

# Further Statement

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## CHARLTON HOUSE

AT ASCOT GREEN

## Further Statement

under section 214 of the *Body Corporate and Community Management Act 1997* (Qld)

<b>Buyer</b>	<i>Buyer 1 Name</i>	
	<i>Buyer 2 Name</i>	
<b>Seller</b>	<b>Brisbane Racing Club Limited ACN 133 679 786</b>	
<b>Property</b>	Lot no:	Charlton House and O'Connell House in the building known as 'Charlton House' situated at 230 Lancaster Road, Ascot QLD 4007.
<b>Contract</b>	Sale Contract between the Buyer and Seller in relation to the Property.	

This document constitutes a further statement given by the Seller to the Buyer under section 214 of the BCCM Act.

### Terminology

In this further statement:

1. A word or expression which is not defined in this further statement, but which is defined in the First Statement or the Sale Contract, has the same meaning as given to it in the First Statement or the Sale Contract.
2. Includes or including are not words of limitation.
3. **Contributions Formula** means the Contributions Formula referred to and set out in this further statement under the heading 'Proportion of Cost of Disclosable Engagements payable by Buyer'.
4. **First Statement** means the first statement given by the Seller to the Buyer before the Buyer's entry into the Sale Contract in accordance with section 213 of the BCCM Act as varied by further statements (if any) given to the Buyer under section 214 of the BCCM Act before this further statement.
5. **Proposed CMS** means the proposed community management statement contained in this further statement.
6. **Schedule** means the schedule of proposed contributions contained in this further statement which applies for the 12 month period after the Scheme is established.

### SIGNING OF FURTHER STATEMENT BY SELLER

**Date**

**Signed**

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

## Assumptions

In this further 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:

New stage description	Timing for new stage addition	Number of additional lots
Second stage	Between 36 months and 48 months (assumed 48 months) after the Scheme is established	Between 90 and 150 lots

Note: If certain assumptions set out in this further 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 made may become inaccurate and the Seller may issue to the Buyer a 'further statement' under section 214 of the BCCM Act rectifying any inaccuracies.

## Costs of Disclosable Engagements

In this further 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; and
- (d) may be subject to minor rounding differences or errors.

## Proportion of Cost of Disclosable Engagements payable by Buyer

In this further statement, the proportion of the cost to the Body Corporate of any Disclosable Engagements 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 formulas at the following events:

*On establishment of the Scheme:*

$$\text{Proportion to be borne by Buyer} = \frac{CE}{[10,001]}$$

*On changing of the Scheme by the addition of the second stage:*

$$\text{Proportion to be borne by Buyer} = \frac{CE}{[10,001 + \text{Total of contribution schedule lot entitlements for lots in Stage 2 (to be determined)}]}$$

Where:

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

## Particulars of Further Statement

Pursuant to section 214 of the BCCM Act, the Seller states as follows:

### 1. Identification of Proposed Lot

The proposed lot is, subject to the rights of the Developer under the Sale Contract to make Variations, the Lot described on the front page of these Disclosure Documents and shown on the Identification Plan in this further statement.

Note: The Identification Plan reflects the amalgamation of previously proposed lots 30705 and 30706 (to form proposed lot 30705), 30810 and 30811 (to form proposed lot 30810) and 31002 and 31003 (to form proposed lot 31002) and changes having regard to the current stage of construction.

As this statement rectifies inaccuracies in the building format lot particulars, the further statement has been certified as accurate by a cadastral surveyor.

### 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 in this further statement.

Note: The change to the schedule include:

- amended entitlements in line with the changes to the Proposed CMS;
- amended estimates for the administration fund (including in respect of the on-site management agreement in line with the changes to the Caretaking and Letting Agreement) and insurance provision (building); and
- as a result of those changes, changes to the contributions payable by the Buyer.

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 relates and are for a 12 month period. 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 and the Developer will have limited or no control over the Body Corporate in that regard.

