

Ashford Residences Ashford Land CTS - Stage 1 DISCLOSURE DOCUMENTS

Buyer _____

Please note: these Disclosure Documents including the Statutory Disclosure Statements are also given to any additional party who becomes a Buyer under the Contract for the Lot (whether or not named above).

Complete
Buyer's full
name

Seller **MIRVAC QUEENSLAND PTY LTD ACN 060 411 207**

Lot
No. _____

Ashford Land community titles scheme being more particularly described in these Disclosure Documents and identified in the Identification Plan also contained in these Disclosure Documents.

Insert Lot
Number

Contents of Disclosure Documents

Part A – Statutory Disclosure

1. Statutory Disclosure Statements;
2. Identification Plan;
3. Schedules of Proposed Contributions;
4. Proposed CMS (for Ashford Land CTS);
5. Proposed Principal CMS (for Ashford Principal CTS);
6. Proposed Body Corporate Manager's Agreement; and
7. Proposed Letting Agreement Deed;
8. Proposed Concierge Services Agreement Deed - Ashford Land CTS.

Part B – Other Disclosure

1. Description of Principal scheme Land & Scheme Land;
2. Disclosure about Ashford Club & Eco Area;
3. Building Covenants;
4. Disclosure About Management Rights Etc.;
5. Proposed Principal Body Corporate Agreements; and
6. Notice to Buyers – Payment of Deposit & Compliant Bank Guarantee.

SIGNING OF ALL OF STATUTORY DISCLOSURE STATEMENTS AND NOTICES INCLUDING SECTION 213 STATEMENT BY SELLER

Date _____ 201____.

.....
By the Seller or for and on behalf of the Seller
by its duly authorised signatory/agent or duly constituted attorney.

The Buyer acknowledges receiving these Disclosure Documents and the Statutory Disclosure Statements contained within them duly signed by the Seller before the Seller and Buyer have entered into the Contract

.....
Please note, all Buyers shown on the Contract must sign

.....
VERSION 1 - ## October 2019

PART A - STATUTORY DISCLOSURE

STATUTORY DISCLOSURE STATEMENTS

TERMINOLOGY

In these Statutory Disclosure Statements and these Disclosure Documents:

1. Expressions used and defined in the Contract have the meaning so defined.
2. **Contributions Formula** means the Contributions Formula referred to and set out in the Section 213 Statement below under the heading *Proportion of Cost of Disclosable Engagements to be borne by the Buyer* or similar.
3. **Disclosable Engagement** means an engagement of a *body corporate manager* or *service contractor* for the Scheme proposed to be entered into (by the Body Corporate) after the establishment of the Scheme, or proposed to be continued or entered into after the Scheme is changed, particulars of which are required to be included as part of the disclosure statement under Section 213 of the BCCM Act.
4. **Proposed CMS** means the Proposed Community Management Statement contained within these Disclosure Documents and referred to in the Section 213 Statement below.
5. **Proposed Principal CMS** means the Proposed Community Management Statement for the Principal Scheme contained within these Disclosure Documents and referred to in the Section 213 Statement below.
6. **Schedule** means the follow schedules:
 - (a) **Schedule of Proposed Contributions - Stage 1** contained in these Disclosure Documents which sets out the levies and costs on the basis of a 12 month period (that is, annualised basis) but are anticipated to apply for up to 12 months until the Scheme is changed by the addition of Stage 2;
 - (b) **Schedule of Proposed Contributions - Stage 2** contained in these Disclosure Documents which sets out the levies and costs on the basis of a 12 month period (that is, annualised basis) but are anticipated to apply for up to 12 months until the Scheme is changed by the addition of Stage 3; and
 - (c) **Schedule of Proposed Contributions - Stage 3** contained in these Disclosure Documents which applies for the 12 month period after the Scheme is changed by the addition of the Stage 2.
7. **Stage 1** means the proposed first stage of the Scheme as described below under the heading "**Assumptions**";
8. **Stage 2** means the proposed second stage of the Scheme as described below under the heading "**Assumptions**";
9. **Stage 3** means the proposed second stage of the Scheme as described below under the heading "**Assumptions**";
10. **Including** is not a word of limitation.

SEPARATE STATEMENTS & NOTICES

Each of the statements or notices under the separate headings in these Statutory Disclosure Statements are separate statements or notices given by the Seller to the Buyer and should be read by the Buyer as separate statements or notices.

PART A - STATUTORY DISCLOSURE

SIGNING OF SEPARATE STATEMENTS & NOTICES

For avoidance of doubt, notwithstanding each of the statements and notices in these Statutory Disclosure Statements are, for the sake of convenience, signed once on the cover sheet of these Disclosure Documents, each statement and notice (including the Section 213 Statement) is to be taken as if it were individually and separately signed (and if applicable dated) by the Seller or, as applicable, the Seller's agent or a person authorised by the Seller.

Note: The Buyer, under the Contract, represents to the Seller that the Buyer:

- (a) has received from the Seller before signing the Contract, amongst other statements, notices and materials, the Section 213 Statement, signed by the Seller or its authorised signatory or agent; and
- (b) if the Buyer or any agent of the Buyer received the Contract or Disclosure Documents (either for signing or as a signed instrument) from the Seller or any agent of the Seller electronically, consented to the giving of the Contract or Disclosure Documents (and any other materials) by way of electronic means before receiving that documentation.

BODY CORPORATE & COMMUNITY MANAGEMENT ACT 1997 – SECTION 213 STATEMENT

Assumptions

In this Section 213 Statement, in addition to any other assumptions set out below, as the carrying out of the Scheme is staged, it is assumed that the timing and description of the carrying out of the Scheme is in accordance with the table below;

Stage description	Timing for new stage addition	Number of initial lots or additional lots
Stage 1	N/A	20
Stage 2	6 months after the Scheme is first established	10
Stage 3	6 months after the Scheme is first established	4

NOTE: If certain assumptions set out in this Section 213 Statement are not realised, estimated costs of engagements to the Body Corporate and proportions of those costs payable by the Buyer may change. If this happens, the disclosure contained in this Section 213 Statement may become inaccurate and the Seller may issue to the Buyer a "further statement" under Section 214 of the BCCM Act rectifying any inaccuracies.

Contract Terms- Section 213 Statement

The Seller directs the attention of the Buyer to the Contract Terms whereby, amongst other matters, the Buyer acknowledges that:

- (a) the Section 213 Statement (below) is substantially complete for the purposes of Section 213 of the BCCM Act; and
- (b) the Buyer cannot Object as a result of the content or any deficiency in the Section 213 Statement.

PART A - STATUTORY DISCLOSURE

Costs of Disclosable Engagements

In this Section 213 Statement, the estimated cost to the Body Corporate of any Disclosable Engagement, unless specified otherwise:

- (a) includes all base fees and, where relevant, an allowance for additional fees and expenses;
- (b) is calculated, where relevant, allowing for annual increases according to the terms of the engagement and, on the assumption, if required, that CPI (Brisbane) or other relevant index used as the basis for annual increases is 3% per year;
- (c) are inclusive of GST;
- (d) may be subject to minor rounding differences or errors; and
- (e) are estimates only and subject to change due to factors affecting those costs including increases in taxes, changes to laws and regulations, changes to timeframes for completion of construction and general economic factors affecting the costs of services, equipment and other expenditure items over time.

Proportion of Cost of Disclosable Engagements to be borne by the Buyer

In this Section 213 Statement, the proportion of the cost of any Disclosable Engagements to the Body Corporate to be borne by the Buyer, unless specified otherwise:

- (a) is shown in the Schedule under the relevant column relating to the engagement and is represented as a dollar amount for the period to which the Schedule relates; and
- (b) is described in, and determined by application of the following formula (**Contributions Formula**):

Contributions Formula means the following formula:

Contributions Formula means the following formulas at the following events:

On establishment of the Scheme	-	Proportion to be borne by Buyer	=	$\frac{100}{2,000}$
On changing of the Scheme by addition of the second stage	-	Proportion to be borne by Buyer	=	$\frac{100}{3,000}$
On changing of the Scheme by addition of the third stage	-	Proportion to be borne by Buyer	=	$\frac{100}{3,400}$

where **CE** means the contribution schedule entitlement for the Lot as shown in the Proposed CMS or the Schedule.

Seller's Statement

Pursuant to Section 213 of the BCCM Act, the Seller states as follows:

1. Identification of Proposed Lot & Sunset Date

The proposed lot is, subject to the rights of the Seller under the Contract to make Variations, the Lot described on the front page of these Disclosure Documents and shown on the Identification Plan which accompanies and forms part of this Section 213 Statement.

PART A - STATUTORY DISCLOSURE

The Seller must settle the Contract by the **earlier** of the following:

- (a) the Sunset Date, which is that date which is **3 ½ years** after the day the Contract is entered into by the Buyer or any later date for Settlement requested by the Buyer and agreed to by the Seller; and
- (b) the end of 5 ½ years after the day the Contract is entered into by the Buyer or, if the Buyer requests a later date for Settlement and the Seller agrees to the date, the later date.

2. Body Corporate Levies

The amount of annual contributions reasonably expected to be payable to the Body Corporate by the Buyer are set out in the Schedule.

NOTE: The annual contributions expected to be payable by the Buyer which are set out in the Schedule are for the period to which the Schedule relate. For subsequent periods, the annual contributions will be as determined by the Body Corporate and are likely to increase due to escalating costs. The Seller estimates that the annual contributions will increase for the 2 subsequent years by 5% to 10% per year. The Seller will have limited or no control over the Body Corporate in that regard.

3. Body Corporate Manager's Agreement

Regarding the engagement of a body corporate manager for the Scheme proposed to be entered into by the Body Corporate after the establishment of the Scheme or proposed to be continued or entered into after the Scheme is changed:

- (a) the terms of the 3 year engagement are as set out in the proposed Body Corporate Manager's Agreement (**BCM Agreement**) contained in these Disclosure Documents;
- (b) the estimated cost of the engagement to the Body Corporate is as set out in the table below:

Period	Estimated Cost
Year 1 - months 1 to 6	\$2,310.00
Year 1 - months 7 to 12	\$3,520.00
Total Term	\$20,138.80

- (c) see disclosure above regarding the proportion of the cost of the engagement to the Body Corporate to be borne by the Buyer.

4. Caretaking Service Contractor

Regarding the engagement of a caretaking body corporate service contractor for the Scheme proposed to be entered into by the Body Corporate after the establishment of the Scheme or proposed to be continued or entered into after the Scheme is changed:

No engagement is proposed.

5. Concierge Services Agreement Deed

This disclosure is given on the basis that the Proposed Concierge Services Agreement Deed is a Disclosable Engagement. The Seller does not admit that the Utility Agreement is a Disclosable Engagement.

PART A - STATUTORY DISCLOSURE

Regarding the engagement of a service contractor for the Scheme proposed to be entered into by the Body Corporate after the establishment of the Scheme or proposed to be continued or entered into after the Scheme is changed:

- (a) the terms of the Proposed Concierge Services Agreement Deed are contained in these Disclosure Documents;
- (b) the estimated cost of the engagement to the Body Corporate is Nil as the occupants who take up the services pay on a user pays basis);
- (c) the proportion of the cost of the engagement to the Body Corporate to be borne by the Buyer is Nil.

6. Other Engagements

The Seller may cause the Body Corporate to engage further service contractors or body corporate managers for the Scheme after establishment or changing of the Scheme, for various purposes, including administration, provision or supply of utilities (gas, hot water, electricity, communication services etc), rubbish removal, lift maintenance, window cleaning.

In relation to those engagements, if any:

- (a) as at the giving of this Section 213 Statement, the terms of the proposed engagements are not known, but terms may include an obligation on the Body Corporate, on expiry or termination of the engagement to buy back equipment installed or owned by the service contractor, such as hot water systems, meters and supply equipment at a pre-agreed value or at valuation. In that event, the proportion of that payment to be borne by the Buyer is described in, and determined by the application of, the Contributions Formula, outlined above. The Seller may receive a benefit equivalent to the cost that the Seller would otherwise have paid if the equipment was installed or paid for by the Seller (because the equipment is installed by the service contractor);
- (b) as at the giving of this Section 213 Statement, the estimated cost of the engagement to the Body Corporate is not known;
- (c) in relation to supply of utilities to the Body Corporate under such an engagement, the Body Corporate is likely to be required to make payments for the supply of the utilities, which payments are anticipated to be determined according to metered consumption. The estimated cost of such consumption is not known, but is anticipated to be generally in accordance with the market cost of supply of utilities at the relevant time;
- (d) the proportion of the cost of supply of utilities or other cost of such engagements to be borne by the Buyer is described in, and determined by application of, the Contributions Formula, outlined above; and
- (e) in relation to supply of utilities, an occupant of the Lot, if they wish to acquire utility supply under such arrangements, are likely to be required to make payments as a result of the engagement, which payments are anticipated to be determined according to metered consumption. The estimated cost of such consumption is not known, but is anticipated to be generally in accordance with the market cost of supply of utilities at the relevant time.

7. Letting Agent Authorisation

Regarding the proposed authorisation of a letting agent for the Scheme proposed to be given after the establishment of the Scheme or proposed to be continued or entered into after the Scheme is changed; the terms of the 25 year authorisation are as set out in the proposed Management Engagement & Letting Authorisation Agreement contained in these Disclosure Documents.

PART A - STATUTORY DISCLOSURE

8. Body Corporate Assets

Details of all Body Corporate assets proposed to be acquired by the Body Corporate after the establishment or change of the Scheme are: **Nil**

The Body Corporate acquires assets (if any) as are otherwise described in these Disclosure Documents (including Part B) which are body corporate assets for the purposes of Section 11 of the BCCM Act. This includes the benefit of any licences, the benefit of any easements and the benefit of any leases, if any, described in these Disclosure Documents.

9. Community Management Statement - Ashford Land CTS

The Proposed CMS for the Scheme is contained in these Disclosure Documents.

10. Community Management Statement - Ashford Principal CTS

The Proposed CMS for the Principal Scheme is contained in these Disclosure Documents.

11. Applicable Module

The *Body Corporate and Community Management (Accommodation Module) Regulation 2008* is proposed to apply to the Scheme.

12. Prescribed Matters

No other matters are prescribed to be included in this Statement pursuant to the *Body Corporate and Community Management (Accommodation Module) Regulation 2008*.

13. Signing of Section 213 Statement

This Section 213 Statement is signed on the front page of these Disclosure Documents by the Seller or by an agent who is authorised to act for the Seller.

In addition to the statement set out above, the Section 213 Statement comprises those portions of the material contained in these Disclosure Documents that is necessary to constitute a "disclosure statement" as required by section 213 of the BCCM Act and no other portions of the Disclosure Documents.

To the extent of any inconsistency between the disclosures set out above and the balance materials contained in these Disclosure Documents, the disclosure set out above prevails.

POWER OF ATTORNEY

Pursuant to Section 219 of the BCCM Act, the Seller states as follows:

1. Under the Contract for the Lot, so far as is lawful, the Buyer irrevocably appoints, jointly and severally, the Seller and each director of the Seller, to be an attorney of the Buyer and its company nominee (if the Buyer is a company) (**Attorney**) on the terms and for the purposes set out below.
2. If the Seller is a company or company trustee, the Power of Attorney may be exercised by an authorised corporate representative of the Seller.
3. The Power of Attorney may be used for the following purposes:
 - (a) in relation to matters to effect a novation or assignment of the Contract, to complete, sign, seal (as "Buyer") give and deliver to any party:
 - (i) any Novation Deed;

PART A - STATUTORY DISCLOSURE

- (ii) any instrument to waive any cooling off period applicable as a result of the novation; and
 - (iii) any other document to give effect to a novation or assignment; and
- (b) in relation to Body Corporate matters:
- (i) to appoint or revoke the appointment of a voter for a general meeting of the Body Corporate within the meaning of "voter" for a general meeting of the Body Corporate under the Regulation Module and to give all necessary notifications of the appointment or revocation to the Body Corporate so that the details of the appointment or revocation may be entered into the Body Corporate roll;
 - (ii) to request that a meeting of the Body Corporate be held and to attend and vote (or do either) in the name of the Buyer at all or any meetings of the Body Corporate or the Committee, to the exclusion of the Buyer if present; and
 - (iii) to complete, sign and lodge any voting paper or any other document (including a proxy, appointment form, notice asking for an extraordinary general meeting, corporate owner nominee notification form or other representative notification form and any other notice under the Regulation Module) to allow the Seller to call for any meeting or to attend at or vote in the name of the Buyer at all or any meetings of the Body Corporate or of the Committee,

in respect of any motion or resolution for or relating to any one or more of the matters or things set out below:

- (A) the engagement of a body corporate manager, service contractor or authorisation of a letting agent on terms determined by the Seller;
- (B) authorising or ratifying the entry by the Body Corporate into the Body Corporate Agreements on terms generally the same as those terms contained in these Disclosure Documents, as varied in accordance with Section 214 of the BCCM Act;
- (C) authorising the consent to a new community management statement to vary or omit a by-law or adopt new by-laws (including exclusive use by-laws);
- (D) authorising a grant or allocation of exclusive use, special rights or other right over any of the Common Property or Body Corporate asset (including the allocation of parking spaces and storage spaces by exclusive use or special rights by-law to owners or occupiers of lots in the Scheme);
- (E) authorising or ratifying a reconfiguration, transfer, lease, easement, licence, surrender or variation of any dealing involving the Common Property or Body Corporate asset;
- (F) authorising the making of improvements to Common Property and Body Corporate assets including improvements to Common Property or assets that may benefit only some of the owners and/or occupiers;
- (G) authorising the making of improvements or alterations to a lot in the Scheme if Body Corporate approval is required;
- (H) authorising the entry by the Body Corporate into agreements with body corporates of other community titles schemes for the sharing of facilities;
- (I) granting of an occupation authority under the Regulation Module in favour of any service contractor and/or letting agent for the Scheme;
- (J) the election of executive and ordinary members of the Committee;

PART A - STATUTORY DISCLOSURE

- (K) authorising any new community management statement to give effect to the development of the Scheme Land as set out in Schedule "B" of the Proposed CMS or as varied in accordance with Section 214 of the BCCM Act or as set out in the Contract or Disclosure Documents and all modifications, alterations or adjustments (including adjustment of the Lot Entitlements and the creation of additional Common Property);
 - (L) to authorise, ratify or give effect to anything disclosed to the Buyer in the Contract or these Disclosure Documents;
 - (M) authorising the signing of any Queensland Land Registry documentation or similar documentation whether the documentation is pursuant to the *Land Title Act 1994* or some other statute or regulation to give effect to any authorisation, grant, allocation, easement, lease, surrender, transfer, reconfiguration etc of the Body Corporate;
 - (N) authorising a variation to any of the Body Corporate Agreements; and
 - (O) prohibiting or restricting the use of any voting paper (or any other document including a proxy) by the Seller;
- (c) in relation to other matters, to complete, sign and lodge any instrument of consent or support to any application for approval for the further carrying out of the development of the Scheme or the Principal Scheme or any part of them.
4. The Power of Attorney may be exercised by an Attorney:
- (a) in the Attorney's total discretion;
 - (b) to the exclusion of the Buyer;
 - (c) even if the Seller obtains a benefit for itself or a third party from doing so;
 - (d) even if the exercise involves a conflict of interest or duty; and
 - (e) even if the Attorney has a personal interest in doing so.
5. The Power of Attorney commences on the Contract Date and expires on the latest date permitted under Section 219(3) of the BCCM Act and not sooner than that date.
6. The Contract provides that while the Power of Attorney remains in effect, the Buyer must not transfer or assign the Lot except to a transferee or assignee who has first given a power of attorney in favour of the Seller and its directors, if a company, on the same terms as the Power of Attorney. If the Buyer does not comply with that provision, the Buyer indemnifies the Seller against all loss and damage incurred by the Seller as a result.
7. For the purposes of the grant of the Power of Attorney, the Seller includes any assignee of the Seller.
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PART A - STATUTORY DISCLOSURE

IDENTIFICATION PLAN

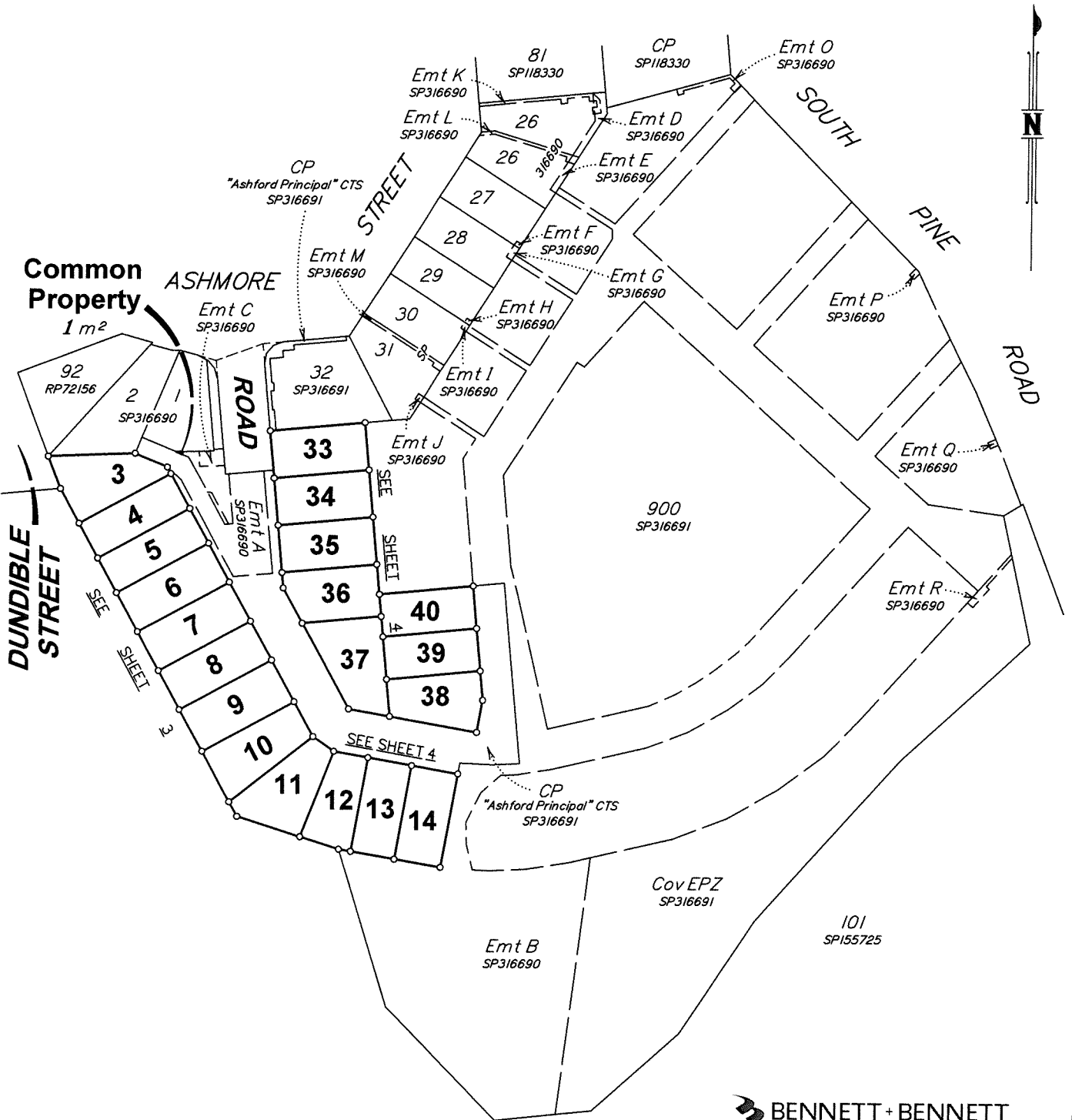
(The Identification Plan follows this page)

The Identification Plan identifies the Lot.

The Seller, under the Contract Terms, is entitled to make Variations to the Lot. The Buyer will not Object to any Variation to the Lot providing the Variation is a Permitted Variation.

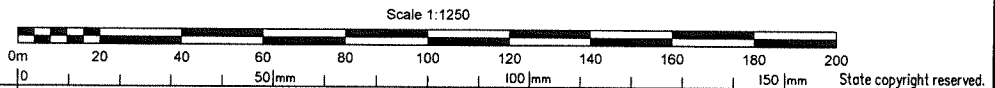
Without limitation to what may constitute a Permitted Variation, a Variation in the size of the Lot as shown on the Plan and that identified on the Identification Plan will be deemed to be a Permitted Variation, unless the difference in size is greater than 5%.

ASHFORD LAND



PROPERTY DESCRIPTION
 Lots 82-91 on RP72156 & Lot 100 on SP155725
 36-62 Ashmore Street & 420 South Pine Road, Everton Park

BENNETT + BENNETT
 Prepared by B.B.H Pty Ltd
 Cadastral Surveyor trading as Bennett and Bennett Group.
 Surveying, Town Planning & Spatial Services.
 www.bennettandbennett.com.au



NOTE!
 Final areas are subject to design changes, Council approval and field survey and may differ from those shown on this Identification Plan.
 Final presentation of areas will comply with requirements of the Registrar of Titles and may vary from the format shown on this Identification Plan.
 The Seller, under the Contract Terms, is entitled to make Variations to the Lot, including to its location, area, size, dimensions and elevation. Without limitation, if the area of the Lot on the Plan is not more than 5% different to the total area of the Lot as shown on this Identification Plan, the Variation is deemed to be a Permitted Variation and the Buyer cannot Object.

Disclosure Plan of Lots 3-14, 33-40 & Common Property

Cancelling Lot 901 on SP316691

LOCAL GOVERNMENT:
BRISBANE CITY COUNCIL

LOCALITY:
EVERTON PARK

Meridian: *SP155725*

Survey Records: *No*

Scale: **1:1250**

Format: **STANDARD**

DRAFT
SP316692

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

(Dealing No.)

5. Lodged by

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

1. Certificate of Registered Owners or Lessees.

I/We

.....

.....

.....

(Names in full)

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

* as Lessees of this land agree to this plan.

Signature of *Registered Owners *Lessees

SHEET 2 IS
INTENTIONALLY
BLANK

* Rule out whichever is inapplicable

2. Planning Body Approval.

*
hereby approves this plan in accordance with the :
%

Dated this day of

..... #

..... #

* Insert the name of the Planning Body.

% Insert applicable approving legislation.

3. Plans with Community Management Statement :

CMS Number :

Name : ASHFORD LAND

4. References :

Dept File :
Local Govt :
Surveyor : 191518

6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests

Lots	Orig

7. Orig Grant Allocation :

8. Passed & Endorsed :

By: B.B.H. PTY LTD ACN 010 427 531
Date :
Signed :
Designation : Liaison Officer

9. Building Format Plans only.

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

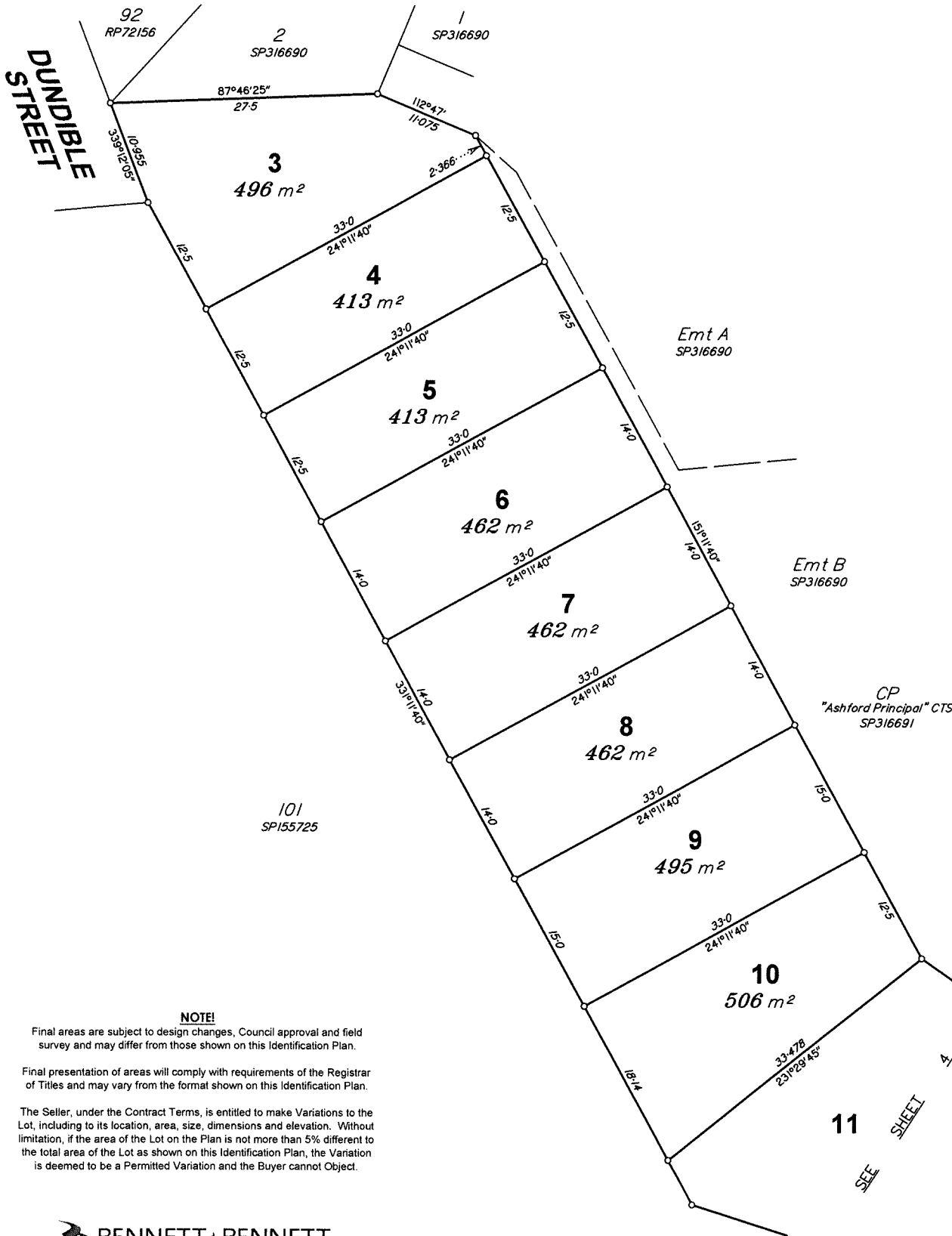
Cadastral Surveyor/Director* Date
*delete words not required

10. Lodgement Fees :

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

11. Insert Plan Number
DRAFT SP316692

ADDITIONAL SHEET ASHFORD LAND



NOTE!

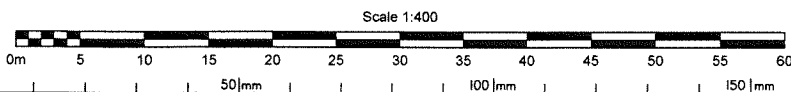
Final areas are subject to design changes, Council approval and field survey and may differ from those shown on this Identification Plan.

Final presentation of areas will comply with requirements of the Registrar of Titles and may vary from the format shown on this Identification Plan.

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Prepared by B.B.H Pty Ltd
Cadastral Surveyor trading as Bennett and Bennett Group.
Surveying, Town Planning & Spatial Services.
www.bennettandbennett.com.au



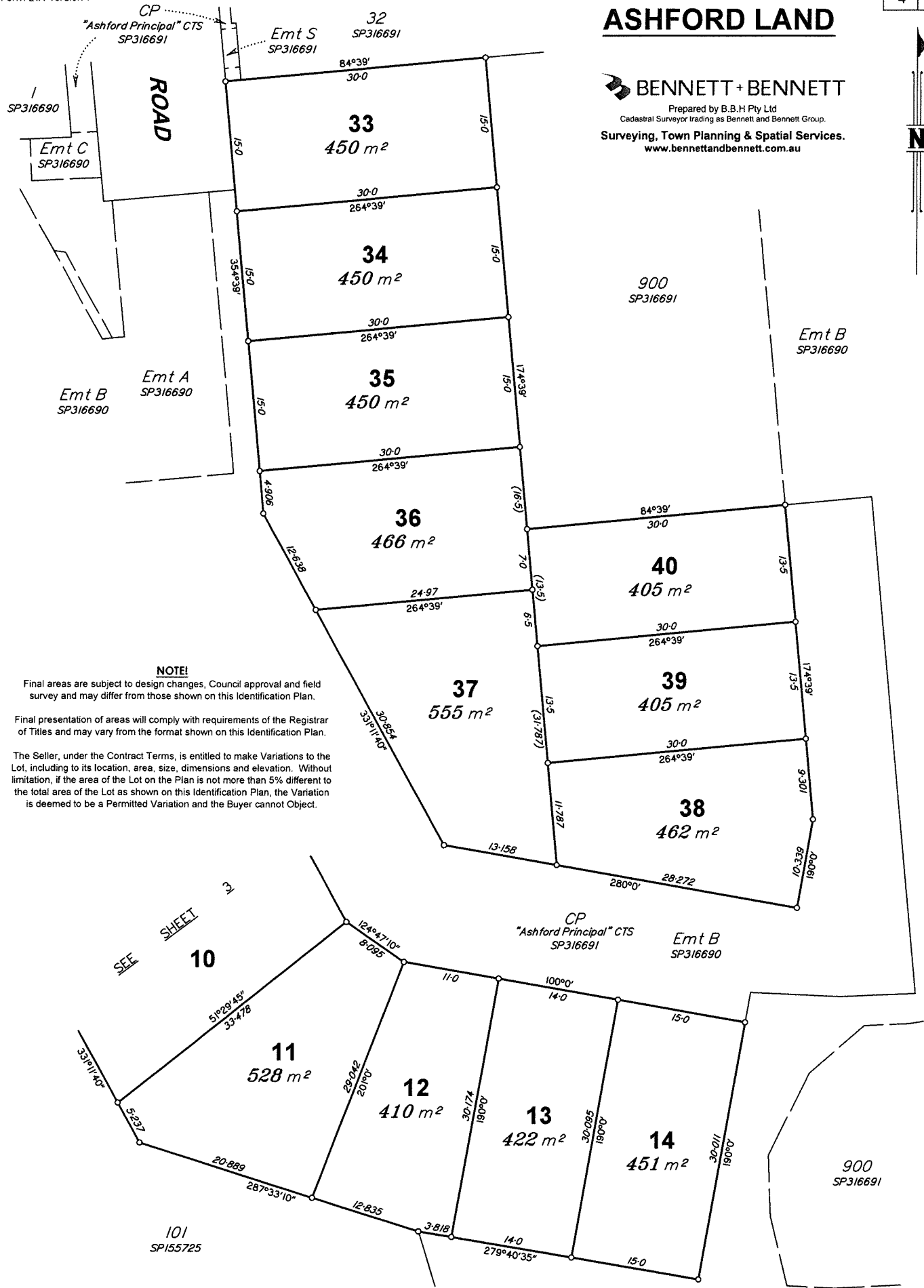
State copyright reserved.

Insert Plan Number **DRAFT SP316692**

Bennett + Bennett 191518_008_SFP.DWG ARS 10/10/2019

ASHFORD LAND

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Prepared by B.B.H Pty Ltd
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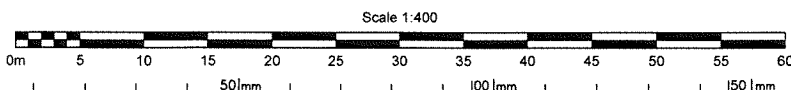
NOTE!

Final areas are subject to design changes, Council approval and field survey and may differ from those shown on this Identification Plan.

Final presentation of areas will comply with requirements of the Registrar of Titles and may vary from the format shown on this Identification Plan.

The Seller, under the Contract Terms, is entitled to make Variations to the Lot, including to its location, area, size, dimensions and elevation. Without limitation, if the area of the Lot on the Plan is not more than 5% different to the total area of the Lot as shown on this Identification Plan, the Variation is deemed to be a Permitted Variation and the Buyer cannot Object.

SEE SHEET 10



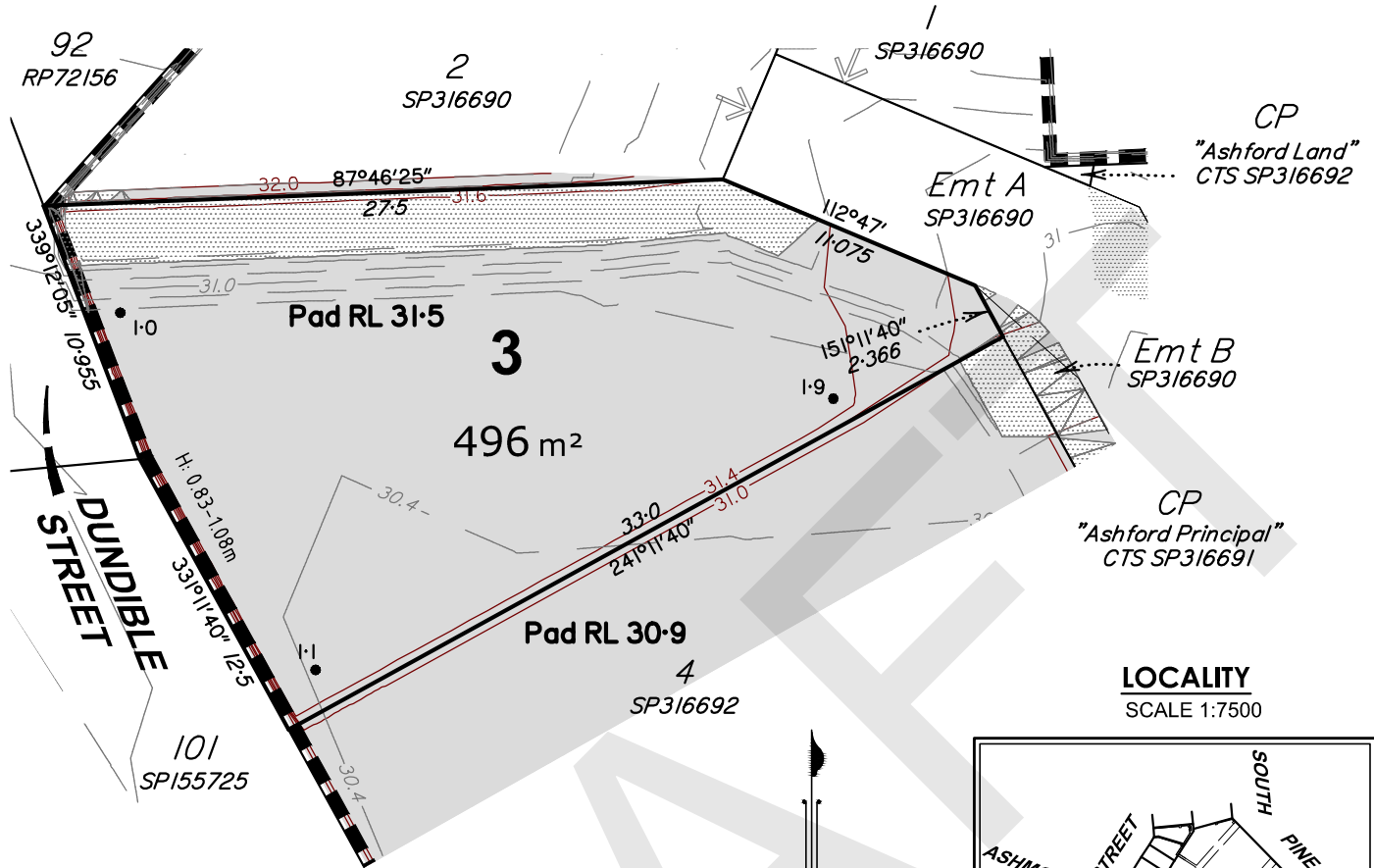
Scale 1:400

State copyright reserved.

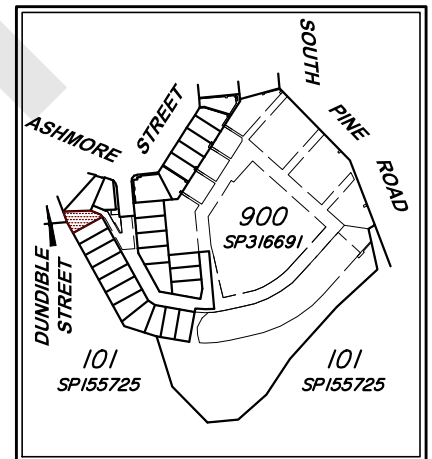
Insert Plan Number **DRAFT SP316692**

Bennett + Bennett 191518_002_SFP.DWG ARS 10/10/2019

Lot 3



LOCALITY
SCALE 1:7500



LEGEND

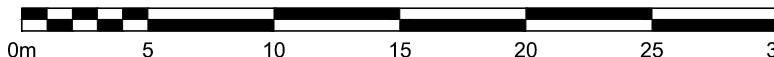
- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
- Denotes retaining wall average height
- 1.0 ●
- Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 3 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



Sheet 1 of 20

BENNETT + BENNETT

PO Box 5021, GCMC QLD 9726
Ph: (07) 5631 8000
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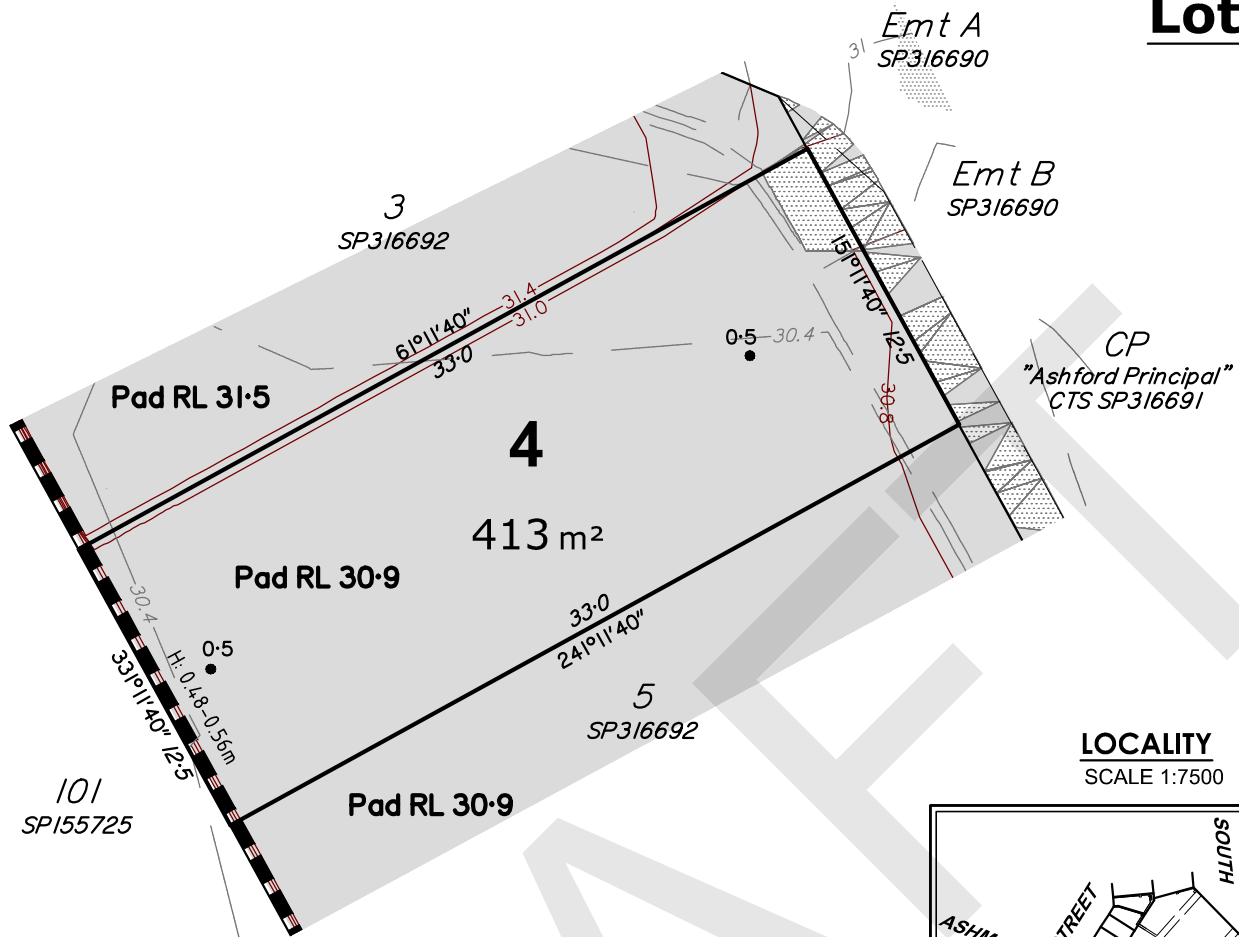
Title: Disclosure Plan for Lot 3 on SP316692

Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

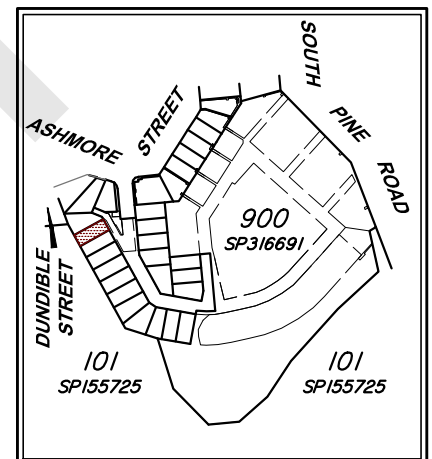
This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Client: **MIRVAC**

Locality:	EVERTON PARK	
Local Gov:	BCC	Prepared By: DJL
Surveyed By:		Approved: BWM
Date Created:	10/10/2019	Scale: 1:300
Comp File:	191518.project	
Plan No:	191518_004_DIS	



LOCALITY
SCALE 1:7500



LEGEND

- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
- Denotes retaining wall average height
- 1.0 ●
- Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 4 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



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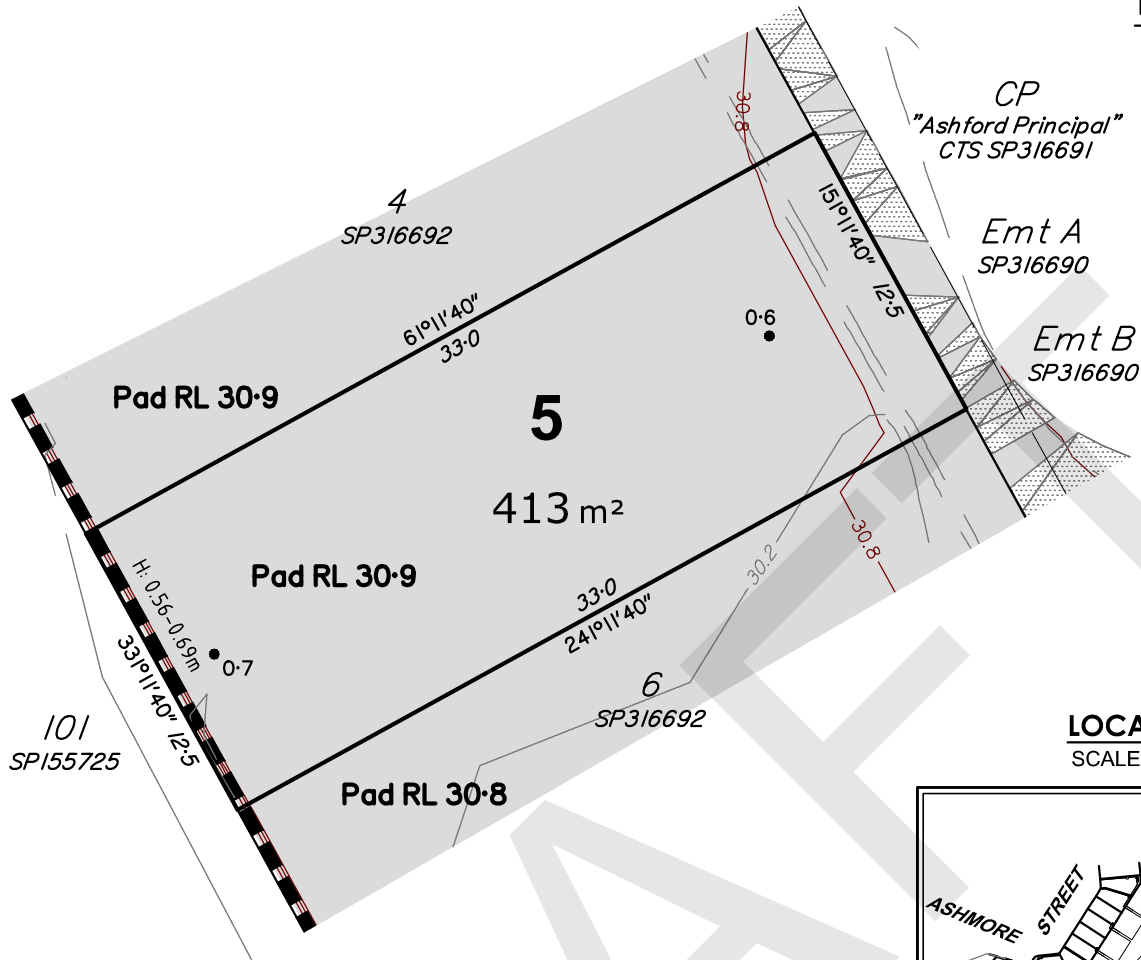
Title: **Disclosure Plan for Lot 4
on SP316692**
Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Client: **MIRVAC**

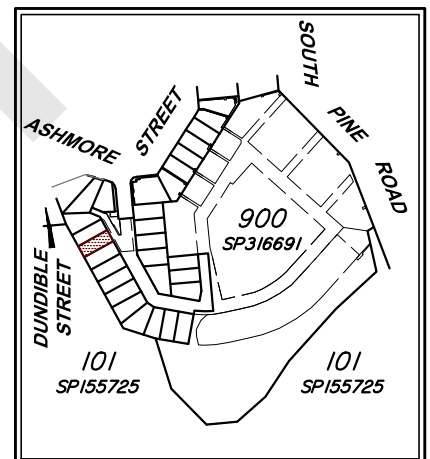
Locality:	EVERTON PARK		
Local Gov:	BCC	Prepared By:	DJL
Surveyed By:		Approved:	BWM
Date Created:	10/10/2019	Scale:	1:300
Comp File:	191518.project		
Plan No:	191518_004_DIS		

