 - (a) the Seller must comply with the Enforcement Notice; and
 - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the Enforcement Notice.
- (5) Nothing in this clause 7.6 limits any claim for a breach of the Seller's warranties in clauses 7.4(1)(a), (b) and (c).

7.7 Property Adversely Affected

- (1) Subject to clause 7.8, if at the Contract Date:
 - (a) the Present Use is not lawful under the relevant planning scheme;
 - (b) the Lot is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Lot;
 - (c) access to the Lot passes unlawfully through other land;
 - (d) any Services to the Lot which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
 - (e) any competent authority has issued a current notice of intention to resume, regarding any part of the Lot;
 - (f) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
 - (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List; or
 - (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*,the Buyer may terminate this contract by notice to the Seller given before settlement.
- (2) If the Buyer settles this contract, the Buyer will be treated as having accepted the Property subject to all of the matters referred to in clause 7.7(1).

7.8 Effect of Pre-Contract Disclosure

- (1) Clauses 7.4(1), 7.4(2), 7.5, 7.6(1) and 7.7 do not apply to the extent that any relevant fact or circumstance has been disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in the Seller Disclosure Statement; or
 - (c) otherwise in writing before the Buyer signed this contract.
- (2) If the Seller is required to comply with section 99 of the *Property Law Act 2023* in relation to this contract:
 - (a) the Buyer may not terminate the contract under clause 7.4(3) for a breach of the Seller's warranties in clauses 7.4(1)(a) and 7.4(1)(b); and
 - (b) clauses 7.7(1)(e) and (g) do not apply.

[Note in this case the Buyer's rights are governed by section 104 of the Property Law Act 2023]

7.9 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on or comprising the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.9(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyers only remedy for non-compliance with clause 7.9(1).
- (3) Nothing in this clause requires the Seller to provide evidence of compliance with clause 7.9(1).

7.10 Dividing Fences

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

7.11 Authority for Buyer's Searches

The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR, relating to the Property.

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

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

- (1) once to read any meter;
- (2) for inspections under clause 4.2;
- (3) once to value the Property;
- (4) once to carry out an inspection for smoke alarms installed in any domestic dwelling on or comprising the Lot; and
- (5) once to inspect the Property before settlement.

8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.

- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

8.4 Information Regarding the Property

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

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement, including the following documents if requested by the Buyer at least 7 days before settlement and provided the documents are in the Seller's possession:
 - (a) the entry condition report;
 - (b) the most recent routine inspection report;
 - (c) the RTA Form 2 Bond Lodgement form; and
 - (d) the current Tenant's tenancy application;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Lot; and
- (5) further copies or details if those previously given cease to be complete and accurate.

8.5 Possession Before Settlement

If possession is given before settlement:

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

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

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

9.2 If Seller Affirms

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

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

9.3 If Buyer Affirms

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

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

9.4 If Seller Terminates

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

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

9.5 If Buyer Terminates

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

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

9.6 Seller's Resale

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

9.7 Seller's Damages

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

9.8 Buyer's Damages

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

9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Interest Rate:
 - (a) on any amount payable under this contract which is not paid when due; and
 - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
 - (a) under clause 9.9(1)(a), from the date it is due until paid; and
 - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

10. GST

10.1 Definitions

- (1) Words and phrases defined in the GST Act have the same meaning in this contract unless the context indicates otherwise.
- (2) A reference to a party paying an amount of GST, or receiving an Input Tax Credit, includes that amount being paid or received by its Representative Member, Joint Venture Operator or other similar person.

10.2 No GST is payable or Purchase Price includes GST

If the GST section of the Reference Schedule specifies that *No GST is payable or Purchase Price includes GST* or is not completed, this clause 10.2 applies and the Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

10.3 Purchase Price Does Not Include GST

If the GST section of the Reference Schedule specifies that *the Buyer must pay GST in addition to the Purchase Price*, this clause 10.3 applies and the Buyer must on the Settlement Date pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

10.4 Margin Scheme

If the GST section of the Reference Schedule specifies *Margin Scheme* this clause 10.4 applies and:

- (1) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.
- (2) the Seller:
 - (a) must apply the Margin Scheme to the Supply of the Property; and
 - (b) warrants that the Margin Scheme is able to be applied;
- (3) if the Seller breaches clause 10.4(2)(a) or its warranty under clause 10.4(2)(b) then:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract under clause 10.4(3)(a) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (c) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of clause 10.4(2).