### 3. Caretaking and Letting Agreement

Regarding the engagement of a 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:

- (a) the terms of the 25 year engagement are as set out in the proposed Caretaking and Letting Agreement in this further statement;

Note: The changes to the terms of the agreement include:

- an increase in the remuneration payable to the Manager to \$1,553 per lot (exclusive of GST) per year;
- removing proposed duty #26 from Schedule 2 in light of the duty #12 which requires the manager to arrange service contractors for the maintenance of landscaping as required by the Body Corporate, supervision of those contracts and managing access to the scheme for the service contractors; and
- minor change to duty #28 in Schedule 2 as to wash facilities (car and pet washes).

- (b) the estimated cost of the engagement to the Body Corporate is as set out in the table below:

Period	Estimated Cost
Year 1	\$199,637.90
Total Term	\$14,461,633.00

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

**4. BCM Agreement, Utility Billing Agreement and Alarm Agreement**

The terms of the BCM Agreement, Utility Billing Agreement and Alarm Agreement and estimated cost of the engagements to the Body Corporate are unchanged. See disclosure above regarding the proportion of the cost of the engagement to be borne by the Buyer.

**5. Letting Agent**

The terms of the 25 year authorisation are as set out in the proposed Caretaking and Letting Agreement contained in this further statement.

**6. Community Management Statement**

The Proposed CMS (community management statement) for the Scheme is contained in this further statement.

Note: The changes to the proposed community management statement include:

- amendments to Item 4, lot entitlements in Schedule A and lots affected by statutory easements in Schedule D to reflect the changes to the Identification Plan;
- amendments to by-laws 2 and 24.1 in Schedule B;
- updated services location diagram in Schedule D;
- amendments to EU allocations in Schedule E to reflect changes for proposed lots 30705, 30810, 31002, 31201, 31203, 31302 and 31306; and
- updated exclusive use plans in Schedule E reflecting changes having regarding to the stage of construction.

# Identification Plan

(The Identification Plan follows this page)

LandPartners Pty Ltd, cadastral surveyor, certify this plan and the further statement as accurate to the extent they rectify inaccuracies in the building format lot particulars.

*M. White*  
Authorised Delegate  
07/8/2024  
Date

REFERENCE MARKS

STM	TO	ORIGIN	BEARING	DIST

"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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PRELIMINARY STATUS

ALL DIMENSIONS AND AREAS ON THIS PLAN ARE SUBJECT TO SURVEY AND REQUIREMENTS FOR LODGEMENT OF SURVEY PLANS IN THE DEPARTMENT OF NATURAL RESOURCES, MINES AND ENERGY.



0m  
0

25m  
50mm

50m  
100mm

75m  
150mm

State copyright reserved.

**Plan of Lots 30101-30105, 30201-30205, 30301-30311, 30401-30411, 30501-30511, 30601-30611, 30701-30705, 30707-30711, 30801-30810, 30901-30911, 31001, 31002, 31004-31011, 31101-31106, 31201-31206, 31301-31306 and Common Property.**

LOCAL GOVERNMENT: BRISBANE C.C.