Lot 5



LOCALITY

SCALE 1:7500



LEGEND

- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
- Denotes retaining wall average height
- 1.0 ● Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 5 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



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Title: Disclosure Plan for Lot 5 on SP316692

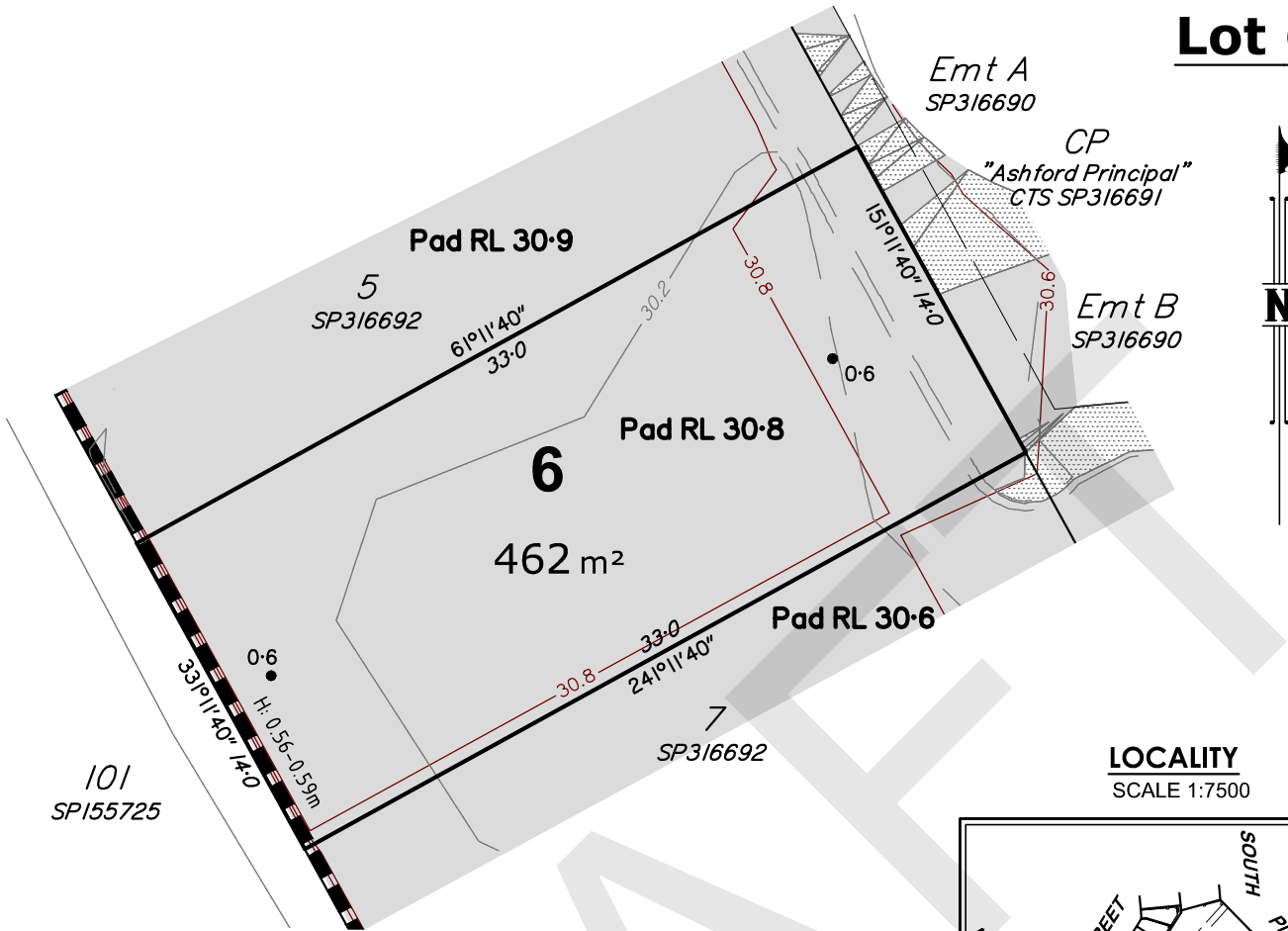
Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

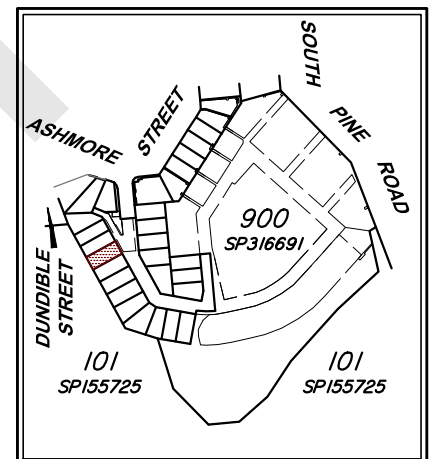
Client: **MIRVAC**

Locality:	EVERTON PARK	
Local Gov:	BCC	Prepared By: DJL
Surveyed By:		Approved: BWM
Date Created:	10/10/2019	Scale: 1:300
Comp File:	191518.project	
Plan No:	191518_004_DIS	

Lot 6



LOCALITY
SCALE 1:7500



LEGEND

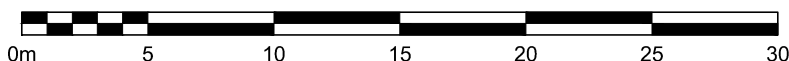
- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
- Denotes retaining wall average height
- 1.0 ●
- Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 6 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



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Title: Disclosure Plan for Lot 6 on SP316692

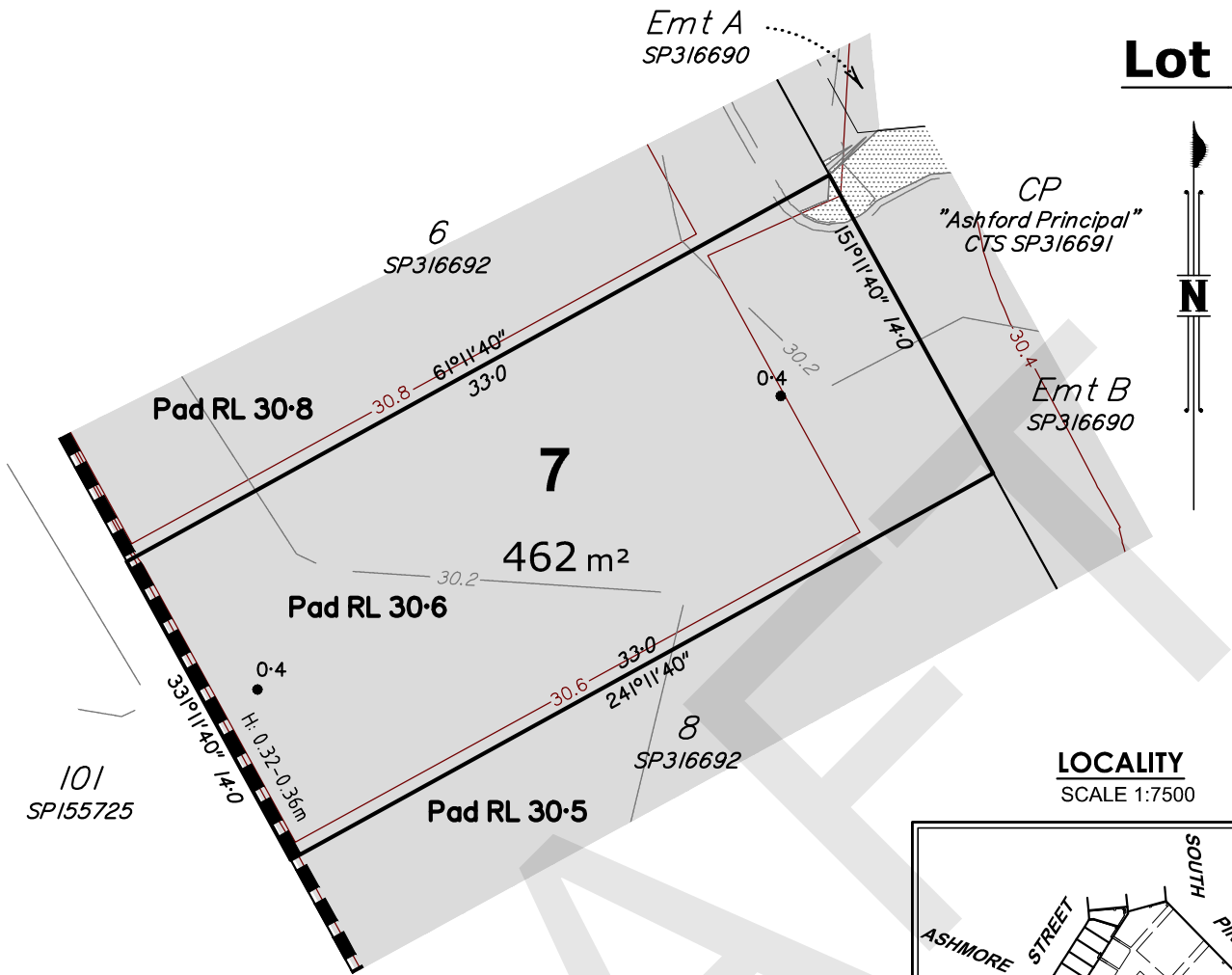
Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

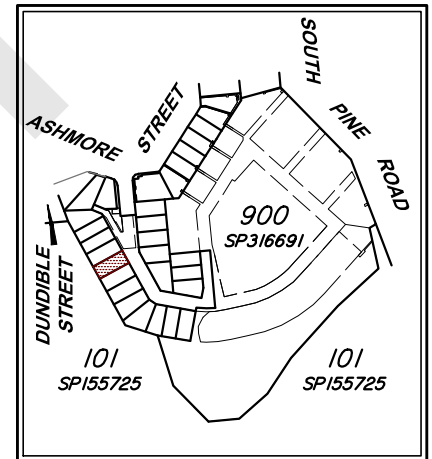
Client: **MIRVAC**

Locality:	EVERTON PARK		
Local Gov:	BCC	Prepared By:	DJL
Surveyed By:		Approved:	BWM
Date Created:	10/10/2019	Scale:	1:300
Comp File:	191518.project		
Plan No:	191518_004_DIS		

Lot 7



LOCALITY
SCALE 1:7500



LEGEND

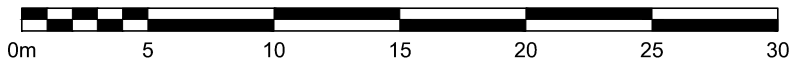
- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
 Denotes retaining wall average height
- 1.0 ● Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 7 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



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Title: Disclosure Plan for Lot 7 on SP316692

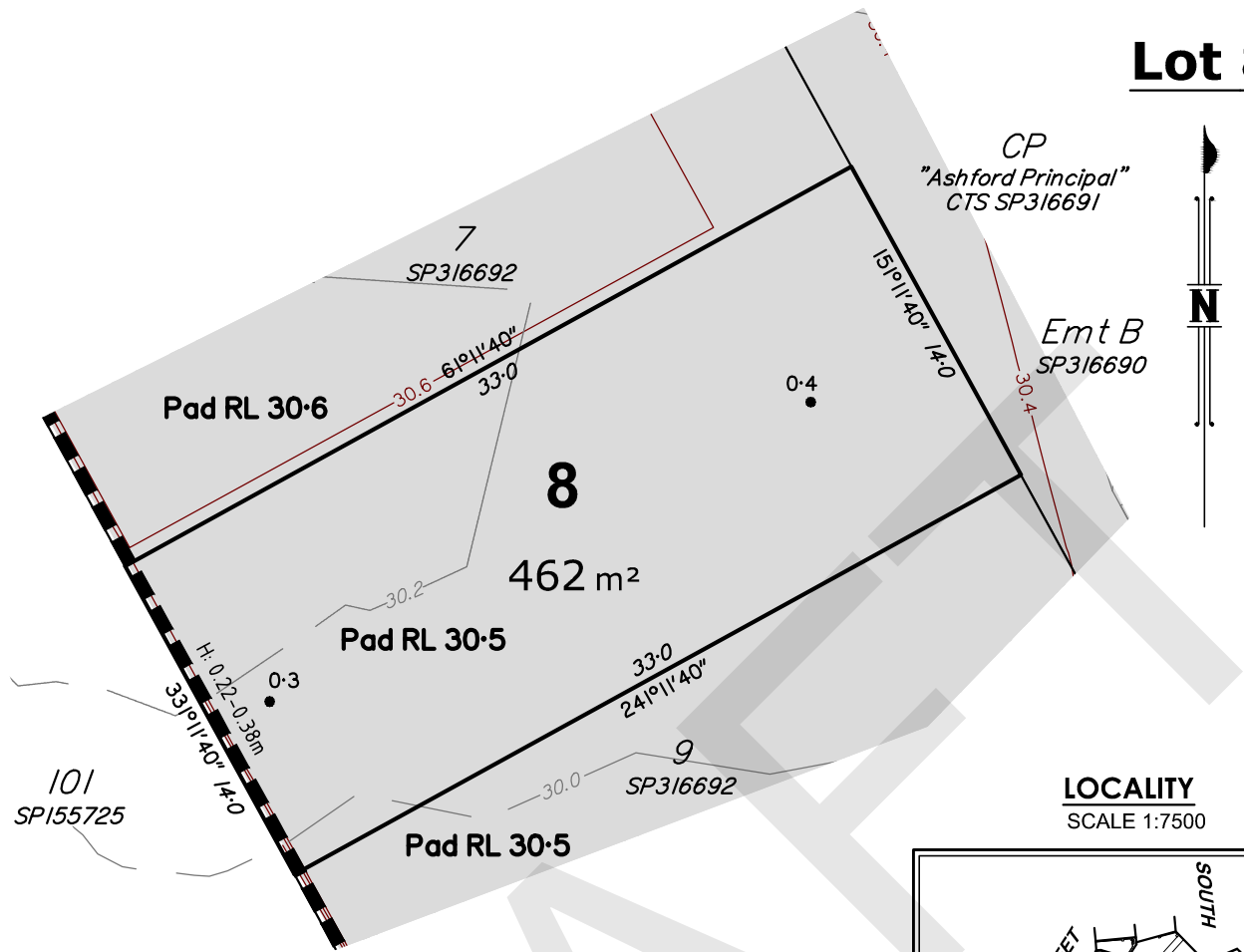
Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

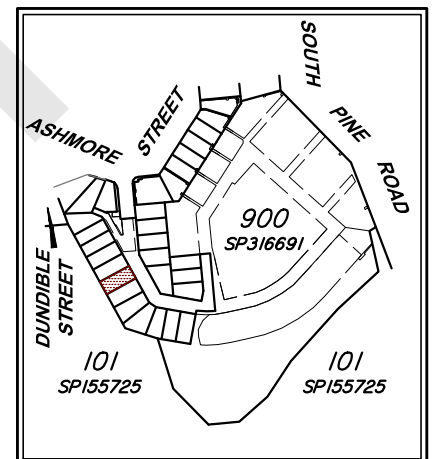
Client: **MIRVAC**

Locality:	EVERTON PARK	
Local Gov:	BCC	Prepared By: DJL
Surveyed By:		Approved: BWM
Date Created:	10/10/2019	Scale: 1:300
Comp File:	191518.project	
Plan No:	191518_004_DIS	

Lot 8



LOCALITY
SCALE 1:7500



LEGEND

- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
- Denotes retaining wall average height
- 1.0 ● Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 8 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



Sheet 6 of 20



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Title: Disclosure Plan for Lot 8 on SP316692

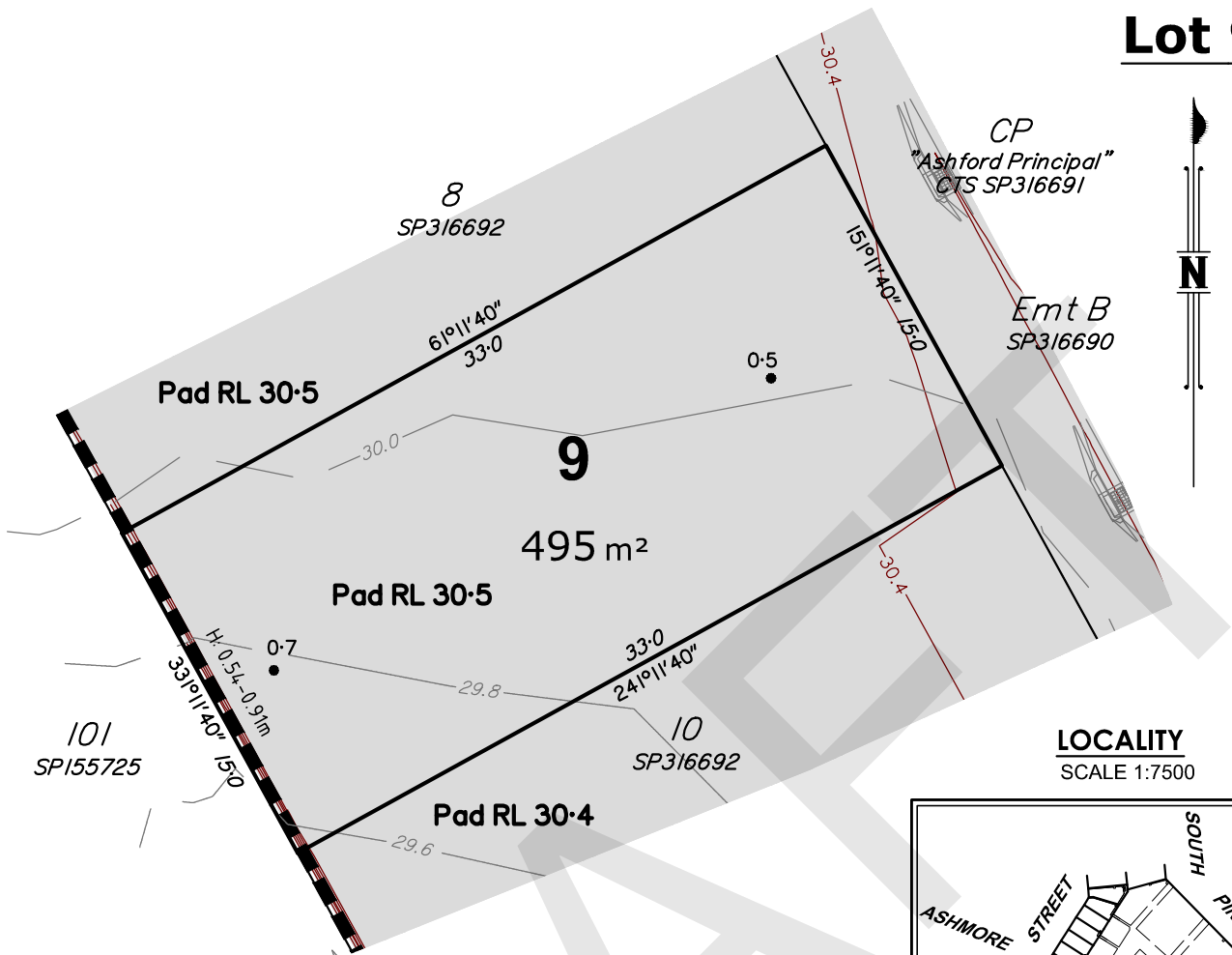
Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

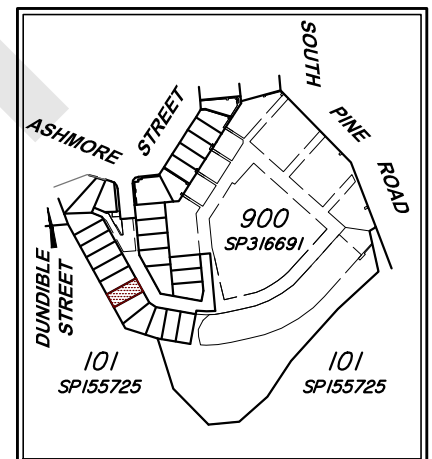
Client: **MIRVAC**

Locality:	EVERTON PARK		
Local Gov:	BCC	Prepared By:	DJL
Surveyed By:		Approved:	BWM
Date Created:	10/10/2019	Scale:	1:300
Comp File:	191518.project		
Plan No:	191518_004_DIS		

Lot 9



LOCALITY
SCALE 1:7500



LEGEND

- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
 Denotes retaining wall average height
- 1.0 ● Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 9 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



Sheet 7 of 20



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Title: Disclosure Plan for Lot 9 on SP316692

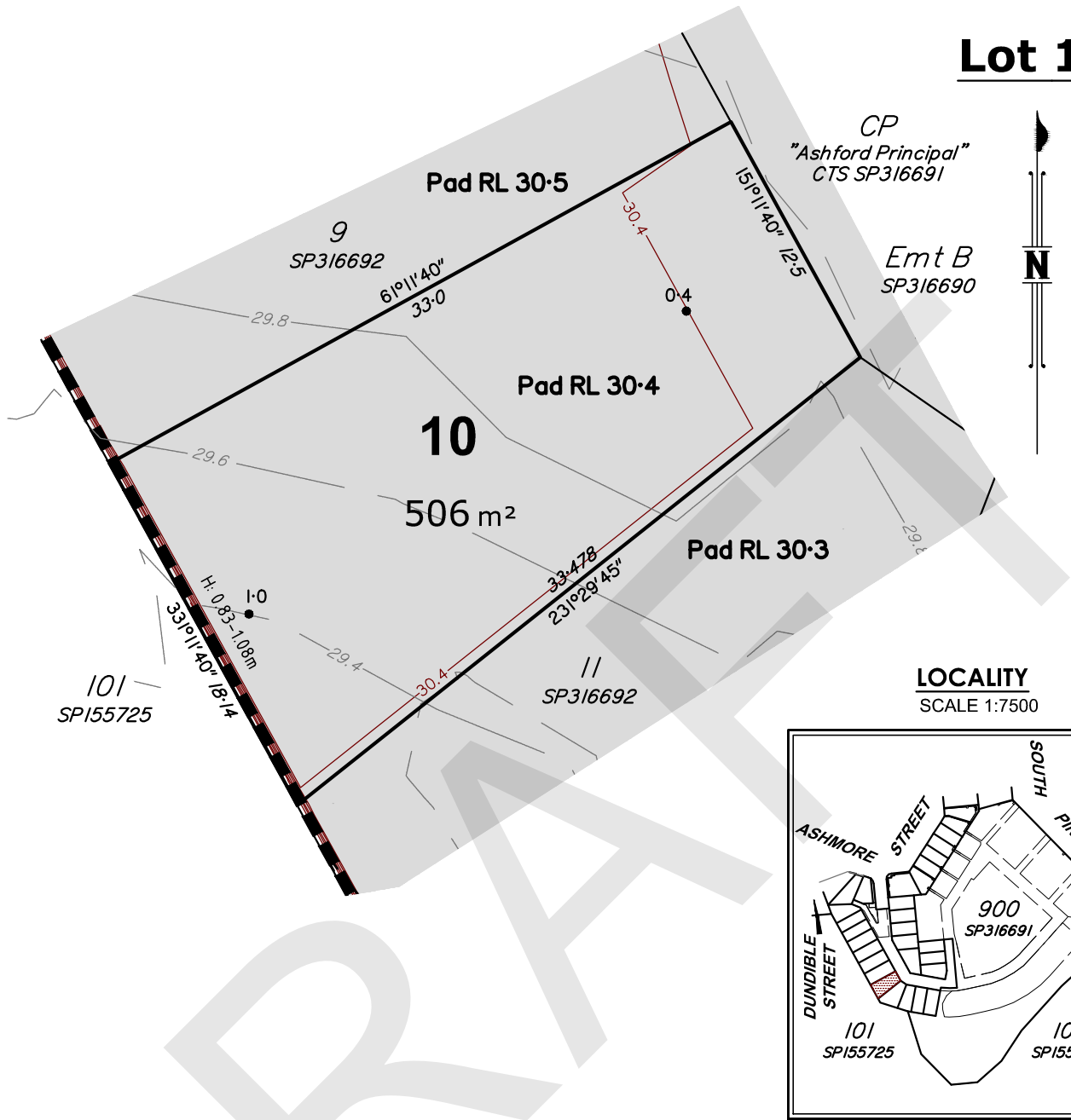
Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

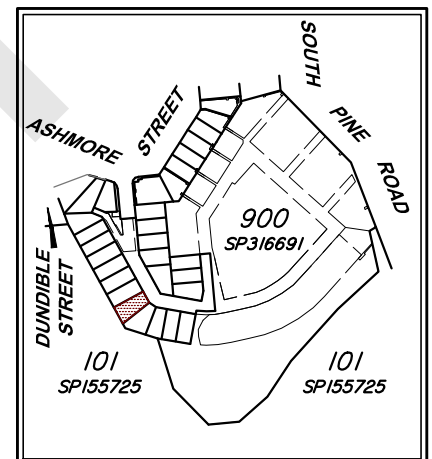
Client: **MIRVAC**

Locality:	EVERTON PARK	
Local Gov:	BCC	Prepared By: DJL
Surveyed By:		Approved: BWM
Date Created:	10/10/2019	Scale: 1:300
Comp File:	191518.project	
Plan No:	191518_004_DIS	

Lot 10



LOCALITY
SCALE 1:7500



LEGEND

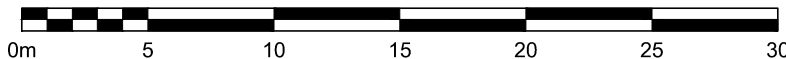
- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours
- 24 -- Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m Denotes retaining wall average height
- I-0 ● Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 10 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



Sheet 8 of 20



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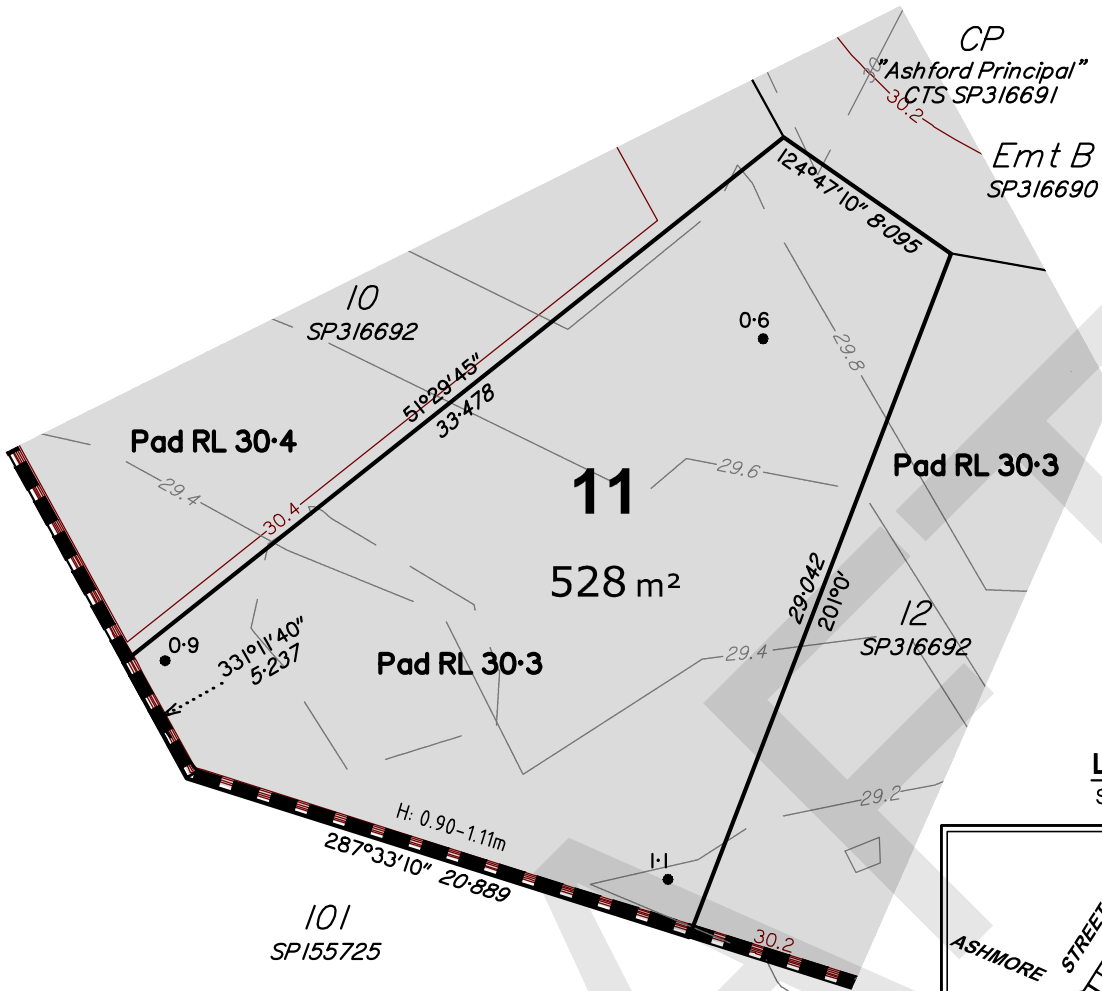
Title: Disclosure Plan for Lot 10 on SP316692

Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

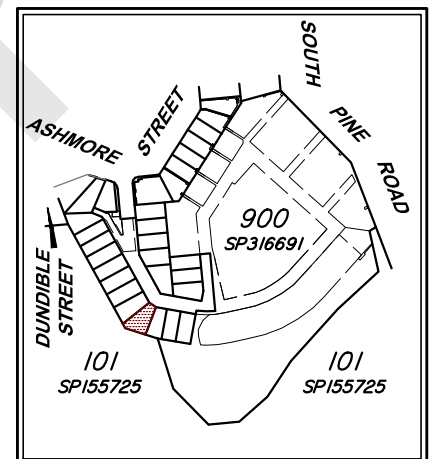
This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Client: **MIRVAC**

Locality:	EVERTON PARK	
Local Gov:	BCC	Prepared By: DJL
Surveyed By:		Approved: BWM
Date Created:	10/10/2019	Scale: 1:300
Comp File:	191518.project	
Plan No:	191518_004_DIS	



LOCALITY
SCALE 1:7500



LEGEND

- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
- Denotes retaining wall average height
- 1.0 ●
- Denotes depth of fill

Notes:

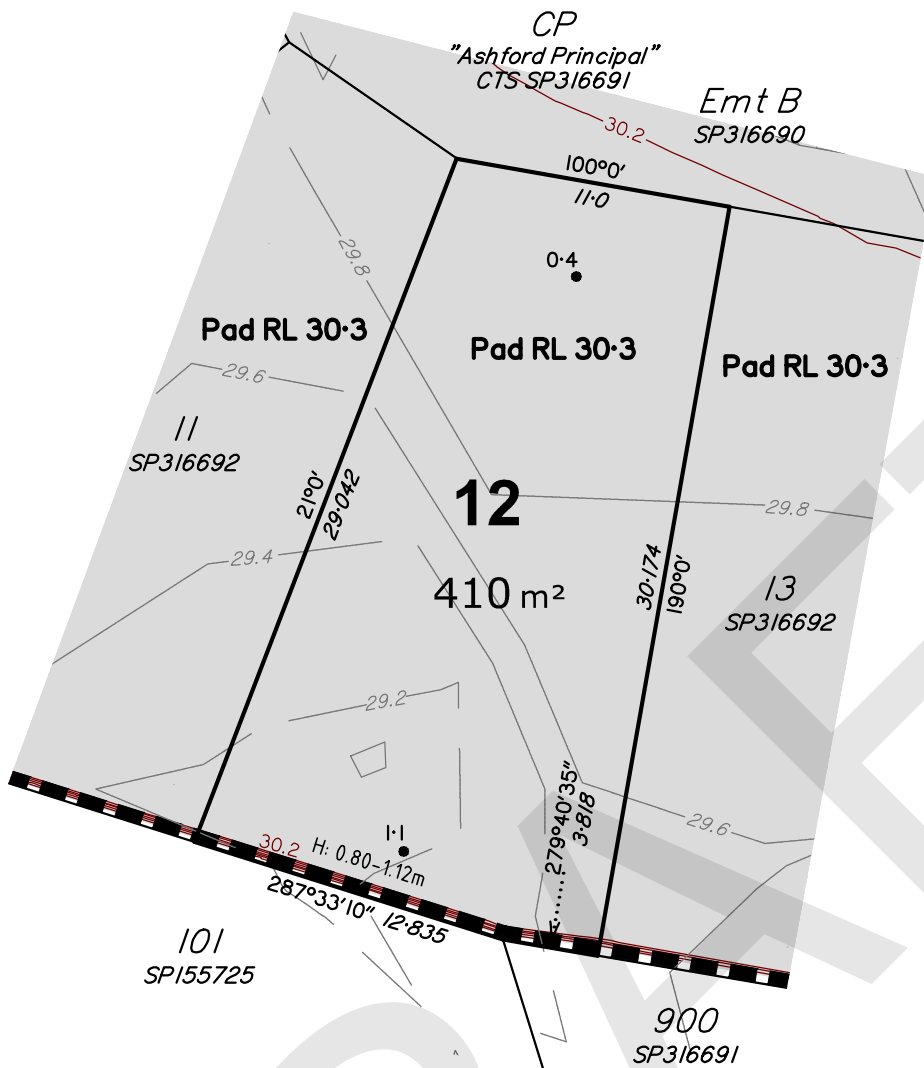
1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 11 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

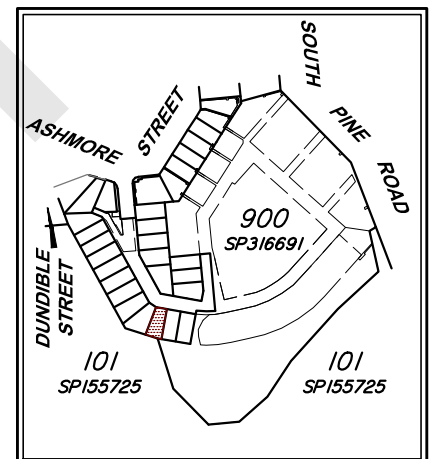
Revision B - Survey Issue 24/10/2019 (JEW)



Lot 12



LOCALITY
SCALE 1:7500



LEGEND

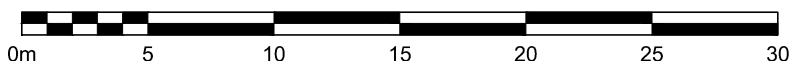
- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
- Denotes retaining wall average height
- 1.0 ● Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 12 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



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Surveying, Town Planning & Spatial Services
GOLD COAST | BRISBANE | SUNSHINE COAST | IPSWICH
www.bennettandbennett.com.au

Title: Disclosure Plan for Lot 12 on SP316692

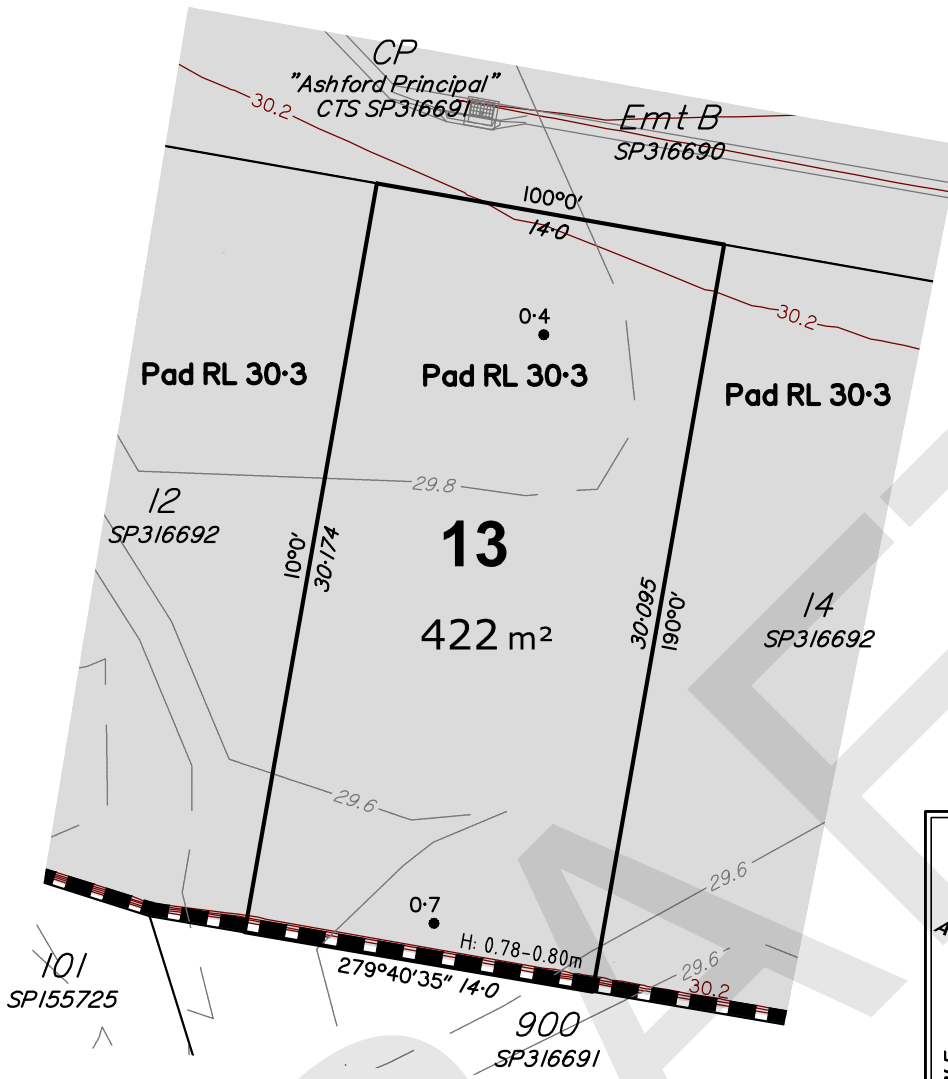
Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Client: **MIRVAC**

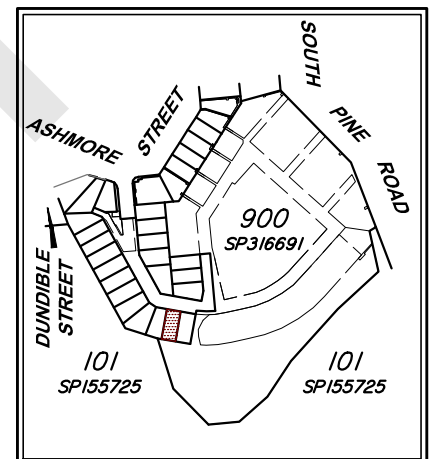
Locality:	EVERTON PARK		
Local Gov:	BCC	Prepared By:	DJL
Surveyed By:		Approved:	BWM
Date Created:	10/10/2019	Scale:	1:300
Comp File:	191518.project		
Plan No:	191518_004_DIS		

Lot 13



LOCALITY

SCALE 1:7500



LEGEND

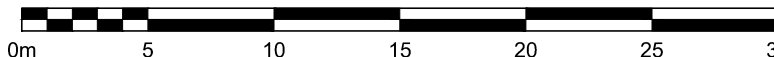
- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
- Denotes retaining wall average height
- 1.0 ● Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 13 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



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Title: Disclosure Plan for Lot 13 on SP316692

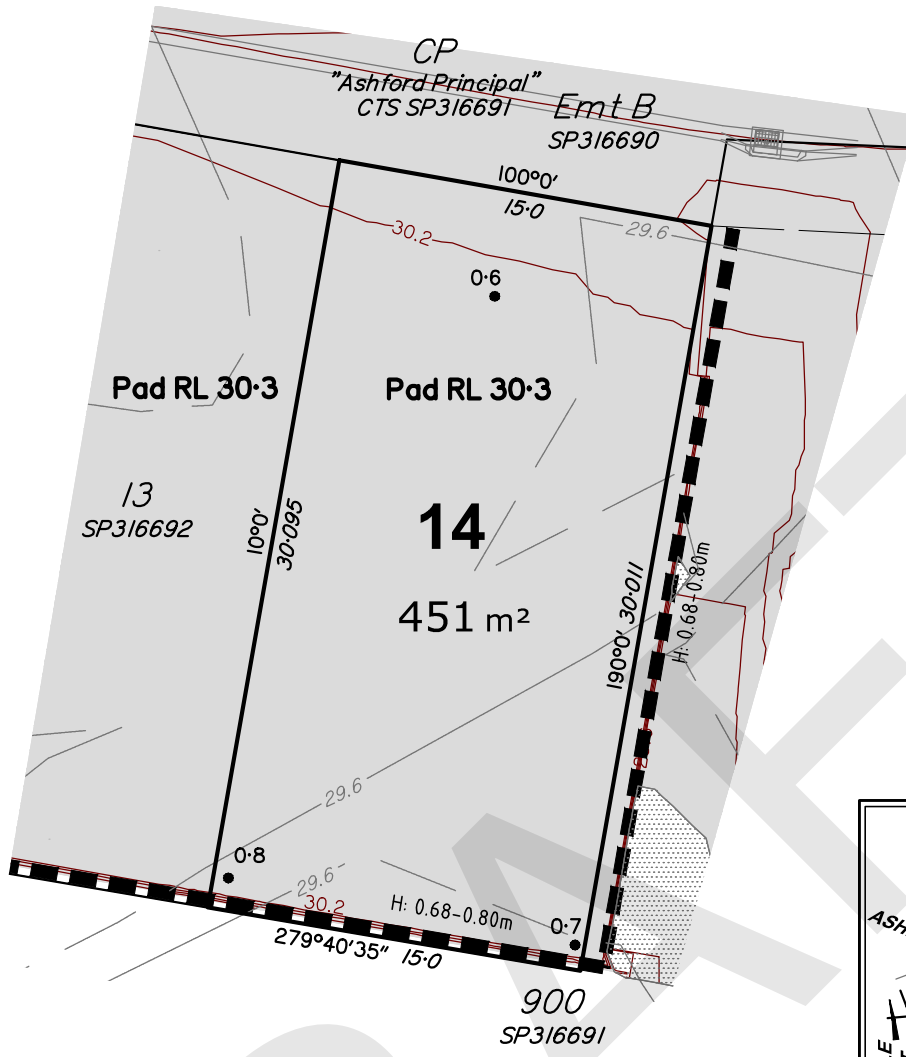
Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

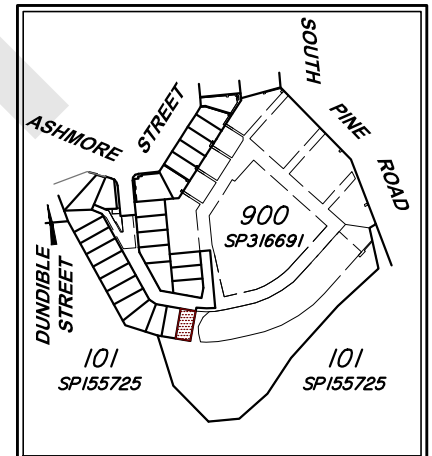
Client: **MIRVAC**

Locality:	EVERTON PARK		
Local Gov:	BCC	Prepared By:	DJL
Surveyed By:		Approved:	BWM
Date Created:	10/10/2019	Scale:	1:300
Comp File:	191518.project		
Plan No:	191518_004_DIS		

Lot 14



LOCALITY
SCALE 1:7500



LEGEND

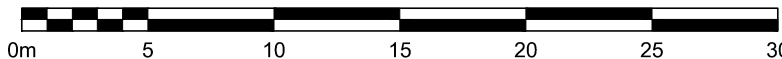
- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
- Denotes retaining wall average height
- 1.0 ● Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 14 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



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www.bennettandbennett.com.au

Title: Disclosure Plan for Lot 14 on SP316692

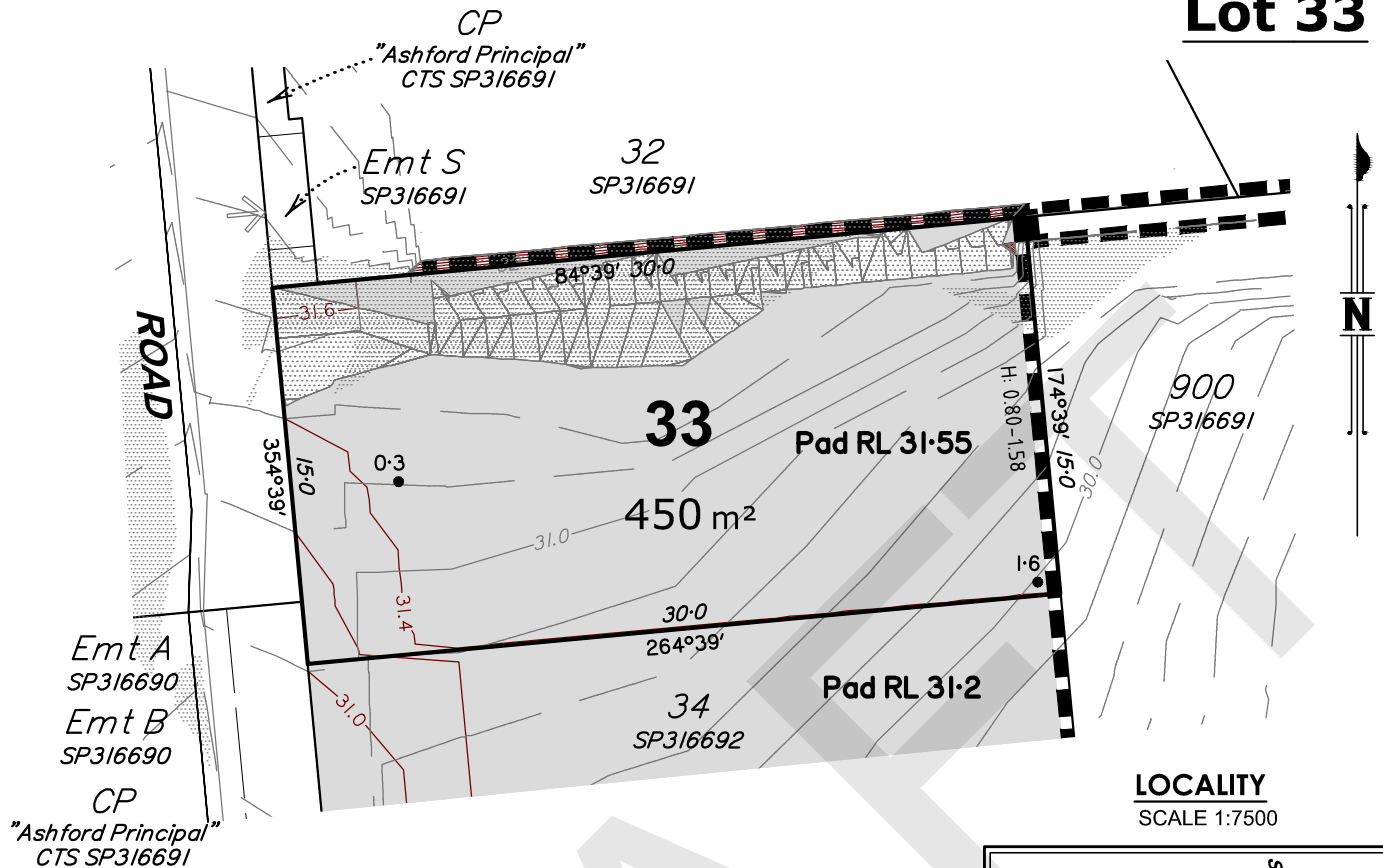
Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

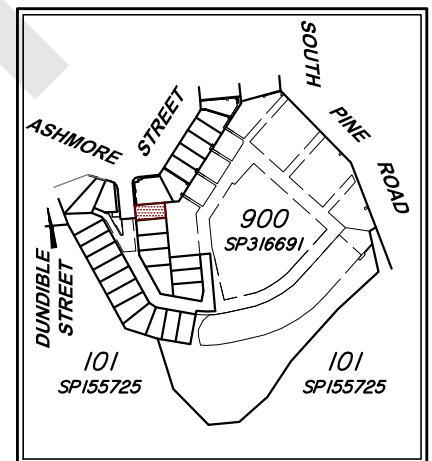
Client: **MIRVAC**

Locality:	EVERTON PARK		
Local Gov:	BCC	Prepared By:	DJL
Surveyed By:		Approved:	BWM
Date Created:	10/10/2019	Scale:	1:300
Comp File:	191518.project		
Plan No:	191518_004_DIS		

Lot 33



LOCALITY
SCALE 1:7500



LEGEND

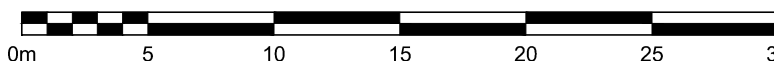
- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
- Denotes retaining wall average height
- 1.0 ● Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 33 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



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GOLD COAST | BRISBANE | SUNSHINE COAST | IPSWICH
www.bennettandbennett.com.au