10.5 Going Concern

If the GST section of the Reference Schedule specifies *Going Concern* this clause 10.5 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- (3) the Seller warrants that:
 - (a) between the Contract Date and the Settlement Date the Seller will carry on the Enterprise; and
 - (b) the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- (4) the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;
- (5) if either of the warranties in clause 10.5(3) is breached:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;

- (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.5(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and penalties payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;
- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

10.6 Farm Land

If the GST section of the Reference Schedule specifies *Farm Land* this clause 10.6 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of farm land for farming;
- (3) the Seller warrants that:
 - (a) a Farming Business has been carried on the Property for at least five years preceding the day of the Supply; and
 - (b) the Farming Business will continue until the day of the Supply.
- (4) the Buyer warrants that it intends to carry on a Farming Business on the Property;
- (5) if either of the warranties in clause 10.6(3) is breached:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
 - (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.6(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and payables payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;

- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of farm land for farming, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

10.7 Adjustments

- (1) Where this contract requires an adjustment or apportionment of Outgoings or Rent, that adjustment or apportionment must be made to:
 - (a) the amount of the Outgoing, exclusive of any GST for which an Input Tax Credit may be claimed; and
 - (b) the amount of Rent or profit excluding an amount of GST which must be paid to the Australian Taxation Office.
- (2) The GST payable under clause 10.3 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.

10.8 Tax Invoice

Where GST is payable on the Supply of the Property, the Seller must give to the Buyer a Tax Invoice at the Settlement Date or on any later date on which the Buyer is required to pay GST under clause 10.5 or 10.6.

10.9 Remedies

The remedies provided in clauses 10.4(3), 10.5(5), 10.5(6), 10.6(5) and 10.6(6) are in addition to any other remedies available to the aggrieved party.

11. GENERAL

11.1 Foreign Buyer Approval

The Buyer warrants that either:

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

11.2 Duty

The Buyer must pay all duty on this contract.

11.3 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 11.3(5), a notice given after this contract is entered into in accordance with clause 11.3(3) will be treated as given:
 - (a) 5 Business Days after posting; or
 - (b) if sent by email, at the time it is sent.
- (5) Notices given by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 11.3(5), they will be treated as given in the order in which they were sent or delivered.

- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) Subject to the requirements of any law, for the purposes of clause 11.3(3)(b) and clause 11.5 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

11.4 Electronic Signing

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

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

11.5 Pre-contract Disclosure

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

11.6 Business Days

- (1) If the Settlement Date, Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (2) If anything else (other than payment of all or part of the Deposit) is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

11.7 Rights After Settlement

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

11.8 Further Acts

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

11.9 Severance

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

11.10 Interpretation

(1) Plurals and Genders

Reference to:

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

(2) Parties

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

(3) Acts and Regulations

Reference to an Act, regulation or statutory form includes all amendments, consolidations or replacements of them.

(4) **Inconsistencies**

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

(5) **Headings**

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

(6) **Calculating Time**

If anything is permitted or required to be done:

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

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

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

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

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

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

11.11 Counterparts

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

12. ADDITIONAL PROVISIONS FOR COMMUNITY TITLE LOTS

12.1 When clause applies

This clause 12 applies if the Lot is a lot in a community titles scheme under the *Body Corporate and Community Management Act 1997*.

12.2 Additional Definitions

- (1) The following additional definitions apply:

- (a) "**Body Corporate**" means the body corporate of the Scheme.
- (b) "**Body Corporate Debt**" has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
- (d) "**Exclusive Use Area**" means part of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (e) "**Principal Body Corporate**" means, where the Scheme is a subsidiary scheme in a layered arrangement of community titles schemes, the body corporate for each higher scheme;
- (f) "**Scheme**" means the community titles scheme containing the Lot;
- (g) "**Scheme Land**" means the scheme land (as defined in the *Body Corporate and Community Management Act 1997*) for the Scheme;

- (h) "**Special Contribution**" means an amount levied by the Body Corporate on the owner of the Lot under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate;

- (i) "**Regulation Module**" means the regulation module for the Scheme.