Title: **Disclosure Plan for Lot 33 on SP316692**

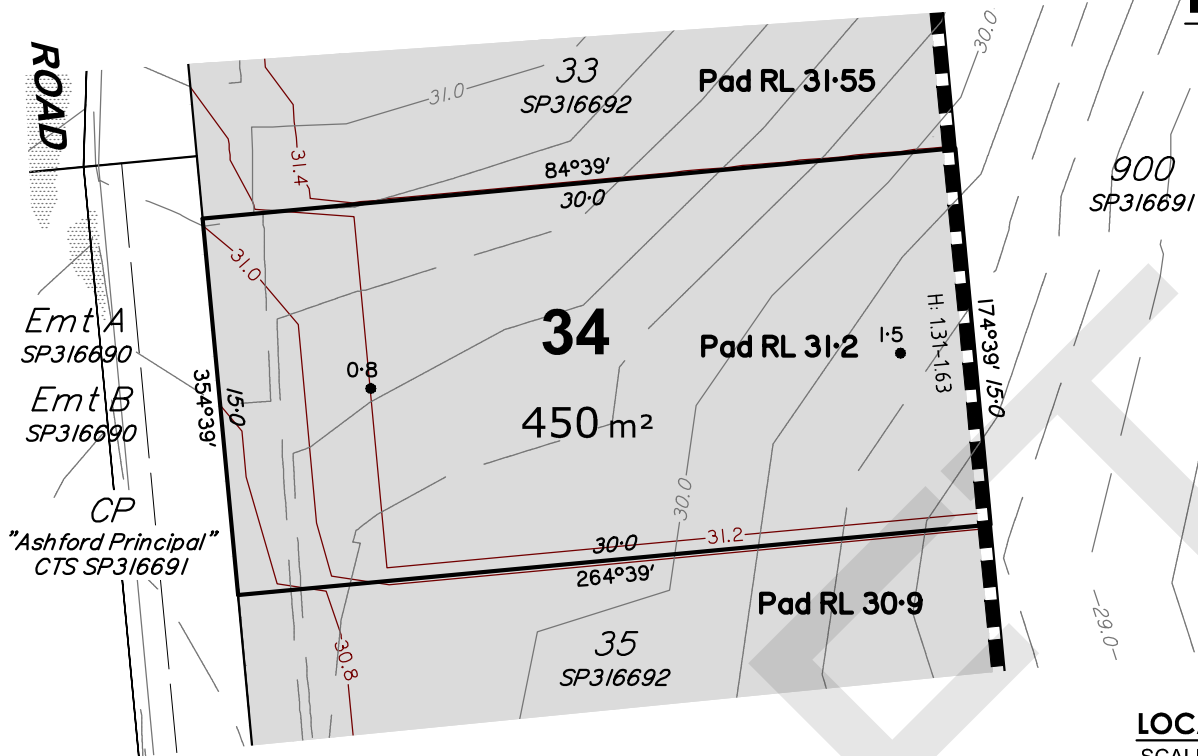
Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

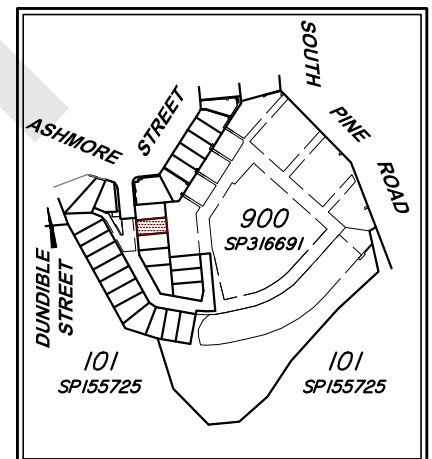
Client: **MIRVAC**

Locality:	EVERTON PARK	
Local Gov:	BCC	Prepared By: DJL
Surveyed By:		Approved: BWM
Date Created:	10/10/2019	Scale: 1:300
Comp File:	191518.project	
Plan No:	191518_004_DIS	

Lot 34



LOCALITY
SCALE 1:7500



LEGEND

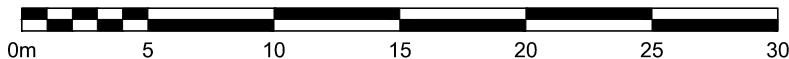
- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
- Denotes retaining wall average height
- 1.0 ●
- Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 34 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



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GOLD COAST | BRISBANE | SUNSHINE COAST | IPSWICH
www.bennettandbennett.com.au

Title: Disclosure Plan for Lot 34 on SP316692

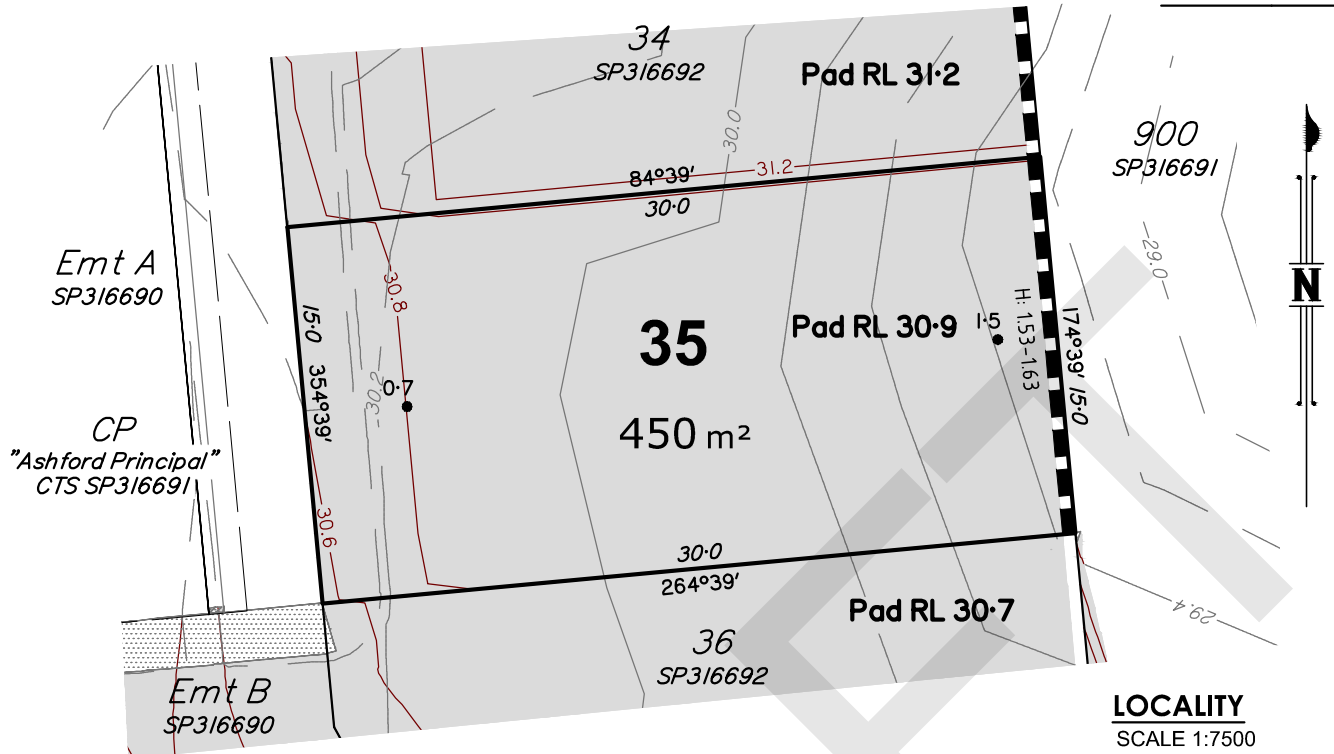
Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

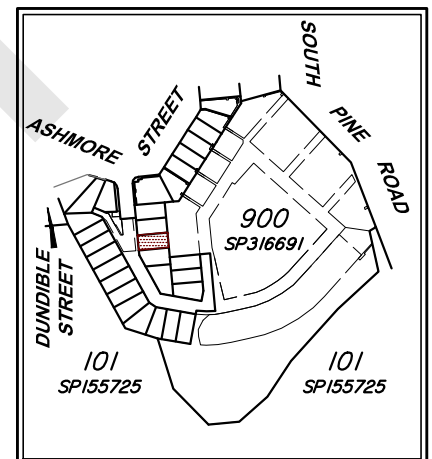
Client: **MIRVAC**

Locality:	EVERTON PARK		
Local Gov:	BCC	Prepared By:	DJL
Surveyed By:		Approved:	BWM
Date Created:	10/10/2019	Scale:	1:300
Comp File:	191518.project		
Plan No:	191518_004_DIS		

Lot 35



LOCALITY
SCALE 1:7500



LEGEND

- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
- Denotes retaining wall average height
- 1.0 ●
- Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 35 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



Sheet 15 of 20



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Surveying, Town Planning & Spatial Services
GOLD COAST | BRISBANE | SUNSHINE COAST | IPSWICH
www.bennettandbennett.com.au

Title: Disclosure Plan for Lot 35 on SP316692

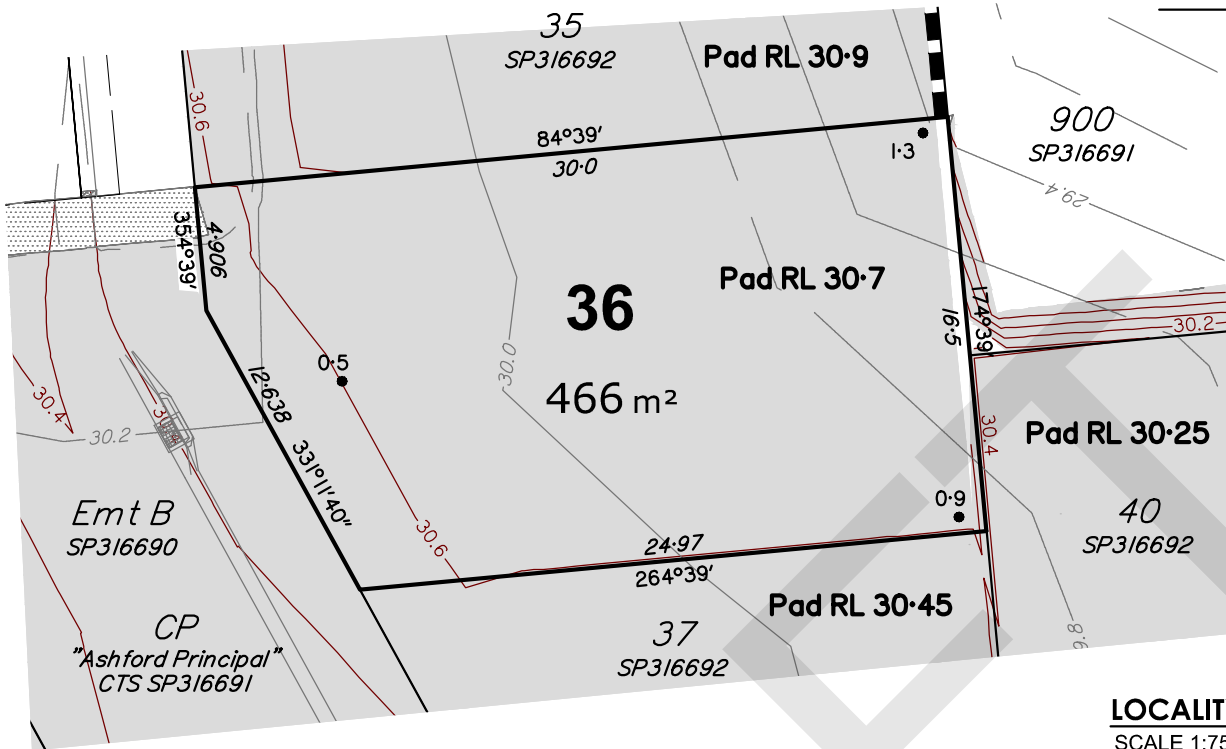
Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

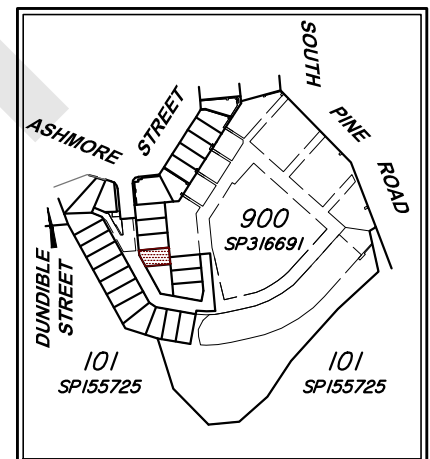
Client: **MIRVAC**

Locality:	EVERTON PARK		
Local Gov:	BCC	Prepared By:	DJL
Surveyed By:		Approved:	BWM
Date Created:	10/10/2019	Scale:	1:300
Comp File:	191518.project		
Plan No:	191518_004_DIS		

Lot 36



LOCALITY
SCALE 1:7500



LEGEND

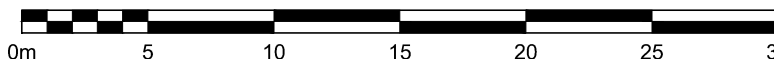
- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
- Denotes retaining wall average height
- 1.0 ●
- Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 36 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



Sheet 16 of 20



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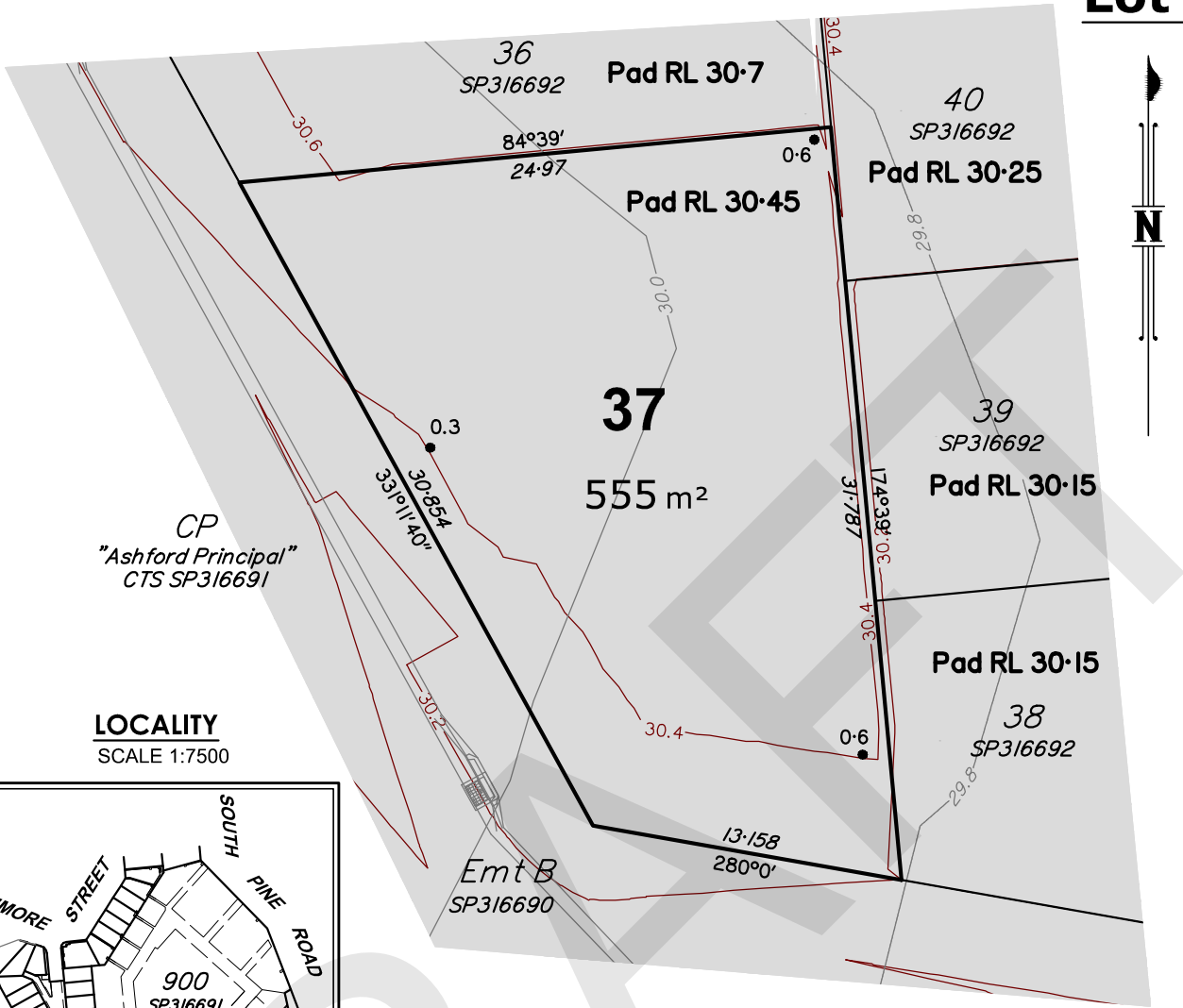
Title: **Disclosure Plan for Lot 36 on SP316692**

Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

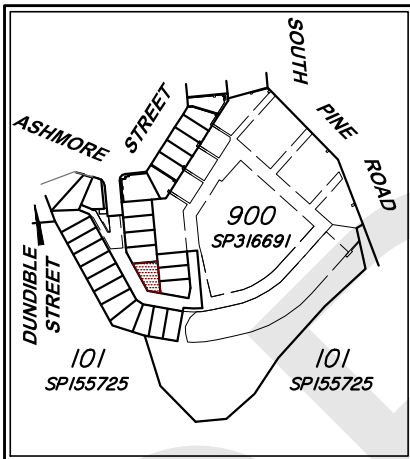
This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Client: **MIRVAC**

Locality:	EVERTON PARK		
Local Gov:	BCC	Prepared By:	DJL
Surveyed By:		Approved:	BWM
Date Created:	10/10/2019	Scale:	1:300
Comp File:	191518.project		
Plan No:	191518_004_DIS		



LOCALITY
SCALE 1:7500



LEGEND

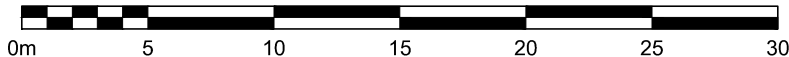
- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
- Denotes retaining wall average height
- 1.0 ●
- Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 37 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



Sheet 17 of 20



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Title: Disclosure Plan for Lot 37 on SP316692

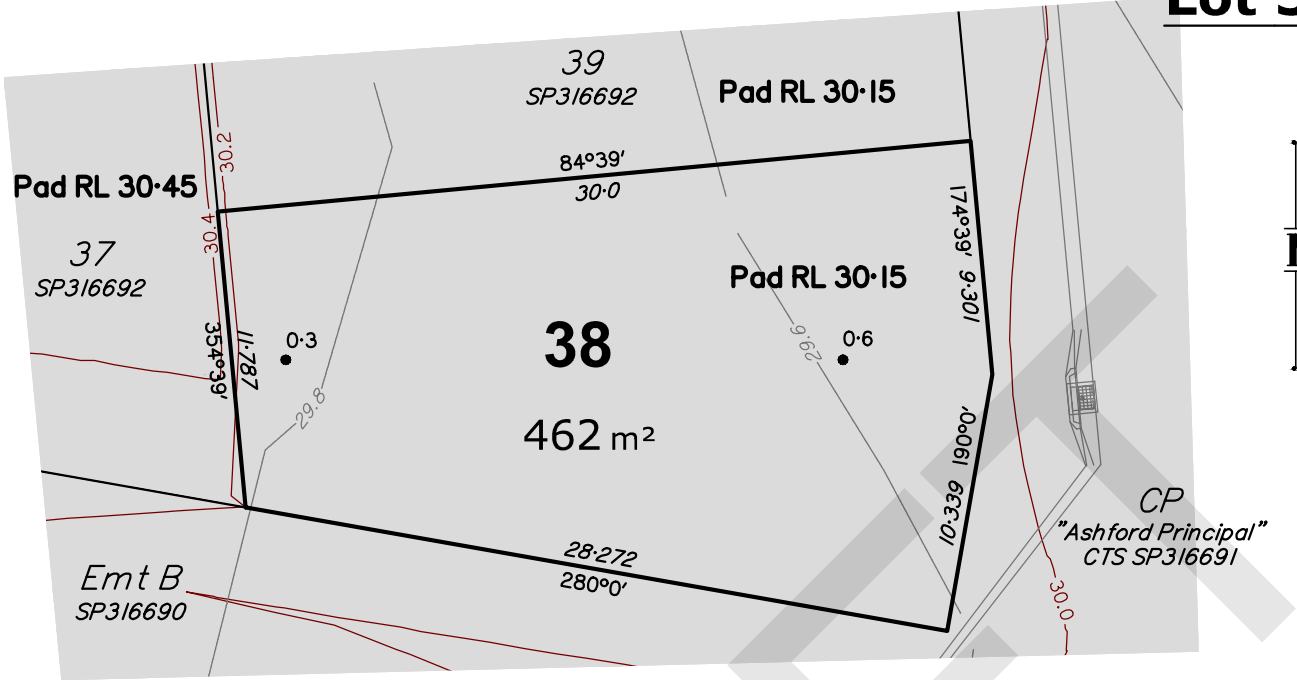
Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

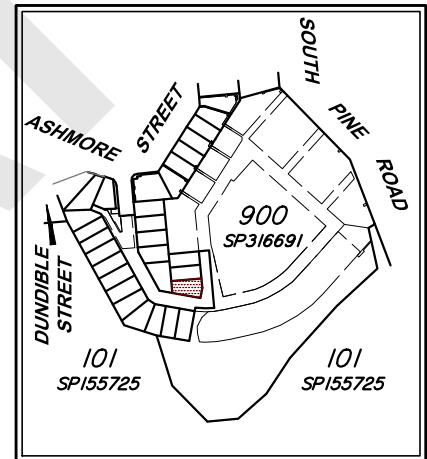
Client: **MIRVAC**

Locality:	EVERTON PARK		
Local Gov:	BCC	Prepared By:	DJL
Surveyed By:		Approved:	BWM
Date Created:	10/10/2019	Scale:	1:300
Comp File:	191518.project		
Plan No:	191518_004_DIS		

Lot 38



LOCALITY SCALE 1:7500



LEGEND

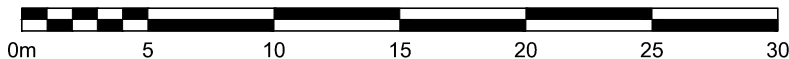
- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
 Denotes retaining wall average height
- 1.0 ● Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 38 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



Sheet 18 of 20



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Title: Disclosure Plan for Lot 38 on SP316692

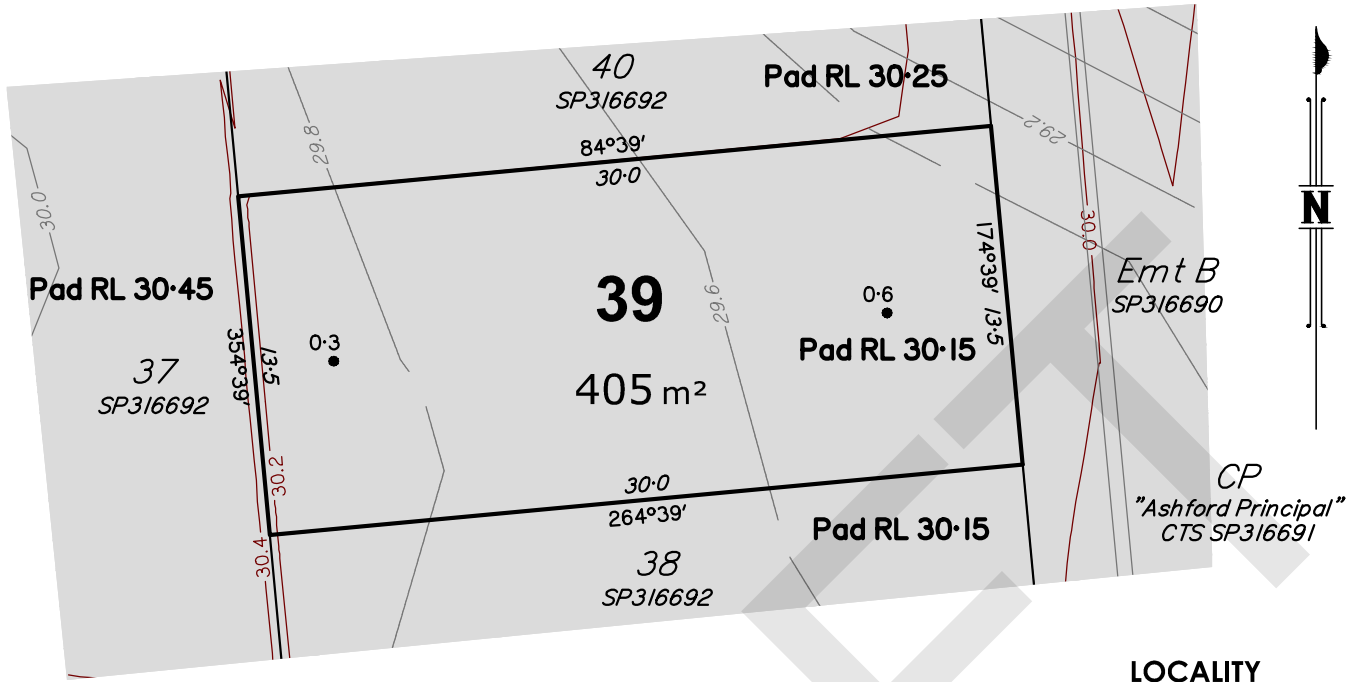
Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Client: **MIRVAC**

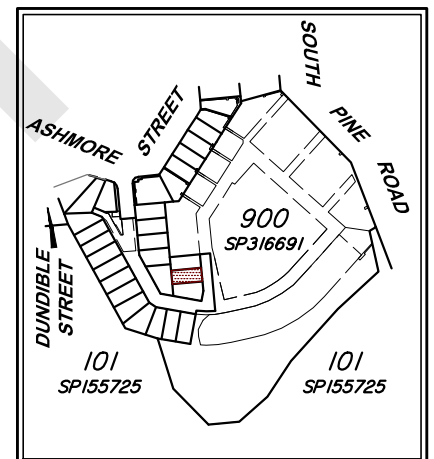
Locality:	EVERTON PARK	
Local Gov:	BCC	Prepared By: DJL
Surveyed By:		Approved: BWM
Date Created:	10/10/2019	Scale: 1:300
Comp File:	191518.project	
Plan No:	191518_004_DIS	

Lot 39



LOCALITY

SCALE 1:7500



LEGEND

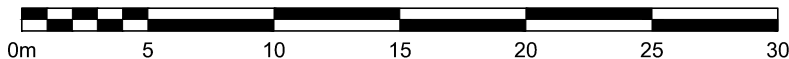
- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
- Denotes retaining wall average height
- 1.0 ●
- Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 39 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



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Title: Disclosure Plan for Lot 39 on SP316692

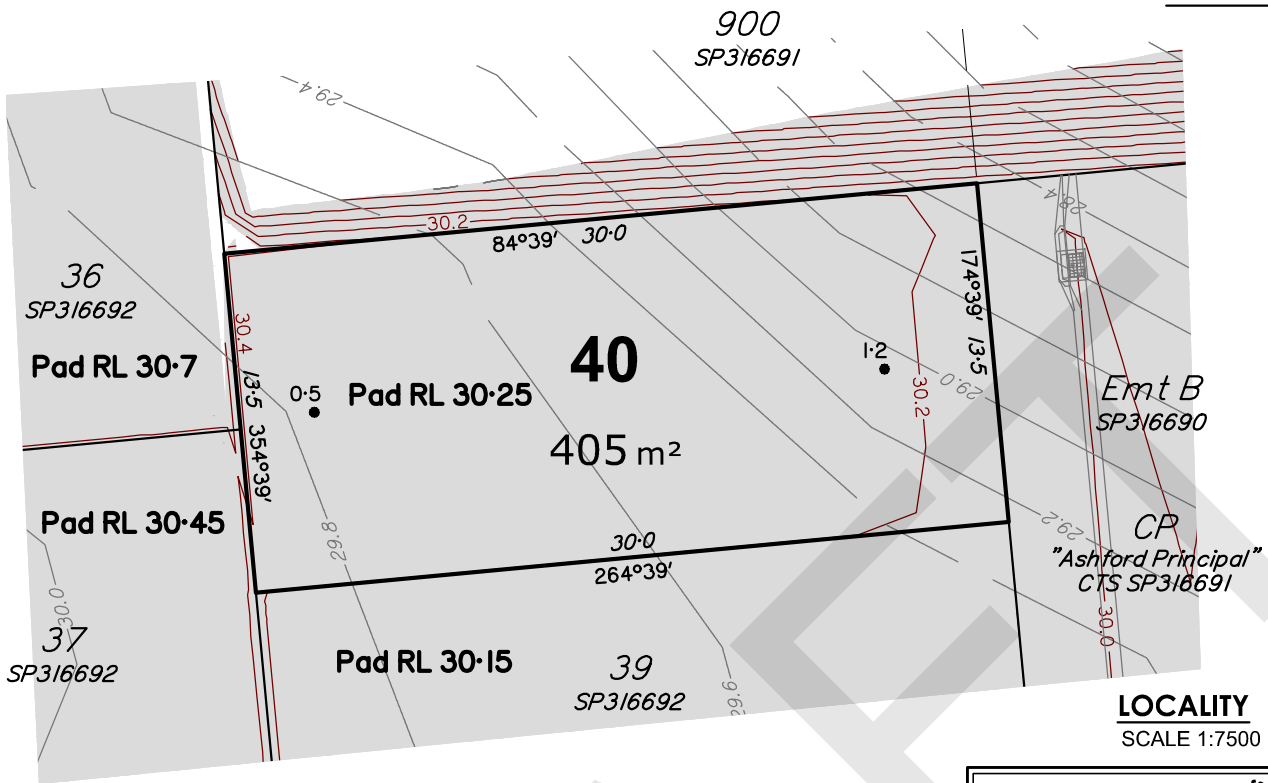
Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

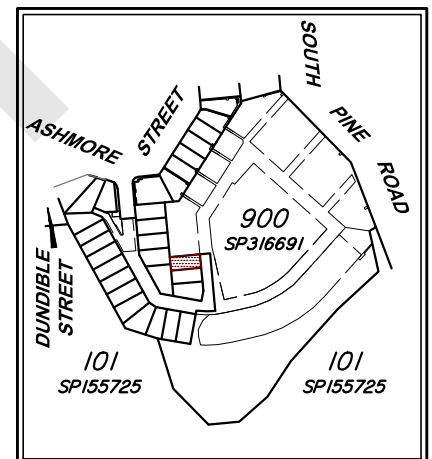
Client: **MIRVAC**

Locality:	EVERTON PARK	
Local Gov:	BCC	Prepared By: DJL
Surveyed By:		Approved: BWM
Date Created:	10/10/2019	Scale: 1:300
Comp File:	191518.project	
Plan No:	191518_004_DIS	

Lot 40



LOCALITY
SCALE 1:7500



LEGEND

- Approximate Cut Area
- Approximate Fill Area
- 24 — Design Contours - - 24 - - Existing Contours
- Contours (interval 0.5m) based on the Australian Height Datum (AHD) as shown on engineering plan 17BNE-0071 C200 Rev A provided by Premise.
- H=0.77m
- Denotes retaining wall average height
- 1.0 ●
- Denotes depth of fill

Notes:

1. Drawn to Scale on A4 sheet.
2. All levels are in metres on Australian Height Datum as determined by PSM106537, RL 29.906m AHD.
3. Existing Contour (interval 0.2m) based on civil drawing 17BNE-0071 C200 Rev A.
4. All dimensions and areas are subject to final survey and approval by BCC.
5. This plan has been prepared for disclosure under the Body Corporate & Community Management Act 1997.
6. This plan was prepared for Mirvac Queensland Pty Ltd for the purposes of accompanying a sales contract and must not be used for any other purpose.
7. This plan shows details of Proposed Lot 40 on proposal plan 135143-5 Rev N which accompanied the Subdivision Application to Brisbane City Council.
8. The compaction of earth fill will be undertaken as advised by Premise and in accordance with the requirements of the Australian Standard AS3798-2007-Level 1.

Scale 1:300

Revision B - Survey Issue 24/10/2019 (JEW)



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Title: Disclosure Plan for Lot 40 on SP316692

Ashmore Street, Everton Park
Being Part of Lot 901 on SP316691

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.5m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Client: **MIRVAC**

Locality:	EVERTON PARK		
Local Gov:	BCC	Prepared By:	DJL
Surveyed By:		Approved:	BWM
Date Created:	10/10/2019	Scale:	1:300
Comp File:	191518.project		
Plan No:	191518_004_DIS		

**PART A - STATUTORY DISCLOSURE
SCHEDULES OF PROPOSED CONTRIBUTIONS**

(follows this page)

ASHFORD LAND

Schedule of Proposed Contributions (Incl. GST) - Year 1 Only

25.10.19

LOT NO.	Contribution Schedule Lot Entitlement	Subsidiary Scheme Body Corporate Management Fees (Included in Administration Fund Total)	Principal Scheme Body Corporate Management Fees (Included in Administration Fund Total)	Principal Scheme Caretakers Fees (Included in Administration Fund Total)	Interest Schedule Lot Entitlement	Insurance Contribution (Included in Total Per Year)	Administration Fund (Included in Total Per Year)	Sinking Fund (Included in Total Per Year)	Total Per Lot Per Year	Amount Per Lot Per Week
3	100	\$231.00	\$178.75	\$715.00	338	\$92.04	\$1,647.47	\$55.00	\$1,794.51	\$34.51
4	100	\$231.00	\$178.75	\$715.00	285	\$77.61	\$1,647.47	\$55.00	\$1,780.08	\$34.23
5	100	\$231.00	\$178.75	\$715.00	285	\$77.61	\$1,647.47	\$55.00	\$1,780.08	\$34.23
6	100	\$231.00	\$178.75	\$715.00	316	\$86.05	\$1,647.47	\$55.00	\$1,788.52	\$34.39
7	100	\$231.00	\$178.75	\$715.00	316	\$86.05	\$1,647.47	\$55.00	\$1,788.52	\$34.39
8	100	\$231.00	\$178.75	\$715.00	316	\$86.05	\$1,647.47	\$55.00	\$1,788.52	\$34.39
9	100	\$231.00	\$178.75	\$715.00	338	\$92.04	\$1,647.47	\$55.00	\$1,794.51	\$34.51
10	100	\$231.00	\$178.75	\$715.00	344	\$93.68	\$1,647.47	\$55.00	\$1,796.15	\$34.54
11	100	\$231.00	\$178.75	\$715.00	358	\$97.49	\$1,647.47	\$55.00	\$1,799.96	\$34.61
12	100	\$231.00	\$178.75	\$715.00	283	\$77.07	\$1,647.47	\$55.00	\$1,779.54	\$34.22
13	100	\$231.00	\$178.75	\$715.00	289	\$78.70	\$1,647.47	\$55.00	\$1,781.17	\$34.25
14	100	\$231.00	\$178.75	\$715.00	304	\$82.79	\$1,647.47	\$55.00	\$1,785.26	\$34.33
33	100	\$231.00	\$178.75	\$715.00	288	\$78.43	\$1,647.47	\$55.00	\$1,780.90	\$34.25
34	100	\$231.00	\$178.75	\$715.00	288	\$78.43	\$1,647.47	\$55.00	\$1,780.90	\$34.25
35	100	\$231.00	\$178.75	\$715.00	288	\$78.43	\$1,647.47	\$55.00	\$1,780.90	\$34.25
36	100	\$231.00	\$178.75	\$715.00	298	\$81.15	\$1,647.47	\$55.00	\$1,783.62	\$34.30
37	100	\$231.00	\$178.75	\$715.00	322	\$87.69	\$1,647.47	\$55.00	\$1,790.16	\$34.43
38	100	\$231.00	\$178.75	\$715.00	285	\$77.61	\$1,647.47	\$55.00	\$1,780.08	\$34.23
39	100	\$231.00	\$178.75	\$715.00	259	\$70.53	\$1,647.47	\$55.00	\$1,773.00	\$34.10
40	100	\$231.00	\$178.75	\$715.00	259	\$70.53	\$1,647.47	\$55.00	\$1,773.00	\$34.10
TOTALS	2000	\$4,620.00	\$3,575.00	\$14,300.00	6059	\$1,650.00	\$32,949.40	\$1,100.00	\$35,699.40	\$686.53

ASHFORD LAND

Schedule of Proposed Contributions (Incl. GST) - Year 1 Only

25.10.19

LOT NO.	Contribution Schedule Lot Entitlement	Subsidiary Scheme Body Corporate Management Fees (included in Administration Fund Total)	Principal Scheme Body Corporate Management Fees (included in Administration Fund Total)	Principal Scheme Caretakers Fees (included in Administration Fund Total)	Interest Schedule Lot Entitlement	Insurance Contribution (included in Total Per Year)	Administration Fund (included in Total Per Year)	Sinking Fund (included in Total Per Year)	Total Per Lot Per Year	Amount Per Lot Per Week
3	100	\$234.67	\$122.83	\$715.00	338	\$68.56	\$1,674.02	\$36.67	\$1,779.24	\$34.22
4	100	\$234.67	\$122.83	\$715.00	285	\$57.81	\$1,674.02	\$36.67	\$1,768.49	\$34.01
5	100	\$234.67	\$122.83	\$715.00	285	\$57.81	\$1,674.02	\$36.67	\$1,768.49	\$34.01
6	100	\$234.67	\$122.83	\$715.00	316	\$64.10	\$1,674.02	\$36.67	\$1,774.78	\$34.13
7	100	\$234.67	\$122.83	\$715.00	316	\$64.10	\$1,674.02	\$36.67	\$1,774.78	\$34.13
8	100	\$234.67	\$122.83	\$715.00	316	\$64.10	\$1,674.02	\$36.67	\$1,774.78	\$34.13
9	100	\$234.67	\$122.83	\$715.00	338	\$68.56	\$1,674.02	\$36.67	\$1,779.24	\$34.22
10	100	\$234.67	\$122.83	\$715.00	344	\$69.78	\$1,674.02	\$36.67	\$1,780.46	\$34.24
11	100	\$234.67	\$122.83	\$715.00	358	\$72.62	\$1,674.02	\$36.67	\$1,783.30	\$34.29
12	100	\$234.67	\$122.83	\$715.00	283	\$57.40	\$1,674.02	\$36.67	\$1,768.09	\$34.00
13	100	\$234.67	\$122.83	\$715.00	289	\$58.62	\$1,674.02	\$36.67	\$1,769.30	\$34.03
14	100	\$234.67	\$122.83	\$715.00	304	\$61.66	\$1,674.02	\$36.67	\$1,772.35	\$34.08
15	100	\$234.67	\$122.83	\$715.00	304	\$61.66	\$1,674.02	\$36.67	\$1,772.35	\$34.08
16	100	\$234.67	\$122.83	\$715.00	310	\$62.88	\$1,674.02	\$36.67	\$1,773.56	\$34.11
17	100	\$234.67	\$122.83	\$715.00	336	\$68.15	\$1,674.02	\$36.67	\$1,778.84	\$34.21
18	100	\$234.67	\$122.83	\$715.00	352	\$71.40	\$1,674.02	\$36.67	\$1,782.08	\$34.27
19	100	\$234.67	\$122.83	\$715.00	319	\$64.71	\$1,674.02	\$36.67	\$1,775.39	\$34.14
20	100	\$234.67	\$122.83	\$715.00	274	\$55.58	\$1,674.02	\$36.67	\$1,766.26	\$33.97
21	100	\$234.67	\$122.83	\$715.00	269	\$54.56	\$1,674.02	\$36.67	\$1,765.25	\$33.95
22	100	\$234.67	\$122.83	\$715.00	248	\$50.30	\$1,674.02	\$36.67	\$1,760.99	\$33.87
23	100	\$234.67	\$122.83	\$715.00	239	\$48.48	\$1,674.02	\$36.67	\$1,759.16	\$33.83
24	100	\$234.67	\$122.83	\$715.00	238	\$48.28	\$1,674.02	\$36.67	\$1,758.96	\$33.83
33	100	\$234.67	\$122.83	\$715.00	288	\$58.42	\$1,674.02	\$36.67	\$1,769.10	\$34.02
34	100	\$234.67	\$122.83	\$715.00	288	\$58.42	\$1,674.02	\$36.67	\$1,769.10	\$34.02
35	100	\$234.67	\$122.83	\$715.00	288	\$58.42	\$1,674.02	\$36.67	\$1,769.10	\$34.02
36	100	\$234.67	\$122.83	\$715.00	298	\$60.45	\$1,674.02	\$36.67	\$1,771.13	\$34.06
37	100	\$234.67	\$122.83	\$715.00	322	\$65.31	\$1,674.02	\$36.67	\$1,776.00	\$34.15
38	100	\$234.67	\$122.83	\$715.00	285	\$57.81	\$1,674.02	\$36.67	\$1,768.49	\$34.01
39	100	\$234.67	\$122.83	\$715.00	259	\$52.54	\$1,674.02	\$36.67	\$1,763.22	\$33.91
40	100	\$234.67	\$122.83	\$715.00	259	\$52.54	\$1,674.02	\$36.67	\$1,763.22	\$33.91
TOTALS	3000	\$7,040.00	\$3,685.00	\$21,450.00	8948	\$1,815.00	\$50,220.50	\$1,100.00	\$53,135.50	\$1,021.84

ASHFORD LAND

Schedule of Proposed Contributions (Incl. GST) - Year 1 Only

25.10.19

LOT NO.	Contribution Schedule Lot Entitlement	Subsidiary Scheme Body Corporate Management Fees (included in Administration Fund Total)	Principal Scheme Body Corporate Management Fees (included in Administration Fund Total)	Principal Scheme Caretakers Fees (Included in Administration Fund Total)	Interest Schedule Lot Entitlement	Insurance Contribution (Included in Total Per Year)	Administration Fund (Included in Total Per Year)	Sinking Fund (Included in Total Per Year)	Total Per Lot Per Year	Amount Per Lot Per Week
3	100	\$244.23	\$276.62	\$1,256.29	338	\$62.49	\$2,358.72	\$32.35	\$2,453.56	\$47.18
4	100	\$244.23	\$276.62	\$1,256.29	285	\$52.69	\$2,358.72	\$32.35	\$2,443.77	\$47.00
5	100	\$244.23	\$276.62	\$1,256.29	285	\$52.69	\$2,358.72	\$32.35	\$2,443.77	\$47.00
6	100	\$244.23	\$276.62	\$1,256.29	316	\$58.42	\$2,358.72	\$32.35	\$2,449.50	\$47.11
7	100	\$244.23	\$276.62	\$1,256.29	316	\$58.42	\$2,358.72	\$32.35	\$2,449.50	\$47.11
8	100	\$244.23	\$276.62	\$1,256.29	316	\$58.42	\$2,358.72	\$32.35	\$2,449.50	\$47.11
9	100	\$244.23	\$276.62	\$1,256.29	338	\$62.49	\$2,358.72	\$32.35	\$2,453.56	\$47.18
10	100	\$244.23	\$276.62	\$1,256.29	344	\$63.60	\$2,358.72	\$32.35	\$2,454.67	\$47.21
11	100	\$244.23	\$276.62	\$1,256.29	358	\$66.18	\$2,358.72	\$32.35	\$2,457.26	\$47.26
12	100	\$244.23	\$276.62	\$1,256.29	283	\$52.32	\$2,358.72	\$32.35	\$2,443.40	\$46.99
13	100	\$244.23	\$276.62	\$1,256.29	289	\$53.43	\$2,358.72	\$32.35	\$2,444.51	\$47.01
14	100	\$244.23	\$276.62	\$1,256.29	304	\$56.20	\$2,358.72	\$32.35	\$2,447.28	\$47.06
15	100	\$244.23	\$276.62	\$1,256.29	304	\$56.20	\$2,358.72	\$32.35	\$2,447.28	\$47.06
16	100	\$244.23	\$276.62	\$1,256.29	310	\$57.31	\$2,358.72	\$32.35	\$2,448.39	\$47.08
17	100	\$244.23	\$276.62	\$1,256.29	336	\$62.12	\$2,358.72	\$32.35	\$2,453.19	\$47.18
18	100	\$244.23	\$276.62	\$1,256.29	352	\$65.08	\$2,358.72	\$32.35	\$2,456.15	\$47.23
19	100	\$244.23	\$276.62	\$1,256.29	319	\$58.97	\$2,358.72	\$32.35	\$2,450.05	\$47.12
20	100	\$244.23	\$276.62	\$1,256.29	274	\$50.66	\$2,358.72	\$32.35	\$2,441.73	\$46.96
21	100	\$244.23	\$276.62	\$1,256.29	269	\$49.73	\$2,358.72	\$32.35	\$2,440.81	\$46.94
22	100	\$244.23	\$276.62	\$1,256.29	248	\$45.85	\$2,358.72	\$32.35	\$2,436.93	\$46.86
23	100	\$244.23	\$276.62	\$1,256.29	239	\$44.18	\$2,358.72	\$32.35	\$2,435.26	\$46.83
24	100	\$244.23	\$276.62	\$1,256.29	238	\$44.00	\$2,358.72	\$32.35	\$2,435.08	\$46.83
33	100	\$244.23	\$276.62	\$1,256.29	288	\$53.24	\$2,358.72	\$32.35	\$2,444.32	\$47.01
34	100	\$244.23	\$276.62	\$1,256.29	288	\$53.24	\$2,358.72	\$32.35	\$2,444.32	\$47.01
35	100	\$244.23	\$276.62	\$1,256.29	288	\$53.24	\$2,358.72	\$32.35	\$2,444.32	\$47.01
36	100	\$244.23	\$276.62	\$1,256.29	298	\$55.09	\$2,358.72	\$32.35	\$2,446.17	\$47.04
37	100	\$244.23	\$276.62	\$1,256.29	322	\$59.53	\$2,358.72	\$32.35	\$2,450.61	\$47.13
38	100	\$244.23	\$276.62	\$1,256.29	285	\$52.69	\$2,358.72	\$32.35	\$2,443.77	\$47.00
39	100	\$244.23	\$276.62	\$1,256.29	259	\$47.88	\$2,358.72	\$32.35	\$2,438.96	\$46.90
40	100	\$244.23	\$276.62	\$1,256.29	259	\$47.88	\$2,358.72	\$32.35	\$2,438.96	\$46.90
41	100	\$244.23	\$276.62	\$1,256.29	259	\$47.88	\$2,358.72	\$32.35	\$2,438.96	\$46.90
42	100	\$244.23	\$276.62	\$1,256.29	259	\$47.88	\$2,358.72	\$32.35	\$2,438.96	\$46.90
43	100	\$244.23	\$276.62	\$1,256.29	259	\$47.88	\$2,358.72	\$32.35	\$2,438.96	\$46.90
44	100	\$244.23	\$276.62	\$1,256.29	271	\$50.10	\$2,358.72	\$32.35	\$2,441.18	\$46.95
TOTALS	3400	\$8,303.90	\$9,405.00	\$42,714.00	9996	\$1,848.00	\$80,196.60	\$1,100.00	\$83,144.60	\$1,598.93

ASHFORD LAND

Schedule of Proposed Contributions (Incl. GST) - Year 1 Only

25.10.19

LOT NO.	Contribution Schedule Lot Entitlement	Subsidiary Scheme Body Corporate Management Fees (Included in Administration Fund Total)	Principal Scheme Body Corporate Management Fees (Included in Administration Fund Total)	Principal Scheme Caretakers Fees (Included in Administration Fund Total)	Interest Schedule Lot Entitlement	Insurance Contribution (Included in Total Per Year)	Administration Fund (Included in Total Per Year)	Sinking Fund (Included in Total Per Year)	Total Per Lot Per Year	Amount Per Lot Per Week
3	100	\$255.59	\$302.50	\$2,619.62	338	\$70.67	\$2,115.66	\$32.35	\$2,218.68	\$42.67
4	100	\$255.59	\$302.50	\$2,619.62	285	\$59.59	\$2,115.66	\$32.35	\$2,207.60	\$42.45
5	100	\$255.59	\$302.50	\$2,619.62	285	\$59.59	\$2,115.66	\$32.35	\$2,207.60	\$42.45
6	100	\$255.59	\$302.50	\$2,619.62	316	\$66.07	\$2,115.66	\$32.35	\$2,214.08	\$42.58
7	100	\$255.59	\$302.50	\$2,619.62	316	\$66.07	\$2,115.66	\$32.35	\$2,214.08	\$42.58
8	100	\$255.59	\$302.50	\$2,619.62	316	\$66.07	\$2,115.66	\$32.35	\$2,214.08	\$42.58
9	100	\$255.59	\$302.50	\$2,619.62	338	\$70.67	\$2,115.66	\$32.35	\$2,218.68	\$42.67
10	100	\$255.59	\$302.50	\$2,619.62	344	\$71.92	\$2,115.66	\$32.35	\$2,219.93	\$42.69
11	100	\$255.59	\$302.50	\$2,619.62	358	\$74.85	\$2,115.66	\$32.35	\$2,222.86	\$42.75
12	100	\$255.59	\$302.50	\$2,619.62	283	\$59.17	\$2,115.66	\$32.35	\$2,207.18	\$42.45
13	100	\$255.59	\$302.50	\$2,619.62	289	\$60.43	\$2,115.66	\$32.35	\$2,208.43	\$42.47
14	100	\$255.59	\$302.50	\$2,619.62	304	\$63.56	\$2,115.66	\$32.35	\$2,211.57	\$42.53
15	100	\$255.59	\$302.50	\$2,619.62	304	\$63.56	\$2,115.66	\$32.35	\$2,211.57	\$42.53
16	100	\$255.59	\$302.50	\$2,619.62	310	\$64.82	\$2,115.66	\$32.35	\$2,212.82	\$42.55
17	100	\$255.59	\$302.50	\$2,619.62	336	\$70.25	\$2,115.66	\$32.35	\$2,218.26	\$42.66
18	100	\$255.59	\$302.50	\$2,619.62	352	\$73.60	\$2,115.66	\$32.35	\$2,221.61	\$42.72
19	100	\$255.59	\$302.50	\$2,619.62	319	\$66.70	\$2,115.66	\$32.35	\$2,214.71	\$42.59
20	100	\$255.59	\$302.50	\$2,619.62	274	\$57.29	\$2,115.66	\$32.35	\$2,205.30	\$42.41
21	100	\$255.59	\$302.50	\$2,619.62	269	\$56.24	\$2,115.66	\$32.35	\$2,204.25	\$42.39
22	100	\$255.59	\$302.50	\$2,619.62	248	\$51.85	\$2,115.66	\$32.35	\$2,199.86	\$42.31
23	100	\$255.59	\$302.50	\$2,619.62	239	\$49.97	\$2,115.66	\$32.35	\$2,197.98	\$42.27
24	100	\$255.59	\$302.50	\$2,619.62	238	\$49.76	\$2,115.66	\$32.35	\$2,197.77	\$42.26
33	100	\$255.59	\$302.50	\$2,619.62	288	\$60.22	\$2,115.66	\$32.35	\$2,208.22	\$42.47
34	100	\$255.59	\$302.50	\$2,619.62	288	\$60.22	\$2,115.66	\$32.35	\$2,208.22	\$42.47
35	100	\$255.59	\$302.50	\$2,619.62	288	\$60.22	\$2,115.66	\$32.35	\$2,208.22	\$42.47
36	100	\$255.59	\$302.50	\$2,619.62	298	\$62.31	\$2,115.66	\$32.35	\$2,210.32	\$42.51
37	100	\$255.59	\$302.50	\$2,619.62	322	\$67.32	\$2,115.66	\$32.35	\$2,215.33	\$42.60
38	100	\$255.59	\$302.50	\$2,619.62	285	\$59.59	\$2,115.66	\$32.35	\$2,207.60	\$42.45
39	100	\$255.59	\$302.50	\$2,619.62	259	\$54.15	\$2,115.66	\$32.35	\$2,202.16	\$42.35
40	100	\$255.59	\$302.50	\$2,619.62	259	\$54.15	\$2,115.66	\$32.35	\$2,202.16	\$42.35
41	100	\$255.59	\$302.50	\$2,619.62	259	\$54.15	\$2,115.66	\$32.35	\$2,202.16	\$42.35
42	100	\$255.59	\$302.50	\$2,619.62	259	\$54.15	\$2,115.66	\$32.35	\$2,202.16	\$42.35
43	100	\$255.59	\$302.50	\$2,619.62	259	\$54.15	\$2,115.66	\$32.35	\$2,202.16	\$42.35
44	100	\$255.59	\$302.50	\$2,619.62	271	\$56.66	\$2,115.66	\$32.35	\$2,204.67	\$42.40
TOTALS	3400	\$8,690.00	\$10,285.00	\$89,067.00	9996	\$2,090.00	\$71,932.30	\$1,100.00	\$75,122.30	\$1,444.66

PART A - STATUTORY DISCLOSURE
PROPOSED COMMUNITY MANAGEMENT STATEMENT -
ASHFORD LAND CTS

A copy of the proposed community management statement for the Scheme (**Proposed CMS**) follows this page.

Prior to Settlement, if necessary, the Seller will cause the Proposed CMS to be amended to effect the following (without limitation):

1. if required, to further identify the lots affected by a statutory easement in Schedule D; and
2. if required, to identify or further identify the location of services on the service location diagram(s).

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only

CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name of community titles scheme
Ashford Land community titles scheme

2. Regulation module
Accommodation Module

3. Name of body corporate
Body Corporate for Ashford Land community titles scheme

4. Scheme land

Lot on Plan Description	Title Reference
Common Property of Ashford Land CTS	to issue from
Lots 3 to 14 & 33 to 40 on SP 316692	to issue from

5. #Name and address of original owner
MIRVAC QUEENSLAND PTY LTD ACN 060 411 207
Level 17, 123 Eagle Street, Brisbane

6. Reference to plan lodged with this statement
SP 316692

first community management statement only

7. Local Government community management statement notation

..... signed
 name and designation
 Brisbane City Council..... name of Local Government

8. Execution by original owner/Consent of body corporate

MIRVAC QUEENSLAND PTY LTD ACN 060 411 207

/ /
Execution Date

***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.

Ashford Land community titles scheme

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 3 on SP 31662	100	338
Lot 4 on SP 31662	100	285
Lot 5 on SP 31662	100	285
Lot 6 on SP 31662	100	316
Lot 7 on SP 31662	100	316
Lot 8 on SP 31662	100	316
Lot 9 on SP 31662	100	338
Lot 10 on SP 31662	100	344
Lot 11 on SP 31662	100	358
Lot 12 on SP 31662	100	283
Lot 13 on SP 31662	100	289
Lot 14 on SP 31662	100	304
Lot 33 on SP 31662	100	288
Lot 34 on SP 31662	100	288
Lot 35 on SP 31662	100	288
Lot 36 on SP 31662	100	298
Lot 37 on SP 31662	100	322
Lot 38 on SP 31662	100	285
Lot 39 on SP 31662	100	259
Lot 40 on SP 31662	100	259
TOTAL	2,000	6,059

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

1. The contribution schedule principle under section 46(7) of the *Body Corporate and Community Management Act 1997 (BCCM Act)* on which the contribution schedule lot entitlements for the community titles scheme has been decided is the **equality principle**.

Ashford Land community titles scheme

PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

The interest schedule lot entitlements for lots in the community titles scheme reflect the respective market values of the lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

1. Dictionary

Accommodation Module means the *Body Corporate and Community Management (Accommodation Module) Regulation 2008*.

Concept Plan means the concept plan attached to this Schedule titled "Concept Plan".

CTS means community titles scheme.

Development Lot means a lot which may or may not be a lot presently included in the Scheme which:

- (a) or a portion of which is intended to be further subdivided as part of the carrying out of a future stage of the Scheme; and
- (b) has been or may in the future be created from the Land.

Development Lot Owner means an owner of a Development Lot.

Land means:

LOT ON PLAN	TITLE REFERENCE
Lot 900 on SP 316691	to issue

2. Interpretation and terms not defined

- 2.1 This Schedule B is to be interpreted, so far as possible, in accordance with the interpretation provisions set out in Schedule C of this CMS.
- 2.2 Terms not defined in this Schedule B, but defined in Schedule C of this CMS, have the meanings given to them in Schedule C of this CMS.

3. Layered arrangement

- 3.1 The Scheme is part of a layered arrangement of CTS's within the meaning of Section 18 of the BCCM Act.
- 3.2 The Scheme is a subsidiary scheme of and a lot included in the as Ashford Principal community titles Scheme (**Principal Scheme**).
- 3.3 The Principal Scheme includes a Development Lot(s) which is intended to be progressively subdivided and developed into:
 - (a) further stages of the scheme as set out below; and
 - (b) a second subsidiary scheme of the Principal scheme to comprise building formats lots to be developed on a staged basis.

Ashford Land community titles scheme

4. Further development of Scheme

4.1 It is intended that the Scheme will be progressively developed in a number of stages as follows:

Number of Stage	Estimated Number of Lots
Stage 1	20 lots- already carried out
Stage 2	10 lots
Stage 3	4 lots

4.2 On the further carrying out of each stage of the development of the Scheme, additional Common Property may be created.

4.3 Generally, further stages of the Scheme will be created by subdividing a Development Lots (which will have been created from the subdivision of the Land).

4.4 The Development Lots, if not already included in the Scheme, will be progressively included into the Scheme as the staging occurs. The Body Corporate must consent to the recording of any new CMS which includes a Development Lot into the Scheme and any other associated documentation.

4.5 A Development Lot Owner may amalgamate or further subdivide or reconfigure any Development Lot for the purposes of realigning lot boundaries or creating larger or smaller Development Lots.

4.6 Future stages may be carried out and included in the Scheme in any order and at any time.

5. Concept Plan

5.1 The intended further carrying out of the development of the Scheme is shown on the Concept Plan.

5.2 The Concept Plan is illustrative only. It does not fix or accurately specify the location of any stage of the Scheme or Common Property.

5.3 The Original Owner may make changes to the Concept Plan at any time. The Body Corporate must consent to the recording of any new CMS and cause its recording to facilitate this.

6. Variations

6.1 A Development Lot Owner may, at its discretion, make variations to the way the development of the Scheme is carried out including:

- (a) amalgamating intended stages or Development Lots;
- (b) carrying out the construction of multiple intended stages at once as a single stage;
- (c) varying the location, configuration, size, type and number of intended stages;
- (d) changing the configuration of Development Lots;
- (e) creating further Development Lots or Common Property from the Land; and
- (f) not proceeding with the development or creation of one or more of the intended stages parts of them.

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7. Subdivisional plans

7.1 Generally, the further carrying out of the development and staging of the Scheme will be effected by subdividing, using any type of plan and accompanying CMS's and other documentation:

- (a) the Land or parts thereof; or
- (b) Development Lots or parts thereof.

7.2 Reference to survey plan numbers in this Schedule B is for convenience and may be changed if required or if those numbers are not available.

8. Dealings with Common Property

8.1 The Common Property or some portions of it may from time to time be subject to easements or other arrangements concerning public use, public parkland, recreational areas, public access, for utility services and infrastructure. In that case, the Scheme may be responsible for the insurance, maintenance and upkeep of the relevant Common Property.

8.2 Common Property may:

- (a) benefit from easements, for example, for drainage purposes or access purposes; and
- (b) be subject to access easements in order to facilitate the carrying out of the development of the Scheme.

9. Removal of undeveloped land

9.1 A Development Lot Owner may, at any time, remove any of the Land or Development Lot or parts thereof which is owned by the Development Lot Owner from the Scheme.

9.2 The Body Corporate must consent to the recording of any new CMS, sign any subdivisional plan or other document and do any other thing reasonably required by a Development Lot Owner to facilitate removal from the Scheme.

10. Rights of Development Lot Owner

10.1 The rights conferred on a Development Lot Owner:

- (a) as set out in this Schedule B may be exercised in the total discretion of a Development Lot Owner; and
- (b) are to be interpreted to give the maximum flexibility, rights and powers to enable the further carrying out of the development of the Scheme by a the Development Lot Owner.

10.2 A Development Lot Owner may:

- (a) at any time, enter upon the Common Property and undertake works on, to or within the Common Property, any Development Lot or the Land of any kind required for the further carrying out of the development of the Scheme, including:
 - (i) excavation and earthworks;
 - (ii) construction of improvements generally, temporary or permanent; and
 - (iii) construction, modifications and changes necessary to establish utility infrastructure and utility services and connections thereto.

Ashford Land community titles scheme

- (b) without the consent of the Body Corporate:
 - (i) gain access at any time over the Common Property to the place or area of works, with or without vehicles, building goods and materials, machinery and equipment;
 - (ii) damage the Common Property for the purpose of carrying out the further development;
 - (iii) use the Common Property for support, both temporary and permanent;
 - (iv) allow building equipment to be placed on or to overhang over the Common Property;
 - (v) temporarily, including for extended periods, close off access to areas of the Common Property;
 - (vi) build improvements, temporary and permanent, on Common Property; and
 - (vii) install and keep signage on the Common Property; and
- (c) exercise its rights in the company of or through its nominees or agents.

10.3 A Development Lot Owner:

- (a) must re-instate and rectify any damage done to the Common Property in exercising its rights under this Schedule B to a standard in keeping with the balance of the Scheme; and
- (b) is not required to re-instate or rectify any works done which are in the nature of proper and permanent improvements.

11. Future allocations for the Principal Scheme (Section 66(1)(f)(ii) BCCM Act)

11.1 No future allocations are proposed for the purposes of section 66(1)(f)(ii) of the BCCM Act.

12. Obligations of Body Corporate

12.1 The Body Corporate must, to the fullest extent possible, co-operate with a Development Lot Owner and facilitate and enable the:

- (a) exercise of rights; and
 - (b) further carrying out of the development of the Scheme,
- as contemplated in this Schedule B.

12.2 The Body Corporate, any Owners and Occupiers must:

- (a) not object to;
- (b) not do anything that in any way hinders, prevents or delays;
- (c) give all necessary consents to enable and facilitate;
- (d) pass all necessary resolutions (including resolutions of the Body Corporate required to be passed without dissent) to enable and facilitate;
- (e) sign all consents, survey plans and documents including new CMS's, building management statements, transfers, survey plans, easements, surrenders of easements as required by a Development Lot Owner to enable and facilitate; and

Ashford Land community titles scheme

- (f) grant exclusive use rights, special privilege rights, access licenses and other rights as required by a Development Lot Owner to enable and facilitate,

the further carrying out of the development of the Scheme as contemplated in this Schedule B.

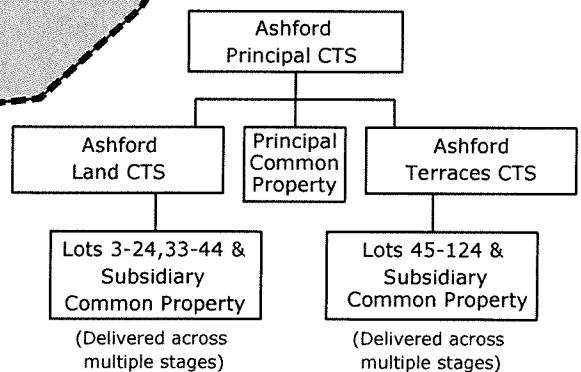
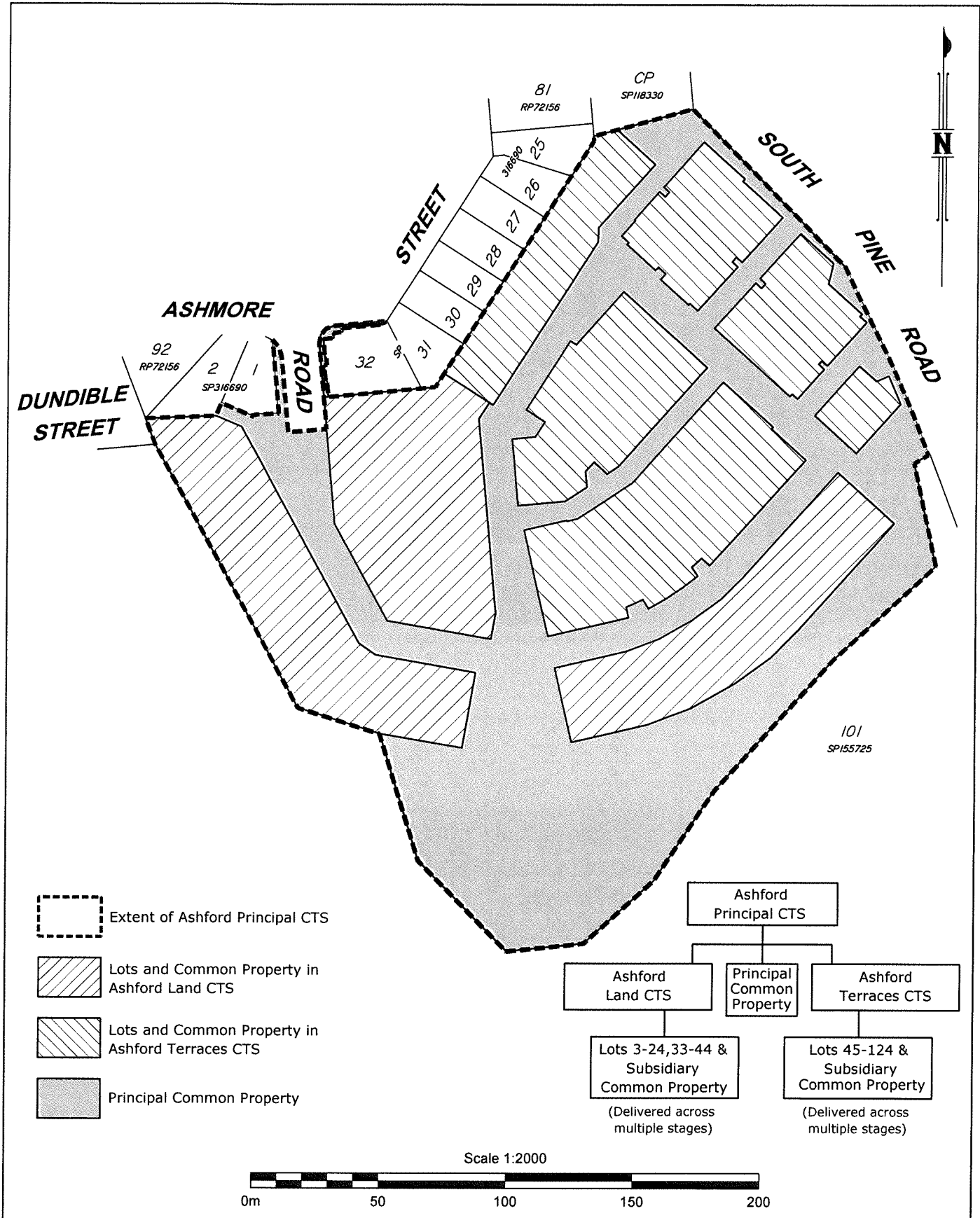
13. Entrenchment of rights of further development

Until the further carrying out of the development of the Scheme as contemplated in this Schedule B has been concluded, this CMS must not be changed so as to in any way derogate or limit the rights of a Development Lot Owner without the prior written consent of each Development Lot Owner.

14. Severance

If any provisions of this Schedule B are void, voidable, unenforceable or not legal in any way, then that provision and, where possible, the infringing part of that provision only, will be severed.

DRAFT



Ashford Land community titles scheme

SCHEDULE C BY-LAWS

1. Interpretation

These By-Laws are to be interpreted in accordance with the following rules:

- (a) terms not defined in this CMS but defined in the BCCM Act have the meanings given to them in the BCCM Act.
- (b) headings are for guidance only and are not to be used as an aid in interpretation.
- (c) plurals include the singular and singular include the plural.
- (d) reference to either gender includes a reference to the other gender.
- (e) reference to the whole includes any part of the whole.
- (f) reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (g) in any combination or list of options, the use of the word **or** is not used as a word of limitation.
- (h) use of the word **including** and any similar expression is not used as a word of limitation.
- (i) reference to a person includes a firm, a body corporate, an unincorporated association or an authority.
- (j) all By-Laws must be construed so as to be valid, legal or enforceable in all respects. If any By-law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such By-law cannot be read down it is deemed void and is severed and the remaining By-laws are not in any way affected or impaired.

2. Definitions

In this CMS, unless the contrary intention appears:

- (a) **Authority** means any body, government or otherwise, or person having or exercising control over the use or the operation of the Scheme.
- (b) **BCCM Act** means the *Body Corporate and Community Management Act 1997* and the Regulation Module applying to the Scheme.
- (c) **Body Corporate** means the body corporate of the Scheme.
- (d) **Breach** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:
 - (i) these By-Laws;

Ashford Land community titles scheme

- (ii) the BCCM Act; or
- (iii) any covenant, easement or other encumbrance over the Common Property.
- (e) **By-Laws** means these by-laws.
- (f) **CMS** means a community management statement.
- (g) **Common Property** means the common property of the Scheme.
- (h) **Costs** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever.
- (i) **Developer** means the Original Owner and any Development Lot Owner.
- (j) **Development Lot Owner** means each person, if any, who immediately before the Scheme is changed by the addition of a further stage of the Scheme, is a registered owner of the lot being developed as the further stage of the Scheme.
- (k) **Display Lot** means a Lot or Lots used to promote sales.
- (l) **Invitee** includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee or licensee of an Owner or Occupier.
- (m) **Lot** means a lot included in the Scheme and includes:
 - (i) all improvements constructed on or within the Lot; and
 - (ii) any areas of Common Property which may be used by occupants of the lot under an exclusive use By-law allocation.
- (n) **Lot Utility Infrastructure** means utility infrastructure which is not Common Property as contemplated by section 20(1)(b) of the BCCM Act.
- (o) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.
- (p) **Occupier** means:
 - (i) each Owner; and
 - (ii) any occupier of a Lot and includes:
 - (A) a mortgagee in possession;
 - (B) a tenant or lessee (of a Lot or a part of a Lot); and
 - (C) an occupier of a part of a Lot,
- (q) **Original Owner** means MIRVAC QUEENSLAND PTY LTD ACN 060 411 207 (**Mirvac**) or any other party nominated in writing to the Body Corporate by Mirvac.
- (r) **Owner** has the meaning defined by the BCCM Act and includes the successors in title and assigns of the Owner.

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(s) Pets:

- (i) includes dogs, cats, birds and other animals normally kept as pets; and
- (ii) do not include exotic animals or other animals which are inappropriate for residential uses such as the Scheme, for example, farm animals, snakes or wildlife.

(t) **Scheme** means Ashford Land community titles scheme.

(u) **Scheme Land** means all the land included in the Scheme.

(v) **Secretary** means the secretary of the Body Corporate.

3. Observance of By-Laws and Peaceful Enjoyment

3.1 Occupiers must observe and ensure that their Invitees observe these By-Laws.

3.2 Occupiers must not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers.

3.3 An Owner whose Lot is the subject of a tenancy or other occupancy arrangement must take all reasonable steps to ensure their Occupier observes these By-Laws.

3.4 An Owner must give a copy of these By-Laws to any Occupier of their Lot.

4. Vehicles

4.1 An Occupier must not, without the Body Corporate's written approval:

- (a) park a vehicle or allow a vehicle to stand on the Common Property; or
- (b) permit an Invitee to park a vehicle or allow a vehicle to stand on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitor's vehicles.

4.2 An approval under sub-section 1, with the exception of designated visitor parking:

- (a) must state the period for which it is given; and
- (b) may be revoked by giving 7 days written notice to the Owner or Occupier.

4.3 The Body Corporate is empowered to remove, at the expense of the vehicle's owner, vehicles parked illegally on Common Property.

4.4 Vehicles parked within the Scheme must be kept clean and in a roadworthy condition.

4.5 Without limiting By-law 4.1, an owner or Occupier must not park a vehicle;

- (a) on any road verge which is Common property unless it is a designated parking area; or
- (b) on a private driveway in a manner so that the vehicle overhangs Common Property.

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5. Use of Lots

- 5.1 Subject to these By-Laws (including the rights of a caretaking service contractor or party holding a letting authorisation from the Body Corporate), Lots may only be used for residential purposes.
- 5.2 Lots must not be used:
- (a) for any purpose that may cause a nuisance or hazard;
 - (b) in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;
 - (c) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme;
or
 - (d) for any purpose that may endanger the safety of persons within the Scheme.
- 5.3 Occupiers may, providing that it is lawful to do so, carry out a home occupation or business from a Lot and may receive visitors for that purpose providing the:
- (a) use does not conflict with the rights of any caretaking service contractor or party holding a letting authorisation from the Body Corporate;
 - (b) use is lawful and all necessary permits for the use are held;
 - (c) use does not unreasonably interfere with the amenity of other Occupiers; and
 - (d) Occupier obeys the reasonable directions and requirements of the Body Corporate.
- 5.4 Flammable substances must not be stored within Lots unless the substance is used for normal domestic use.
- 5.5 No auction sale is to be conducted or to take place within the Scheme.

6. Maintenance of Lots

Occupiers must:

- (a) maintain and repair;
- (b) keep clean;
- (c) maintain and manicure gardens and lawns;
- (d) prevent the excessive growth of grass and other vegetation,

in respect of their Lot, in keeping with the standard and uniformity of the Scheme, and so that the Lot is not unsightly or offensive in appearance to other Occupiers.

Ashford Land community titles scheme

7. Works to Lots

- 7.1 This By-law does not apply in relation to construction of improvements on a Lot by the Original Owner or as authorised by the Original Owner.
- 7.2 Subject to By-Law 7.3, an Occupier must not, in any way, carry out works to improvements constructed on a Lot without the prior approval in writing of the Body Corporate.
- 7.3 No approval of the Principal Body Corporate is necessary in respect of:
- (a) routine garden maintenance;
 - (b) routine maintenance of the internal areas of improvements constructed on a Lot such as associated with utility supply;
 - (c) works to the internal areas of improvements constructed on a Lot in the nature of painting of internal walls and replacement of finishes, providing that the colours and finishes which are externally visible are in keeping with the colours and finishes used in the Scheme.
- 7.4 An Owner must, in respect of any works to improvements constructed on a Lot;
- (a) submit detailed plans and specifications and any other details required by the Body Corporate in respect of any proposed works for which the owner seeks the approval of the Body Corporate; and
 - (b) ensure compliance with, any Building Covenants which may have applied to the relevant Lot at the time it was first developed by the Original Owner.
- 7.5 The Body Corporate:
- (a) must, in considering a request for approval of Works under this By-law, have regard to, and endeavour to ensure compliance with, any Building Covenants which may have applied to the relevant Lot at the time it was first developed or sold by the Original Owner; and
 - (b) must, subject to the provisions of this By-law, not unreasonably withhold its approval to works, and may give its approval subject to reasonable conditions.
- 7.6 Any approval given by the Body Corporate to an alteration is conditional upon the Owner first obtaining all necessary Council approvals to the works.

8. Appearance of Lots

- 8.1 The purpose of this By-law is to ensure that the Scheme:
- (a) is visually uniform and tidy in appearance; and
 - (b) includes garden areas and plants which are compatible with the landscaping of the Scheme generally.
- 8.2 Unless approved in writing by the Body Corporate, an Occupier must not:
- (a) hang any washing, bedding or other articles;
 - (b) display any sign, banner, advertisement or similar articles;

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- (c) keep on the balcony anything not ordinarily kept on a balcony area as determined by the Body Corporate;
 - (d) use any part of the Lot for storage;
 - (e) keep any oversized plants (as determined by the Body Corporate); or
 - (f) install any aerials, receivers or the like,
- if unsightly from outside of the Lot.

8.3 An Occupier must not install:

- (a) window finishes; or
- (b) screening or security devices,

unless they otherwise comply with any pre-approved specifications or otherwise first approved in writing by the Body Corporate. The Body Corporate must have regard to the purpose of this By-law in giving any approval.

8.4 Letter boxes must be regularly cleared.

8.5 An Occupier:

- (a) of a Lot which contains any garden area or feature plants must maintain that area or plants; and
 - (b) must maintain any external sliding screen on any doorway of their Lot,
- so as to achieve the purposes of this By-Law.

9. Power to enter Lots

9.1 A person authorised by the Body Corporate (an authorised person) may enter a Lot included in the Scheme, or Common Property the subject of an exclusive use by-law, and remain on the Lot or Common Property while it is reasonably necessary:

- (a) to inspect the Lot or Common Property and find out whether work the Body Corporate is authorised or required to carry out is necessary; or
- (b) to carry out work the Body Corporate is authorised or required to carry out.

9.2 The power of entry may be exercised:

- (a) in an emergency - at any time, with or without notice of intended entry given to any person; and
- (b) in other cases:
 - (i) for entry to the Lot mentioned in By-law 9.1 - at a reasonable time after at least 7 days written notice of the intended entry has been given to:
 - (A) the owner of the Lot; or

Ashford Land community titles scheme

- (B) if the owner is not in occupation of the Lot - the occupier of the Lot; and
- (ii) for entry to the Common Property mentioned in By-law 9.1 - at a reasonable time after at least 7 days written notice of the intended entry has been given to:
 - (A) the Owner of the Lot to which the exclusive use by-law attaches; or
 - (B) if the Owner of the Lot mentioned in By-law 9.2(b)(ii)(A) is not in occupation of the Common Property - the occupier of the Common Property; and
- (iii) in compliance with the security or other arrangements or requirements ordinarily applying for persons entering the Lot or the Common Property.

10. Behaviour of Occupiers and Invitees

10.1 All persons within the Scheme:

- (a) must not make or permit any noise likely to unreasonably interfere with the peaceful enjoyment of others;
- (b) must take all practical means to minimise annoyance to others including by closing doors, windows and curtains;
- (c) leaving or entering after 11.00 pm must do so quietly; and
- (d) unless within the privacy of a Lot, must be appropriately dressed.

11. Waste Disposal

11.1 Waste must:

- (a) be kept in a waste receptacle within a Lot or on Common Property areas designated for keeping waste;
- (b) be stored and disposed of in a manner that will not adversely affect the amenity, health, hygiene or comfort of others; and
- (c) not be deposited on the Common Property.

11.2 Occupiers must comply with any waste storage and removal system adopted by the Body Corporate.

11.3 The Body Corporate must give and is empowered to give any indemnities in favour of the local authority or other Authorities to facilitate the removal of waste including in relation to damage caused to improvements and infrastructure by waste removal vehicles.

11.4 Unless a service contractor is otherwise engaged to perform the function, any waste bins left for collection must be removed by the relevant Occupant whose waste bin it is from the Common Property or the road verge within 24 hours of collection.

12. Keeping of Pets

12.1 Occupiers keeping Pets must comply with the following conditions, as applicable to their Pet:

- (i) Pets must wear an identification tag, tattoo or microchip;

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- (ii) if required by law to be licensed or registered, Pets are licensed or registered;
- (iii) clean and remove any mess left on Common Property by any Pet under their control;
- (iv) ensure that Pets are appropriately restrained while on Common Property;
- (v) ensure Pets are at all times kept clean, quiet, controlled and within their Lot;
- (vi) Pets are not allowed in the recreation areas; and
- (vii) a maximum of 2 Pets are permitted within a Lot at any time unless otherwise approved by the Body Corporate.

12.2 An Occupier who fails to comply with the conditions in By-law 12.1, must remove their Pet from the Scheme if directed by the Body Corporate.

12.3 Occupiers mentioned in section 5 of the Guide, Hearing and Assistance Dogs Act 2009 (Qld) have the right to be accompanied by a guide dog while within the Scheme.

12.4 Animals which are not Pets may not be kept within the Scheme.

13. Broadband Infrastructure

13.1 The Body Corporate acknowledge that:

- (a) any Pit and Pipe Works (other than Horizontal MDU Pit and Pipe Works) within the Scheme vest in NBN Co Limited, free of encumbrances, and are the sole property of NBN Co Limited; and
- (b) as owner, NBN Co Limited has the right to maintain, repair, alter, remove or replace the Pit and Pipe Works

13.2 Where there are any Pathways Works or Horizontal MDU Pit and Pipe Works within the Scheme the Body Corporate grants a licence to NBN Co Limited for:

- (a) the exclusive use of any Pathways (a) and any Horizontal MDU Pit and Pipe Works; and
- (b) the non-exclusive use of other Pathway Works (subject to Minimum Spatial Requirements).

13.3 The Body Corporate, each Owner and Occupier agrees that in accordance with Schedule 3 of the Telecommunications Act and any associated instruments (Schedule 3), they waive and agree to waive:

- (a) their rights to be given notice in relation to any activity to be undertaken within the Scheme or any areas ancillary to the Scheme which is authorised under Schedule 3; and
- (b) any right they may have to object to those activities.

13.4 The Body Corporate, each Owner and Occupier agrees if requested by NBN Co Limited, confirm and agree to the matters set out in this By-law in a form reasonably satisfactory to NBN Co Limited.

13.5 Terms used in this By-law have the meanings given to them in the Short Form Development Agreement entered into by the original owner to enable the Scheme to be part of the National Broadband Network.

Ashford Land community titles scheme

SELLER'S NOTE: THIS BY-LAW MAY BE AMENDED ONCE THE TERMS AND REQUIREMENTS OF NBN ARE KNOWN. NO REPRESENTATION IS MADE BY THE SELLER THAT NBN WILL BE AVAILABLE TO THE SCHEME AT SETTLEMENT.

14. Various matters concerning Common Property

- 14.1 Washing of vehicles must only occur in designated areas (if any).
- 14.2 Any designated speed limits must be complied with.
- 14.3 Occupiers must not:
 - (a) interfere with the lawful use of the Common Property;
 - (b) interfere with the use of access ways or any easement or BMS giving access to or through the Common Property;
 - (c) use Common Property facilities for any purpose for which they were not intended for use;
 - (d) alter, operate, damage or in any way deface the Common Property or any Body Corporate asset; or
 - (e) smoke cigarettes or any other substance whilst on Common Property.
- 14.4 Occupiers must give Notice to the Body Corporate of any accident which occurs or arises out of or relates to Common Property.

15. Supply of Utilities

- 15.1 This By-law applies to the supply of any utilities by the Body Corporate (**Metered Utilities**) including:
 - (a) hot water from a central hot water system;
 - (b) chilled water for air conditioning;
 - (c) any form of energy.
- 15.2 The Body Corporate must not supply a Metered Utility to a Lot unless:
 - (a) there is a functioning supply meter to measure the supply of the Metered Utility to the Lot, except for gas which is unmetered; and
 - (b) the Occupier and the Body Corporate have entered into an agreement for the supply of the Metered Utility to the Lot (Supply Agreement).
- 15.3 A Supply Agreement:
 - (a) must comply with any requirements of the law;
 - (b) must require the Occupier of the Lot (who elects to take utility supply from the Body Corporate) to pay the Body Corporate for the supply of the Metered Utility during billing periods determined by the Body Corporate (which must be the same for each Lot);

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- (c) must provide that the amount payable for the Metered Utility is to be the total of:
 - (i) any administration, maintenance or service cost apportioned or calculated per Lot; and
 - (ii) the total cost to the Body Corporate of the utility or other consumable used in the Metered Utilities, divided between the Lots and Common Property according to the metered supply to each Lot in the billing period;
- (d) may require payment of a security deposit as determined from time to time by the Body Corporate; and
- (e) must entitle the Body Corporate to cut off the supply of the Metered Utility to a Lot if the Occupier of the Lot does not pay an account within the payment period specified by the Body Corporate (which must be the same for each Lot).

15.4 The Body Corporate:

- (a) may refuse to enter into Supply Agreements with a person who is not the Occupier of the Lot; and
- (b) must not refuse to enter into a Supply Agreement with an Occupier of a Lot if the Occupier:
 - (i) has paid the required security deposit; and
 - (ii) is not in arrears for the previous supply of a Metered Utility.

15.5 A Supply Agreement cannot require a new Owner or Occupier of a Lot to pay arrears owing under a Supply Agreement with a previous Occupier of the Lot unless:

- (a) the ownership of the Lot has changed as a result of an inheritance or a family or defacto law disposition; or
- (b) the arrears are owed by the tenant of the person seeking the new Supply Agreement.

15.6 An Owner or Occupier must not in any circumstances interfere with a Metered Utility meter or any of the plant and equipment under which a Metered Utility is supplied, other than to carry out maintenance that:

- (a) is the Owners responsibility; and
- (b) has been approved in writing by the Body Corporate and is carried out by a tradesperson approved by the Body Corporate.

16. Exclusive Rights of Caretaker and Letting Agent

- 16.1 While a party holds an authorisation from the Body Corporate to act as a letting agent for the Scheme (**Letting Authorisation**), that party may conduct a letting and selling agents business from the Scheme (including from within any Lot in the Scheme) to the exclusion of all others.
- 16.2 While a caretaking service contractor is engaged by the Body Corporate to manage and maintain the Common Property (**Caretaking Engagement**), that service contractor may provide its services to the Body Corporate (in accordance with the terms of that engagement) to the exclusion of all others.

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- 16.3 The authorised or engaged party may display such signs and advertisements on the Common Property as is reasonably required by it in the performance of its duties and in the exercise of its rights under any authorisation or engagement.
- 16.4 Whilst a party holds a Letting Authorisation or Caretaking Engagement (**Agreements**), the Body Corporate will not:
- (a) directly or indirectly provide any of the services set out in the Agreement;
 - (b) permit any person, including its staff to carry on or render or be concerned in any business which competes with the business carried on under the Agreements;
 - (c) enter into with any other person an agreement, authority or appointment which is similar to the Agreements; and
 - (d) make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on under the Agreements.

17. Display Lot and Promotional Functions

Despite anything else in these By-Laws, the Original Owner may:

- (a) use or permit any Lot to be used, for the purposes of a Display Lot;
- (b) erect or permit signage to be erected within the Scheme concerning the sale and marketing of Lots within the Scheme and any development of which the Scheme forms part; and
- (c) carry out promotional and marketing functions from the Common Property.

18. Carrying out development of Scheme

18.1 A Developer may:

- (a) at any time, without the consent of the Body Corporate, enter upon the Common Property and undertake works on, to or within the Common Property, required for the further carrying out of the development of the Scheme, including:
 - (i) excavation and earthworks;
 - (ii) construction of improvements generally, temporary or permanent;
 - (iii) construction, modifications and changes necessary to establish utility infrastructure and utility services and connections thereto;
- (b) without the consent of the Body Corporate:
 - (i) gain access at any time over the Common Property to the place or area of works, with or without vehicles, building goods and materials, machinery and equipment;
 - (ii) damage the Common Property for the purpose of carrying out the further development;

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- (iii) use Common Property for support, both temporary and permanent;
 - (iv) allow building equipment to be placed on or to overhang over Common Property;
 - (v) temporarily, including for extended periods, close off areas of Common Property;
 - (vi) build improvements, temporary and permanent, on Common Property; and
 - (vii) install and keep signage on the Common Property;
- (c) exercise its rights in the company of or through its contractors, nominees and agents.

18.2 A Developer:

- (a) must re-instate and rectify any damage done to the Common Property in exercising its rights under this By-law to a standard in keeping with the balance of the Scheme; and
- (b) is not required to re-instate or rectify any works done which are in the nature of proper and permanent improvements.

18.3 While any construction or building operations are occurring within the Scheme, Occupiers must comply with the reasonable directions of any Developer (and persons authorised by it) including concerning safety directions and any altered traffic (vehicle and pedestrian) flow directions.

18.4 The Body Corporate must, to the fullest extent possible, co-operate with a Developer and facilitate and enable the:

- (a) exercise of rights; and
- (b) further carrying out of the development of the Scheme,

as contemplated in this By-law.

18.5 The Body Corporate, any Owners and Occupiers must:

- (a) not object to;
- (b) not do anything that in any way hinders, prevents or delays;
- (c) give all necessary consents to enable and facilitate;
- (d) pass all necessary resolutions (including resolutions of the Body Corporate required to be passed without dissent) to enable and facilitate;
- (e) sign all consents, survey plans and documents including new CMS's, building management statements, transfers, survey plans, easements, surrenders of easements as required by a Developer to enable and facilitate; and
- (f) grant exclusive use rights, special privilege rights, access licenses and other rights as required by a Developer to enable and facilitate,

the further carrying out of the development of the Scheme as contemplated in this By-law.

Ashford Land community titles scheme

18.6 The rights of a Developer under this By-law apply notwithstanding any inconsistency with any other By-law. For example, By-laws regarding alteration to Lots, maintenance and upkeep, insurance, acoustics, flammable substances, auction sales and the like do not apply to Developer carrying out the further development of the Scheme.

19. Local Government Mandated Conditions

The development approval for the Scheme requires either that this Community Management Statement contain By-Laws as set out in this Part or that the Original Owner make disclosure to the Owners and Occupiers of certain matters as set out below.

Stormwater

CONDITION	
121	<p>Stormwater Quality (MCU)</p> <p>Manage stormwater quality in accordance with this condition.</p> <p>121(a) Implement Stormwater Quality Management</p> <p>Implement the stormwater quality treatment strategy outlined within the APPROVED DRAWINGS AND DOCUMENTS and any engineering drawings and documents approved pursuant to conditions contained in this development approval. Where a proprietary stormwater quality improvement device has been used to meet the water quality objectives, ensure the device has been approved by Brisbane City Council for use in achieving the water quality targets and meets the required manufacturers specifications (in terms of number and size of units and any pre-treatment requirements).</p> <p>Note: This condition does not require any further approval from Council.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW), and then to be maintained.</p> <p>121(b) Water Quality Maintenance Management Plan</p> <p>Prepare and implement a Water Quality Maintenance Management Plan in accordance with the Water by Design 'WSUD Technical Design Guidelines for South East Queensland'. The plan must be prepared and certified by a Registered Professional Engineer Queensland.</p> <p>Note: This condition does not require any further approval from Council.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW), and then to be maintained.</p> <p>121(c) Submit Certification</p> <p>Submit to Development Services certification from a Registered Professional Engineer Queensland confirming that the stormwater quality treatments strategy required pursuant to part (a) of this condition has been implemented and where a proprietary stormwater quality improvement device has been used to meet the water quality objectives, the device has been approved by Brisbane City Council for use in achieving the water quality targets and meets the required manufacturers specifications (in terms of number and size of units and any pre-treatment requirements).</p> <p>Note: Manufacturers that have approved devices by Brisbane City Council will be able to</p>

Ashford Land community titles scheme

CONDITION	
	<p>provide evidence of Council approval for use.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW).</p> <p>121(d) Maintain Management Plans</p> <p>Maintain the certified Water Quality Maintenance Plan and the stormwater quality treatment strategy required pursuant to part (a) of this condition. Include the Water Quality Maintenance Plan in any building management strategy, building management statement or community management statement.</p> <p>Timing: To be maintained.</p>
180	<i>Clause repeated as in 121 above</i>
237	<p>Stormwater Quality (MCU)</p> <p>Manage stormwater quality in accordance with this condition.</p> <p>Manage stormwater quality to the proposed bio-basin and the new wetland to ensure the design is in accordance with the approved Stormwater Operation Works Plans and the hydraulics requirements of the bio-basin and wetland, to achieve the intended purpose of the bio-basin and the new wetland.</p> <p>237(a) Implement Stormwater Quality Management</p> <p>Implement the stormwater quality treatment strategy outlined within the APPROVED DRAWINGS AND DOCUMENTS and any engineering drawings and documents approved pursuant to conditions contained in this development approval. Where a proprietary stormwater quality improvement device has been used to meet the water quality objectives, ensure the device has been approved by Brisbane City Council for use in achieving the water quality targets and meets the required manufacturers specifications (in terms of number and size of units and any pre-treatment requirements).</p> <p>Note: This condition does not require any further approval from Council.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW), and then to be maintained.</p> <p>237(b) Water Quality Maintenance Management Plan</p> <p>Prepare and implement a Water Quality Maintenance Management Plan in accordance with the Water by Design 'WSUD Technical Design Guidelines for South East Queensland'. The plan must be prepared and certified by a Registered Professional Engineer Queensland.</p> <p>Note: This condition does not require any further approval from Council.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW), and then to be maintained.</p> <p>237(c) Submit Certification</p> <p>Submit to Development Services certification from a Registered Professional Engineer Queensland confirming that the stormwater quality treatments strategy required pursuant to part (a) of this condition has been implemented and where a proprietary stormwater quality improvement device has been used to meet the water quality objectives, the device has been approved by Brisbane City Council for use in achieving the water quality targets and meets the required manufacturers specifications (in terms of number and size of units</p>

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CONDITION	
	<p>and any pre-treatment requirements).</p> <p>Note: Manufacturers that have approved devices by Brisbane City Council will be able to provide evidence of Council approval for use.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW).</p> <p>237(d) Maintain Management Plans</p> <p>Maintain the certified Water Quality Maintenance Plan and the stormwater quality treatment strategy required pursuant to part (a) of this condition. Include the Water Quality Maintenance Plan in any building management strategy, building management statement or community management statement.</p> <p>Timing: To be maintained.</p>
301	<i>Clause repeated as in 121 above</i>
370	<i>Clause repeated as in 121 above</i>
439	<i>Clause repeated as in 121 above</i>

Balconies

CONDITION	
270	<p>Balconies/Verandahs/Terraces</p> <p>No balconies/verandahs/terraces may be enclosed with solid balustrades, solid walls, fixed and/or operable, moveable or adjustable screening unless these features are clearly shown on the APPROVED DRAWINGS AND DOCUMENTS.</p> <p>Note: Any Community Management Statement that may apply to this approval must contain a by-law which reflects the requirements of this condition.</p>
337	<i>Clause repeated as in 270 above</i>
406	<i>Clause repeated as in 270 above</i>

Fire Mains

CONDITION	
45	<p>Construct Private Internal Fire Main and Hydrant(s)</p> <p>Construct private internal water mains with fire hydrants to serve the development where any point of a possible building envelope is or will be more than 80 metres (when the distance is measured around the perimeter of the building envelope) from a Qld Urban Utilities (QUU) hydrant.</p> <p>The main is to be designed and constructed in accordance with the current version of the 'Fire</p>

Ashford Land community titles scheme

CONDITION

Hydrant and Vehicle Access Guidelines for Residential, Commercial and Industrial Lots' (GuRCIL) by the Queensland Fire and Emergency Services and the relevant Brisbane Planning Scheme Codes.

Where the unassisted water supply cannot meet the flow & pressure requirements of the GuRCIL, the design & installation of a Fire Hydrant System is to be in accordance with the current version of AS2419.

Accessible hardstand is to be provided for emergency vehicles within 20m of a fire hydrant(s) and the design and installation is to satisfy the requirements for feed hydrants of the current version of GuRCIL. Where emergency vehicles cannot be located within 20m of a fire hydrant(s), the design & installation of the Fire Hydrant System is to be in accordance with the current version of AS2419.

The private main shall be supplied from a Queensland Urban Utilities (QUU) water service and meter. This water service requirement is to be included in the development's Water Approval.

45(a) Access and Ownership of main

The hydrants must be located to allow 24 hour access for emergency and maintenance vehicles.

Ownership and maintenance responsibility for the private main and hydrant(s) must exist and remain with a single legal entity, which represents the owner(s) of any property served by the private main and hydrant(s). This legal entity is to be to the satisfaction of QUU for billing purposes and is to be a requirement of the development's Water Approval. This legal entity must remain in place for the life of the development, be responsible for the cost of water consumption charges at the QUU boundary meter, and be responsible for maintaining the private main and hydrant(s), for the life of the development. The responsibilities of the legal entity must remain in effect on transfer of the property title.

Timing: at all times.

45(b) Submit Hydraulic Plan

Submit detailed hydraulics plans showing the design of the work and obtain a Compliance Permit for regulated work (Plumbing and Drainage Installation) under the *Plumbing and Drainage Act 2002* from the Manager, Plumbing Services Group.

Timing: Prior to site/operational/building work commencing.

45(c) Implement Approved Plans

Construct the works in accordance with the approved hydraulics plan. Obtain a Compliance Certificate for the constructed works from the Manager, Plumbing Services Group.

Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW), or prior to Council's notation of the plan of subdivision (ROL).

45(d) Submit Documentation

Submit the following documentation to Development Services:

- Submit a copy of the Compliance Certificate from the Manager, Plumbing Services Group
- Submit a copy of the QUU Connection Certificate, indicating all requirements of the development's Water Approval have been satisfied.
- Submit an undertaking that future and potential property owners will be advised of

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CONDITION	
	<p>the private fire fighting infrastructure, who owns that infrastructure and the maintenance responsibilities for the infrastructure.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW), or prior to Council's notation of the plan of subdivision (ROL).</p> <p>45(e) Notify Future Owners</p> <p>The developer must notify all future and potential property owners of the private fire main and hydrants, and ownership responsibilities for the private fire main and fire hydrant.</p> <p>Timing: To be maintained.</p>
126	<i>Clause repeated as in 45 above</i>
185	<i>Clause repeated as in 45 above</i>
306	<i>Clause repeated as in 45 above</i>
375	<i>Clause repeated as in 45 above</i>
444	<i>Clause repeated as in 45 above</i>

Environmental Protection Zone

CONDITION	
98	<p>Environmental Protection Zone</p> <p>Retain, protect and maintain all vegetation and ecological features within the approved Environmental Protection Zone shown on approved Ecological Zone Plan, Drawing No: 30 18 Oct 2018 DA10 17050 received 18 October 2018 (amended in red on 12 December 2018). The following requirements must be met and maintained to support the approved Environmental Protection Zone.</p> <p>98(a) Restrictions within Approved Environmental Protection Zone</p> <p>No part of any building or structure (including but not limited to swimming pools, tennis courts, retaining walls, tanks), no facilities associated with the development, no open space, no recreation areas, no landscaping, no on-site stormwater drainage, no on-site wastewater treatment, no areas of disturbance (including excavation and filling), no storage/stockpiles of materials, no on-site parking, no access and no manoeuvring areas and no bushfire management measures must be located on any part of the site within the approved Environmental Protection Zone whether for temporary, short-term or long-term periods unless approved in this approval or subsequent Operational Works / Compliance Assessment approvals, or otherwise agreed in writing by Development Services.</p> <p>Timing: To be maintained.</p> <p>98(b) Environmental Protection Zone Set Out</p> <p>A Registered Surveyor must survey and peg the approved Environmental Protection Zone.</p>

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CONDITION	
	<p>Timing: Prior to site/operational/building work commencing and to be maintained while development is being undertaken (BW, MCU and ROL) or while marketing a lot for sale (ROL).</p> <p>98(c) Notification to Prospective Purchasers</p> <p>Notify all prospective purchasers of the site(s) of the requirements and effects of this condition.</p> <p>Timing: At the time of marketing a lot for sale.</p>
158	<i>Clause repeated as in 98 above</i>
221	<i>Clause repeated as in 98 above</i>

Refuse Collection

CONDITION	
117	<p>Refuse Collection - On Site</p> <p>Provide for the installation and collection of waste/recycling bins by Brisbane City Council's Waste Services.</p> <p>117(a) Arrange Refuse Collection</p> <p>Arrange for the installation of waste/recycling bins by Brisbane City Council's Waste Services and for the subsequent collection of waste including recycling from the site.</p> <p>Timing: A minimum of four weeks prior to the commencement of use and then to be maintained.</p> <p>117(b) Notify Future Owner</p> <p>The owner must notify any future owner/body corporate that the development has been approved on the basis that an indemnity must be provided for refuse collection vehicles to enter the property.</p> <p>Timing: At time of a change of ownership.</p> <p>117(c) Indemnify Council</p> <p>The owner and any subsequent owner must indemnify Council and its agents in respect of any damage to the pavement and other driving surfaces.</p>
176	<i>Clause repeated as in 117 above</i>
297	<i>Clause repeated as in 117 above</i>
366	<i>Clause repeated as in 117 above</i>
435	<i>Clause repeated as in 117 above</i>

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SCHEDULE D ANY OTHER DETAILS

Statutory Easements

Lots affected by statutory easements are as follows:

Lots on Plan or Common Property	Statutory Easement
N/A	Support
Lots 3 to 14, 33 to 40 and Common Property on SP 316692	Utility Services and Utility Infrastructure
N/A	Shelter
Lots 4 to 6, 12 to 14 and 38 to 40 on SP 316692	Projections
Lots 4 to 6, 12 to 14 and 38 to 40 on SP 316692	Maintenance of building on or close to boundary

Services Location Diagrams

The location of the current service easements are as follows:

Lots and / or Common Property affected	Service Easement	Service Location Diagram

Seller's Note: At the time of preparation of this draft Community Management Statement, the proposed location of services may not be known. The Service Location Diagram and the table above will be finalised once the location of the services are known. The Seller may give to the Buyer a further statement under section 214 of the *Body Corporate and Community Management Act* outlining the changes to be made to this Community Management Statement at the time that the location of the services becomes known or at some other time as determined by the Seller. The Buyer under the Contract Terms has represented to the Seller that the Buyer agrees that the Section 213 Statement is substantially complete notwithstanding that the type and location of the service easements are not known and/or not disclosed.