- (2) The following definitions in clause 1.1 are modified as stated:

- (a) "**Outgoings**" also includes Body Corporate Levies;
- (b) "**Property**" also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
- (c) "**Reserved Items**" also includes all chattels in the Exclusive Use Areas which are not Included Chattels.

- (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to "authority" include the Body Corporate.

- (4) Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in clause 12 unless the context indicates otherwise.

12.3 Body Corporate Records Inspection

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate's records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
- (a) the Buyer:
- (i) despite taking all reasonable steps has been unable to inspect the Body Corporate's records by the Records Inspection Date; or
- (ii) is not satisfied with its inspection in accordance with 12.3(1), and the Buyer terminates this contract; or
- (b) clause 12.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 12.3(2) by 5pm on the Records Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 12.3(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 12.3(2).

12.4 Adjustment of Land Tax

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Scheme Land, clause 3.5(5) applies as if each reference to the Lot was a reference to the Scheme Land.

12.5 Body Corporate Debts

- (1) The Seller is liable for:
- (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
- (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.

- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.
- (3) If an amount payable by the Seller under clause 12.5(1) is unpaid at the Settlement Date:
 - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
 - (b) otherwise, the Buyer may deduct the relevant amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 12.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

12.6 Notice of purchase to Body Corporate

- (1) The Buyer must:
 - (a) complete and sign a *BCCM Form 8 Information for body corporate roll ("Form 8")* and provide a copy to the Seller on or before settlement; and
 - (b) provide the Form 8 to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 12.6(1)(b), the Buyer authorises the Seller to provide the copy of the Form 8 to the Body Corporate.

12.7 Title

For clause 7.1, the Lot is also sold subject to the *Body Corporate and Community Management Act 1997*, the by-laws of the Body Corporate and, if the Scheme is a subsidiary scheme, the by-laws of each body corporate which apply to the Scheme.

12.8 Encumbrances

For clause 7.2, the Property is also sold subject to the statutory easements implied by Part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

12.9 Seller's Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
 - (a) the Seller:
 - (i) has not received notice of a meeting of the Body Corporate to consider; and
 - (ii) is not aware of a resolution of the Body Corporate, consenting to the recording of a new community management statement for the Scheme differing from the community management statement recorded for the Scheme at the Contract Date; and
 - (b) all necessary Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
 - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 12.9(1) and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 12.9(1) and 12.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

12.10 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
 - (a) any notice it receives of a proposed meeting of the Body Corporate and any Principal Body Corporate to be held after the Contract Date; and
 - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by any resolution of the Body Corporate or a Principal Body Corporate passed after the Contract Date other than a resolution, details of which are disclosed to the Buyer in this contract or in the Seller Disclosure Statement.
- (3) In clause 12.10(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

12.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Scheme Land.

13. ADDITIONAL PROVISIONS FOR BUGTA LOTS

13.1 When clause applies

This clause 13 applies if the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies.

13.2 Additional Definitions

- (1) The following additional definitions apply:
 - (a) "**Body Corporate**" means the body corporate under the *Building Units and Group Titles Act 1980* for the Parcel;
 - (b) "**Body Corporate Debt**" has the same meaning as 'relevant body corporate debt' in section 41A of the *Building Units and Group Titles Act 1980* but excludes the Body Corporate Levies for the period which includes the Settlement Date;
 - (c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
 - (d) "**Exclusive Use Area**" means part of the common property of the Parcel allocated to the Lot under an exclusive use by-law;
 - (e) "**Parcel**" has the meaning in the *Building Units and Group Titles Act 1980*;
 - (f) "**Principal Body Corporate**" means:
 - (i) a body corporate under the Relevant Specified Act of which the Body Corporate is a member; and
 - (ii) a body corporate under the Relevant Specified Act of which a body corporate in paragraph (i) is a member;
 - (g) "**Relevant Specified Act**" means whichever of the following applies to the Lot and the Parcel:
 - (i) the *Integrated Resort Development Act 1987*; or
 - (ii) the *Mixed Use Development Act 1993*; or
 - (iii) the *Registration of Plans (H.S.P. (Nominees) Pty. Limited) Enabling Act 1980*; or
 - (iv) the *Registration of Plans (Stage 2) (H.S.P. (Nominees) Pty. Limited) Enabling Act 1984*; or
 - (v) the *Sanctuary Cove Resort Act 1985*;