Ashford Land community titles scheme

**INSERT SLD
HERE**

DRAFT

Ashford Land community titles scheme

SCHEDULE E ALLOCATION OF EXCLUSIVE USE AREAS

Nil

DRAFT

PART A - STATUTORY DISCLOSURE
PROPOSED COMMUNITY MANAGEMENT STATEMENT -
ASHFORD PRINCIPAL CTS

A copy of the proposed community management statement for the Principal Scheme (**Proposed Principal CMS**) follows this page.

Prior to Settlement, if necessary, the Seller will cause the Proposed principal CMS to be amended to effect the following (without limitation):

1. if required, to further identify the lots affected by a statutory easement in Schedule D; and
2. if required, to identify or further identify the location of services on the service location diagram(s).

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name of community titles scheme
Ashford Principal community titles scheme

2. Regulation module
Accommodation Module

3. Name of body corporate
Body Corporate for Ashford Principal community titles scheme

4. Scheme land

Lot on Plan Description
Common Property of Ashford Principal CTS
Lots 900 & 901 on SP 316691

Title Reference
to issue from
to issue from

5. #Name and address of original owner
MIRVAC QUEENSLAND PTY LTD ACN 060 411 207
Level 17, 123 Eagle Street, Brisbane QLD 4000
first community management statement only

6. Reference to plan lodged with this statement
SP 316691

7. Local Government community management statement notation

..... signed
..... name and designation
Brisbane City Council..... name of Local Government

8. Execution by original owner/Consent of body corporate

Dunland Property Pty Ltd ACN 127 744 656

/ /
Execution Date

.....
***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.

Ashford Principal community titles scheme

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 900 on SP 316691	20	16
Lot 901 on SP 316691	1	84
TOTAL	21	100

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT (CSLE)

1. The contribution schedule principle under section 46(7) of the *Body Corporate and Community Management Act 1997 (BCCM Act)* on which the contribution schedule lot entitlements for the community titles scheme has been decided is the ***relativity principle***.
2. The relativity principle is the principle that the lot entitlements must clearly demonstrate the relationship between the lots in the community titles scheme by reference to one or more particular relevant factors.
3. Section 46A(3) of the BCCM Act states that a relevant factor may, and may only, be any of the following:
 - (a) how the community titles scheme is structured;
 - (b) the nature, features and characteristics of the lots;
 - (c) the purposes for which the lots are used;
 - (d) the impact the lots may have on the costs of maintaining the common property; and
 - (e) the market values of the lots.
4. Individual contribution schedule lot entitlements for the community titles scheme were decided by reference to the following factors:
 - (a) how the community titles scheme is structured;
 - (b) the nature, features and characteristics of the lots;
 - (c) the impact the lots may have on the costs of maintaining the common property.
5. When allocating the lot entitlements for lots in the community title scheme, taking into account the factors above, the following has been considered:
 - (a) the community title scheme is the principal scheme (**Principal Scheme**) in a layered arrangement of community titles schemes.
 - (b) the Principal Scheme is to be developed in stages. The Principal Scheme will include:
 - (i) two subsidiary schemes, each to be developed in stages, known as:
 - (A) Ashford Land community titles scheme (**AL CTS**); and
 - (B) Ashford Terraces community titles scheme (**AT CTS**),

Ashford Principal community titles scheme

(together **Subsidiary Schemes**);

- (ii) until the carrying out of the development of the Principal Scheme is concluded, possibly lots of varying sizes, types and values which are intended to be further developed or subdivided into the Subsidiary Schemes or further stages of already established Subsidiary Schemes (**Development Lots**); and
- (iii) Common Property.
- (c) The landscaping and major thoroughfares are or will be primarily located on the Common Property for the Principal Scheme. The Body Corporate is responsible for the maintenance, repair and administration of Common Property.
- (d) The number of lots included in each Subsidiary Scheme will vary. A Subsidiary Scheme, which contains a larger number of lots, has or will have a greater number of occupiers and, as a result, a greater impact on the maintenance, repairs and administration of the Common Property relative to a Subsidiary Scheme with a smaller number of Lots. Therefore a Subsidiary Scheme which includes more lots will have a greater impact on the maintenance, repairs and administration of Common Property relative to Subsidiary Schemes with fewer lots.
- (e) To take into account this relative difference between Subsidiary Schemes, the contribution schedule lot entitlement for each Subsidiary Scheme which includes only lots is equal to the number of lots that are included in the Subsidiary Scheme.
- (f) Development Lot (as defined in Schedule B) - a contribution schedule lot entitlement of 1 is allocated to a Development Lot on the basis that the lot will not be used, except for construction purposes, until it is developed and a Subsidiary Scheme or a stage of a Subsidiary Scheme is created and during development there will be limited or no demand placed on the Common Property in respect of each Development Lot relative to a Subsidiary Scheme. There may be more than 1 Development Lot at any time.

PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

The interest schedule lot entitlements for lots in the community titles scheme reflect the respective market values of the lots.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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1. Dictionary

Concept Plan means the concept plan forming part of this CMS.

Council means the Brisbane City Council.

Development means the proposed further development of the Principal Scheme as described in this Schedule B and shown in the Concept Plan.

Development Lot means a lot that is intended to be further reconfigured to create any or all of the following:

- (a) lots and common property for a Subsidiary Scheme;
- (b) new Development Lots; or
- (c) additional Principal Common Property.

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The Development Lots for this CMS are Lots 900 & 901 on SP 316691. There may be more than one Development Lot at any time as the Principal Scheme is further developed. The description of the Development Lot will change as the Principal Scheme is progressively developed.

Development Lot Owner means the Original Owner or the owner of any Development Lot.

Land means:

LOT ON PLAN	TITLE REFERENCE
Lot 900 on SP 316690	

Original Owner means MIRVAC QUEENSLAND PTY LTD ACN 060 411 207 (**Mirvac**) or any other party nominated in writing to the Body Corporate by Mirvac to the Principal Body Corporate.

Principal Body Corporate means the body corporate for the Principal Scheme.

Principal Common Property means common property of the Principal Scheme.

Principal Scheme means the community titles scheme for which this is the community management statement.

Subsidiary Scheme means a community titles scheme that is a subsidiary scheme of the Principal Scheme.

Subsidiary Common Property means common property of a Subsidiary Scheme.

2. Interpretation and terms not defined

- 2.1 This Schedule B is to be interpreted, so far as possible, in accordance with the interpretation provisions set out in Schedule C of this CMS.
- 2.2 Terms not defined in this Schedule B but defined in Schedule C of this CMS have the meanings given to them in Schedule C of this CMS.

3. Layered arrangement

- 3.1 The Principal Scheme forms part of a layered arrangement of community titles schemes and is intended to have two Subsidiary Schemes.
- 3.2 As at recording of this CMS, which initially establishes the Principal Scheme, the Principal Scheme consists of:
- (a) Lots 900 & 901 on SP 316691 (which are Development Lots); and
 - (b) Principal Common Property.

4. Explanation of development of the Principal Scheme

- 4.1 The Development may be carried out by any Development Lot Owner.
- 4.2 It is proposed that:
- (a) there will be two Subsidiary Schemes intended to be known as;
 - (i) Ashford Land community titles scheme (**AL CTS**); and

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- (ii) Ashford Terraces community titles scheme (**AT CTS**),
 - (b) the total number of lots intended to be included in each Subsidiary Scheme is as follows:
 - (i) **AL CTS** - 34 lots
 - (ii) **AT CTS** - between 79 and 90 lots.
 - (c) the AL CTS will be developed in stages;
 - (d) the AT CTS will be developed in stages;
 - (e) the;
 - (i) AL CTS will comprise standards format lots only (and improvements may be construed on those lots after they have been created); and
 - (ii) AT CTS will comprise building format lots.
- 4.3 The Principal Scheme may, from time to time, include Development Lots. Development Lots will be created from the subdivision of land which was originally described as the Land.
- 4.4 Generally, the Development will be done by subdividing Development Lots which, if not already included in the Principal Scheme, will be progressively included into the Principal Scheme as the further development occurs. The Body Corporate must consent to and endorse any new CMS which includes a Development Lot into the Principal Scheme and any other associated documentation.
- 4.5 A Development Lot Owner may amalgamate or further subdivide or reconfigure any Development Lot, including with any portion of the Land, for the purposes of realigning lot boundaries or creating larger or smaller Development Lots as part of the further carrying out of the Development. The Body Corporate must consent to and endorse any new CMS and any other associated documentation to facilitate this.
- 4.6 Portions of the Land, including in the form of Development Lots, may be added to, and land may be removed from, the Principal Scheme from time to time, at the discretion of the Original Owner.
- 4.7 Additional Principal Common Property may be created as the Principal Scheme is progressively developed.
- 4.8 The order and timing in which the Subsidiary Schemes or parts of them are developed are not fixed and may change. Stages of the Development may occur at any time in any order.
- 4.9 Any lot or plan numbers and proposed names for Subsidiary Schemes referred to in this Schedule B may change.
- 4.10 Where a particular module or format plan is referred to in this Schedule B, the Development Lot Owner may, in its discretion, change the module or format plan which is to apply to the relevant Subsidiary Scheme or part thereof.
- 5. Concept Plan**
- 5.1 The intended further carrying out of the Principal Scheme is shown on the Concept Plan.
- 5.2 The Concept Plan is illustrative only. It does not fix or accurately specify the location of any Subsidiary Scheme or Principal Common Property. The Original Owner may make changes to the Concept Plan at any time. The Body Corporate must consent to and endorse any new CMS and any other associated documentation to facilitate this.
- 5.3 So far as is lawful, the further carrying out of the development of the Principal Scheme may be varied as set out in this Schedule B.

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6. Variations

- 6.1 A Development Lot Owner may, at its discretion, make variations to the way the development of the Principal Scheme is carried out including:
- (a) amalgamating intended stages or Development Lots;
 - (b) carrying out the construction of multiple intended stages at once as a single stage;
 - (c) varying the location, configuration, size, type and number of intended stages;
 - (d) creating further Development Lots or Principal Common Property;
 - (e) electing to not proceed with the development or creation of intended stages or parts of them;
 - (f) varying the number and type of lots within an intended stage including if the number of lots is more than the number or range specified above; and
 - (g) causing the granting of exclusive use or special privilege rights over all or any part of the Principal Common Property.

7. Future allocations for the Principal Scheme (Section 66(1)(f)(ii) BCCM Act)

- 7.1 No future allocations are proposed for the purposes of section 66(1)(f)(ii) of the BCCM Act.

8. Dealings with Principal Common Property

- 8.1 The Principal Common Property or some portions of it may from time to time be subject to easements or other arrangements concerning public use, public parkland, recreational areas, public access, for utility services and infrastructure. In that case, the Principal Scheme may be responsible for the insurance, maintenance and upkeep of the relevant Principal Common Property.
- 8.2 Principal Common Property may:
- (a) benefit from easements, for example, for drainage purposes or access purposes; and
 - (b) be subject to access easements in order to facilitate the carrying out of the development of the Principal Scheme.

9. Removal of undeveloped land

- 9.1 A Development Lot Owner may, at any time, remove any of the Land or Development Lot or parts thereof which is owned by the Development Lot Owner from the Principal Scheme.
- 9.2 The Body Corporate must consent to the recording of any new CMS, sign any subdivisional plan or other document and do any other thing reasonably required by a Development Lot Owner to facilitate removal from the Principal Scheme.

10. Rights of Development Lot Owner

- 10.1 The rights conferred on a Development Lot Owner:
- (a) as set out in this Schedule B may be exercised in the total discretion of a Development Lot Owner; and
 - (b) are to be interpreted to give the maximum flexibility, rights and powers to enable the further carrying out of the development of the Principal Scheme or any Subsidiary Scheme by a Development Lot Owner.

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10.2 A Development Lot Owner may:

- (a) at any time, enter upon the Common Property and undertake works on, to or within the Common Property, any Development Lot or the Land of any kind required for the further carrying out of the development of the Principal Scheme or any Subsidiary Scheme, including:
 - (i) excavation and earthworks;
 - (ii) construction of improvements generally, temporary or permanent; and
 - (iii) construction, modifications and changes necessary to establish utility infrastructure and utility services and connections thereto.
- (b) without the consent of the Body Corporate:
 - (i) gain access at any time over the Common Property to the place or area of works; with or without vehicles, building goods and materials, machinery and equipment;
 - (ii) damage the Common Property for the purpose of carrying out the further development;
 - (iii) use the Common Property for support, both temporary and permanent;
 - (iv) allow cranes, scaffolding, hoarding and the like and other building equipment to be placed on or to overhang over the Common Property;
 - (v) temporarily, including for extended periods, close off access to areas of the Common Property;
 - (vi) build improvements, temporary and permanent, on Common Property; and
 - (vii) install and keep signage on the Common Property; and
- (c) exercise its rights in the company of or through its nominees or agents.

10.3 A Development Lot Owner:

- (a) must re-instate and rectify any damage done to the Common Property in exercising its rights under this Schedule B to a standard in keeping with the balance of the Principal Scheme; and
- (b) is not required to re-instate or rectify any works done which are in the nature of proper and permanent improvements.

10.4 A Development Lot Owner may exercise its rights in the company of or through its nominees or agents.

11. Obligations of Body Corporate

- 11.1 The Body Corporate must, to the fullest extent possible, co-operate with any Development Lot Owner and facilitate and enable the further carrying out of the Principal Scheme as contemplated in this Schedule B.
- 11.2 The Body Corporate consents to the further carrying out of the Principal Scheme as contemplated in this Schedule B and must sign any instrument of consent required by any Development Lot Owner, including any consents to applications for approvals required to carry out the Principal Scheme or any part of it.
- 11.3 The Body Corporate acknowledges and consents to the rights of any Development Lot Owner as set out in this Schedule B. The Body Corporate, Owners and Occupiers must not do anything that in any way hinders, prevents or delays the progress of any Development Lot Owner in carrying out the Principal Scheme as contemplated in this Schedule B.

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11.4 The Body Corporate, Owners and Occupiers must, without limitation:

- (a) not object to;
- (b) give all necessary consents to enable and facilitate;
- (c) pass all necessary resolutions (including resolutions of the Body Corporate required to be passed without dissent) to enable and facilitate;
- (d) sign all consents, survey plans and documents including applications for development approval, new CMS's, building management statements, transfers, easements, surrenders of easements, leases and licences as required by any Development Lot Owner to enable and facilitate; and
- (e) grant exclusive use rights, grant special privilege rights, grant access licenses and other rights as required by any Development Lot Owner to enable and facilitate,

the further carrying out of the Principal Scheme and/or the Development as contemplated in this Schedule B.

11.5 The Body Corporate must consent to any changes to this CMS which any Development Lot Owner requires in order to satisfy and comply with any development approval conditions imposed by Council as part of the carrying out of the Development. For example, Council may require the inclusion of certain by-laws in Schedule C and, if that is the case, the Body Corporate must consent to any changes to this CMS required in order to include those by-laws.

12. Entrenchment of rights of further developments

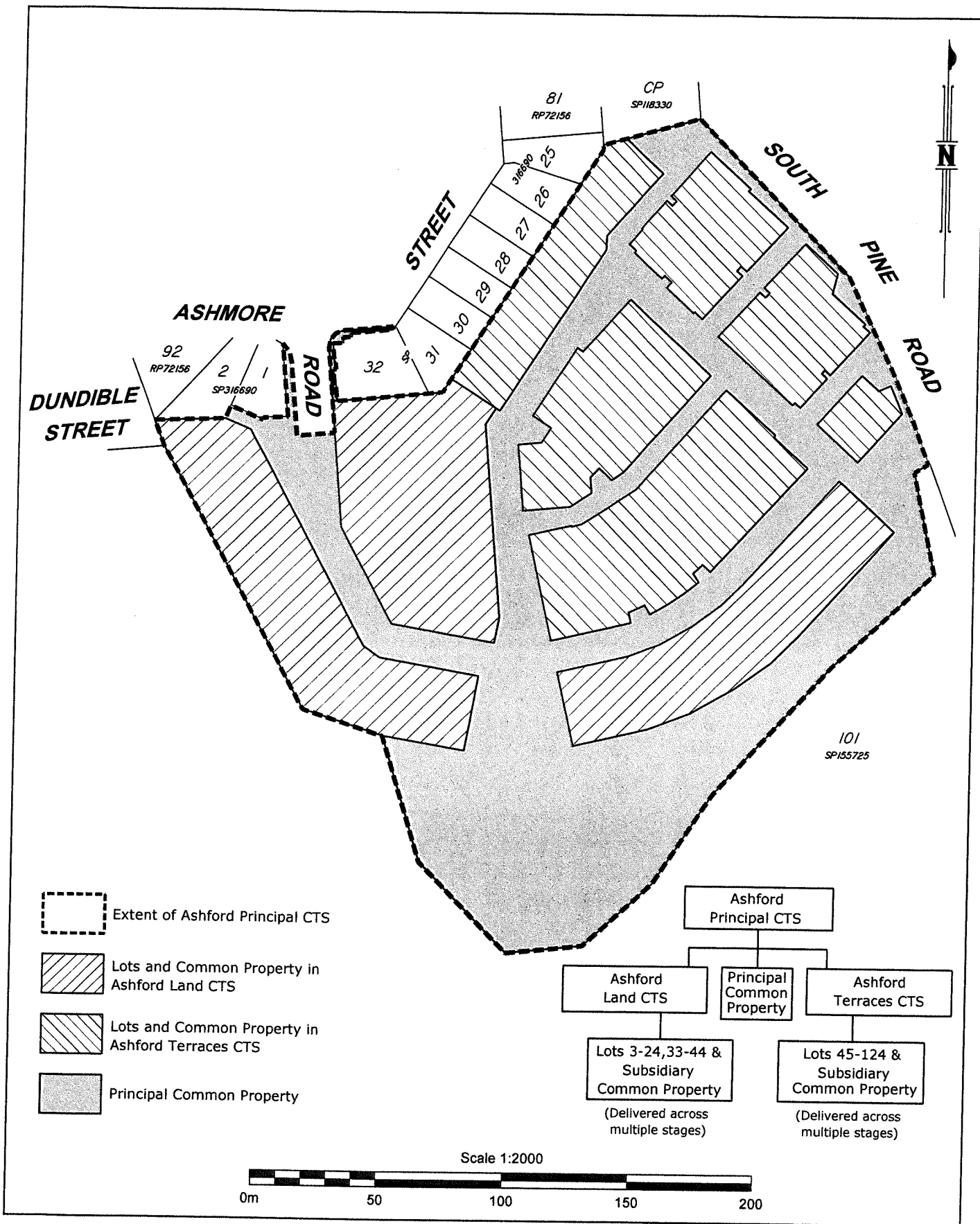
Until the further carrying out of the Principal Scheme as contemplated in this Schedule B has been concluded, this CMS must not be amended so as to in any way derogate or limit the rights of a Development Lot Owner and in that regard cannot be revoked, varied or amended in any way without the prior written consent of each Development Lot Owner.

13. Severance

If any provisions of this CMS relating to rights of any Development Lot Owner about the further carrying out of the Principal Scheme are void, voidable, unenforceable or not legal in any way, then that provision and, where possible, the infringing part of that provision only, shall be severed.

14. Future lot entitlements

The lot entitlements for each lot that is included in the Principal Scheme must be as described in Schedule A.



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SCHEDULE C BY-LAWS

1. Interpretation

These By-Laws are to be interpreted in accordance with the following rules:

- (a) terms not defined in this CMS but defined in the BCCM Act have the meanings given to them in the BCCM Act.
- (b) terms not defined in this Schedule C but defined in Schedule B of this CMS have the meanings given to them in Schedule B.
- (c) headings are for guidance only and are not to be used as an aid in interpretation.
- (d) plurals include the singular and singular include the plural.
- (e) reference to either gender includes a reference to the other gender.
- (f) reference to the whole includes any part of the whole.
- (g) reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (h) in any combination or list of options, the use of the word **or** is not used as a word of limitation.
- (i) use of the word **including** and any similar expression is not used as a word of limitation.
- (j) reference to a person includes a firm, a body corporate, an unincorporated association or an authority.
- (k) all By-Laws must be construed so as to be valid, legal or enforceable in all respects. If any By-Law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such By-Law cannot be read down, it is deemed void and is severed and the remaining By-Laws are not in any way affected or impaired.
- (l) To the extent of any inconsistency between the By-Laws of the Principal Scheme in this CMS and the by-laws of a Subsidiary Scheme, the By-Laws in this CMS of the Principal Scheme will prevail.

2. Definitions

In this CMS, unless the contrary intention appears:

- (a) **Authority** means any body, government or otherwise, or person having or exercising control over the use or the operation of the Principal Scheme or if the context requires, a Subsidiary Scheme.
- (b) **BCCM Act** means the *Body Corporate and Community Management Act 1997* and, if appropriate, includes the Regulation Module applying to the Principal Scheme.
- (c) **Breach** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:
 - (i) these By-Laws;
 - (ii) the BCCM Act;
 - (iii) this CMS; or

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- (iv) any registered covenant or easement over the Principal Common Property.
- (d) **By-Laws** means these by-laws.
- (e) **CMS** means community management statement.
- (f) **Costs** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever, including where appropriate:
 - (i) legal fees on a solicitor and own client basis; and
 - (ii) the cost of rectifying any Breach, or making good any damage caused by a Breach.
- (g) **CTS** means community titles scheme.
- (h) **Developer** means the Original Owner and any Development Lot Owner.
- (i) **Development Lot Owner** means the owner of any Development Lot (contemplated under Schedule B).
- (j) **Display** means a lot used to promote sales.
- (k) **Invitee** includes a tenant, guest, servant, employee, agent, family member, contractor, customer, visitor, invitee or licensee of an Owner or Occupier.
- (l) **Law** means any statute, rule, regulation, proclamation, ordinance or by-law or statutory instrument.
- (m) **Lot** means a lot included in the Principal Scheme, including for avoidance of doubt, any Subsidiary Scheme, and includes, where the context requires, all improvements constructed on or within a lot and any areas of Principal Common Property attaching to a lot under an exclusive use by-law allocation.
- (n) **Lot Utility Infrastructure** means utility infrastructure which is not Common Property as contemplated by section 20(1)(b) of the BCCM Act.
- (o) **Manager** means a person who is any of:
 - (i) Principal Service Contractor;
 - (ii) Subsidiary Letting Agent; or
 - (iii) Subsidiary Service Contractor.
- (p) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.
- (q) **Occupier** means;
 - (i) each Owner; and
 - (ii) any occupier of a Subsidiary Residential Lot and includes:
 - (A) a mortgagee in possession of a Subsidiary Residential Lot;
 - (B) a tenant, lessee (registered or otherwise) or licensee of a Subsidiary Residential Lot; and

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- (C) an occupier of a part of a Subsidiary Residential Lot.
- (r) **Original Owner** means MIRVAC QUEENSLAND PTY LTD ACN 060 411 207 (**Mirvac**) or any other party nominated in writing to the Body Corporate by Mirvac.
- (s) **Original Owner's Land Improvements** means any of the following improvements made by the Original Owner to any lots included in the Ashford Land community titles scheme (installation of);
- (i) lighting;
 - (ii) fencing;
 - (iii) landscaping;
 - (iv) retaining walls;
 - (v) structural hardstands; and
 - (vi) any other element in the nature of the above.
- (t) **Owner** means:
- (i) in respect of a Subsidiary Residential Lot, owner has the meaning defined by the BCCM Act; and
 - (ii) in respect of Subsidiary Schemes, the body Corporate of the Subsidiary Scheme; and
 - (iii) the owner of any Development Lot,
- and includes the successors in title and assigns of those parties.
- (u) **Pets** means dogs, cats, birds and other animals normally kept as pets. Pets do not include exotic animals or other animals which are inappropriate for a residential development such as the Development, for example, farm animals, snakes or wildlife.
- (v) **Principal Body Corporate** means the body corporate for the Principal Scheme.
- (w) **Principal CMS** means this CMS for the Principal Scheme as amended from time to time.
- (x) **Principal Common Property** means common property of the Principal Scheme.
- (y) **Principal Scheme** means the ***Ashford Principal CTS***.
- (z) **Principal Service Contractor** means the person appointed by the Principal Body Corporate from time to time as service contractor in relation to keeping the Principal Common Property maintained and in good order and repair.
- (aa) **Scheme Land** means all the land included in the Principal Scheme from time to time.
- (bb) **Speed Limit** means 40 kilometres per hour or such other speed nominated by the Principal Body Corporate from time to time.
- (cc) **Subsidiary Common Property** means common property of a Subsidiary Scheme.
- (dd) **Subsidiary Letting Agent** means a party who from time to time holds an authorisation to act as a letting agent for a Subsidiary Scheme.

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- (ee) **Subsidiary Scheme** means a community titles scheme that is a subsidiary scheme of the Principal Scheme.
- (ff) **Subsidiary Service Contractor** means a person appointed by a Subsidiary Body Corporate from time to time as service contractor in relation to keeping the Subsidiary Common Property of the relevant Subsidiary Scheme maintained and in good order and repair.
- (gg) **Subsidiary Residential Lot** means a lot included in a Subsidiary Scheme and includes all improvements constructed on or within the lot and any areas of Subsidiary Common Property or body corporate assets attaching to the lot under an exclusive use By-Law.

3. Observance of By-Laws and peaceful enjoyment

- 3.1 Occupiers must observe and ensure that their Invitees observe these By-Laws.
- 3.2 Occupiers must not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers.
- 3.3 An Owner whose Subsidiary Residential Lot is the subject of an occupancy right in favour of a third party must take reasonable steps to ensure that the occupant and their Invitees comply with and observe these By-Laws.
- 3.4 An Owner must give a copy of these By-Laws to any Occupier of their Subsidiary Residential Lot.

4. Rules relating to Principal Common Property

- 4.1 The Principal Body Corporate may, from time to time, make, amend, delete or add to rules relating to the Principal Common Property or Principal Body Corporate assets including in relation to the use of any improvements on or facilities within the Principal Common Property providing those rules are not inconsistent with these By-Laws and until they are disallowed or revoked by the Principal Body Corporate in general meeting.
- 4.2 Occupiers must comply with any rules relating to the Principal Common Property or Principal Body Corporate assets made under this By-law.

5. Instructions to contractors etc

Occupiers must not instruct any contractors or workmen employed by the Principal Body Corporate unless authorised in writing by the Principal Body Corporate.

6. Notices to be observed

Occupiers must observe the terms of any Notice displayed in the Principal Common Property by authority of the Principal Body Corporate or any Authority.

7. Vehicles

- 7.1 An Owner or Occupier must not, without the Principal Body Corporate's written approval:
 - (a) park a vehicle or allow a vehicle to stand on the Principal Common Property; or
 - (b) permit an Invitee to park a vehicle or allow a vehicle to stand on the Principal Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitor's vehicles.
- 7.2 An Owner or Occupier must not permit any caravan, campervan, mobile home, boat, trailer or other recreational vehicle upon the Principal Common Property.
- 7.3 An approval under By-law 7.1, with the exception of designated visitor parking;

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- (a) must state the period for which it is given;
 - (b) may be revoked by giving 7 days written notice to the Owner or Occupier;
- 7.4 The Principal Body Corporate may, by lawful means, remove, at the expense of the vehicle's owner, vehicles parked illegally on Principal Common Property.
- 7.5 Vehicles parked within the Principal Scheme or any Subsidiary Scheme must be kept clean and in a roadworthy condition.
- 7.6 Without limiting By-law 7.1, an owner or Occupier must not park a vehicle;
- (a) on any road verge which is Common property unless it is a designated parking area; or
 - (b) on a private driveway in a manner so that the vehicle overhangs Common Property.
- 8. Use of Subsidiary Residential Lots**
- 8.1 Subject to these By-Laws (including the rights of any Manager), Subsidiary Residential Lots must be used only for residential purposes.
- 8.2 Notwithstanding By-Law 8.1, a Manager may use any Subsidiary Residential Lot:
- (a) for the purposes of the operation of a sales or letting agent business (for Subsidiary Residential Lots); or
 - (b) for the purposes of performing caretaking service contractors duties,
- for the Principal Scheme or any Subsidiary Scheme providing, as the case may be, the Manager has been duly engaged or authorised by the Principal Body Corporate or the relevant Subsidiary Body Corporate. The Manager must not operate a sales or letting business from a Subsidiary Residential Lot in respect of Subsidiary Residential Lots included in a Subsidiary Scheme unless the Manager is the Subsidiary Letting Agent for that Subsidiary Scheme (if that Subsidiary Scheme has authorised a letting agent).
- 8.3 Subsidiary Residential Lots must not be used:
- (a) for any purpose that may cause a nuisance or hazard or is in any manner likely to interfere with the peaceful enjoyment of other Occupiers;
 - (b) for any illegal or immoral purpose that will interfere with the good reputation of the Principal Scheme or a Subsidiary Scheme; or
 - (c) for any purpose that may endanger the safety of others residing within the Principal Scheme or a Subsidiary Scheme.
- 8.4 Occupiers may, providing that it is lawful to do so, carry out a home occupation or business from a Subsidiary Residential Lot and may receive visitors for that purpose providing the:
- (a) use does not conflict with the rights of any Manager under these By-Laws or as otherwise appointed by the Principal Body Corporate or a Subsidiary Body Corporate;
 - (b) use is lawful and all necessary permits and insurances for the use are held;
 - (c) use does not unreasonably interfere with the amenity of other Occupiers; and
 - (d) Occupier obeys the reasonable directions and requirements of the Principal Body Corporate.

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- 8.5 Occupiers must not, without the written permission of the Principal Body Corporate, store a flammable substance within Subsidiary Residential Lots unless the substance is used or intended to be used for domestic purposes.
- 8.6 Owners must not permit any auction sale to be conducted or to take place within their Subsidiary Residential Lot.

9. Maintenance of Subsidiary Residential Lots

Occupiers must:

- (a) maintain and repair;
- (b) keep clean;
- (c) maintain and manicure gardens and lawns;
- (d) prevent the excessive growth of grass and other vegetation,

in respect of their Subsidiary Residential Lot, in keeping with the standard and uniformity of the Principal Scheme and relevant Subsidiary Scheme, and so that the Lot is not unsightly or offensive in appearance to other Occupiers.

10. Works to Subsidiary Residential Lots

- 10.1 Subject to By-Law 10.2, an Occupier must not, in any way, carry out works to;
- (a) a Subsidiary Residential Lot, or
 - (b) in the case of a Subsidiary Residential Lot which is a standard format lot, any improvements constructed on the lot,
- without the prior approval in writing of the Principal Body Corporate.
- 10.2 No approval of the Principal Body Corporate is necessary in respect of:
- (a) routine garden maintenance;
 - (b) routine maintenance of the internal areas of a Subsidiary Residential Lot (including the internal areas of any improvements constructed on a standard format lot) such as associated with utility supply;
 - (c) works to the internal areas of a Subsidiary Residential Lot (including the internal areas of any improvements constructed on a standard format lot) in the nature of painting of internal walls and replacement of finishes, providing that the colours and finishes which are externally visible are in keeping with the colours and finishes used in the Principal Scheme and the relevant Subsidiary Scheme generally.
- 10.3 An Owner must, in respect of any works to a Subsidiary Residential Lot (including the internal areas of any improvements constructed on a standard format lot);
- (a) submit detailed plans and specifications and any other details required by the Principal Body Corporate in respect of any proposed works for which the owner seeks the approval of the Principal Body Corporate; and
 - (b) ensure compliance with, any Building Covenants which may have applied to the relevant Subsidiary Residential Lot at the time it was first developed by the Original Owner.

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10.4 The Principal Body Corporate:

- (a) must, in considering a request for approval of works under this By-law, have regard to, and endeavour to ensure compliance with, any Building Covenants which may have applied to the relevant Subsidiary Residential Lot at the time it was first developed or sold by the Original Owner; and
- (b) must, subject to the provisions of this By-law, not unreasonably withhold its approval to works, and may give its approval subject to reasonable conditions.

10.5 Any approval given by the Principal Body Corporate to an alteration is conditional upon the Owner first obtaining all necessary Council approvals to the works.

11. Original Owner's Land Improvements

11.1 The Owners of the relevant Subsidiary Residential Lots must;

- (a) at all times maintain the Original Owner's Land Improvements situated on their Lots, fair, wear and tear excepted; and
- (b) not interfere with, alter or remove the Original Owner's Land Improvements situated on their Lots without the prior written approval of the Body Corporate.

12. Appearance of Subsidiary Residential Lots

12.1 The purpose of this By-Law is to ensure that the Principal Scheme and the Subsidiary Schemes remain at all times:

- (a) visually uniform and tidy in appearance; and
- (b) having garden areas and plants which are compatible and conform with the landscaping of the Principal Scheme and Subsidiary Schemes generally.

12.2 Unless approved in writing by the Principal Body Corporate, an Occupier must not:

- (a) hang any washing, bedding or other articles;
- (b) display any sign, banner, advertisement or similar articles;
- (c) keep on the balcony anything not ordinarily kept on a balcony area as determined by the Principal Body Corporate;
- (d) use any part of a Subsidiary Residential Lot for storage;
- (e) keep any oversized plants (as determined in the opinion of the Principal Body Corporate); and
- (f) install any aerials, receivers, solar panels or the like,

if it is unsightly from outside of the Subsidiary Residential Lot.

12.3 An Occupier must not hang curtains or blinds, apply window tinting or install screens or similar devices which are visible from outside of their Subsidiary Residential Lot unless it is in compliance with any pre-approved specifications or otherwise first approved in writing by the Principal Body Corporate. The Principal Body Corporate must have regard to the purpose of this By-Law in giving any approval.

12.4 Occupiers must regularly clear the post box for their Subsidiary Residential Lot.

12.5 An Occupier of a Subsidiary Residential Lot which includes any garden area, landscaped area or feature plants must maintain that area or plants:

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- (a) to a high standard;
- (b) in keeping with the standard of the maintenance of Common Property gardens and plants by the Body Corporate; and
- (c) so as to achieve the purpose of this By-Law.

12.6 An Occupier of a Subsidiary Residential Lot must maintain any external sliding screen on any doorway of their Subsidiary Residential Lot so as to achieve the purposes of this By-Law.

13. Behaviour of Occupiers

13.1 All persons within the Principal Scheme and any Subsidiary Scheme;

- (a) must not make or permit any noise likely to unreasonably interfere with the peaceful enjoyment of others;
- (b) must take all practical means to minimise annoyance to others including by closing doors, windows and curtains;
- (c) when leaving or entering after 11.00 pm, must do so quietly; and
- (d) unless within the privacy of a Subsidiary Residential Lot, must be appropriately dressed.

14. Insurance

Occupiers must not bring on to, do or keep any thing in or on their Subsidiary Residential Lots which may:

- (a) increase the rate of insurance of the Principal Scheme or a Subsidiary Scheme; or
- (b) conflict with;
 - (i) the laws relating to fires;
 - (ii) the terms of any insurance policy for the Principal Scheme or a Subsidiary Scheme; or
 - (iii) the regulations of any public authority.

15. Garbage disposal

15.1 Garbage must:

- (a) be kept in a clean and dry garbage receptacle within a Subsidiary Residential Lot or on Subsidiary Common Property areas designated for keeping garbage;
- (b) be disposed of in a manner that will not adversely affect the health, hygiene or comfort of other others; and
- (c) not be deposited on the Principal Common Property.

15.2 Occupiers must not put any rubbish, dirt or other offensive material on the Principal Common Property or any Subsidiary Common Property and must directly dispose of any rubbish generated within or located within that Occupier's Subsidiary Residential Lot.

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- 15.3 The Principal Body Corporate may:
- (a) clear away all rubbish, dirt or other material located on the Principal Common Property or within a Subsidiary Residential Lot; and
 - (b) repair any damage caused to the Principal Common Property, a Subsidiary Residential Lot by any rubbish, dirt or other material.
- 15.4 The Principal Body Corporate may devise and adopt a garbage storage and removal system from time to time which must be complied with by Occupiers. If required, any such system must be first approved by the relevant Authority waste services division.
- 15.5 The Principal Body Corporate must give and is empowered to give any indemnities in favour of Council or other Authority to facilitate the removal of garbage including in relation to damage caused to improvements and infrastructure by garbage removal vehicles.
16. Unless a service contractor is otherwise engaged to perform the function, any waste bins left for collection must be removed by the relevant Occupant whose waste bin it is from the Common Property or the road verge within 24 hours of collection.
- 17. Keeping of Pets**
- 17.1 Occupiers keeping Pets must comply with the following conditions, as applicable to the Pet:
- (a) Pets must wear an identification tag, tattoo or microchip;
 - (b) if required by law to be licensed or registered, Pets are licensed or registered;
 - (c) clean and remove any mess left on Principal Common Property or Subsidiary Common Property by any Pet under their control;
 - (d) ensure that Pets are appropriately restrained while on Principal Common Property or Subsidiary Common Property;
 - (e) ensure Pets are at all times kept clean, quiet, controlled and within their Subsidiary Residential Lot;
 - (f) Pets are not allowed in the recreation areas; and
 - (g) a maximum of 2 Pets are permitted within a Subsidiary Residential Lot at any time unless otherwise approved by the Body Corporate.
- 17.2 If an Occupier fails to comply with the conditions in By-law 17.1, the Occupier must remove a Pet from the Principal Scheme or a Subsidiary Scheme if directed by the Principal Body Corporate.
- 17.3 Occupiers mentioned in section 5 of the *Guide, Hearing and Assistance Dogs Act 2009 (Qld)* have the right to be accompanied by a guide dog while within the Development.
- 17.4 Animals which are not Pets may not be kept within the Principal Scheme.
- 18. Broadband Infrastructure**
- 18.1 The Principal Body Corporate acknowledges that;
- (a) any Pit and Pipe Works (other than Horizontal MDU Pit and Pipe Works) within the Principal Scheme vest in NBN Co Limited, free of encumbrances, and are the sole property of NBN Co Limited; and

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- (b) as owner, NBN Co Limited has the right to maintain, repair, alter, remove or replace the Pit and Pipe Works.
- 18.2 Where there are any Pathways Works or Horizontal MDU Pit and Pipe Works within the Principal Scheme the Principal Body Corporate grants a licence to NBN Co Limited for:
- (a) the exclusive use of any Pathways and any Horizontal MDU Pit and Pipe Works; and
 - (b) the non-exclusive use of other Pathway Works (subject to Minimum Spatial Requirements).
- 18.3 The Principal Body Corporate, each Owner and Occupier agrees that in accordance with Schedule 3 of the *Telecommunications Act* and any associated instruments (**Schedule 3**), they waive and agree to waive;
- (a) their rights to be given notice in relation to any activity to be undertaken within the Principal Scheme or any areas ancillary to the Principal Scheme which is authorised under Schedule 3; and
 - (b) any right they may have to object to those activities.
- 18.4 The Principal Body Corporate, each Owner and Occupier agrees if requested by NBN Co Limited, confirm and agree to the matters set out in this By-Law in a form reasonably satisfactory to NBN Co Limited.
- 18.5 Terms used in this By-law have the meanings given to them in the Short Form Development Agreement entered into by the original owner to enable the Principal Scheme to be part of the National Broadband Network.

SELLER'S NOTE: THIS BY-LAW MAY BE AMENDED ONCE THE TERMS AND REQUIREMENTS OF NBN ARE KNOWN. NO REPRESENTATION IS MADE BY THE SELLER THAT NBN WILL BE AVAILABLE TO THE SCHEME AT SETTLEMENT.

19. Various matters concerning Principal Common Property

- 19.1 Washing of vehicles must only occur in designated areas.
- 19.2 The Speed Limit must not be exceeded while driving any vehicle on the Principal Common Property or Subsidiary Common Property.
- 19.3 Occupiers must not:
- (a) interfere with the lawful use of the Principal Common Property;
 - (b) interfere with the use of access ways or any easement giving access to or through the Principal Common Property;
 - (c) use Principal Common Property facilities for any purpose for which they were not intended for use;
 - (d) alter, operate, damage or in any way deface any structure that forms part of the Principal Common Property or any Principal Body Corporate asset without the prior written consent of the Principal Body Corporate; or
 - (e) smoke cigarettes or any other substance whilst on the Principal Common Property is the residents club area.
- 19.4 Occupiers must give Notice to the Principal Body Corporate of any accident which occurs or arises out of or relates to Principal Common Property.

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19.5 No auction sales are to be conducted upon the Principal Common Property without the prior written permission of the Principal Body Corporate.

20. Lot utility infrastructure located on Principal Common Property

20.1 Lot Utility Infrastructure may, subject to consent of the Principal Body Corporate, be located on Principal Common Property. No consent is required for Lot Utility Infrastructure which is installed by a Developer.

20.2 Owners are responsible for:

- (a) the repair, maintenance and replacement of; and
- (b) any loss or damage to,

Lot Utility Infrastructure.

20.3 The Principal Body Corporate must allow access to service contractor of Owners to the area of Principal Common Property where the Lot Utility Infrastructure is located at all reasonable times and upon reasonable notice to enable Owners to comply with this By-law.

21. Empowering By-Law

21.1 The Principal Body Corporate may supply, or engage another person to supply, utility services and other services for the benefit of Owners and Occupiers, if the services consist of 1 or more of the following:

- (a) maintenance services including, for example, cleaning, repairing, painting, pest prevention or extermination or mowing;
- (b) communication services including, for example, the installation and supply of telephone, intercom, computer, data or television; and
- (c) domestic services including, for example, electricity, gas, water, garbage removal, air conditioning or heating.

21.2 The Principal Body Corporate may, by agreement with a person for whom services are supplied, charge for the services (including for the installation of, and the maintenance and other operating costs associated with, utility infrastructure for the services), but only to the extent necessary for reimbursing the Principal Body Corporate for supplying the services.

21.3 In acting under this Empowering By-Law, the Principal Body Corporate must, to the greatest practicable extent, ensure the total cost to the Principal Body Corporate (other than body corporate administration costs) for supplying a service, including the cost of a commercial service, and the cost of purchasing, operating, maintaining and replacing any equipment, is recovered from the users of the service.

21.4 Nothing in this Empowering By-Law limits the powers or obligations of the Principal Body Corporate in relation to services under the BCCM Act or the relevant regulation module.

22. Security system for access to facilities in the Principal Common Property

22.1 The Principal Body Corporate may provide a security key and access control system regulating access to facilities in the Principal Common Property (**Security System**).

22.2 The following rules apply to any Security System:

- (a) the Principal Body Corporate must supply keys or access control devices (**Access Devices**) to each Owner;
- (b) the Principal Body Corporate need not supply any additional or replacement Access Devices unless the individual owner pays the costs of those keys;

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- (c) the Principal Body Corporate must be notified of any lost Access Devices as soon as possible;
- (d) the Principal Body Corporate may cancel Access Devices that are reasonably believed to be lost;
- (e) each Occupant must comply with the Security System, including closing doors and gates; and
- (f) Occupants must not do anything that may compromise the operation of the Security System.

22.3 The Principal Body Corporate may also provide Access Devices to its employees and contractors. The access given to employees and contractors must be limited to the needs of their jobs.

23. Rights of caretaker and letting agent

23.1 While there is a Principal Service Contractor that service contractor may provide its caretaking services to the Principal Body Corporate (in accordance with the terms of that engagement) to the exclusion of all others.

23.2 Any Principal Service Contractor may affix and display on the Principal Common Property such signs and advertisements as may be reasonably required by it in the performance of its duties and in the exercise of its rights under any authorisation or engagement.

23.3 Whilst there is a Principal Service Contractor, the Principal Body Corporate will not:

- (a) directly or indirectly provide any of the services for which the Principal Service Contractor is engaged is authorised;
- (b) permit any person, including its staff to carry on or render or be concerned in any business which competes with the business carried on or may be carried on by the Principal Service Contractor;
- (c) enter into with any other person an agreement, authority or appointment which is similar to the agreements with the Principal Service Contractor; and
- (d) make any part of the Principal Common Property available to any person for the purpose of conducting any business which competes with the business carried on under the agreements with the Principal Service Contractor.

24. Lease or licence of Principal Common Property

The Original Owner may by notice to the Principal Body Corporate direct the Principal Body Corporate to grant a lease or licence over areas of Principal Common Property to utility providers or retailers on such terms and conditions as the Original Owner determines. If that happens, the Principal Body Corporate is required to grant the lease or licence as directed by the Original Owner and such grant may be effected without the authority of a resolution without dissent or special resolution of the Principal Body Corporate as contemplated by Section 159(4) of the Accommodation Module. Without limitation, the lease or licence may be granted on the basis that the lessee or licensee pays the Original Owner a fee for procuring the grant of the lease or licence which fee will be retained by the Original Owner for its total benefit. For example, the Original Owner may give a notice to the Body Corporate for a lease or licence for the following matters:

- (a) a lease of the rooftop area to a telecommunications provider for the installation and use of telecommunications equipment; or
- (b) a licence to a coffee shop operator in respect of any Principal Common Property; or
- (c) a lease in favour of an electricity utility supplier for the keeping of electricity infrastructure.

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25. Display and promotional functions

Despite anything else in these By-Laws, the Original Owner may:

- (a) use or permit any Subsidiary Residential Lot to be used, for the purposes of a Display;
- (b) erect or permit signage to be erected within the Principal Scheme or a Subsidiary Scheme (provided this complies with all laws); and
- (c) carry out promotional and marketing functions from the Principal Common Property and Subsidiary Common Property (but must minimise the disturbance to Occupiers in doing so).

26. Carrying out of Development

26.1 A Developer may, at any time, to facilitate the further carrying out of the development of the Principal Scheme, enter upon the Principal Common Property (without the consent of the Principal Body Corporate) or Subsidiary Common Property (without the consent of the Subsidiary Body Corporate) to undertake works on, to or within those areas of any kind, including, without limitation:

- (a) excavation and general earthworks;
- (b) construction of improvements generally;
- (c) construction of new Principal Common Property or Subsidiary Common Property;
- (d) construction on existing Principal Common Property or Subsidiary Common Property of improvements and facilities and modification of existing Principal Common Property or Subsidiary Common Property including construction considered necessary by the Developer to establish utility infrastructure and utility services and connections thereto;
- (e) construction of areas to be dedicated to Council or other Authorities such as roads or parklands or satisfy the conditions of any approvals;
- (f) construction of and connection to services and infrastructure whether public or private including, without limitation, sewerage, gas, water, stormwater, electricity, telephone, fibre optics, communication services and infrastructure and connections thereto; and
- (g) changes and modifications to and completion of any of the above as required for the carrying out of the Development or completion of the Principal Scheme or any Subsidiary Scheme.

26.2 Without limiting the rights of the Developer under By-law 26.1, a Developer may, without the consent of the Principal Body Corporate or the Subsidiary Body Corporate:

- (a) temporarily close off portions of the Principal Common Property or Subsidiary Common Property (including for extended periods of time) to enable works to be carried out or otherwise for safety purposes;
- (b) gain access at any time over the Principal Common Property or Subsidiary Common Property to the place or area of works, with or without vehicles, building goods and materials, machinery and equipment;
- (c) carry out works and modification to the Principal Common Property or Subsidiary Common Property as determined by the Developer as necessary to carry out the Development or complete the Principal Scheme or any Subsidiary Scheme;
- (d) damage the Principal Common Property or Subsidiary Common Property for the purpose of carrying out the Development or completion of the Principal Scheme or any Subsidiary Scheme including excavation and earth works;

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- (e) use Principal Common Property, Subsidiary Common Property and improvements thereon for support, both temporary and permanent;
- (f) allow cranes, scaffolding, hoarding and the like and other building equipment to be placed on or to overhang over Principal Common Property or Subsidiary Common Property;
- (g) build improvements, temporary and permanent, on Principal Common Property or Subsidiary Common Property; and
- (h) install and keep signage on the Principal Common Property and Subsidiary Common Property.

26.3 The Developer may exercise its rights in the company of or through its builders, contractors, agents, employees and other authorised parties.

26.4 While any construction or building operations are occurring within the Development, Occupiers must comply with the reasonable directions of the Developer (and others authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

26.5 While any construction or building operations are occurring within the Development, Occupiers must comply with the reasonable directions of any Developer (and others authorised by it). In particular, they must comply with safety directions and any altered traffic (vehicle and pedestrian) flow directions.

26.6 The Principal Body Corporate, any Owners and Occupiers must, without limitation:

- (a) not object to;
- (b) not do anything that in any way hinders, prevents or delays;
- (c) give all necessary consents to enable and facilitate;
- (d) pass all necessary resolutions (including resolutions of the Principal Body Corporate required to be passed without dissent to enable and facilitate);
- (e) grant exclusive use rights, special privilege rights, access licences and other rights as required by a Developer to enable and facilitate; and
- (f) sign all consents, survey plans and documents including new community management statements, building management statements, transfers, survey plans, easements, surrenders of easements, as required by a Developer to enable and facilitate,

the further carrying out of the development of the Principal Scheme and any Subsidiary Scheme.

26.7 The rights of a Developer under this By-Law apply notwithstanding any inconsistency with any other By-Law, including the application of any By-Law in respect of any Development Lot (as defined in Schedule B). For example, By-Laws regarding alteration to Subsidiary Residential Lots, maintenance and upkeep, insurance, acoustics, flammable substances, auction sales and the like do not apply to Development Lots.

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27. COUNCIL MANDATED CONDITIONS

IMPORTANT NOTICE – the Seller may not yet have obtained all approvals required for the Principal Scheme. Set out below are conditions that the Seller anticipates may be required to be included in this Community Management Statement or otherwise brought to the attention of the Buyer. The Seller, in order to comply with or to correctly bring the attention of the Buyer to the conditions of any approval once obtained, may make variations and omissions to the draft conditions below. We direct the attention of the Buyer to the Contract Terms in this regard.

Stormwater

CONDITION	
121	<p>Stormwater Quality (MCU)</p> <p>Manage stormwater quality in accordance with this condition.</p> <p>121(a) Implement Stormwater Quality Management</p> <p>Implement the stormwater quality treatment strategy outlined within the APPROVED DRAWINGS AND DOCUMENTS and any engineering drawings and documents approved pursuant to conditions contained in this development approval. Where a proprietary stormwater quality improvement device has been used to meet the water quality objectives, ensure the device has been approved by Brisbane City Council for use in achieving the water quality targets and meets the required manufacturers specifications (in terms of number and size of units and any pre-treatment requirements).</p> <p>Note: This condition does not require any further approval from Council.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW), and then to be maintained.</p> <p>121(b) Water Quality Maintenance Management Plan</p> <p>Prepare and implement a Water Quality Maintenance Management Plan in accordance with the Water by Design 'WSUD Technical Design Guidelines for South East Queensland'. The plan must be prepared and certified by a Registered Professional Engineer Queensland.</p> <p>Note: This condition does not require any further approval from Council.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW), and then to be maintained.</p> <p>121(c) Submit Certification</p> <p>Submit to Development Services certification from a Registered Professional Engineer Queensland confirming that the stormwater quality treatments strategy required pursuant to part (a) of this condition has been implemented and where a proprietary stormwater quality improvement</p>

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CONDITION	
	<p>device has been used to meet the water quality objectives, the device has been approved by Brisbane City Council for use in achieving the water quality targets and meets the required manufacturers specifications (in terms of number and size of units and any pre-treatment requirements).</p> <p>Note: Manufacturers that have approved devices by Brisbane City Council will be able to provide evidence of Council approval for use.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW).</p> <p>121(d) Maintain Management Plans</p> <p>Maintain the certified Water Quality Maintenance Plan and the stormwater quality treatment strategy required pursuant to part (a) of this condition. Include the Water Quality Maintenance Plan in any building management strategy, building management statement or community management statement.</p> <p>Timing: To be maintained.</p>
180	<i>Clause repeated as in 121 above</i>
237	<p>Stormwater Quality (MCU)</p> <p>Manage stormwater quality in accordance with this condition.</p> <p>Manage stormwater quality to the proposed bio-basin and the new wetland to ensure the design is in accordance with the approved Stormwater Operation Works Plans and the hydraulics requirements of the bio-basin and wetland, to achieve the intended purpose of the bio-basin and the new wetland.</p> <p>237(a) Implement Stormwater Quality Management</p> <p>Implement the stormwater quality treatment strategy outlined within the APPROVED DRAWINGS AND DOCUMENTS and any engineering drawings and documents approved pursuant to conditions contained in this development approval. Where a proprietary stormwater quality improvement device has been used to meet the water quality objectives, ensure the device has been approved by Brisbane City Council for use in achieving the water quality targets and meets the required manufacturers specifications (in terms of number and size of units and any pre-treatment requirements).</p> <p>Note: This condition does not require any further approval from Council.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW), and then to be maintained.</p> <p>237(b) Water Quality Maintenance Management Plan</p> <p>Prepare and implement a Water Quality Maintenance Management Plan in accordance with the Water by Design 'WSUD Technical Design Guidelines for South East Queensland'. The plan must be prepared and certified by a Registered Professional Engineer Queensland.</p>

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CONDITION	
	<p>Note: This condition does not require any further approval from Council.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW), and then to be maintained.</p> <p>237(c) Submit Certification</p> <p>Submit to Development Services certification from a Registered Professional Engineer Queensland confirming that the stormwater quality treatments strategy required pursuant to part (a) of this condition has been implemented and where a proprietary stormwater quality improvement device has been used to meet the water quality objectives, the device has been approved by Brisbane City Council for use in achieving the water quality targets and meets the required manufacturers specifications (in terms of number and size of units and any pre-treatment requirements).</p> <p>Note: Manufacturers that have approved devices by Brisbane City Council will be able to provide evidence of Council approval for use.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW).</p> <p>237(d) Maintain Management Plans</p> <p>Maintain the certified Water Quality Maintenance Plan and the stormwater quality treatment strategy required pursuant to part (a) of this condition. Include the Water Quality Maintenance Plan in any building management strategy, building management statement or community management statement.</p> <p>Timing: To be maintained.</p>
301	<i>Clause repeated as in 121 above</i>
370	<i>Clause repeated as in 121 above</i>
439	<i>Clause repeated as in 121 above</i>

Balconies

CONDITION	
270	<p>Balconies/Verandahs/Terraces</p> <p>No balconies/verandahs/terraces may be enclosed with solid balustrades, solid walls, fixed and/or operable, moveable or adjustable screening unless these features are clearly shown on the APPROVED DRAWINGS AND DOCUMENTS.</p> <p>Note: Any Community Management Statement that may apply to this approval must contain a by-law which reflects the requirements of this condition.</p>

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CONDITION	
337	Clause repeated as in 270 above
406	Clause repeated as in 270 above

Fire Mains

CONDITION	
45	<p>Construct Private Internal Fire Main and Hydrant(s)</p> <p>Construct private internal water mains with fire hydrants to serve the development where any point of a possible building envelope is or will be more than 80 metres (when the distance is measured around the perimeter of the building envelope) from a Qld Urban Utilities (QUU) hydrant.</p> <p>The main is to be designed and constructed in accordance with the current version of the <i>'Fire Hydrant and Vehicle Access Guidelines for Residential, Commercial and Industrial Lots'</i> (GuRCIL) by the Queensland Fire and Emergency Services and the relevant Brisbane Planning Scheme Codes.</p> <p>Where the unassisted water supply cannot meet the flow & pressure requirements of the GuRCIL, the design & installation of a Fire Hydrant System is to be in accordance with the current version of AS2419.</p> <p>Accessible hardstand is to be provided for emergency vehicles within 20m of a fire hydrant(s) and the design and installation is to satisfy the requirements for feed hydrants of the current version of GuRCIL. Where emergency vehicles cannot be located within 20m of a fire hydrant(s), the design & installation of the Fire Hydrant System is to be in accordance with the current version of AS2419.</p> <p>The private main shall be supplied from a Queensland Urban Utilities (QUU) water service and meter. This water service requirement is to be included in the development's Water Approval.</p> <p>45(a) Access and Ownership of main</p> <p>The hydrants must be located to allow 24 hour access for emergency and maintenance vehicles.</p> <p>Ownership and maintenance responsibility for the private main and hydrant(s) must exist and remain with a single legal entity, which represents the owner(s) of any property served by the private main and hydrant(s). This legal entity is to be to the satisfaction of QUU for billing purposes and is to be a requirement of the development's Water Approval. This legal entity must remain in place for the life of the development, be responsible for the cost of water consumption charges at the QUU boundary meter, and be responsible for maintaining the private main and hydrant(s), for the life of the development. The responsibilities of the legal entity must remain in effect on transfer of the property title.</p> <p>Timing: at all times.</p> <p>45(b) Submit Hydraulic Plan</p>

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CONDITION	
	<p>Submit detailed hydraulics plans showing the design of the work and obtain a Compliance Permit for regulated work (Plumbing and Drainage Installation) under the <i>Plumbing and Drainage Act 2002</i> from the Manager, Plumbing Services Group.</p> <p>Timing: Prior to site/operational/building work commencing.</p> <p>45(c) Implement Approved Plans</p> <p>Construct the works in accordance with the approved hydraulics plan. Obtain a Compliance Certificate for the constructed works from the Manager, Plumbing Services Group.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW), or prior to Council's notation of the plan of subdivision (ROL).</p> <p>45(d) Submit Documentation</p> <p>Submit the following documentation to Development Services:</p> <ul style="list-style-type: none"> - Submit a copy of the Compliance Certificate from the Manager, Plumbing Services Group - Submit a copy of the QUU Connection Certificate, indicating all requirements of the development's Water Approval have been satisfied. - Submit an undertaking that future and potential property owners will be advised of the private fire fighting infrastructure, who owns that infrastructure and the maintenance responsibilities for the infrastructure. <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW), or prior to Council's notation of the plan of subdivision (ROL).</p> <p>45(e) Notify Future Owners</p> <p>The developer must notify all future and potential property owners of the private fire main and hydrants, and ownership responsibilities for the private fire main and fire hydrant.</p> <p>Timing: To be maintained.</p>
126	<i>Clause repeated as in 45 above</i>
185	<i>Clause repeated as in 45 above</i>
306	<i>Clause repeated as in 45 above</i>
375	<i>Clause repeated as in 45 above</i>
444	<i>Clause repeated as in 45 above</i>

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Environmental Protection Zone

CONDITION	
98	<p>Environmental Protection Zone</p> <p>Retain, protect and maintain all vegetation and ecological features within the approved Environmental Protection Zone shown on approved Ecological Zone Plan, Drawing No: 30 18 Oct 2018 DA10 17050 received 18 October 2018 (amended in red on 12 December 2018). The following requirements must be met and maintained to support the approved Environmental Protection Zone.</p> <p>98(a) Restrictions within Approved Environmental Protection Zone</p> <p>No part of any building or structure (including but not limited to swimming pools, tennis courts, retaining walls, tanks), no facilities associated with the development, no open space, no recreation areas, no landscaping, no on-site stormwater drainage, no on-site wastewater treatment, no areas of disturbance (including excavation and filling), no storage/stockpiles of materials, no on-site parking, no access and no manoeuvring areas and no bushfire management measures must be located on any part of the site within the approved Environmental Protection Zone whether for temporary, short-term or long-term periods unless approved in this approval or subsequent Operational Works / Compliance Assessment approvals, or otherwise agreed in writing by Development Services.</p> <p>Timing: To be maintained.</p> <p>98(b) Environmental Protection Zone Set Out</p> <p>A Registered Surveyor must survey and peg the approved Environmental Protection Zone.</p> <p>Timing: Prior to site/operational/building work commencing and to be maintained while development is being undertaken (BW, MCU and ROL) or while marketing a lot for sale (ROL).</p> <p>98(c) Notification to Prospective Purchasers</p> <p>Notify all prospective purchasers of the site(s) of the requirements and effects of this condition.</p> <p>Timing: At the time of marketing a lot for sale.</p>
158	<i>Clause repeated as in 98 above</i>
221	<i>Clause repeated as in 98 above</i>

Refuse Collection

CONDITION	
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CONDITION	
117	<p>Refuse Collection - On Site</p> <p>Provide for the installation and collection of waste/recycling bins by Brisbane City Council's Waste Services.</p> <p>117(a) Arrange Refuse Collection</p> <p>Arrange for the installation of waste/recycling bins by Brisbane City Council's Waste Services and for the subsequent collection of waste including recycling from the site.</p> <p>Timing: A minimum of four weeks prior to the commencement of use and then to be maintained.</p> <p>117(b) Notify Future Owner</p> <p>The owner must notify any future owner/body corporate that the development has been approved on the basis that an indemnity must be provided for refuse collection vehicles to enter the property.</p> <p>Timing: At time of a change of ownership.</p> <p>117(c) Indemnify Council</p> <p>The owner and any subsequent owner must indemnify Council and its agents in respect of any damage to the pavement and other driving surfaces.</p>
176	<i>Clause repeated as in 117 above</i>
297	<i>Clause repeated as in 117 above</i>
366	<i>Clause repeated as in 117 above</i>
435	<i>Clause repeated as in 117 above</i>

SCHEDULE D ANY OTHER DETAILS

Statutory Easements

Lots affected by statutory easements are as follows:

Lots on Plan or Common Property	Statutory Easement
Common Property of Ashford Principal CTS Lots 900 & 901 on SP 316691	Support
Common Property of Ashford Principal CTS Lots 900 & 901 on SP 316691	Utility Services and Utility Infrastructure
Common Property of Ashford Principal CTS Lots 900 & 901 on SP 316691	Shelter

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Lots on Plan or Common Property	Statutory Easement
Common Property of Ashford Principal CTS Lots 900 & 901 on SP 316691	Projections
Common Property of Ashford Principal CTS Lots 900 & 901 on SP 316691	Maintenance of building close to boundary

Services Location Diagrams

The location of the current service easements are as follows:

Lots and / or Common Property affected	Service Easement	Service Location Diagram
Common Property of Ashford Principal CTS Lots 900 & 901 on SP 316691	gas service, electricity service, water service, fire service, telecom service, sanitary drainage service, stormwater service	Attached and marked "SLD"

Seller's Note: At the time of preparation of this draft Community Management Statement, the proposed location of services may not be known. The Service Location Diagram and the table above will be finalised once the location of the services are known. If required, the Seller will give to the Buyer a further statement under section 214 of the *Body Corporate and Community Management Act* outlining the changes to be made to this Community Management Statement at the time that the location of the services becomes known or at some other time as determined by the Seller. The Buyer under the Contract Terms has represented to the Seller that the Buyer agrees that the Section 213 Statement is substantially complete notwithstanding that the type and location of the service easements are not known and/or not disclosed.

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INSERT SLD DIAGRAM HERE

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SCHEDULE E ALLOCATION OF EXCLUSIVE USE AREAS

Nil

PART A - STATUTORY DISCLOSURE

PROPOSED BODY CORPORATE MANAGER'S AGREEMENT

(follows this page)



This Agreement is made this _____ day of _____ 20____
(insert date) (insert month)

BETWEEN

The Body Corporate for Ashford Land CTS (“the Body Corporate”)
of 50 Ashmore Street, Everton Park Q 4053

AND

Archers Body Corporate Management Pty Ltd ABN 34 010 611 695
 (“the Manager”)
of Level 4, 97 Creek Street, Brisbane Qld 4000

ABOUT THIS AGREEMENT

This Agreement is produced by the SCA (Qld). It provides for the engagement of a professional manager by a Body Corporate.

This Agreement may only be used by professional managers holding a *Practicing Certificate* issued by SCA (Qld).

Under this Agreement, the Body Corporate appoints the Manager as the body corporate manager for the Scheme.

TERMINATION OF THE AGREEMENT

This Agreement is a binding legal document. The engagement of the professional manager may be terminated only in accordance with Clause 12.

TERM, OPTIONS AND PRICES

This Agreement may be for a term of up to three years (including options) - See Clause 3.

All costs expressed in dollar (\$) terms exclude any applicable GST – See Clause 14.

SPECIAL CONDITIONS TO THE AGREEMENT

Any special conditions to this Agreement appear in Item J.

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FURTHER ADVICE

Body corporate managers and others seeking to use this Agreement should seek independent legal advice if questions exist concerning any provisions contained within this Agreement.



Postal Address: GPO Box 3025
Brisbane, QLD 4001

Street Address: Level 4, 97 Creek Street
Brisbane, QLD 4000

Phone: 07 3220 9400
Fax: 07 3220 9499
Email: brisbane@abcm.com.au



STANDARD CONDITIONS

1. INTRODUCTION

- 1.1 All words having a defined meaning in the Act have the same meaning in this Agreement (unless the context otherwise requires).
- 1.2 In this Agreement, terms in bold in the Reference Schedule have the meanings shown opposite them.
- 1.3 Unless the context otherwise permits
 - a) "Act" means the Body Corporate and Community Management Act (Qld) 1997;
 - b) "Additional Services" means those services stated in Items C & D of the Reference Schedule;
 - c) "Agreed Services" means those services stated in Item B of the Reference Schedule;
 - d) "Authorised Powers" means all those powers of the executive committee members of the Body Corporate that are capable of exercise by a body corporate manager under the Act unless otherwise amended or excluded under the Special Conditions to this Agreement;
 - e) "Committee" means the committee chosen by the Body Corporate pursuant to the Act;
 - f) "CPI" means the Consumer Price Index (All Groups) for Brisbane as published by the Australian Bureau of Statistics;
 - g) "Disbursements" means the disbursements listed in Item E of the Reference Schedule.
 - h) "Module" means the regulation module of the Act applying to the Scheme from time to time, which at the commencement of the Agreement is the module referred to in Item J of the Reference Schedule;
 - i) "Privacy Act" means the *Privacy Act* 1988 (Cth);
 - j) "Reference Schedule" means the reference schedule annexed to this Agreement;
 - k) "Review Date" means each anniversary of the commencement date of this Agreement;
 - l) "SCA (Qld)" means Strata Community Association (Qld) Limited ACN 163 881 927;
 - m) "Scheme" means the community title scheme for which the Body Corporate is the body corporate;
 - n) "Special Conditions" means the special conditions noted in Item J of the Reference Schedule;
 - o) "Standard Conditions" means the standard condition applying to this Agreement;
 - p) "Term" means the term set out in Item A of the Reference Schedule.
- 1.4 A reference to an Item is a reference to the applicable Item in the Reference Schedule.
- 1.5 This Agreement comprises the -
 - a) Standard Conditions;
 - b) Special Conditions (if any); and
 - c) Reference Schedule.
- 1.6 Where there is any inconsistency between any Special Condition to this Agreement and the Standard Conditions, the Special Condition prevails.

2. WHAT IS THIS AGREEMENT?

- 2.1 The Body Corporate appoints the Manager as the body corporate manager for the Scheme and the Manager accepts the appointment.
- 2.2 The Manager is engaged by the Body Corporate (as an independent contractor and not as an employee of the Body Corporate) to supply administrative services only (comprising the Agreed Services and the Additional Services where applicable) to the Body Corporate.
- 2.3 The parties acknowledge and agree that the appointment of the Manager is not an engagement of the Manager under Chapter 3 Part 5 of the Module.
- 2.4 For the avoidance of doubt, the Body Corporate acknowledges and agrees that this Agreement is not a property maintenance agreement and that the Manager is not required under this Agreement to carry out any property maintenance for the Scheme.

3. WHAT IS THE TERM OF THIS AGREEMENT?

- 3.1 The Manager is appointed for the Term.

4. WHAT ARE THE DUTIES OF THE MANAGER UNDER THIS AGREEMENT?

- 4.1 The Manager must supply the Agreed Services stated in Item B to the Body Corporate in accordance with the terms of this Agreement.
- 4.2 The Manager may supply the Additional Services stated in Items C & D to the Body Corporate at the Body Corporates request.
- 4.3 The Body Corporate must pay the Manager the Additional Fees for the provision of the Additional Services.
- 4.4 During the Term, the Manager shall have the custody of the common seal of the Body Corporate.
- 4.5 The Manager will at all times comply with:
 - a) the Act;
 - b) the Module;
 - c) the code of conduct in the Act applying to professional managers; and
 - d) the *Code of Ethical Conduct* published by SCA (Qld).
- 4.6 The Body Corporate will use its best endeavours to ensure the voting committee members at all times aware of their obligations under and shall comply with, the code of conduct in the Act applying to voting committee members.

5. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER?

- 5.1 The Body Corporate authorises the Manager to exercise the Authorised Powers.
- 5.2 The Manager shall only exercise the Authorised Powers to facilitate the performance of the Agreed Services or any Additional Services.
- 5.3 The Manager is not under any obligation to exercise the Authorised Powers except to the extent necessary



to facilitate the performance of the Agreed Services and the Additional Services.

5.4 Without limiting clause 5.2, the Manager is specifically authorised to administer funds controlled by the Body Corporate.

5.5 The authorisation given by the Body Corporate to the Manager to exercise the Authorised Powers under this clause 5 does not:

- a) make the Manager responsible for performing the statutory functions of the Body Corporate or the Committee;
- b) relieve the Body Corporate or the Committee of their statutory functions.

5.6 The Body Corporate specifically authorises the Manager to:

- a) obtain quotations for insurances required to be effected by the Body Corporate under the Act or the Module;
- b) effect, on behalf of the Body Corporate such insurances as the Body Corporate directs the Manager to obtain;
- c) pay insurance premiums from the Body Corporates funds; and
- d) submit insurance claims to the Body Corporates insurers which the Body Corporate acknowledges forms part of the Additional Services.

5.7 The Body Corporate agrees and acknowledges that the Manager, in performing the service under clause 5.6, is not providing advice, nor is the Manager obliged to provide advice as to what insurance policy or policies the Body Corporate ought effect and the Body Corporate agrees and acknowledges it does not rely on the Manager (nor is it reasonable to rely on the Manager) to advise in respect of which insurances may be suitable for the Body Corporate and/or the extent, nature, level or appropriateness of any insurance policy effected from time to time by the Body Corporate.

6. HOW IS THE MANAGER TO BE PAID?

6.1 The Body Corporate must pay the Manager:

- a) for the performance of the Agreed Services – the fee stated in Item B (as reviewed in accordance with this Agreement) at the time indicated in Item B;
- b) for the performance of the Additional Services – the fees stated in Items C & D (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties; and
- c) for Disbursements associated with the provisions of the Agreed Services or the Additional Services – the amount stated in Item E (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties.

6.2 The Manager may -

- a) charge the Body Corporate for Disbursements at the rates stated in Item E for the Agreed Services and Additional Services (which may include a margin above cost to the Manager);
- b) keep fees received by it for:

(a) information which the Manager must supply about the Body Corporate under the Act or the Module (e.g. information certificate under section 205 of the Act);

(b) services supplied at the request of lot owners (e.g. information required to prepare a disclosure statement under section 206 of the Act); and

c) retain commissions paid to it by the providers of services to the Body Corporate as disclosed in Item H;

6.3 The Body Corporate must pay fees for Agreed Services, the Additional Fees and the Disbursements by EFT or direct debit (at the election of the Manager) to the Manager's nominated account, or otherwise as directed by the Manager from time to time;

6.4 When the Term is greater than one (1) year, the Body Corporate agrees that on each anniversary of the commencement date of this Agreement the Manager may increase the fee for the Agreed Services to an amount which is the greater of:

a) The fee paid for the immediately preceding year increased by the fixed percentage increase amount stated in Item F ; and

b) The amount calculated using the following formula:

$$A \times \frac{B}{C}$$

where:

A is the fee payable for the year immediately prior to the Review Date;

B is the CPI determined for the quarter ending immediately prior to the Review Date;

C equals the CPI determined for the quarter ending immediately prior to commencement of the year last concluded.

6.5 The Body Corporate agrees that the fees and charges payable for the Additional Services and Disbursements may be increased by the Manager on 1 July each year following commencement of this Agreement and the Body Corporate must pay the increased fees and charges by the Manager at the reviewed rate from time to time.

6.6 The increased fee for the Agreed Services is payable by the Body Corporate from that date which is the anniversary of the commencement date of this Agreement notwithstanding the fees may not be reviewed until after that date.

7. HOW DOES THE BODY CORPORATE GIVE INSTRUCTIONS TO THE MANAGER?

7.1 The Body Corporate must nominate in writing a person who must be a committee voting member to communicate with the Manager on behalf of the Body Corporate (the Nominee). In the event that no person is nominated by the Committee, the chairperson of the Committee is taken to be the Nominee.

7.2 The Body Corporate may replace the Nominee by written notice to the Manager.



8. DISCLOSURE OF ASSOCIATES

- 8.1 If the Body Corporate considers and / or proposes to enter into a contract with a provider of goods and / or services and that provider is an associate of the Manager, then the Manager must disclose the relationship to the Body Corporate:
- the Manager is aware of the proposed contract then before the contract is entered into; or
 - otherwise as soon as it becomes aware that the contract is being and/or has been entered into.
- 8.2 The Manager discloses that at the commencement of this Agreement it is associated with the providers of goods and services stated in Item H and that shall be sufficient disclosure of these relationships for the purposes of clause 8.1 and the disclosure requirement in the Module.
- 8.3 Where the Manager has an arrangement with the provider of goods and/or services, and the Manager is entitled to receive a commission if the Body Corporate enters into a contract with that provider, then:
- the details (including the commission, payment of other benefit) of any existing arrangement between the Manager and the provider as at the commencement of this Agreement are disclosed in Item H and the Body Corporate acknowledges such disclosure satisfies the disclosure requirements in the Module; or
 - for a new arrangement entered into after the commencement of this Agreement - the Manager must disclose to the Body Corporate the details of that arrangement before accepting any commission from the provider.
- 8.4 With the exception of any arrangement disclosed by the Manager as described in clause 8.3, the Manager must not, without the prior consent of the Body Corporate receive any commission from any contractor or supplier because the Body Corporate entered into an agreement with the contractor or supplier.

9. RELEASE & INDEMNITY BY THE BODY CORPORATE

- 9.1 The Body Corporate:
- Releases, discharges and forever holds harmless the Manager (to the extent permitted by law) from any damages, losses, liabilities, costs, expenses and/or claims arising from or in connection with any act or omission of the Body Corporate that did not result from the direct action or negligence of the Manager; and
 - Indemnifies and keeps indemnified the Manager against any damages, losses, liabilities, costs, expenses or claims incurred by the Manager (including the Manager being made a party to any litigation commenced by or against the Body Corporate); arising out of or in connection with any act or omission of the Body Corporate that did not result from the direct action or negligence of the Manager.

10. BODY CORPORATE WARRANTY

- 10.1 The Body Corporate warrants it has validly passed any necessary resolutions required to enable it to enter into this Agreement with the Manager or give any authorisation under it.

11. TRANSFER OF THIS AGREEMENT

- 11.1 This Agreement may be transferred by the Manager only in accordance with the Act.

12. TERMINATING THIS AGREEMENT

- 12.1 Either party may terminate this Agreement in accordance with the Act and/or the Module.
- 12.2 The Manager may terminate this Agreement at any time and for any reason by giving 60 days written notice to the Body Corporate.
- 12.3 If the Body Corporate fails to pay the Manager any amount owing to it under this Agreement and the failure continues for a period of 14 days after notice of the failure is given to the Body Corporate by the Manager, then:
- the Manager may terminate this Agreement by giving 30 days written notice to the Body Corporate; and
 - the Body Corporate will reimburse the Manager for the Manager's costs of recovering that amount from the Body Corporate, including any legal costs on an indemnity basis

13. BODY CORPORATE RECORDS

- 13.1 On expiry or earlier termination of this Agreement, the Manager must deliver to the Body Corporate its seal and the records and other documents in accordance with the Act and the Module.
- 13.2 The Manager acknowledges that it does not have a lien over the seal and the records and other documents of the Body Corporate.
- 13.3 Without any obligation to on the part of the Manager, the Body Corporate authorises the Manager to hold any document of the Body Corporate in photographic or electronic image form.

14. GOODS AND SERVICES TAX

- 14.1 For the purposes of this clause, a goods and services tax ("GST") means any tax imposed by any government or regulatory authority which is a tax on goods and services, a tax on consumption, a value-added tax or any similar impost.
- 14.2 Unless GST is expressly included, any fee or consideration expressed to be payable by the Body Corporate under any part of this Agreement does not include any GST that may be payable on the supply for which the fee or consideration is paid.
- 14.3 The Body Corporate must pay to the Manager, in addition to any fee or consideration payable for the Agreed Services, Additional Services or Disbursements, any additional amount of GST payable on the supply of those services.
- 14.4 The Body Corporate and the Manager agree to do all things, including providing tax invoices and other documentation, necessary or desirable to assist the other in claiming any input tax credit, adjustment or refund for any GST payable under this Agreement.

15. MISCELLANEOUS

- 15.1 Any notice required to be given or served by either party to this Agreement shall be given or served in the same manner as is provided for in the *Property Law Act (Qld) 1974*.



- 15.2 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force unless the basic purposes of this Agreement would be defeated by severance of the offending provision. This Agreement shall be governed and construed with reference to the laws in force in the state of Queensland.

16. PRIVACY ACT

- 16.1 If the Manager holds Personal Information under this Agreement, the Manager must, subject to the Act, comply with Australian Privacy Principle 11 set out in Schedule 1 of the Privacy Act. For the purposes of this clause, "Personal Information" has the same meaning as in the Privacy Act.

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Administration Agreement Engagement of a Professional Manager

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REFERENCE SCHEDULE | BODY CORPORATE MANAGEMENT ADMINISTRATION AGREEMENT

ITEM

A. TERM OF AGREEMENT

A contracted term of 3 years commencing on [] and ending on []

Does the Manager hold a SCA (Qld) *Practising Certificate* YES NO

Does the Manager have professional indemnity insurance? YES NO

If so, how much? \$ 10,000,000

B. FEES FOR AGREED SERVICES

The fee for Agreed Services shall be \$140.00 per registered lot per annum payable in advance on the 1st of January, 1st of April, 1st of July and 1st of October.

The agreed services are as follows:

Secretarial
Description
Convene and attend the Annual General Meeting (AGM) up to [3] hours
Call nominations for the position of executive and ordinary members of the Committee
Prepare and distribute the notice of AGM and ancillary documentation for statutory motions
Record, distribute and file minutes of AGM
Prepare and distribute notices for committee meetings based on [3] meetings
Attend committee meetings based upon [3] meetings up to [3] hours for each meeting
Record, distribute and file minutes of committee meetings up to [3] number of meetings
Arrange for the appointment of a returning officer <i>(the engagement of the returning officer will be an additional expense to the Body Corporate – if required for a general meeting and will be charged at cost)</i>
Financial
Description
Open, maintain and operate a bank account for the administrative fund and sinking fund
Prepare a statement of accounts for each financial year
Prepare a draft budget for each financial year
Issue notices to lot owners for payment of contributions
Receipt and bank levies
Process and pay accounts
Prepare Financial records and statements as required by the Regulations for the Module (ref: Item I)



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Agreed Services Continued
Administrative
Description
Pay insurance premiums and organise renewal quotations for renewals
Establish and maintain the roll and registers
Maintain and keep records
Receive and administer routine correspondence (<i>i.e. simple requests and providing general information</i>)

C. ADDITIONAL PROFESSIONAL SERVICES (*exclusive of GST*)

Type of Additional Service	Charged	Amount (\$)
Travel expenses to attend On-Site	At ATO Rates	ATO Rate
Issuing Work Orders (<i>plus attendance fees at hourly rates – see item D</i>)	Work Order	56.00
Voting Outside Committee (Flying Minute)	Per Flying Minute	97.00
Reconvened Meeting	Each time	193.00
Internet Access	Per Lot	14.50
Preparation of Information for Audit of Records (<i>or at hourly rate – depending on the size of the scheme</i>)	Per Lot	8.20
Archive and data storage fee	Per Lot	4.70
On-charging of expenses	Per Invoice	20.50
Business Activity Statements (BAS) [1-100 Lots]	Per Quarter	257.50
[101-200 Lots]		288.00
[200+ Lots]		319.00
Preparation of Instalment Activity Statements (IAS)		32.00
Arrears Collection [1 st Notice]	Per Owner in arrears and on charged to owner of Lot	25.00
[2 nd Notice]		35.00
[3 rd Notice]		55.00
[Legal action referral fee]		99.00
[Management of levy repayment plan] - per month		10.00
Reversal of Discount on Levy Payment	Per transaction	15.30
Reversal of Penalty Interest	Per transaction	15.30
Term Deposit re-investment fee	Per roll over	15.30
Prepare and issue special levy	Per Levy	84.00



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D. HOURLY RATE | ADDITIONAL PROFESSIONAL SERVICES (exclusive of GST)

Schedule of hourly rates for Additional Professional Services are as follows:

Position	Hourly Rate
Director(s)	280.00
Insurance Manager	198.00
Senior Strata Community Manager	214.00
Strata Community Manager	193.00
Associate Community Manager	132.00
Accountant	168.00
Assistant Accountant	132.00
Administrative Staff	112.00

Additional services charged at hourly rates are:

Description
Any agreed services required to be undertaken outside of normal business hours (<i>being 8:30am to 5:00pm, Monday to Friday</i>).
Preparation of notice of meeting, distribution of minutes and attendance at meetings in excess of those stated in the agreed services (<i>including EGMs, Flying Minutes and Reconvened meetings</i>).
Any reasonable and lawful request by the Body Corporate which is not stated in Item B as an agreed service.
Collection of levy arrears.
Prepare and distribute other levy notices (e.g utility on-charging notices).
Provide advice to individual lot owners.
Insurance claim handling – other than when MAI Strata Pty Ltd are the approved Insurance Agent.
Preparation of Application or Legal Action/Submission to Commissioner for Body Corporate and the Building Services Authority or Solicitors.
Arranging for Lodgement of Documents with Department of Natural Resources and Mines.
Enforcement of by-laws including preparation of breach notices.
Liaison with Independent Contractors including major contracts.
Preparation of Cash Flow Analysis (<i>Accountant hourly rate</i>).
Reconciliation of Utilities (<i>Accountant hourly rate</i>).
Prepare and issue Ballot Papers (<i>Associate Community Manager rate</i>).
Preparation of income taxation return (<i>fee includes payment to external tax agent, Archer Gowland</i>).
Receive and administer non-routine correspondence (<i>i.e. circumstances where we must obtain committee instructions</i>).



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E. DISBURSEMENTS (exclusive of GST)

Are the Disbursements for the Agreed Services Flat Rate per Lot
 Cost per Item

Disbursements are charged per item are as follows:

Type of Disbursement	Charged	Amount (\$)
Telephone Calls	Per Call	0.53
Telephone Calls – Mobile		At Cost
Telephone Calls – Interstate and overseas		At Cost
Facsimile	Per Page	0.40
Photocopy (black and white 1 x single-sided copy)		0.56
Photocopy (colour)		1.58
Printing (BC Max)		0.56
Envelopes – DL Standard	Per Envelope	0.31
Ballot		1.53
Other		0.62
Reply Paid		0.71
Postage		Aust Post
Labels	Each	0.31
Archived records retrieval	Per Box	At Cost
Emails	Per Recipient	1.00
Scanning	Per Page	0.71
Dividers	Each	0.34
Divider packet		3.60
Sleeves		0.51
Manilla Folders		0.42
Manilla Files		2.19
Lever Arch Files	Per File	4.07
Levy Form	Per Form	0.74
Electronic Funds Transfer	Per Transfer	1.22
Letter head and follow on page	Per Page	0.33



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F. FIXED PERCENTAGE INCREASE

If the agreement is for more than one year, the fixed percentage increase is the higher of 3% or CPI.

G. DISCLOSURE OF ASSOCIATES

Providers that are associates of the Manager and the nature of the relationship.

Name of Company: Archer Gowland, Chartered Accountant
Relationship: Colin Archer is a Consultant
Work Performed: Preparation of Income Tax Returns; Tax & GST Lodgements; Rulings; and Tax & GST advice as required

Name of Company: Strata Compliance Solutions Pty Ltd
Relationship: Subsidiary Company of Archers BCM Pty Ltd
Work Performed: Provider of fire safety services, workplace health and safety services and quantity surveying services

Name of Company: ARC Utilities Pty Ltd
Relationship: Subsidiary Company of Archers BCM Pty Ltd
Work Performed: Provider of utility billing services

Name of Company: Archers The Strata Professionals T/A Smart Strata
Relationship: Subsidiary Company of Archers BCM Pty Ltd
Work Performed: Provider of contractor listings and education services

Name of Company: MAI Strata Pty Ltd ACN 586 043 892 64
Relationship: Subsidiary Company of Archers BCM Pty Ltd
Work Performed: Provider of insurance management services

H. DISCLOSURE OF COMMISSIONS

MAI Strata Pty Ltd may receive a fee from insurers, insurance brokers or other persons should it place the body corporate insurance business with any of the following insurance companies: CHU Underwriting Agencies, Allianz Insurance Australia, Strata Unit Underwriting Agency, Zurich, Mobius, CHUBB, AMP, Resilium, Longitude, QBE, CGU, Brooklyn, Strata Community Insurance Agencies, Swiss RE, Vero, AIG, Marsh Advantage Insurance Pty Ltd and other insurance companies and insurance brokers as notified to the body corporate from time to time.

I. RELEVANT MODULE

- Standard Commercial
 Accommodation Small Schemes

J. SPECIAL CONDITIONS (INCLUDING AMENDMENTS TO THE STANDARD CONDITIONS)

N/A



*Administration Agreement
Engagement of a Professional Manager*

For use by SCA (Qld) members with a Practising Certificate

THE COMMON SEAL of the Body Corporate for **Ashford Land CTS** was affixed pursuant to an ordinary resolution of the Body Corporate in the presence of:

(Signature)

(Print Name)

(Designation)

(Signature)

(Print Name)

(Designation)

(Date)

EXECUTED by **Archers Body Corporate Management Pty Ltd** pursuant to Section 127 of the Corporations Act 2001

(Director)

(Print Name)

(Date)

PART A - STATUTORY DISCLOSURE
PROPOSED LETTING AGREEMENT DEED

(follows this page)

Letting Agreement Deed

**Body Corporate for Ashford Land Community Titles Scheme
no. #[CTS number]#**

and

#[Insert]#

Ref JW: ##

Doc ID 679235823/v1

Level 19, 480 Queen Street, Brisbane QLD 4000 Australia
GPO Box 2033, Brisbane QLD 4001 Australia

Telephone +61 7 3169 4700
Facsimile 1300 368 717 (Australia) +61 2 8507 6581 (International)
hwlebsworth.com.au

Management Agreement Deed

Date

Parties	Body Corporate for Ashford Land Community Titles Scheme no. #[CTS number]# of C/ Archers Body Corporate, Level 4/97 Creek St, Brisbane City QLD 4000 (Body Corporate)
	#[Insert]# #[Insert ACN/ABN]# of #[Insert address]# (Letting Agent)

Recitals	A. The Act enables the Body Corporate to authorise a party to conduct a Letting Agent's Business.
	B. The Body Corporate has resolved to authorise the Letting Agent to conduct a Letting Agent's Business for the Scheme.
	C. The Letting Agent has agreed to accept the authorisation.

The parties agree, in consideration of, among other things, the mutual promises contained in this Deed as follows:

1. Dictionary

The following words and expressions have the following meanings:

Act	means the <i>Body Corporate and Community Management Act 1997</i> .
Deed	means this Management Agreement Deed and any schedule or annexures of it.
Alternate Letting Agent	means the alternate Letting Agent appointed under clause 7.
By laws	means the by laws for the Scheme.

Business Day	means any week day which is not a public holiday in Brisbane.
Committee	means the committee of the Body Corporate constituted under the Act.
Common Property	means the common property of the Scheme from time to time.
End Date	means #[DD/MM/20YY]#.
Letting Agent's Business	means the business: (a) of acting as the agent of Owners who choose to use the Letting Agent's services for securing, negotiating or enforcing (including collection of rents or tariffs for) leases or other occupancy of lots included in the Scheme; and (b) any ancillary businesses or activities as contemplated by section 16(4) of the Act as determined by the Letting Agent at its discretion.
Original Owner	Means MIRVAC QUEENSLAND PTY LTD ACN 060 411 207.
Regulation Module	means the regulation module under the Act which applies to the Scheme.
RG 140	means ASIC Regulatory Guide 140 about Strata Schemes, as amended from time to time and any ASIC Regulatory Guide that replaces or augments it.
Representative	means the person appointed by the Body Corporate under the clause titled 'Body Corporate Representative'.
Scheme	means Ashford Land Community Titles Scheme No. #[CTS NUMBER]#.
Start Date	means #[DD/MM/20YY]#.
Term	means the 25 year period starting on the Start Date and ending on the End Date.

2. Interpretation

2.1 In this Deed, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) singular includes plural and vice versa;
- (c) any gender includes every gender;

- (d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) clause means a clause of this Deed;
- (f) month means calendar month;
- (g) **including** and similar expressions are not words of limitation;
- (h) in any combination or list of options, the use of the word **or** is not used as a word of limitation;
- (i) a reference to a person, company, trust, partnership, unincorporated body or other entity includes any of them;
- (j) a reference to a party includes their successors, substitutes, transferees or assigns;
- (k) an agreement, representation, warranty or promise on the part of 2 or more persons binds each and all of them;
- (l) an agreement, representation, warranty or promise in favour of 2 or more persons is for the benefit of each and all of them;
- (m) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of it;
- (n) a reference to a clause, part, item, chapter, division, etc in a statute, code, regulation, ordinance or other law includes a reference to the renumbered, consolidated, amended, re-enacted or replacement version of it;
- (o) if any date falls on a Saturday, Sunday, or public holiday or bank holiday in the place where an act is to be performed or a payment is to be made then the date will be the week day next following such date;
- (p) a reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form; and
- (q) unless stated otherwise, one provision does not limit the effect of another.

2.2 No rule of construction will apply to a provision of this Deed to the disadvantage of a party merely because that party put forward the provision or would otherwise benefit from it.

3. Letting authorisation

- 3.1 The Body Corporate, for the period of the Term, from the Start Date to the End Date authorises the Letting Agent to conduct a Letting Agent's Business.
- 3.2 The Letting Agent:
- (a) accepts the authorisation contained in clause 3.1.
 - (b) may, but is not required to, conduct the Letting Agent's Business during the Term.
- 3.3 If the Letting Agent holds the necessary licences to do so, the Body Corporate also authorises the Letting Agent to provide services for the sale of lots in the Scheme and the sale and letting of lots outside the Scheme.
- 3.4 The Letting Agent may, but is not required to, use any lot in the Scheme in carrying out any Letting Agent's Business.

4. Short Term Letting

- 4.1 In carrying out the Letting Agent's Business, the Letting Agent must not let or permit occupancy of any lot on behalf of an Owner for a period of less than 90 days.

5. No serviced apartment operation

The Letting Agent must not conduct a serviced apartment operation for the Scheme for the purposes of RG 140.

6. No Remuneration

- 6.1 The Letting Agent is not paid any amount by the Body Corporate for conducting any Letting Agent's Business.

7. Staff & Alternate Letting Agent

- 7.1 The Letting Agent's Business may be conducted, by:
- (a) if a natural person, the Letting Agent personally or under the supervision of the Letting Agent by its agents or staff; or
 - (b) if the Letting Agent is a company, by such number of officers, staff or agents as are reasonably required to conduct the Letting Agent's Business.

- 7.2 The Letting Agent may, at any time, by written notice to the Body Corporate, nominate another party to act as Letting Agent under this Deed (**Alternate Letting Agent**). The Alternate Letting Agent must be of good character and capable of conducting the Letting Agent's Business.
- 7.3 The Letting Agent is responsible for all remuneration payable to any Alternate Letting Agent.
- 7.4 If the Letting Agent is the Original Owner or a related entity of the Original Owner, the Letting Agent may subcontract the conduct a Letting Agent's Business. If this happens, the sub-contractor may deal directly with the Body Corporate in respect of matters arising out of this Deed.
- 7.5 The Letting Agent must appoint one person on behalf of the Letting Agent to receive instruction from and communicate with the Body Corporate.

8. Expenses

- 8.1 The Letting Agent is not authorised to pledge the credit of the Body Corporate or contract on its behalf.

9. Letting Agent's representations

- 9.1 The Letting Agent represents to the Body Corporate that the Letting Agent will:
- (a) at its own expense, in conduct of the Letting Agent's Business duly and punctually comply with:
 - (i) all relevant laws and regulations; and
 - (ii) the provisions of all requirements of any lawful authority;
 - (b) not do anything to affect the premiums or coverage under the policies of insurance effected in respect of the Scheme;
 - (c) not display on the Common Property any sign unless it has first been approved in writing by the Body Corporate, such approval not be unreasonably withheld (however, approval is not required for reasonable signage which relate to the conduct of any Letting Agent's Business, provided the signs are in keeping with the style and quality of the Scheme);
 - (d) keep any office or reception desk in a clean and tidy condition; and
 - (e) not conduct any Letting Agent's Business in a manner which is an undue or unreasonable annoyance or disturbance to the occupiers of the Scheme.

10. Insurances

The Letting Agent must keep insured the Letting Agent's activities with an insurance company, approved by the Body Corporate, acting reasonably, against public risk liability for not less than \$10 million per event.

11. Body corporate representative

- 11.1 The Body Corporate must appoint one person to give instructions to and to communicate with the Letting Agent on behalf of the Body Corporate. If no person is appointed, the chairperson of the Body Corporate is taken to be the Representative.
- 11.2 The Letting Agent must confer fully and freely with the Representative regarding the conduct of any Letting Agent's Business.

12. Transfer

- 12.1 The Letting Agent may only transfer its interest in this Deed in accordance with the provisions of the Act and the Regulation Module.
- 12.2 If the proposed transferee is a company and, if required by the Body Corporate, the directors of that company must guarantee the performance of the transferee under this Deed.
- 12.3 If the Letting Agent is a company and there is any alteration to the board of directors or share capital of the Letting Agent, or other event which in the reasonable opinion of the Body Corporate alters the effective control of the Letting Agent, such change of control of the Letting Agent is deemed to be a transfer of this Deed and the provisions of the Act and the Regulation Module will apply.
- 12.4 The provisions of clauses 12.1, 12.2 and 12.3 do not apply if:
- (a) the transferee or the Letting Agent respectively is in any way related to or associated with the Original Owner; or
 - (b) the transferee is a company which is listed on any stock exchange or is a subsidiary of a parent company which is listed on any stock exchange.
- 12.5 If the Letting Agent transfers its interest in accordance with this Deed, the Body Corporate must release the Letting Agent and any guarantors from any breaches of this Deed which occur after the date of transfer.
- 12.6 The Letting Agent must pay the reasonable costs of the Body Corporate arising out of any transfer.

13. Dispute resolution

The dispute resolution provisions of the Act apply to this Deed.

14. Termination

The Body Corporate may, following resolution of the Body Corporate at general meeting, terminate this Deed by giving the Letting Agent a notice in writing if the Letting Agent or a Related Person to the Letting Agent:

- (a) assigns or attempts to assign the benefit of this Deed in breach of this Deed; or
- (b) is in breach of this Deed for a 30 day period after notice is given to the Letting Agent that the Body Corporate (acting reasonably) considers that the Letting Agent is in breach, which notice must provide reasonable particulars of the breach.

15. Notices

- 15.1 Notices under this Deed must be in writing and must be signed by or on behalf of a party.
- 15.2 Notices given by a party's solicitor will be treated as given with that party's authority.
- 15.3 Notices are considered to be signed if affixed with a manuscript mark, signature or initials or a typed name of a person, firm or company whether conveyed electronically, digitally or otherwise.
- 15.4 Notices are effectively given if:
- (a) delivered or posted to the address of the other party or its solicitors;
 - (b) sent to the facsimile number other party or its solicitors;
 - (c) sent by electronic facsimile or similar method to the facsimile number of the other party or its solicitors;
 - (d) sent by email or other digital means to the relevant email or other digital address of the other party or its solicitors,
- which particulars be notified and updated by each party to the other from time to time.
- 15.5 Posted notices will be treated as given 3 Business Days after posting.
- 15.6 Notices sent by facsimile including electronic facsimile or similar method will be treated as given when the sender obtains a clear transmission report or other confirmation of delivery.

- 15.7 Notices sent by email are taken to be given 1 hour after they are sent, unless the sender receives notification that the email failed to be delivered to the recipient. If asked by the sender of an email to confirm receipt, the recipient must confirm receipt within a reasonable period of request.
- 15.8 For the purposes of Section 11 and 12 of the *Electronic Transactions Act 2001 (Qld)* and the *Electronic Transactions Act 1999 (Cth)*, the parties consent to notices and any other information being given by electronic communication.

16. Severance

16.1 The parties agree that it is not intended:

- (a) to engage the Letting Agent as a body corporate Letting Agent; or
- (b) to delegate to the Letting Agent any of the powers of the Body Corporate, the Committee, or of an executive member of the Committee; or
- (c) to have the Letting Agent perform duties under this Deed which the Body Corporate has no power to pay the Letting Agent to perform,

and that it is the parties intention that the Remuneration is payable for the performance of duties which do not constitute such an engagement, and do not involve such delegation, and are not duties which the Body Corporate has no power to pay the Letting Agent to perform.

16.2 If any person, court, or tribunal, having jurisdiction in the matter finds that any provision of this Deed:

- (a) constitutes an engagement of the Letting Agent as a body corporate Letting Agent; or
- (b) includes the delegation of any power referred to in clause 16.1; or
- (c) involves the performance of a duty which the Body Corporate has no power to pay the Letting Agent to perform,

then such provision will be severed or read down to avoid any such engagement, delegation, or lack of power without any reduction in the Remuneration. Otherwise all rights, duties or obligations given or imposed by virtue of this Deed are so given or imposed to the extent that they are lawful and if at any time, any provision is, or becomes illegal, invalid, unenforceable or void in any respect then that provision will be ignored, read down or severed respectively so far as is possible at the same time preserving the essence of the bargain between the parties and evidenced by this Deed, so as to uphold the legality and validity and enforceability of the remaining provisions of this Deed.

17. Waiver

- 17.1 No waiver of any right under this Deed takes effect unless it is in writing, signed by or on behalf of the party bound, by a person holding the requisite authority to bind the relevant party.
- 17.2 In the absence of an effective waiver, no failure or forbearance by a party to insist upon any right to performance of a condition or obligation of the other party can amount to, under any circumstances, a waiver, an election between existing rights, a representation sufficient to ground an estoppel or a variation whereby that other party is relieved or excused from performance of such condition or obligation
- 17.3 A waiver is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

18. Variation

An amendment or variation to this Deed is not effective unless it is in writing and signed by the parties.

19. Applicable law

Queensland Law applies to this Deed.

20. No merger

No act done or document signed in connection with this Deed prevents any provision to which effect has not fully been given from continuing to have full force and effect, or as a merger of any of the powers, rights and remedies of the parties to which effect has not been fully given.

21. Costs

Each party must pay its own costs of this Deed. Transfer or other duty assessed on this Deed will be paid by the Letting Agent.

22. Authority to date and complete

The Letting Agent authorises each member of the Committee and the solicitors for the Body Corporate to do all or any of the following things:

- (a) to date or complete any blank spaces in this Deed; and

- (b) to complete and sign any document necessary to stamp or register this Deed.

23. Financier acting in place of Letting Agent

If a financier of the Letting Agent acts in place of the Letting Agent or a Controller (as defined in the *Corporations Act 2001*) is appointed by that financier to the Letting Agent in respect of this Deed, the Body Corporate agrees with the Letting Agent that its rights to terminate this Deed (if any) are limited to those set out in the Act and the Regulation Module (for example section 145 of the Act and sections 128 and 129 of the Accommodation Module) subject to the Body Corporate complying with section 126 of the Act.

24. Entire agreement

This Deed contains the entire terms agreed between the parties and supersedes all prior negotiations.

25. Exclusivity

25.1 During the Term the Body Corporate must not:

- (a) authorise any person to, or permit any of its staff to, or itself conduct within the Scheme any business of the same or similar nature as the Letting Agent may conduct pursuant to this Deed; or
- (b) licence or lease any part of the Common Property for the purpose of any such business.