- (h) “**Section 53 Notice**” means the form of notice of transfer of the Lot under section 53(2)(a) of the *Building Units and Group Titles Act 1980*;
 - (i) “**Special Contribution**” means an amount levied by the Body Corporate on the owner of the Lot under section 32(1) of the *Building Units and Group Titles Act 1980* which is not a regular periodic contribution.
- (2) The following definitions in clause 1.1 are modified as stated:
- (a) “**Outgoings**” also includes Body Corporate Levies;
 - (b) “**Property**” also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
 - (c) “**Reserved Items**” also includes all chattels in the Exclusive Use Areas which are not Included Chattels.
- (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to “authority” include the Body Corporate.
- (4) Words and phrases defined in the *Building Units and Group Titles Act 1980* have the same meaning in this contract unless the context indicates otherwise.

13.3 Body Corporate Records Inspection

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate’s records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
 - (a) the Buyer:
 - (i) despite taking all reasonable steps has been unable to inspect the Body Corporate’s records by the Records Inspection Date; or
 - (ii) is not satisfied with its inspection in accordance with clause 13.3(1), and the Buyer terminates this contract; or
 - (b) clause 13.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 13.3(2) by 5pm on the Records Inspection Date. This is the Seller’s only remedy for the Buyer’s failure to give notice.
- (5) The Seller’s right under clause 13.3(4) is subject to the Buyer’s continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 13.3(2).

13.4 Adjustment of Land Tax

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Parcel, clause 3.5(5) applies as if each reference to the Lot was a reference to the Parcel.

13.5 Body Corporate Debts

- (1) The Seller is liable for:
 - (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
 - (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.

- (3) If an amount payable by the Seller under clause 13.5(1) is unpaid at the Settlement Date,
 - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
 - (b) otherwise, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 13.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

13.6 Section 53 Notices

- (1) The Buyer must:
 - (a) complete and sign Section 53 Notice and provide a copy to the Seller on or before settlement; and
 - (b) provide the Section 53 Notice to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 13.6(1)(b), the Buyer authorises the Seller to provide the copy of the Section 53 Notice to the Body Corporate.

13.7 Title

For clause 7.1, the Lot is also sold subject to the *Building Units and Group Titles Act 1980*, the Relevant Specified Act, the by-laws of the Body Corporate and any other by-laws under the Relevant Specified Act which apply to the Parcel.

13.8 Encumbrances

For clause 7.2, the Property is also sold subject to:

- (a) the easements implied or created by sections 15 to 17 of the *Building Units and Group Titles Act 1980*;
- (b) the easements implied or created by the Relevant Specified Act; and
- (c) interests registered on the common property for the Parcel.

13.9 Seller’s Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
 - (a) the Seller:
 - (i) has not received notice of a meeting of the Body Corporate to consider; and
 - (ii) is not aware of a resolution of the Body Corporate, to amend, add to or repeal the by-laws for the Parcel as recorded on the plan for the Parcel at the Contract Date;
 - (b) all Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
 - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 13.9(1), and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 13.9(1) and 13.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

13.10 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
 - (a) any notice it receives of a proposed meeting of the Body Corporate or a Principal Body Corporate to be held after the Contract Date; and
 - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if:
 - (a) a resolution of the Body Corporate or a Principal Body Corporate is passed after the Contract Date; and
 - (b) the Buyer would be materially prejudiced if required to settle this contract,unless details of the resolution were disclosed to the Buyer in this contract or the Seller Disclosure Statement.

13.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Parcel.