25.2 If any person other than the Letting Agent attempts to use any part of the Common Property for the purpose of conducting a business or rendering a service in competition with the business the Letting Agent carries on pursuant to this Deed, then the Body Corporate must use reasonable endeavours to effect a termination of the competing business or service.

26. Mutual indemnity

26.1 Despite any other clause in this Deed to the contrary, each party indemnifies the other against all actions, claims, demands, losses, costs, damages and expenses (including legal costs on a solicitor and own client basis) occasioned by:

- (a) the failure to provide any information or documents in breach of this Deed or any lawfully imposed obligation for providing information or documents that are inaccurate or incorrect in any material respect;

- (b) any accident, damage, loss of property, death or injury to any person of whatever nature or kind occurring in connection with this Deed to the extent that the party's actions, inactions, negligence or omissions caused that accident, damage, etc.

Signing page

Executed, sealed and delivered as a deed

Executed by the Body Corporate for
#[**Development Name**]# Community Titles
Scheme #[**CTS No.**]# under its Common
Seal by the Chairman of the Body Corporate
in the presence of:

Witness

Chairman

Executed by #[**Letting Agent**]# in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by:

Signature of sole Director and sole
Company Secretary

Full name (print)

PART A - STATUTORY DISCLOSURE

PROPOSED CONCIERGE SERVICES AGREEMENT DEED

(follows this page)

PART B – OTHER DISCLOSURE

DESCRIPTION OF PRINCIPAL SCHEME LAND & SCHEME LAND

Description of Principal Scheme Land

The Principal Scheme Land is situated at 50 Ashmore Street, Everton Park, Qld 4053.

The Principal Scheme Land will be created by reconfiguration of the following lots by **accompanying SP 316690** and will be Lot 900 and part of lot 32 on that plan:

Lot and Plan No	Title Reference	Rights and interests reserved to the Crown by Deed of Grant No	Current Easements or other dealings
Lots 82 to 89 on RP 72156	12912241	10033094 (POR 56) & 10033095 (POR 55)	
Lots 90 & 91 on RP 72156	12912242	10033095 (POR 55)	
Lot 100 on SP 155725	50459222	10033095 (POR 55)	

Subdivision of Principal Scheme Land

Lot 32 and Lot 900 on SP 316690 will be subdivided by the **accompanying SP 316691** to create Lots 32, 900 & 901 on SP 316991.

Lot 901 on SP 316991 is part of the Scheme Land for stage 1 of the Scheme.

Lot 900 is the Principal Scheme Land for the balance of the Principal Scheme and may be subdivided in the manner described in Schedule B of the Proposed Principal CMS including into subsequent stages of the Scheme as described in Schedule B of the Proposed CMS.

Easements

The Scheme Land is not subject to any easements.

The following easements, as shown on the **accompanying** plans and the Identification Plan, will be effected as part of the carrying out of the development of the Principal Scheme and the Scheme:

Easement	Burden Lot - final tenure	Purpose	Party Benefited
A on SP 316690	PCP	Access	Lots 1 & 2 on SP 316690
B on SP 316690	PCP	Underground Drainage & Overland Flow	Brisbane City Council
C on SP 316690	PCP	Electrical Supply	Energex
O on SP 316690	PCP	Sewerage	Queensland Urban Utilities
P on SP 316690	PCP	Sewerage	Queensland Urban Utilities
Q on SP 316690	PCP	Sewerage	Queensland Urban Utilities
R on SP 316690	PCP	Sewerage	Queensland Urban Utilities
S on SP 316690	PCP	Access	Lot 32

The Seller reserves the right to put into place any easements or further easements required to give proper effect to the Seller's proposed carrying out of the development of the Scheme/Development or as otherwise required by any Authority.

PROPERTY DESCRIPTION
Lots 82-91 on RP72156 & Lot 100 on SP155725
36-62 Ashmore Street & 420 South Pine Road, Everton Park

- For Emts D, E, K & M, See Diag C Sheet 5*
- For Emts F & G, See Diag E Sheet 5*
- For Emts H & I, See Diag F Sheet 5*
- For Emts J & M, See Diag G Sheet 5*
- For Emts O, See Diag I Sheet 6*
- For Emts P, See Diag J Sheet 6*
- For Emts Q, See Diag K Sheet 6*
- For Emts R, See Diag L Sheet 6*

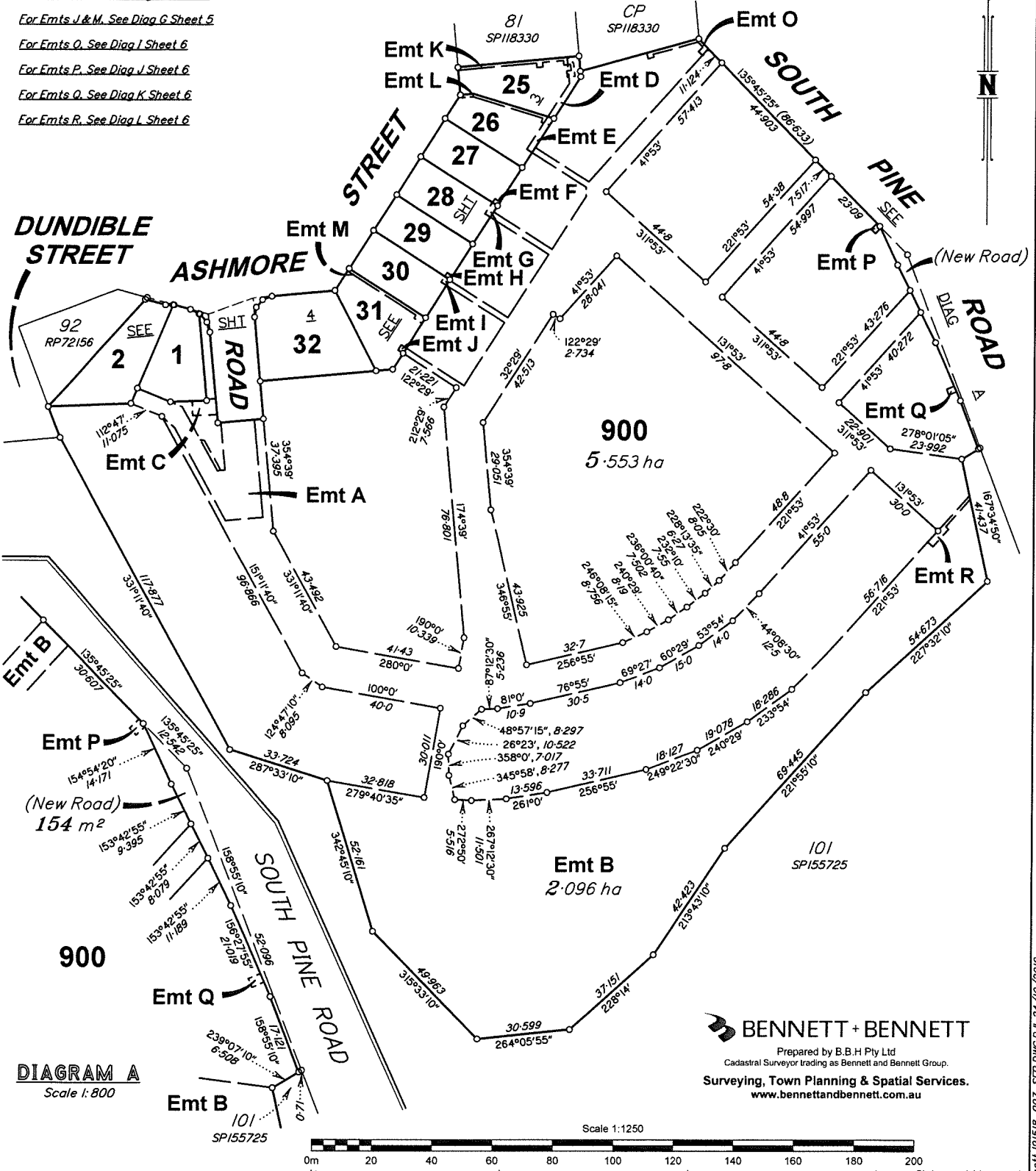
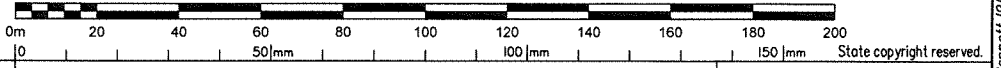


DIAGRAM A
Scale 1:800

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Scale 1:1250



NOTE!
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Disclosure Plan of Lots 1, 2, 25-32 & 900 and Emts A-C & O-R in Lot 900, Emts D & K in Lot 25, Emts E & L in Lot 26, Emt F in Lot 27, Emt G in Lot 28, Emt H in Lot 29, Emt I in Lot 30 & Emts J & M in Lot 31

Cancelling Lots 82-91 on RP72156 & Lot 100 on SP155725

LOCAL GOVERNMENT: **BRISBANE CITY COUNCIL** LOCALITY: **EVERTON PARK**
Meridian: **IS220713** Survey Records: *No*

Scale: **1:1250**
Format: **STANDARD**

DRAFT
SP316690

Bennett + Bennett 19/05/18_007_SFP.DWG.D.L. 24/10/2019

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

(Dealing No.)

5. Lodged by

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

1. Certificate of Registered Owners or Lessees.

I/We

.....

.....

(Names in full)

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

~~* as Lessees of this land agree to this plan.~~

Signature of *Registered Owners *Lessees

SHEET 2 IS
INTENTIONALLY
BLANK

* Rule out whichever is inapplicable

2. Planning Body Approval.

*
hereby approves this plan in accordance with the :
%

Dated this day of

..... #
..... #

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

% Insert applicable approving legislation.

3. Plans with Community Management Statement :

CMS Number :
Name :

4. References :

Dept File :
Local Govt :
Surveyor : 191518

6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests

Lots	Orig

7. Orig Grant Allocation :

8. Passed & Endorsed :

By : B.B.H. PTY LTD ACN 010 427 531
Date :
Signed :
Designation : Liaison Officer

9. Building Format Plans only.
I certify that :
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road.
* Part of the building shown on this plan encroaches onto adjoining * lots and road

.....
Cadastral Surveyor/Director* Date
* delete words not required

10. Lodgement Fees :

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

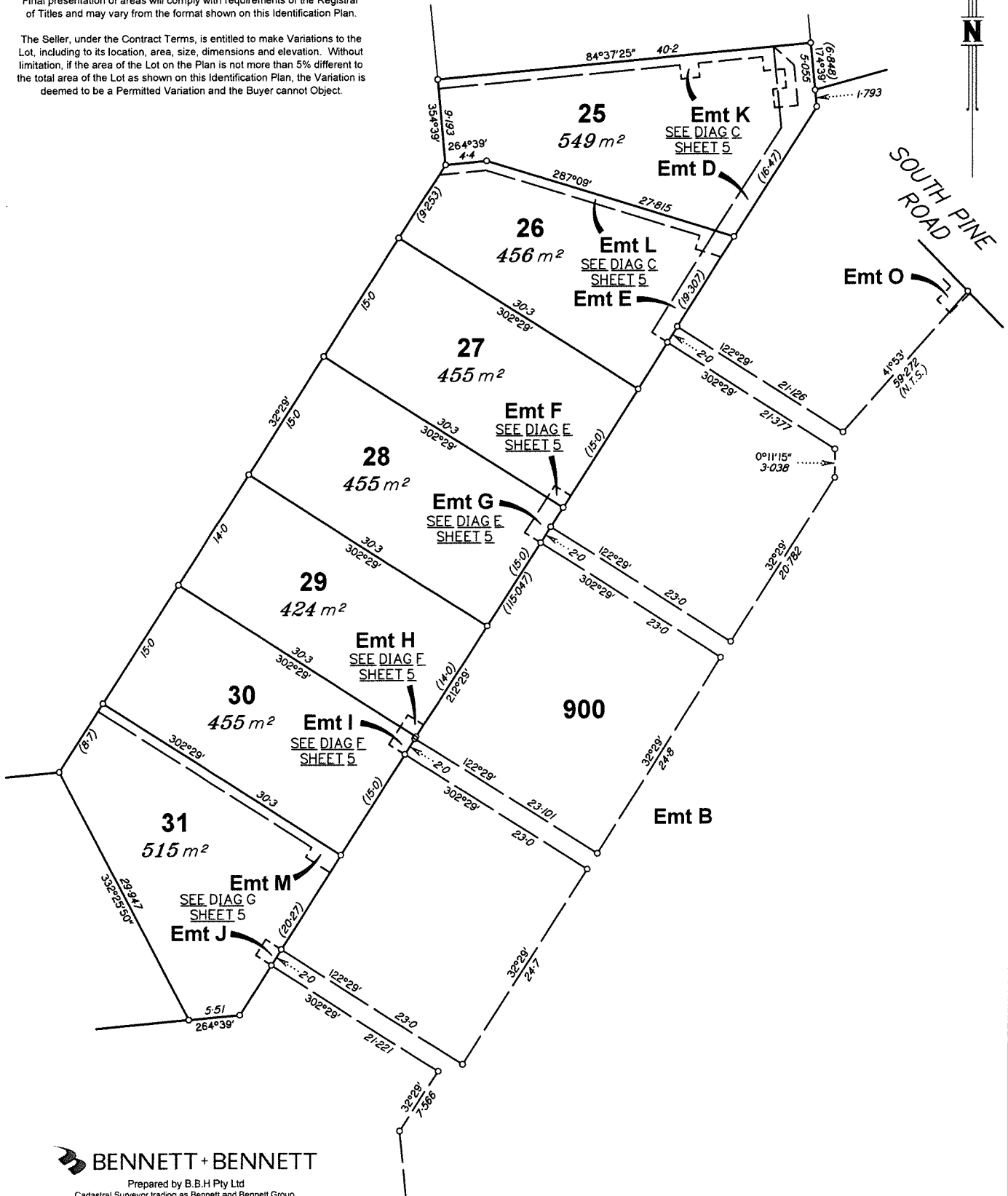
11. Insert Plan Number
DRAFT SP316690

NOTE

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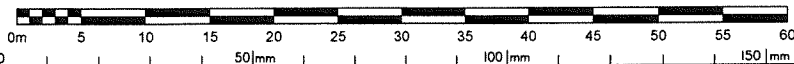


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Scale 1:400



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Insert Plan Number **DRAFT SP316690**



STREET

ASHMORE

DUNDIBLE STREET

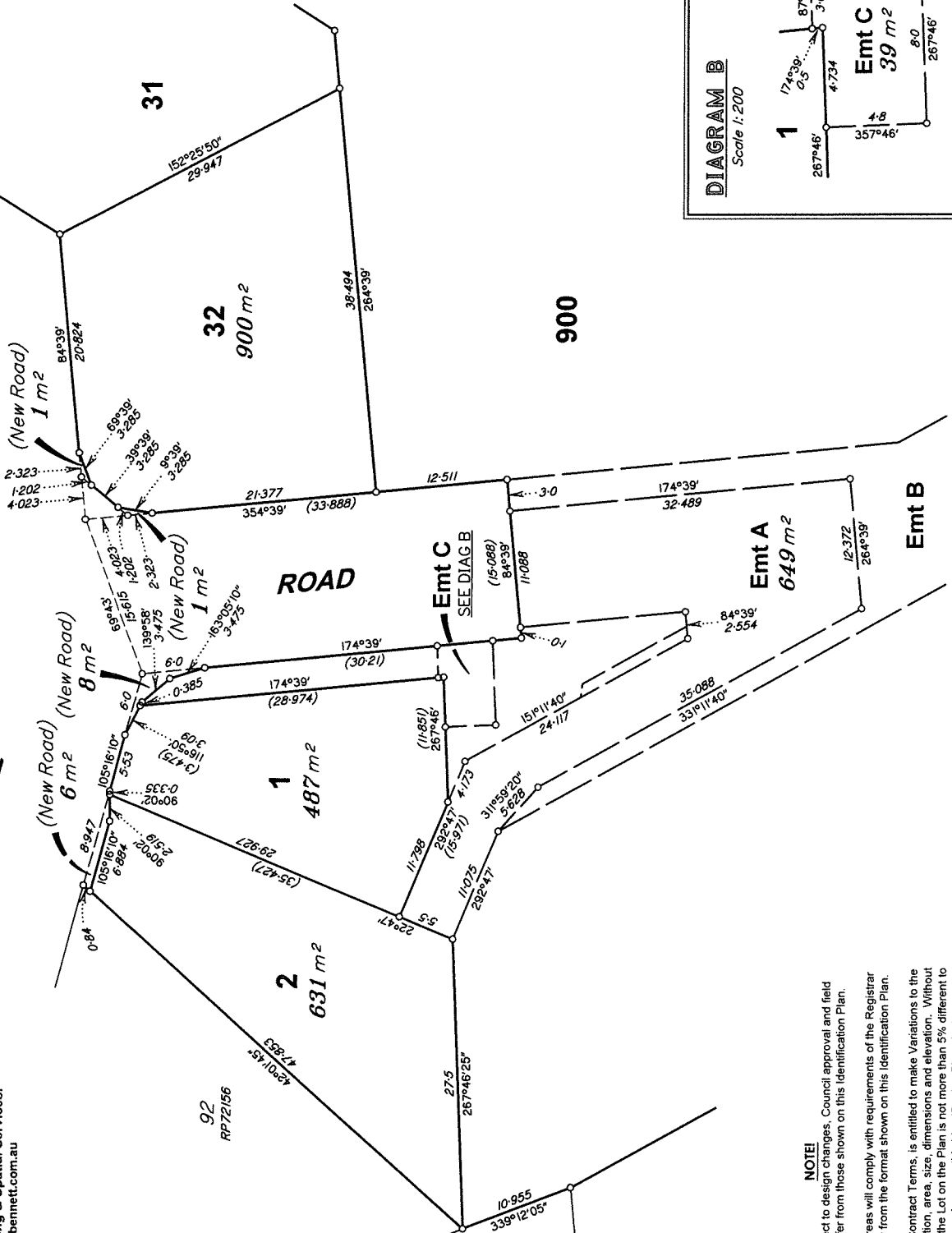
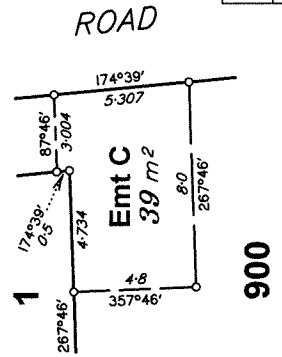
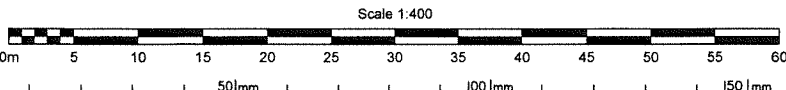


DIAGRAM B
Scale 1:200



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Insert Plan Number **SP316690**

DIAGRAM C
Scale 1:400

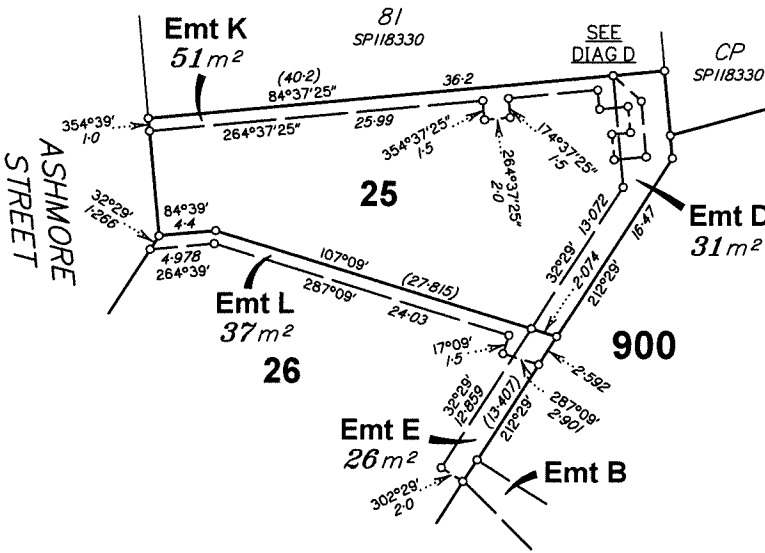


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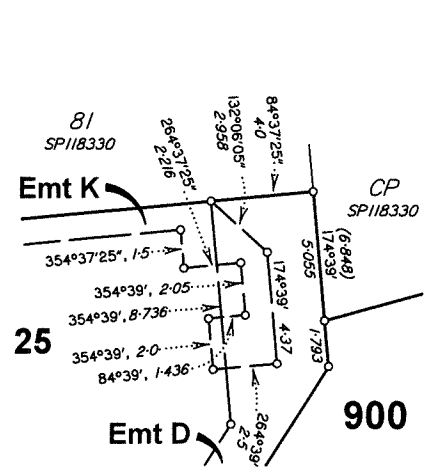


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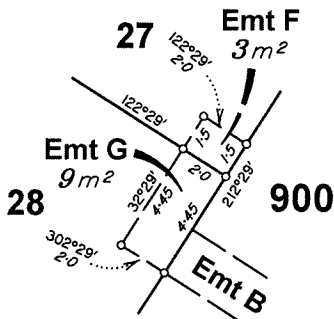


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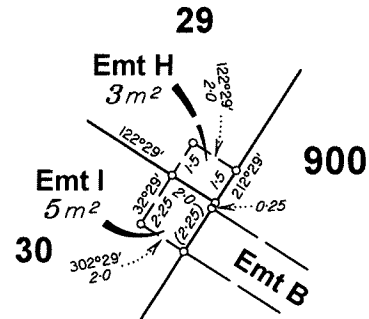
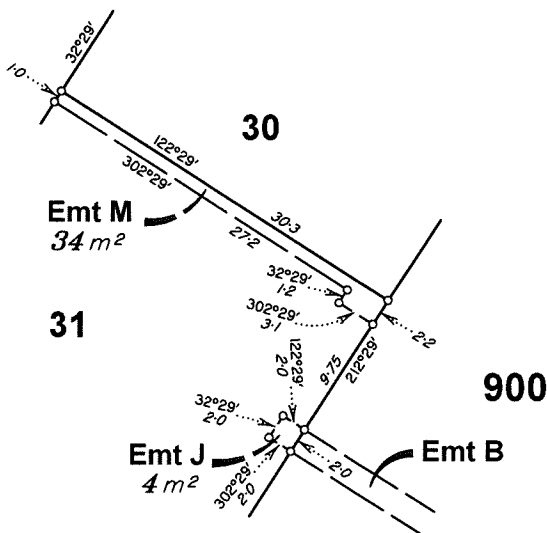


DIAGRAM G
Scale 1:400



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DIAGRAM I

Scale 1:200

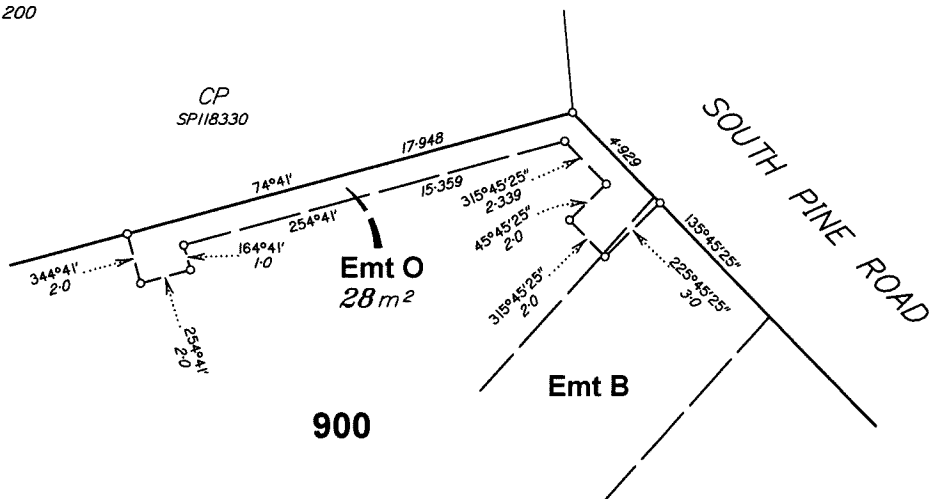


DIAGRAM J

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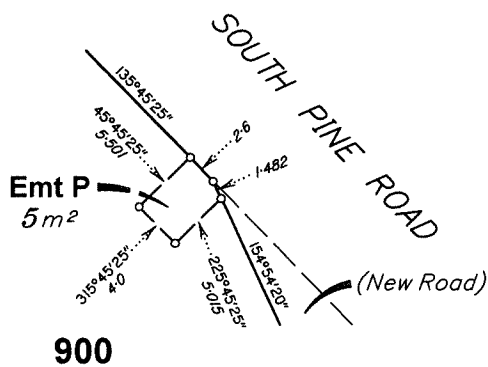


DIAGRAM K

Scale 1:200

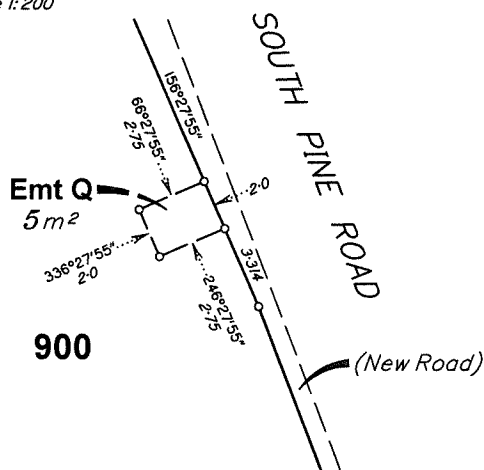
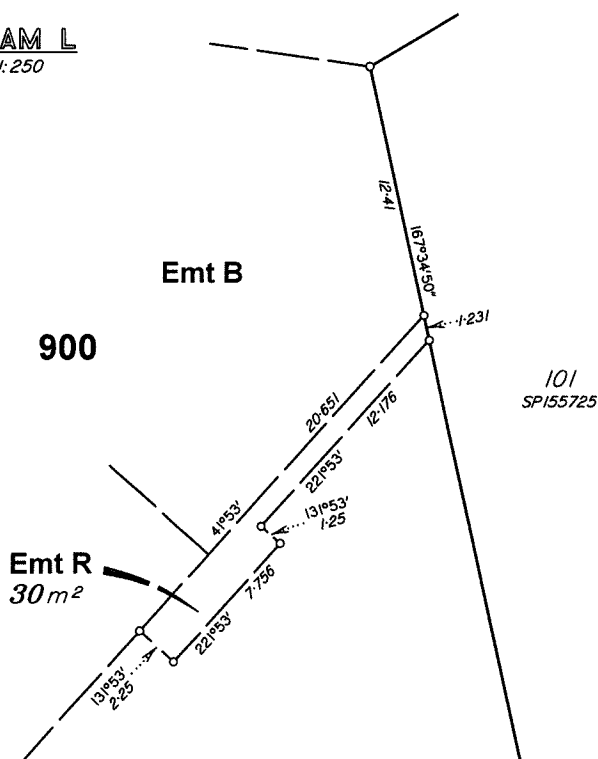


DIAGRAM L

Scale 1:250



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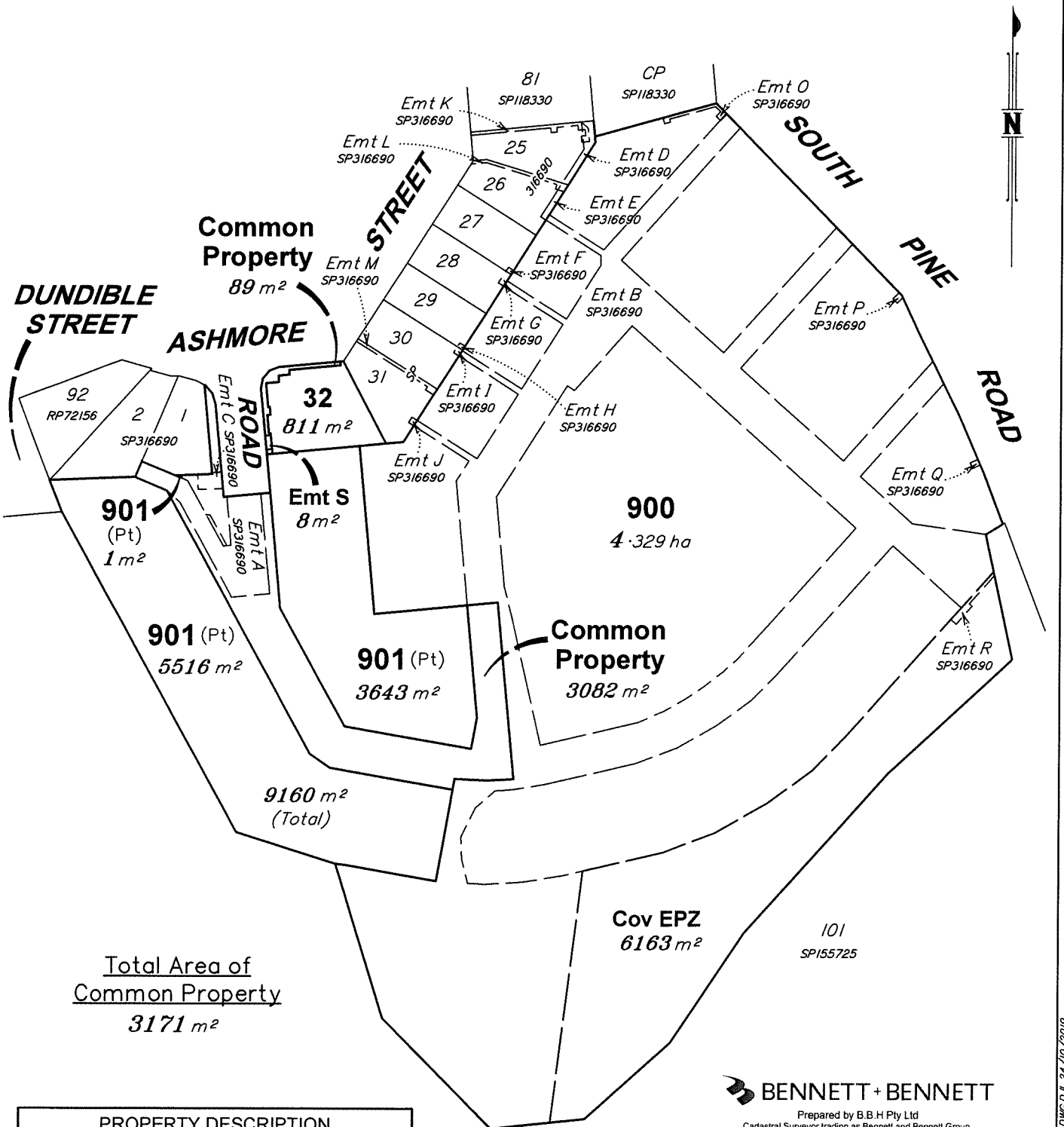
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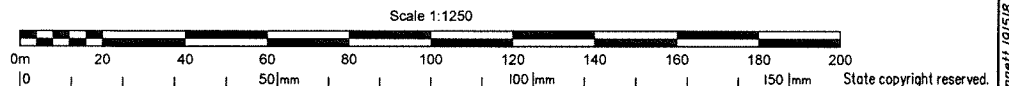
ASHFORD PRINCIPAL



Total Area of Common Property
3171 m²

PROPERTY DESCRIPTION
Lots 82-91 on RP72156 & Lot 100 on SP155725
36-62 Ashmore Street & 420 South Pine Road, Everton Park

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Disclosure Plan of Lots 32, 900, 901 & Common Property, Easement S in Lot 32 and Covenant EPZ in Lot 900

Cancelling Lots 32 & 900 on SP316690
LOCAL GOVERNMENT: BRISBANE CITY COUNCIL **LOCALITY: EVERTON PARK**

Meridon: *IS220713*

Survey Records: *No*

Scale: **1:1250**
Format: **STANDARD**

DRAFT
SP316691

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Information may not be placed in the outer margins.**

(Dealing No.)

5. Lodged by

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

I. Certificate of Registered Owners or Lessees.

I/We

.....

.....

.....

(Names in full)

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

~~* as Lessees of this land agree to this plan.~~

Signature of *Registered Owners *~~Lessees~~

**SHEET 2 IS
INTENTIONALLY
BLANK**

* Rule out whichever is inapplicable

2. Planning Body Approval.

*
hereby approves this plan in accordance with the :
%

Dated this day of

..... #

..... #

* Insert the name of the Planning Body.

Insert designation of signatory or delegation

% Insert applicable approving legislation.

3. Plans with Community Management Statement :

CMS Number :

Name : ASHFORD PRINCIPAL

4. References :

Dept File :
Local Govt :
Surveyor : 191518

6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests

Lots	Orig

7. Orig Grant Allocation :

8. Passed & Endorsed :

By : B.B.H. PTY LTD ACN 010 427 531
Date :
Signed :
Designation : Liaison Officer

9. Building Format Plans only.

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

Cadastral Surveyor/Director* Date
*delete words not required

10. Lodgement Fees :

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

11. Insert Plan Number
DRAFT SP316691

PART B – OTHER DISCLOSURE

DISCLOSURE ABOUT ASHFORD CLUB AND ECO AREA.

This disclosure concerns the areas described as **Ashford Club** and **Eco Area** shown on the **accompanying** plan.

The Ashford Club and Eco Area are facilities and areas intended to be constructed and made available for use and enjoyment by occupants of Ashford Residences as Common property of the Principal Scheme as part of the carrying out of future stages of the development of the Principal Scheme.

This will occur at a time to be determined by the Seller and may be delayed depending on various factors including rates of sale, availability of construction funding, securing of necessary authority approvals and availability of contractor's for construction. The Seller makes no representations concerning timing of availability of the Ashford Club and Eco Area.

The Eco Area will comprise constructed wetlands to deal with natural stormwater management and provide water quality benefits and habitat areas that replicate the physical, biological and chemical processes that occur in natural wetlands. These areas are not manicured areas.

As such these constructed wetlands will be subject to the same climatic variations and natural processes that can sometimes impact on amenity of natural wetlands including;

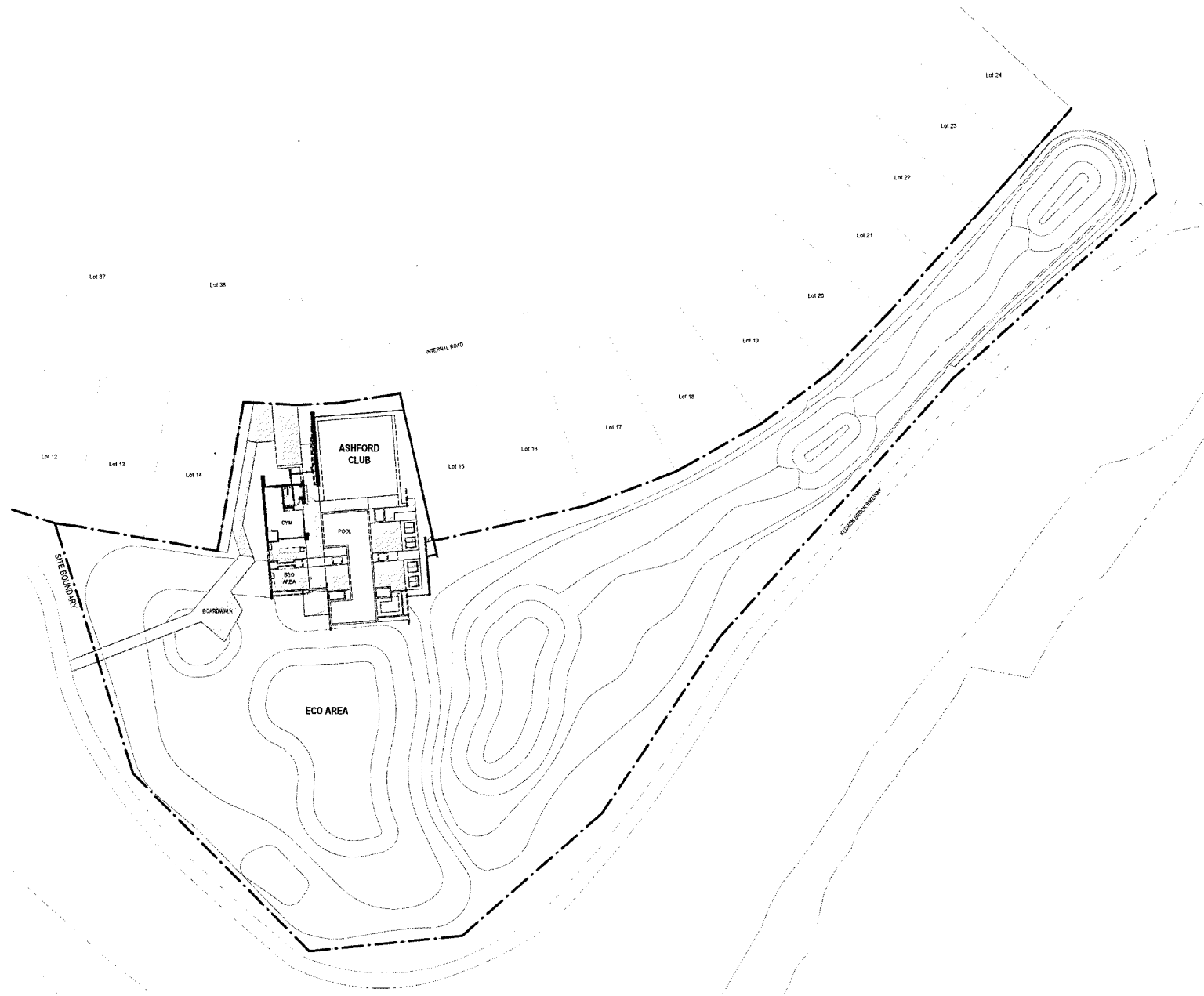
- water levels within the wetland are governed by surface water inflows which can result in:
 - lower than average water levels during prolonged dry periods, this may expose areas that are usually under water leaving mud exposed on the periphery of the wetland; or
 - occasionally, increased water levels;
- vegetation health and density may vary depending on rainfall and seasons;
- algal blooms may periodically occur as a result of a high temperatures and high nutrient inflows;
- aquatic weed species can impact the amenity of open water areas and may require management;
- water clarity can decrease following period of rainfall; and
- vegetated systems may attract animals such and birds, reptiles, insects, mammals and aquatic species.

The Eco Area has been designed to maximise the habitat, water quality benefits and visual amenity of the system, however for the reasons stated above, the Seller discloses that there will be times of reduced amenity and potential emission of natural odours are part of the natural wetland process.

Public access will be made available through the Eco Area and much of the balance of the Common Property thoroughfare areas of the Principal scheme. Access to the Ashford Club is reserved for residents of the Scheme and their invited guests. Access to the Ashford Club is reserved for residents and their invited guests.

The design, composition and facilities of the Eco Area and the Ashford Club will be determined by the Seller. The **accompanying** plan is indicative only and is subject to **Variations** in accordance with the Contract Terms.

Part of the Eco Area will be an environmental protection zone and be subject to a covenant in favour of the Brisbane City Council on term as determined and required by the Brisbane City Council.



ECO AREA AND ASHFORD CLUB

PART B – OTHER DISCLOSURE DISCLOSURE ABOUT MANAGEMENT RIGHTS ETC.

The Seller discloses to the Buyer, as a potential future member of the Body Corporate, that:

1. on formation of the Principal Scheme, the Seller will, for a period, be the sole member of the Principal Scheme;
2. on formation of the Scheme, the Seller will, for a period, be the sole member of the Scheme;
3. as the sole member of the Principal Scheme and the Scheme, the Seller will have the capacity to cause the Principal Body Corporate and the Body Corporate to enter into administration and service agreements (**Agreements**) with parties determined by the Seller which may include:
 - (a) the Seller itself;
 - (b) an entity howsoever related to the Seller; or
 - (c) a third party (ie a party not related to the Seller).
4. Some of the Agreements the Seller proposes to cause the Principal Body Corporate and the Body Corporate to enter into and the estimated possible money, fee or benefit (**Benefit**) the Seller expects to receive for procuring the Principal Body Corporate and the Body Corporate to enter into those Agreements, are set out in the table below:

Proposed Agreement	<u>Estimated value of Benefit* expected to be received and retained by the Seller for procuring entry into the Agreement</u>
Caretaking Agreement for the Principal Scheme	\$700,000.00 to \$1,400,000.00 collectively.
Letting Authorisation Agreement Deed for the Ashford Land CTS	
Letting Authorisation Agreement Deed for the Ashford Terraces CTS	

* **Note:** the precise amount or nature of the Benefit the Seller expects to receive may not be known or may be a fixed amount based on the anticipated value of the rights and obligations of the other party under the Agreements. For example (and without limitation) the Benefit may be:

- (i) calculated or derived by reference to a formula based on the number of appointments as letting agent procured by the Letting Agent under the Letting Authorisation Agreement Deeds;
 - (ii) based on or calculated by anticipated fees or profits to be derived by the service contractor, administrator or supplier under the Agreements.
5. The Seller may receive Benefits comparable to these amounts and possibly more.
 6. The Benefits, or any part of them, will be retained by the Seller without distribution or payment to either the Principal Body Corporate or the Body Corporate.
 7. The Benefits may be obtained by the Seller indirectly through the Seller itself or other related entities of the Seller acquiring rights under the Agreements.
 8. The Agreements, or some of them, may be entered into by the Seller or related entities of the Seller.

PART B – OTHER DISCLOSURE
PROPOSED PRINCIPAL BODY CORPORATE
AGREEMENTS

(follow this page)

Body Corporate Managers Agreement;

Caretaking Agreement;

SPEL Agreement.



This Agreement is made this _____ day of _____ 20____
(insert date) (insert month)

BETWEEN

The Body Corporate for Ashford Principal CTS (“the Body Corporate”)
of 50 Ashmore Street, Everton Park Q 4053

AND

Archers Body Corporate Management Pty Ltd ABN 34 010 611 695
 (“the Manager”)
of Level 4, 97 Creek Street, Brisbane Qld 4000

ABOUT THIS AGREEMENT

This Agreement is produced by the SCA (Qld). It provides for the engagement of a professional manager by a Body Corporate.

This Agreement may only be used by professional managers holding a *Practicing Certificate* issued by SCA (Qld).

Under this Agreement, the Body Corporate appoints the Manager as the body corporate manager for the Scheme.

TERMINATION OF THE AGREEMENT

This Agreement is a binding legal document. The engagement of the professional manager may be terminated only in accordance with Clause 12.

TERM, OPTIONS AND PRICES

This Agreement may be for a term of up to three years (including options) - See Clause 3.

All costs expressed in dollar (\$) terms exclude any applicable GST – See Clause 14.

SPECIAL CONDITIONS TO THE AGREEMENT

Any special conditions to this Agreement appear in Item J.

COPYRIGHT AND REPRODUCTION

The copyright in this Agreement is owned by SCA (Qld). Only a Manager who holds a current *Practicing Certificate* issued by SCA (Qld) or other person authorised in writing by SCA (Qld) may use this Agreement or reproduce it for the purpose of the manager’s use only (including scanned copies for electronic archival). In all other cases reproduction, including retyping, of this Agreement is prohibited without prior written consent of SCA (Qld).

FURTHER ADVICE

Body corporate managers and others seeking to use this Agreement should seek independent legal advice if questions exist concerning any provisions contained within this Agreement.



Postal Address: GPO Box 3025
Brisbane, QLD 4001

Street Address: Level 4, 97 Creek Street
Brisbane, QLD 4000

Phone: 07 3220 9400
Fax: 07 3220 9499
Email: brisbane@abcm.com.au



STANDARD CONDITIONS

1. INTRODUCTION

- 1.1 All words having a defined meaning in the Act have the same meaning in this Agreement (unless the context otherwise requires).
- 1.2 In this Agreement, terms in bold in the Reference Schedule have the meanings shown opposite them.
- 1.3 Unless the context otherwise permits
 - a) "Act" means the Body Corporate and Community Management Act (Qld) 1997;
 - b) "Additional Services" means those services stated in Items C & D of the Reference Schedule;
 - c) "Agreed Services" means those services stated in Item B of the Reference Schedule;
 - d) "Authorised Powers" means all those powers of the executive committee members of the Body Corporate that are capable of exercise by a body corporate manager under the Act unless otherwise amended or excluded under the Special Conditions to this Agreement;
 - e) "Committee" means the committee chosen by the Body Corporate pursuant to the Act;
 - f) "CPI" means the Consumer Price Index (All Groups) for Brisbane as published by the Australian Bureau of Statistics;
 - g) "Disbursements" means the disbursements listed in Item E of the Reference Schedule.
 - h) "Module" means the regulation module of the Act applying to the Scheme from time to time, which at the commencement of the Agreement is the module referred to in Item J of the Reference Schedule;
 - i) "Privacy Act" means the *Privacy Act* 1988 (Cth);
 - j) "Reference Schedule" means the reference schedule annexed to this Agreement;
 - k) "Review Date" means each anniversary of the commencement date of this Agreement;
 - l) "SCA (Qld)" means Strata Community Association (Qld) Limited ACN 163 881 927;
 - m) "Scheme" means the community title scheme for which the Body Corporate is the body corporate;
 - n) "Special Conditions" means the special conditions noted in Item J of the Reference Schedule;
 - o) "Standard Conditions" means the standard condition applying to this Agreement;
 - p) "Term" means the term set out in Item A of the Reference Schedule.
- 1.4 A reference to an Item is a reference to the applicable Item in the Reference Schedule.
- 1.5 This Agreement comprises the -
 - a) Standard Conditions;
 - b) Special Conditions (if any); and
 - c) Reference Schedule.
- 1.6 Where there is any inconsistency between any Special Condition to this Agreement and the Standard Conditions, the Special Condition prevails.

2. WHAT IS THIS AGREEMENT?

- 2.1 The Body Corporate appoints the Manager as the body corporate manager for the Scheme and the Manager accepts the appointment.
- 2.2 The Manager is engaged by the Body Corporate (as an independent contractor and not as an employee of the Body Corporate) to supply administrative services only (comprising the Agreed Services and the Additional Services where applicable) to the Body Corporate.
- 2.3 The parties acknowledge and agree that the appointment of the Manager is not an engagement of the Manager under Chapter 3 Part 5 of the Module.
- 2.4 For the avoidance of doubt, the Body Corporate acknowledges and agrees that this Agreement is not a property maintenance agreement and that the Manager is not required under this Agreement to carry out any property maintenance for the Scheme.

3. WHAT IS THE TERM OF THIS AGREEMENT?

- 3.1 The Manager is appointed for the Term.

4. WHAT ARE THE DUTIES OF THE MANAGER UNDER THIS AGREEMENT?

- 4.1 The Manager must supply the Agreed Services stated in Item B to the Body Corporate in accordance with the terms of this Agreement.
- 4.2 The Manager may supply the Additional Services stated in Items C & D to the Body Corporate at the Body Corporates request.
- 4.3 The Body Corporate must pay the Manager the Additional Fees for the provision of the Additional Services.
- 4.4 During the Term, the Manager shall have the custody of the common seal of the Body Corporate.
- 4.5 The Manager will at all times comply with:
 - a) the Act;
 - b) the Module;
 - c) the code of conduct in the Act applying to professional managers; and
 - d) the *Code of Ethical Conduct* published by SCA (Qld).
- 4.6 The Body Corporate will use its best endeavours to ensure the voting committee members at all times aware of their obligations under and shall comply with, the code of conduct in the Act applying to voting committee members.

5. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER?

- 5.1 The Body Corporate authorises the Manager to exercise the Authorised Powers.
- 5.2 The Manager shall only exercise the Authorised Powers to facilitate the performance of the Agreed Services or any Additional Services.
- 5.3 The Manager is not under any obligation to exercise the Authorised Powers except to the extent necessary



to facilitate the performance of the Agreed Services and the Additional Services.

5.4 Without limiting clause 5.2, the Manager is specifically authorised to administer funds controlled by the Body Corporate.

5.5 The authorisation given by the Body Corporate to the Manager to exercise the Authorised Powers under this clause 5 does not:

- a) make the Manager responsible for performing the statutory functions of the Body Corporate or the Committee;
- b) relieve the Body Corporate or the Committee of their statutory functions.

5.6 The Body Corporate specifically authorises the Manager to:

- a) obtain quotations for insurances required to be effected by the Body Corporate under the Act or the Module;
- b) effect, on behalf of the Body Corporate such insurances as the Body Corporate directs the Manager to obtain;
- c) pay insurance premiums from the Body Corporates funds; and
- d) submit insurance claims to the Body Corporates insurers which the Body Corporate acknowledges forms part of the Additional Services.

5.7 The Body Corporate agrees and acknowledges that the Manager, in performing the service under clause 5.6, is not providing advice, nor is the Manager obliged to provide advice as to what insurance policy or policies the Body Corporate ought effect and the Body Corporate agrees and acknowledges it does not rely on the Manager (nor is it reasonable to rely on the Manager) to advise in respect of which insurances may be suitable for the Body Corporate and/or the extent, nature, level or appropriateness of any insurance policy effected from time to time by the Body Corporate.

6. HOW IS THE MANAGER TO BE PAID?

6.1 The Body Corporate must pay the Manager:

- a) for the performance of the Agreed Services – the fee stated in Item B (as reviewed in accordance with this Agreement) at the time indicated in Item B;
- b) for the performance of the Additional Services – the fees stated in Items C & D (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties; and
- c) for Disbursements associated with the provisions of the Agreed Services or the Additional Services – the amount stated in Item E (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties.

6.2 The Manager may -

- a) charge the Body Corporate for Disbursements at the rates stated in Item E for the Agreed Services and Additional Services (which may include a margin above cost to the Manager);
- b) keep fees received by it for:

(a) information which the Manager must supply about the Body Corporate under the Act or the Module (e.g. information certificate under section 205 of the Act);

(b) services supplied at the request of lot owners (e.g. information required to prepare a disclosure statement under section 206 of the Act); and

c) retain commissions paid to it by the providers of services to the Body Corporate as disclosed in Item H;

6.3 The Body Corporate must pay fees for Agreed Services, the Additional Fees and the Disbursements by EFT or direct debit (at the election of the Manager) to the Manager's nominated account, or otherwise as directed by the Manager from time to time;

6.4 When the Term is greater than one (1) year, the Body Corporate agrees that on each anniversary of the commencement date of this Agreement the Manager may increase the fee for the Agreed Services to an amount which is the greater of:

a) The fee paid for the immediately preceding year increased by the fixed percentage increase amount stated in Item F; and

b) The amount calculated using the following formula:

$$A \times \frac{B}{C}$$

where:

A is the fee payable for the year immediately prior to the Review Date;

B is the CPI determined for the quarter ending immediately prior to the Review Date;

C equals the CPI determined for the quarter ending immediately prior to commencement of the year last concluded.

6.5 The Body Corporate agrees that the fees and charges payable for the Additional Services and Disbursements may be increased by the Manager on 1 July each year following commencement of this Agreement and the Body Corporate must pay the increased fees and charges by the Manager at the reviewed rate from time to time.

6.6 The increased fee for the Agreed Services is payable by the Body Corporate from that date which is the anniversary of the commencement date of this Agreement notwithstanding the fees may not be reviewed until after that date.

7. HOW DOES THE BODY CORPORATE GIVE INSTRUCTIONS TO THE MANAGER?

7.1 The Body Corporate must nominate in writing a person who must be a committee voting member to communicate with the Manager on behalf of the Body Corporate (the Nominee). In the event that no person is nominated by the Committee, the chairperson of the Committee is taken to be the Nominee.

7.2 The Body Corporate may replace the Nominee by written notice to the Manager.



8. DISCLOSURE OF ASSOCIATES

- 8.1 If the Body Corporate considers and / or proposes to enter into a contract with a provider of goods and / or services and that provider is an associate of the Manager, then the Manager must disclose the relationship to the Body Corporate:
- the Manager is aware of the proposed contract then before the contract is entered into; or
 - otherwise as soon as it becomes aware that the contract is being and/or has been entered into.
- 8.2 The Manager discloses that at the commencement of this Agreement it is associated with the providers of goods and services stated in Item H and that shall be sufficient disclosure of these relationships for the purposes of clause 8.1 and the disclosure requirement in the Module.
- 8.3 Where the Manager has an arrangement with the provider of goods and/or services, and the Manager is entitled to receive a commission if the Body Corporate enters into a contract with that provider, then:
- the details (including the commission, payment of other benefit) of any existing arrangement between the Manager and the provider as at the commencement of this Agreement are disclosed in Item H and the Body Corporate acknowledges such disclosure satisfies the disclosure requirements in the Module; or
 - for a new arrangement entered into after the commencement of this Agreement - the Manager must disclose to the Body Corporate the details of that arrangement before accepting any commission from the provider.
- 8.4 With the exception of any arrangement disclosed by the Manager as described in clause 8.3, the Manager must not, without the prior consent of the Body Corporate receive any commission from any contractor or supplier because the Body Corporate entered into an agreement with the contractor or supplier.

9. RELEASE & INDEMNITY BY THE BODY CORPORATE

- 9.1 The Body Corporate:
- Releases, discharges and forever holds harmless the Manager (to the extent permitted by law) from any damages, losses, liabilities, costs, expenses and/or claims arising from or in connection with any act or omission of the Body Corporate that did not result from the direct action or negligence of the Manager; and
 - Indemnifies and keeps indemnified the Manager against any damages, losses, liabilities, costs, expenses or claims incurred by the Manager (including the Manager being made a party to any litigation commenced by or against the Body Corporate); arising out of or in connection with any act or omission of the Body Corporate that did not result from the direct action or negligence of the Manager.

10. BODY CORPORATE WARRANTY

- 10.1 The Body Corporate warrants it has validly passed any necessary resolutions required to enable it to enter into this Agreement with the Manager or give any authorisation under it.

11. TRANSFER OF THIS AGREEMENT

- 11.1 This Agreement may be transferred by the Manager only in accordance with the Act.

12. TERMINATING THIS AGREEMENT

- 12.1 Either party may terminate this Agreement in accordance with the Act and/or the Module.
- 12.2 The Manager may terminate this Agreement at any time and for any reason by giving 60 days written notice to the Body Corporate.
- 12.3 If the Body Corporate fails to pay the Manager any amount owing to it under this Agreement and the failure continues for a period of 14 days after notice of the failure is given to the Body Corporate by the Manager, then:
- the Manager may terminate this Agreement by giving 30 days written notice to the Body Corporate; and
 - the Body Corporate will reimburse the Manager for the Manager's costs of recovering that amount from the Body Corporate, including any legal costs on an indemnity basis

13. BODY CORPORATE RECORDS

- 13.1 On expiry or earlier termination of this Agreement, the Manager must deliver to the Body Corporate its seal and the records and other documents in accordance with the Act and the Module.
- 13.2 The Manager acknowledges that it does not have a lien over the seal and the records and other documents of the Body Corporate.
- 13.3 Without any obligation to on the part of the Manager, the Body Corporate authorises the Manager to hold any document of the Body Corporate in photographic or electronic image form.

14. GOODS AND SERVICES TAX

- 14.1 For the purposes of this clause, a goods and services tax ("GST") means any tax imposed by any government or regulatory authority which is a tax on goods and services, a tax on consumption, a value-added tax or any similar impost.
- 14.2 Unless GST is expressly included, any fee or consideration expressed to be payable by the Body Corporate under any part of this Agreement does not include any GST that may be payable on the supply for which the fee or consideration is paid.
- 14.3 The Body Corporate must pay to the Manager, in addition to any fee or consideration payable for the Agreed Services, Additional Services or Disbursements, any additional amount of GST payable on the supply of those services.
- 14.4 The Body Corporate and the Manager agree to do all things, including providing tax invoices and other documentation, necessary or desirable to assist the other in claiming any input tax credit, adjustment or refund for any GST payable under this Agreement.

15. MISCELLANEOUS

- 15.1 Any notice required to be given or served by either party to this Agreement shall be given or served in the same manner as is provided for in the *Property Law Act (Qld) 1974*.



15.2 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force unless the basic purposes of this Agreement would be defeated by severance of the offending provision. This Agreement shall be governed and construed with reference to the laws in force in the state of Queensland.

16. PRIVACY ACT

16.1 If the Manager holds Personal Information under this Agreement, the Manager must, subject to the Act, comply with Australian Privacy Principle 11 set out in Schedule 1 of the Privacy Act. For the purposes of this clause, "Personal Information" has the same meaning as in the Privacy Act.

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and unaltered state.



Administration Agreement Engagement of a Professional Manager

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REFERENCE SCHEDULE | BODY CORPORATE MANAGEMENT ADMINISTRATION AGREEMENT

ITEM

A. TERM OF AGREEMENT

A contracted term of 3 years commencing on and ending on

Does the Manager hold a SCA (Qld) *Practising Certificate* YES NO

Does the Manager have professional indemnity insurance? YES NO

If so, how much? \$ 10,000,000

B. FEES FOR AGREED SERVICES

The fee for Agreed Services shall be \$3,000.00 per annum payable in advance on the 1st of January, 1st of April, 1st of July and 1st of October.

The agreed services are as follows:

Secretarial
Description
Convene and attend the Annual General Meeting (AGM) up to [3] hours
Call nominations for the position of executive and ordinary members of the Committee
Prepare and distribute the notice of AGM and ancillary documentation for statutory motions
Record, distribute and file minutes of AGM
Prepare and distribute notices for committee meetings based on [3] meetings
Attend committee meetings based upon [3] meetings up to [3] hours for each meeting
Record, distribute and file minutes of committee meetings up to [3] number of meetings
Arrange for the appointment of a returning officer <i>(the engagement of the returning officer will be an additional expense to the Body Corporate – if required for a general meeting and will be charged at cost)</i>
Financial
Description
Open, maintain and operate a bank account for the administrative fund and sinking fund
Prepare a statement of accounts for each financial year
Prepare a draft budget for each financial year
Issue notices to lot owners for payment of contributions
Receipt and bank levies
Process and pay accounts
Prepare Financial records and statements as required by the Regulations for the Module (ref: Item I)



Administration Agreement Engagement of a Professional Manager

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Agreed Services Continued
Administrative
Description
Pay insurance premiums and organise renewal quotations for renewals
Establish and maintain the roll and registers
Maintain and keep records
Receive and administer routine correspondence (<i>i.e. simple requests and providing general information</i>)

C. ADDITIONAL PROFESSIONAL SERVICES (exclusive of GST)

Type of Additional Service	Charged	Amount (\$)
Travel expenses to attend On-Site	At ATO Rates	ATO Rate
Issuing Work Orders (<i>plus attendance fees at hourly rates – see item D</i>)	Work Order	56.00
Voting Outside Committee (Flying Minute)	Per Flying Minute	97.00
Reconvened Meeting	Each time	193.00
Internet Access	Per Lot	14.50
Preparation of Information for Audit of Records (<i>or at hourly rate – depending on the size of the scheme</i>)	Per Lot	8.20
Archive and data storage fee	Per Lot	4.70
On-charging of expenses	Per Invoice	20.50
Business Activity Statements (BAS) [1-100 Lots]	Per Quarter	257.50
[101-200 Lots]		288.00
[200+ Lots]		319.00
Preparation of Instalment Activity Statements (IAS)		32.00
Arrears Collection [1 st Notice]	Per Owner in arrears and on charged to owner of Lot	25.00
[2 nd Notice]		35.00
[3 rd Notice]		55.00
[Legal action referral fee]		99.00
[Management of levy repayment plan] - per month		10.00
Reversal of Discount on Levy Payment	Per transaction	15.30
Reversal of Penalty Interest	Per transaction	15.30
Term Deposit re-investment fee	Per roll over	15.30
Prepare and issue special levy	Per Levy	84.00



Administration Agreement Engagement of a Professional Manager

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D. HOURLY RATE | ADDITIONAL PROFESSIONAL SERVICES (exclusive of GST)

Schedule of hourly rates for Additional Professional Services are as follows:

Position	Hourly Rate
Director(s)	280.00
Insurance Manager	198.00
Senior Strata Community Manager	214.00
Strata Community Manager	193.00
Associate Community Manager	132.00
Accountant	168.00
Assistant Accountant	132.00
Administrative Staff	112.00

Additional services charged at hourly rates are:

Description
Any agreed services required to be undertaken outside of normal business hours (<i>being 8:30am to 5:00pm, Monday to Friday</i>).
Preparation of notice of meeting, distribution of minutes and attendance at meetings in excess of those stated in the agreed services (<i>including EGMs, Flying Minutes and Reconvened meetings</i>).
Any reasonable and lawful request by the Body Corporate which is not stated in Item B as an agreed service.
Collection of levy arrears.
Prepare and distribute other levy notices (e.g utility on-charging notices).
Provide advice to individual lot owners.
Insurance claim handling – other than when MAI Strata Pty Ltd are the approved Insurance Agent.
Preparation of Application or Legal Action/Submission to Commissioner for Body Corporate and the Building Services Authority or Solicitors.
Arranging for Lodgement of Documents with Department of Natural Resources and Mines.
Enforcement of by-laws including preparation of breach notices.
Liaison with Independent Contractors including major contracts.
Preparation of Cash Flow Analysis (<i>Accountant hourly rate</i>).
Reconciliation of Utilities (<i>Accountant hourly rate</i>).
Prepare and issue Ballot Papers (<i>Associate Community Manager rate</i>).
Preparation of income taxation return (<i>fee includes payment to external tax agent, Archer Gowland</i>).
Receive and administer non-routine correspondence (<i>i.e. circumstances where we must obtain committee instructions</i>).



Administration Agreement Engagement of a Professional Manager

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E. DISBURSEMENTS (exclusive of GST)

Are the Disbursements for the Agreed Services Flat Rate per Lot
 Cost per Item

Disbursements are charged per item are as follows:

Type of Disbursement	Charged	Amount (\$)
Telephone Calls	Per Call	0.53
Telephone Calls – Mobile		At Cost
Telephone Calls – Interstate and overseas		At Cost
Facsimile	Per Page	0.40
Photocopy (black and white 1 x single-sided copy)		0.56
Photocopy (colour)		1.58
Printing (BC Max)		0.56
Envelopes – DL Standard	Per Envelope	0.31
Ballot		1.53
Other		0.62
Reply Paid		0.71
Postage		Aust Post
Labels	Each	0.31
Archived records retrieval	Per Box	At Cost
Emails	Per Recipient	1.00
Scanning	Per Page	0.71
Dividers	Each	0.34
Divider packet		3.60
Sleeves		0.51
Manilla Folders		0.42
Manilla Files		2.19
Lever Arch Files	Per File	4.07
Levy Form	Per Form	0.74
Electronic Funds Transfer	Per Transfer	1.22
Letter head and follow on page	Per Page	0.33



Administration Agreement Engagement of a Professional Manager

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F. FIXED PERCENTAGE INCREASE

If the agreement is for more than one year, the fixed percentage increase is the higher of 3% or CPI.

G. DISCLOSURE OF ASSOCIATES

Providers that are associates of the Manager and the nature of the relationship.

Name of Company: Archer Gowland, Chartered Accountant
Relationship: Colin Archer is a Consultant
Work Performed: Preparation of Income Tax Returns; Tax & GST Lodgements; Rulings; and Tax & GST advice as required

Name of Company: Strata Compliance Solutions Pty Ltd
Relationship: Subsidiary Company of Archers BCM Pty Ltd
Work Performed: Provider of fire safety services, workplace health and safety services and quantity surveying services

Name of Company: ARC Utilities Pty Ltd
Relationship: Subsidiary Company of Archers BCM Pty Ltd
Work Performed: Provider of utility billing services

Name of Company: Archers The Strata Professionals T/A Smart Strata
Relationship: Subsidiary Company of Archers BCM Pty Ltd
Work Performed: Provider of contractor listings and education services

Name of Company: MAI Strata Pty Ltd ACN 586 043 892 64
Relationship: Subsidiary Company of Archers BCM Pty Ltd
Work Performed: Provider of insurance management services

H. DISCLOSURE OF COMMISSIONS

MAI Strata Pty Ltd may receive a fee from insurers, insurance brokers or other persons should it place the body corporate insurance business with any of the following insurance companies: CHU Underwriting Agencies, Allianz Insurance Australia, Strata Unit Underwriting Agency, Zurich, Mobius, CHUBB, AMP, Resilium, Longitude, QBE, CGU, Brooklyn, Strata Community Insurance Agencies, Swiss RE, Vero, AIG, Marsh Advantage Insurance Pty Ltd and other insurance companies and insurance brokers as notified to the body corporate from time to time.

I. RELEVANT MODULE

- Standard Commercial
 Accommodation Small Schemes

J. SPECIAL CONDITIONS (INCLUDING AMENDMENTS TO THE STANDARD CONDITIONS)

N/A



*Administration Agreement
Engagement of a Professional Manager*

For use by SCA (Qld) members with a Practising Certificate

THE COMMON SEAL of the Body Corporate for **Ashford Principal CTS** was affixed pursuant to an ordinary resolution of the Body Corporate in the presence of:

(Signature)

(Print Name)

(Designation)

(Signature)

(Print Name)

(Designation)

(Date)

EXECUTED by **Archers Body Corporate Management Pty Ltd** pursuant to Section 127 of the Corporations Act 2001

(Director)

(Print Name)

(Date)

Caretaking Agreement

**Body Corporate for Ashford Residences Principal
Community Titles Scheme no. #[CTS number]#**

and

#[Insert]#

Ref JW: ##

Doc ID 678231093/v1

Level 19, 480 Queen Street, Brisbane QLD 4000 Australia
GPO Box 2033, Brisbane QLD 4001 Australia

Telephone +61 7 3169 4700
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hwlebsworth.com.au

Caretaking Agreement

Date

Parties

Body Corporate for Ashford Residences Principal Community Titles Scheme no. #[CTS number]#

of C/ Archers Body Corporate, Level 4/97 Creek St, Brisbane City QLD 4000

(Body Corporate)

#[Insert]#

#[Insert ACN/ABN]# of #[Insert address]#

(Caretaker)

Recitals

- A. The Act places on the Body Corporate a responsibility to manage and maintain the Common Property.
- B. The Body Corporate has resolved to engage the Caretaker to perform various management, maintenance and other services.
- C. The Caretaker has agreed to accept the engagement.

The parties agree, in consideration of, among other things, the mutual promises contained in this agreement as follows:

1. Dictionary

The following words and expressions have the following meanings:

Act	means the <i>Body Corporate and Community Management Act 1997</i> .
Agreement	means this agreement and any schedule or annexures of it.
Alternate Caretaker	means the alternate Caretaker appointed under clause 6.
By laws	means the by-laws for the Scheme.
Building	means any building(s) contained within the Scheme.
Business Day	means any week day which is not a public holiday in Brisbane.
CMS	means the Community Management Statement of the Scheme.

Committee	means the committee of the Body Corporate constituted under the Act.
Common Property	means the common property of the Scheme from time to time.
Duties	means the general duties and specific duties set out in the Schedule 2.
End Date	means #[DD/MM/20YY]#.
GST	means goods and services tax.
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
Original Owner	means MIRVAC QUEENSLAND PTY LTD ACN 060 411 207.
Owners	means the owners of lots included in the Scheme.
Regulation Module	means the regulation module under the Act which applies to the Scheme.
Related Persons	means: <ul style="list-style-type: none"> (a) in respect of a company, the company's directors and principal shareholders; and (b) in respect of a partnership, the partners of the partnership.
Remuneration	means the remuneration set out in the Schedule 1.
Representative	means the person appointed by the Body Corporate under the clause titled 'Body Corporate Representative'.
Scheme	means <i>Ashford Residences Principal Community Titles Scheme</i> No. #[CTS NUMBER]#.
Start Date	means #[DD/MM/20YY]#.
Term	means the 25 year period starting on the Start Date and ending on the End Date.

2. Interpretation

2.1 In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) singular includes plural and vice versa;
- (c) any gender includes every gender;
- (d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

- (e) clause means a clause of this Agreement;
- (f) month means calendar month;
- (g) **including** and similar expressions are not words of limitation;
- (h) in any combination or list of options, the use of the word **or** is not used as a word of limitation;
- (i) a reference to a person, company, trust, partnership, unincorporated body or other entity includes any of them;
- (j) a reference to a party includes their successors, substitutes, transferees or assigns;
- (k) an agreement, representation, warranty or promise on the part of 2 or more persons binds each and all of them;
- (l) an agreement, representation, warranty or promise in favour of 2 or more persons is for the benefit of each and all of them;
- (m) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of it;
- (n) a reference to a clause, part, item, chapter, division, etc in a statute, code, regulation, ordinance or other law includes a reference to the renumbered, consolidated, amended, re-enacted or replacement version of it;
- (o) if any date falls on a Saturday, Sunday, or public holiday or bank holiday in the place where an act is to be performed or a payment is to be made then the date will be the week day next following such date;
- (p) a reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form; and
- (q) unless stated otherwise, one provision does not limit the effect of another.

2.2 No rule of construction will apply to a provision of this Agreement to the disadvantage of a party merely because that party put forward the provision or would otherwise benefit from it.

3. Caretaking Service Contractor's Engagement

- 3.1 The Body Corporate, for the period of the Term, from the Start Date to the End Date engages the Caretaker as a caretaking service contractor to perform the Duties.
- 3.2 The Caretaker accepts the engagement contained in clause 3.1 and agrees that it will perform the Duties.

4. Remuneration

- 4.1 For the performance by the Caretaker of the Duties, the Body Corporate must pay to the Caretaker (or a party nominated by the Caretaker) the Remuneration in the manner set out in the Schedule 1.

5. GST

If the performance of the Duties is a taxable supply under the GST Act:

- (a) the Body Corporate must pay to the Caretaker, in addition to the Remuneration, a further amount equal to the GST prevailing at the time of payment providing the Body Corporate has received the relevant compliant tax invoice; and
- (b) the Caretaker must give to the Body Corporate a compliant tax invoice in respect of each payment of the Remuneration.

6. Staff & Alternate Caretaker

6.1 The Duties must be conducted by:

- (a) if a natural person, the Caretaker personally or under the supervision of the Caretaker by its agents or staff; or
- (b) if the Caretaker is a company, by such number of officers, staff or agents as are reasonably required to perform the Duties.

6.2 The Caretaker may, at any time, by written notice to the Body Corporate, nominate another party to act as Caretaker under this Agreement (**Alternate Caretaker**). The Alternate Caretaker must be of good character and capable of performing the Duties.

6.3 The Caretaker is responsible for:

- (a) all remuneration payable to any Alternate Caretaker; and
- (b) ensuring that the Alternate Caretaker performs the Duties.

6.4 If the Caretaker is the Original Owner or a related entity of the Original Owner, the Caretaker may subcontract the performance of the Duties. If this happens, the sub-contractor may deal directly with the Body Corporate in respect of matters arising out of this Agreement.

6.5 The Caretaker must appoint one person on behalf of the Caretaker to receive instruction from and communicate with the Body Corporate.

7. Specialist nature work

7.1 The Caretaker's performance of the Duties does not extend to work of a skilled or specialist nature.

7.2 The Caretaker must arrange and supervise contracts between the Body Corporate and independent contractors for all work of a specialist nature including:

- (a) specialist repairs and maintenance of the Common Property; and
- (b) cleaning of external windows or parts of the Scheme not easily accessed.

- 7.3 Contracts for work of a specialist nature with independent contractors must not be entered into without the prior written approval of the Body Corporate, which approval must not be unreasonably withheld.

8. Expenses

- 8.1 The Caretaker is not authorised to pledge the credit of the Body Corporate or contract on its behalf. The Body Corporate:
- (a) may give the Caretaker a cash float that can be used to the extent authorised by the Body Corporate;
 - (b) may authorise the Caretaker to incur costs on behalf of the Body Corporate, in which case the Body Corporate must pay the costs validly incurred; and
 - (c) must as soon as practicable reimburse the Caretaker for authorised costs paid by the Caretaker on behalf of the Body Corporate.
- 8.2 If there is an emergency, the Caretaker may:
- (a) purchase materials and equipment required to deal with the emergency; and
 - (b) arrange for contractors to do works needed to deal with the emergency,
- to the amount previously authorised by the Body Corporate.
- 8.3 For clause 8.2, emergency means anything reasonably likely to:
- (a) cause substantial damage to the Common Property or property in the Scheme; or
 - (b) endanger the health or safety of people in the Scheme,
- before the Body Corporate will be able to decide what to do to minimise the damage or danger.

9. Caretaker's representations

- 9.1 The Caretaker represents to the Body Corporate that the Caretaker will:
- (a) at its own expense, in the performance of the Duties duly and punctually comply with:
 - (i) all relevant laws and regulations; and
 - (ii) the provisions of all requirements of any lawful authority;
 - (b) not do anything to affect the premiums or coverage under the policies of insurance effected in respect of the Scheme;
 - (c) not display on the Common Property any sign unless it has first been approved in writing by the Body Corporate, such approval not be unreasonably withheld (however, approval is not required for reasonable signage which relate to the performance of the Duties provided the signs are in keeping with the style and quality of the Scheme); and

- (d) not engage in activities, perform the Duties in a manner which is an undue or unreasonable annoyance or disturbance to the occupiers of the Scheme.

10. Insurances

The Caretaker must keep insured the Caretaker's activities with an insurance company, approved by the Body Corporate, acting reasonably, against public risk liability for not less than \$10 million per event.

11. Body corporate representative

- 11.1 The Body Corporate must appoint one person to give instructions to and to communicate with the Caretaker on behalf of the Body Corporate. If no person is appointed, the chairperson of the Body Corporate is taken to be the Representative.
- 11.2 The Caretaker must confer fully and freely with the Representative regarding the performance of the Duties.
- 11.3 If the Representative requests, the Caretaker must attend meetings of the Committee and members of the Body Corporate. The Caretaker is entitled to be heard on any relevant question or matter raised at any meeting.

12. Plans

- 12.1 The Body Corporate must give the Caretaker one set of plans of the Scheme to assist the Caretaker to perform the Duties.
- 12.2 The plans remain the property of the Body Corporate. The plans must be returned to the Body Corporate upon termination of this Agreement.

13. Equipment & cleaning consumables

- 13.1 Except for pool equipment, the Caretaker must, at the Caretaker's cost, provide all tools and equipment (including all cleaning and rubbish removal equipment) required to carry out the Duties. This equipment remains the property of the Caretaker.
- 13.2 The pool cleaning equipment will be provided by the Body Corporate. This equipment remains the property of the Body Corporate.
- 13.3 All consumables used by the Caretaker in carrying out the Duties (for example cleaning fluids, pool maintenance consumables and replacement lights) must be provided by the Body Corporate.
- 13.4 Despite clause 13.1, the parties agree that the Caretaker is not required to provide any:
- (a) motorised equipment for the moving of rubbish bins; and
 - (b) motorised cleaning devices or equipment required for cleaning car parking areas (or similar areas).

This equipment must be provided by the Body Corporate.

14. Transfer

- 14.1 The Caretaker may only transfer its interest in this Agreement in accordance with the provisions of the Act and the Regulation Module.
- 14.2 If the proposed transferee is a company and, if required by the Body Corporate, the directors of that company must guarantee the performance of the transferee under this Agreement.
- 14.3 If the Caretaker is a company and there is any alteration to the board of directors or share capital of the Caretaker, or other event which in the reasonable opinion of the Body Corporate alters the effective control of the Caretaker, such change of control of the Caretaker is deemed to be a transfer of this Agreement and the provisions of the Act and the Regulation Module will apply.
- 14.4 The provisions of clauses 14.1, 14.2 and 14.3 do not apply if:
- (a) the transferee or the Caretaker respectively is in any way related to or associated with the Original Owner; or
 - (b) the transferee is a company which is listed on any stock exchange or is a subsidiary of a parent company which is listed on any stock exchange.
- 14.5 If the Caretaker transfers its interest in accordance with this Agreement, the Body Corporate must release the Caretaker and any guarantors from any breaches of this Agreement which occur after the date of transfer.
- 14.6 The Caretaker must pay the reasonable costs of the Body Corporate arising out of any transfer.

15. Dispute resolution

The dispute resolution provisions of the Act apply to this Agreement.

16. Termination

The Body Corporate may, following resolution of the Body Corporate at general meeting, terminate this Agreement by giving the Caretaker a notice in writing if the Caretaker or a Related Person to the Caretaker:

- (a) assigns or attempts to assign the benefit of this Agreement in breach of this Agreement; or
- (b) persistently neglects or fails to perform its obligations under this Agreement for a 30 day period after notice is given to the Caretaker that the Body Corporate (acting reasonably) considers that the Caretaker has not adequately performed its obligations, which notice must provide reasonable particulars of the obligations which the Caretaker has neglected or failed to perform.

17. Notices

- 17.1 Notices under this Agreement must be in writing and must be signed by or on behalf of a party.
- 17.2 Notices given by a party's solicitor will be treated as given with that party's authority.

- 17.3 Notices are considered to be signed if affixed with a manuscript mark, signature or initials or a typed name of a person, firm or company whether conveyed electronically, digitally or otherwise.
- 17.4 Notices are effectively given if:
- (a) delivered or posted to the address of the other party or its solicitors;
 - (b) sent to the facsimile number other party or its solicitors;
 - (c) sent by electronic facsimile or similar method to the facsimile number of the other party or its solicitors;
 - (d) sent by email or other digital means to the relevant email or other digital address of the other party or its solicitors,
- which particulars be notified and updated by each party to the other from time to time.
- 17.5 Posted notices will be treated as given 3 Business Days after posting.
- 17.6 Notices sent by facsimile including electronic facsimile or similar method will be treated as given when the sender obtains a clear transmission report or other confirmation of delivery.
- 17.7 Notices sent by email are taken to be given 1 hour after they are sent, unless the sender receives notification that the email failed to be delivered to the recipient. If asked by the sender of an email to confirm receipt, the recipient must confirm receipt within a reasonable period of request.
- 17.8 For the purposes of Section 11 and 12 of the *Electronic Transactions Act 2001 (Qld)* and the *Electronic Transactions Act 1999 (Cth)*, the parties consent to notices and any other information being given by electronic communication.

18. Severance

- 18.1 The parties agree that it is not intended:
- (a) to engage the Caretaker as a body corporate Caretaker; or
 - (b) to delegate to the Caretaker any of the powers of the Body Corporate, the Committee, or of an executive member of the Committee; or
 - (c) to have the Caretaker perform duties under this Agreement which the Body Corporate has no power to pay the Caretaker to perform,
- and that it is the parties intention that the Remuneration is payable for the performance of duties which do not constitute such an engagement, and do not involve such delegation, and are not duties which the Body Corporate has no power to pay the Caretaker to perform.
- 18.2 If any person, court, or tribunal, having jurisdiction in the matter finds that any provision of this Agreement:
- (a) constitutes an engagement of the Caretaker as a body corporate Caretaker; or
 - (b) includes the delegation of any power referred to in clause 18.1; or
 - (c) involves the performance of a duty which the Body Corporate has no power to pay the Caretaker to perform,

then such provision will be severed or read down to avoid any such engagement, delegation, or lack of power without any reduction in the Remuneration. Otherwise all rights, duties or obligations given or imposed by virtue of this Agreement are so given or imposed to the extent that they are lawful and if at any time, any provision is, or becomes illegal, invalid, unenforceable or void in any respect then that provision will be ignored, read down or severed respectively so far as is possible at the same time preserving the essence of the bargain between the parties and evidenced by this Agreement, so as to uphold the legality and validity and enforceability of the remaining provisions of this Agreement.

19. Waiver

- 19.1 No waiver of any right under this Agreement takes effect unless it is in writing, signed by or on behalf of the party bound, by a person holding the requisite authority to bind the relevant party.
- 19.2 In the absence of an effective waiver, no failure or forbearance by a party to insist upon any right to performance of a condition or obligation of the other party can amount to, under any circumstances, a waiver, an election between existing rights, a representation sufficient to ground an estoppel or a variation whereby that other party is relieved or excused from performance of such condition or obligation
- 19.3 A waiver is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

20. Variation

An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

21. Applicable law

Queensland Law applies to this Agreement.

22. No merger

No act done or document signed in connection with this Agreement prevents any provision to which effect has not fully been given from continuing to have full force and effect, or as a merger of any of the powers, rights and remedies of the parties to which effect has not been fully given.

23. Costs

Each party must pay its own costs of this Agreement. Transfer or other duty assessed on this Agreement will be paid by the Caretaker.

24. Authority to date and complete

The Caretaker authorises each member of the Committee and the solicitors for the Body Corporate to do all or any of the following things:

- (a) to date or complete any blank spaces in this Agreement; and
- (b) to complete and sign any document necessary to stamp or register this Agreement.

25. Financier acting in place of Caretaker

If a financier of the Caretaker acts in place of the Caretaker or a Controller (as defined in the *Corporations Act 2001*) is appointed by that financier to the Caretaker in respect of this Agreement, the Body Corporate agrees with the Caretaker that its rights to terminate this Agreement (if any) are limited to those set out in the Act and the Regulation Module (for example section 145 of the Act and sections 128 and 129 of the Accommodation Module) subject to the Body Corporate complying with section 126 of the Act.

26. Entire agreement

This Agreement contains the entire terms agreed between the parties and supersedes all prior negotiations.

27. Exclusivity

27.1 During the Term the Body Corporate must not:

- (a) authorise any person to, or permit any of its staff to, or itself conduct within the Scheme any business of the same or similar nature as the Caretaker may conduct pursuant to this Agreement; or
- (b) licence or lease any part of the Common Property for the purpose of any such business.

27.2 If any person other than the Caretaker attempts to use any part of the Common Property for the purpose of conducting a business or rendering a service in competition with the business the Caretaker carries on pursuant to this Agreement, then the Body Corporate must use reasonable endeavours to effect a termination of the competing business or service.

28. Occupation Authority

28.1 Pursuant to Section 134 of the Regulation Module, the Body Corporate grants, for the Term, to the Caretaker the exclusive right to occupy the area described as **#[DESCRIPTION]#** on the **attached** sketch plan, and any area allocated by the Original Owner for the exclusive use by the Caretaker as an office in the Scheme, for the purpose of:

- (a) performing the Duties; and
- (b) any other authorised use pursuant to this Agreement or the By-Laws.

28.2 The Caretaker acknowledges and agrees that columns, infrastructure and services may be located within or affect the convenient use of the areas noted in clause 28.2 and the Buyer must not object in this regard.

29. Mutual indemnity

29.1 Despite any other clause in this Agreement to the contrary, each party indemnifies the other against all actions, claims, demands, losses, costs, damages and expenses (including legal costs on a solicitor and own client basis) occasioned by:

- (a) the failure to provide any information or documents in breach of this Agreement or any lawfully imposed obligation for providing information or documents that are inaccurate or incorrect in any material respect;
- (b) any accident, damage, loss of property, death or injury to any person of whatever nature or kind occurring in connection with this Agreement to the extent that the party's actions, inactions, negligence or omissions caused that accident, damage, etc.

30. Gym equipment (if any)

30.1 The Body Corporate indemnifies the Caretaker against all actions, claims, demands, losses, costs, damages and expenses (including legal costs of a solicitor and own client basis) incurred by the Caretaker as a direct result of any accident, damage, death or injury to any person of whatever nature or kind occurring in connection with the use of the gym equipment except to the extent caused or contributed to by the actions, inactions, negligence or omission or default on the part of the Caretaker.

Schedule 1 Remuneration

1. The Remuneration payable to the Caretaker is \$TBA per lot (exclusive of GST) per year.
2. The Term is divided into remuneration periods of one year each, the first of which starts on the Start Date. Each subsequent year starts on the corresponding day of each subsequent year during the Term.
3. The Body Corporate must pay to the Caretaker the Remuneration in arrears by calendar monthly instalments. The first instalment is due one month after the Start Date and thereafter on the corresponding day of every subsequent month. The Caretaker must give to the Body Corporate a compliant tax invoice for each Remuneration payment.
4. The Remuneration is to be increased annually on each Review Date during the Term by the greater of the **CPI Increase** and 3%. Accordingly, the Remuneration will never be less for a subsequent year than it was for the previous year.
5. For the **CPI Increase**, the Remuneration will be increased to an amount represented by A, where:

$$A = \frac{B}{C} \times D$$

Where **B** = CPI for the quarter ending immediately before the relevant Review Date;

C = the CPI for the quarter one year before the quarter in B; and

D = the Remuneration payable immediately before the relevant Review Date.

CPI means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that Index no longer exists, **CPI** means an index that the president of the Australian Property Institute Ltd (or then equivalent) decides best reflects changes in the cost of living in Brisbane.

Review Date means the date which is the annual anniversary of the Start Date.

6. Should the number of lots in the Scheme increase during the Term:
 - (a) the Remuneration will be proportionately increased to account for the additional lots, from the next monthly payment due following the recoding of the Community Management Statement that includes the additional lots; and
 - (b) for the purposes of calculating the Remuneration for any subsequent year, the Remuneration for the earlier year will be treated as if it was "grossed up" to include the increased remuneration consequent upon the additional lots, for the whole of that year.

Schedule 2 Caretaker's Duties

- A. GENERAL DUTIES:** The Caretaker is responsible for the day to day maintenance and cleanliness of the Scheme including the following general duties:
7. supervise persons engaged in work upon the Common Property;
 8. use reasonable endeavours to see that the Common Property is kept in good order and repair;
 9. monitor the observance of the By-laws and any rules of the Body Corporate and report any serious or persistent breach to the Representative;
 10. if requested by the Body Corporate, provide a quarterly report to the Body Corporate about matters arising out of the caretaking of the Scheme including records of false fire alarms, security breaches (including reporting to police if appropriate), injuries, property damage, evictions, breaches of By-Laws and/or rules, lift breakdowns, water leaks, etc;
 11. if lawful, keep in its possession and not give to any person except as authorised by the Body Corporate or owner of the lot concerned, any master key or keys under the control of the Body Corporate;
 12. arranging for cutting of keys and record, program or re-code swipe cards/fobs for security access system;
 13. report promptly on all things requiring repair and on all matters creating a hazard or danger and take remedial action where possible;
 14. check and verify accounts payable by the Body Corporate relating to matters which relate to the Duties and notify the Body Corporate as to whether such accounts are in order for payment;
 15. arrange maintenance contracts as required by the Body Corporate and supervise the carrying out of those contracts;
 16. periodically view the monitors of any surveillance system (if any) to ensure their proper functional operation. Store footage for the period allowed by the system and provide the Body Corporate with copies of any footage on request with respect to any security incident. The Body Corporate does not have the right to access any Caretaker's Unit or office/reception area for the operation of the system;
 17. sort and deliver daily mail to mail boxes provided by the Body Corporate (if not otherwise done by the mail service) and hold any large mail items or delivered packages or goods for collection by owners and occupiers of the Scheme. The Body Corporate indemnifies the Caretaker for any claims made against it by owners or occupiers of lots in the Scheme with respect to the delivery of mail or parcels, except to the extent caused or contributed to by the actions, negligence or omission or default on the part of the Caretaker;
 18. be aware of the general condition of the Scheme so that the Caretaker is able to keep the Representative fully informed;
 19. familiarise itself with and regularly inspect the systems and mechanical equipment installed in the Scheme and advise generally on the condition thereof from time to time and recommend any changes or modifications to be made to the systems and equipment. Arrange for maintenance or other works necessary to keep them in efficient working condition at the expense of the Body Corporate;
 20. perform such other acts and things as are reasonably necessary and proper in the discharge of its Duties;
 21. carry out all reasonable written directions given by the Body Corporate about the caretaking and management of the Scheme;

22. if requested by the Body Corporate and if lawful to do so (privacy laws permitting), provide details of any occupier of a lot in the Scheme and any Owner (including notice of commencement and notice of departure) to any service provider as soon as possible;
23. carry out the reasonable written directions of the Body Corporate regarding specific matters or regarding policies or procedures to be observed in the conduct of the Scheme;
24. arrange for a suitably qualified consultant to undertake any maintenance or other works necessary to keep firefighting equipment in effective working condition and compliant with relevant standard and laws at the cost of the Body Corporate;
25. ensure that all common electrical apparatus including lighting and security devices are kept safe and fully functional throughout the Common Property and arrange for any necessary maintenance. The cost of any lights, globes, tubes, fuses and maintenance and other works will be paid by the Body Corporate;
26. as required, clean all easily accessible glass and windows in the Common Property (excluding the inside and outside of windows in each lot in the Scheme). If directed by the Body Corporate, engage a professional window cleaner to clean the windows in areas which are not easily accessed at the cost of the Body Corporate;
27. operate, inspect and arrange maintenance of the waste disposal and recycling system in accordance with the requirements of that system;
28. establish and maintain a rubbish collection service at the cost of the Body Corporate. Remove all rubbish and waste material from the Common Property (including from collection waste areas or points anywhere in the Scheme) to the point of disposal as required;
29. mow the lawns on the Common Property and (if lawful to do so) the adjacent footpath (if any) and maintain the gardens and shrubs on the Common Property to a high standard including pruning, fertilising, weeding, mulching, spraying for pests and top dressing as reasonably required, the cost of such consumables to be payable by the Body Corporate;
30. effect minor repairs and maintenance to the Common Property which do not require the services of a skilled tradesman;
31. supervise the car parking arrangements (including any visitor car parking area and the use of any loading bay) having regard to the provisions of the CMS and to the allotment of car parking spaces;
32. maintain the car parking areas and any car wash areas in a clean and tidy condition. This Duty does not extend to professional style degreasing or pressure washing which is to be arranged by the Caretaker at the request and cost of the Body Corporate;
33. cause the Scheme inclusions, grounds and all plant and equipment to be properly maintained at all times;
34. supervise the arrangements in relation to occupiers moving in and out of the Scheme;
35. comply with any requirements of any manufacturers warranties and operations in respect of Common Property;
36. operate a booking system for any meeting room or other relevant facilities (if any); and

B. SPECIFIC DUTIES: The Caretaker must perform the following specific duties:

CLEANING AND GROUNDS MAINTENANCE - (DAILY ROUTINE BEING ONCE PER 24 HOUR PERIOD BUT ONLY IF REQUIRED)

Common Facilities	<ul style="list-style-type: none"> • foyer areas and windows, common toilets, change rooms and any gymnasium to be vacuumed, mopped and washed • Clean and sanitise toilet and shower facilities (if any). Toilet consumables to be replenished as required at the cost of the Body Corporate
Grounds	<ul style="list-style-type: none"> • Clear surrounds of any pool of leaves and rubbish • Empty rubbish bins • Align any chairs, table and other furniture • Water, as required (and if permitted by law), any plants, shrubs and planter boxes • Sweep or blow down pathways and hose clean (if permitted by law) as required
Furniture and Equipment	<ul style="list-style-type: none"> • Wipe down and clean any furniture and equipment including gym equipment • Check wear and tear of any furniture (indoor and outdoor) and report on its condition
Barbecue Area	<ul style="list-style-type: none"> • Sweep area clean and empty rubbish bins • Clean outdoor furniture, barbecue plates, facings, drip tray and renew sand • Check operation of barbecue and fill (at cost of Body Corporate) gas bottles as required reserve bottle to be full at all times
Pool	<ul style="list-style-type: none"> • Clean skimmer baskets • Check water level and clarity • Clean pool as required • Empty filter baskets • Clean pool fencing and check and test fencing and gate mechanism

CLEANING AND GROUNDS MAINTENANCE - WEEKLY ROUTINE (BEING ONCE IN EACH SEVEN DAY PERIOD, BUT ONLY IF REQUIRED)

Pool	<ul style="list-style-type: none"> • Vacuum pool • Check pool for chemical levels and adjust as necessary • Check pump, filter and chlorinator for normal operation and pressure
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	<ul style="list-style-type: none"> • Backwash if necessary • Clean and replace pool filter pads (as necessary) • Replace filter powder (as necessary) • Check pumps and motors for serviceability • Clean out plant rooms
Garbage Bin Area	<ul style="list-style-type: none"> • Scrub out bins with disinfectant/cleanser • Scrub out bin area with disinfectant/cleanser <p>(The Caretaker is not required to clean bins owned and stored within individual lots)</p>
Walls/Fences	<ul style="list-style-type: none"> • Walls and fences in common areas to be cleaned and maintained as required • Glass walls to be thoroughly cleaned
Common Facilities (other than areas to be cleaned daily)	<ul style="list-style-type: none"> • Vacuum, mop and wash
Security	<ul style="list-style-type: none"> • Program and re-code swipe cards/fobs for the security system as necessary

CLEANING AND GROUNDS MAINTENANCE - MONTHLY ROUTINE (BUT ONLY IF REQUIRED)

Building	<ul style="list-style-type: none"> • Inspect, where accessible, building thoroughly internally and externally and note: <ul style="list-style-type: none"> - corrosion - paint condition - concrete cracking or chipping - leaks after heavy rain - condition of roof - condition of windows, doors and locks - security breaches - any matters in relation to the safety and presentation of the Scheme
Pumps (if any)	<ul style="list-style-type: none"> • After checking fuel, oil and battery test run auxiliary pumps for 30 minutes on load and confirm that unit is running smoothly • Inspect exhaust system for leaks and look for corrosion
Fans (if any)	<ul style="list-style-type: none"> • Inspect condition of fan blades and look for corrosion

CLEANING, GROUNDS AND GARDEN MAINTENANCE - AS REASONABLY REQUIRED

Visitors Car (if any)	<ul style="list-style-type: none"> • Check car park area • Pick up any rubbish and empty any rubbish bins • Check light fittings and replace blown bulbs and tubes
Footpaths & Access Ways	<ul style="list-style-type: none"> • Sweep area clean, remove rubbish, papers etc. • Hose down (if permitted by law) all footpaths and access ways
Emergency Stairs	<ul style="list-style-type: none"> • Sweep down the emergency stairs and landing (hose if necessary/applicable/lawful) • Remove dust from hand rails and wipe clean • Wipe and clean exit signs and replace blown globes • Clean insects out of all light fittings • Check self-closing exit doors and report any malfunctions
Garbage Bin Area	<ul style="list-style-type: none"> • Place bins at collection point for collection on collection day • Sweep garbage bin area, hose/mop with detergent as necessary • After collection, replace bins in garbage area • Ensure that no bins emit offensive odours and are regularly emptied <p>(The Caretaker is not required to deal with bins stored within individual lots)</p>
Windows	<ul style="list-style-type: none"> • Exterior windows in common areas to be spot cleaned as required, inside and out (Windows out of normal reach are not included in this routine)
Garden Maintenance	<ul style="list-style-type: none"> • All garden and grass edges to be trimmed and grass mowed around Scheme and adjacent footpath (if lawful) according to rate of growth or condition of weather • Keep all gardens to a good standard at all times with replacement of shrubs and plants at the expense of the Body Corporate as is necessary • Spray and control weeds on pathways and in all common area gardens at regular intervals • Check on state of exterior fencing and gates and report to Body Corporate accordingly • Plants to be fertilised and tended to • Arrange for mulching and other related capital works at the request and cost of the Body Corporate

Signing page

Executed as an agreement

Executed by the Body Corporate for Ashford Residences Principal Community Titles Scheme #[CTS No.]# under its Common Seal by the Chairman of the Body Corporate in the presence of:

Witness

Chairman

Executed by #[Caretaker]# in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

Signature of sole Director and sole Company Secretary

Full name (print)

INSERT OCCUPATION AUTHORITY PLAN HERE

Seller's Note:

At the time of preparation of this draft Caretaking Agreement, the proposed location of the Occupation Authority areas may not be known.

The Occupation Authority plan will be prepared once the location of the Occupation Authority areas is known.

The Seller may give the Buyer a **further statement** under section 214 of the *Body Corporate and Community Management Act* outlining the changes to be made to this Caretaking Agreement at the time that the location of the Occupation Authority areas becomes known or at some other time as determined by the Seller.

It may be determined that there are no Occupation Authority areas.

The Buyer under the Contract Terms has represented to the Seller that the Buyer agrees that the Section 213 Statement is substantially complete notwithstanding that the location of Occupation Authority areas are not known and/or not disclosed

PART B – OTHER DISCLOSURE

NOTICE TO BUYERS

PAYMENT OF DEPOSIT & COMPLIANT BANK GUARANTEE

HOW MUCH DEPOSIT IS PAYABLE?

The Seller requires that you pay Deposit equal to the amount specified in the Reference Schedule of the Contract.

WHEN IS THE DEPOSIT PAYABLE?

The Deposit is payable at the times shown in the Reference Schedule of the Contract.

HOW IS THE DEPOSIT PAYABLE?

The Deposit may be paid by:

- (a) cash payment; or
- (b) Compliant Bank Guarantee; or
- (c) a combination of cash payment and Compliant Bank Guarantee.

IF THE DEPOSIT IS PAID IN CASH, DOES IT EARN INTEREST?

Yes. Any interest earned on the investment of the Deposit is payable as provided for the Contract.

The Deposit is normally invested by the Deposit Holder in an interest bearing account at rates generally comparable to those available in the banking sector.

You should give your tax file number to the Deposit Holder to avoid withholding tax being deducted from the interest earned.

DEPOSIT MAY BE PAID BY BANK GUARANTEE

You can secure payment of the Deposit by Compliant Bank Guarantee instead of paying in cash.

The requirements for a Compliant Bank Guarantee are set out below and must be strictly complied with.

Compliant Bank Guarantee means a guarantee or undertaking by an Australian bank (authorised under section 9 of the Banking Act 1959 (Cth)), acceptable to the Seller, which;

- (a) is for the amount of the Deposit;
- (b) is issued in favour of the Deposit Holder (as "Favouree" as opposed to specifying the Seller as Favouree);

- (c) specifies that the Seller has agreed to accept the guarantee or undertaking instead of payment of a cash deposit;
- (d) requires the bank to pay the Deposit Holder the Deposit amount immediately on presentation of the guarantee or undertaking without first checking with the Buyer or any other person;
- (e) has no expiry date and be expressed to be unconditional and irrevocable;
- (f) contains the names of the Seller and the Buyer (and no other third party) and make reference to this Contract and the sale made under it, eg:
MIRVAC QUEENSLAND PTY LTD ACN 060 411 207 sale of Lot [No.] Ashford Land CTS to [Buyer's Name]; and
- (g) is otherwise on terms and conditions and in a form satisfactory to the Seller and any Seller's financier.

You should give your bank a copy of this Notice and instruct the bank that the Bank Guarantee must comply with the matters set out above.

WHAT IF I REQUIRE FURTHER INFORMATION OR ASSISTANCE?

If you require further information, then you should contact any of the following parties:

- (a) the Agent;
- (b) your Solicitor;
- (c) the Seller's Solicitor, on the following contact particulars:

HWL Ebsworth Lawyers

Phone No: (07) 3169 4700

Fax No: 1300 368 717

NOTE: This Notice does not form part of the Contract. It is given to the Buyer in order to assist the Buyer in relation to the payment of the Deposit, in particular payment of the Deposit by lodgement of a Compliant Bank Guarantee. Nothing in this Notice affects the rights of the Seller or the Buyer under the Contract.

PART B – OTHER DISCLOSURE

PAYMENT OF DEPOSIT BY COMPLIANT BANK GUARANTEE REQUIRED PARTICULARS

The Seller requires that the following particulars be included in the bank guarantee:

Beneficiary / Favouree:	HWL Ebsworth Lawyers A.B.N. 37 246 549 189
Seller:	MIRVAC QUEENSLAND PTY LTD ACN 060 411 207
Buyer:	Only Buyer's details as per Contract. No other party should be mentioned.
Amount:	Amount equal to Deposit in Reference Schedule.
Consideration:	Seller agreeing to dispense with payment of cash deposit under the contract for Lot [INSERT LOT NUMBER] in Ashford Land CTS , between MIRVAC QUEENSLAND PTY LTD ACN 060 411 207 and [BUYER'S NAME] .
Expiry Date:	Nil (bank guarantee should not have expiry date).
Other Matters:	Bank guarantee must: <ul style="list-style-type: none">• be issued by an Australian Bank;• be unconditional and irrevocable; and• must permit the Beneficiary / Favouree to make a call on it without reference to or permission of the Buyer.