Meridian: SP326604

Scale: **1:500**

Format: **BUILDING**

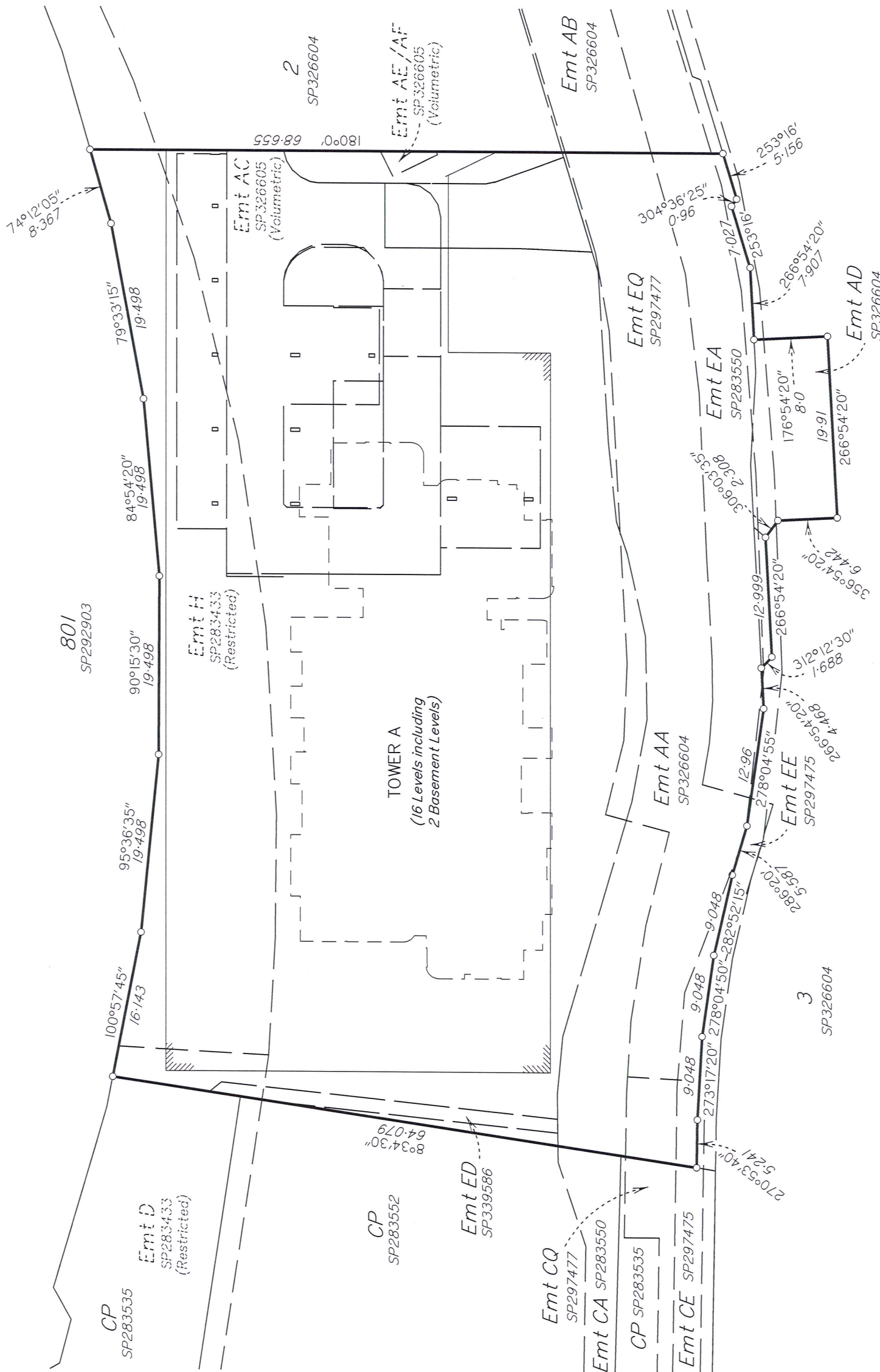
**SP326606**

Cancelling Lot 1 on SP326604

LOCALITY: ASCOT

Survey Records: No

Area of Base Parcel  
7124m<sup>2</sup>



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

(Dealing No.)

4. Lodged by

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

I. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
	Lot I on SP326604	30101-30105, 30201-30205, 30301-30311, 30401-30411, 30501-30511, 30601-30611, 30701-30705, 30707-30711, 30801-30810, 30901-30911, 31001, 31002, 31004-31011, 31101-31106, 31201-31206, 31301-31306 & CP	-	-

BENEFIT EASEMENT ALLOCATION

Easement	Lots Fully Benefited	Lots Partially Benefited
717784546 (Emt A on SP283481)	30101-30105, 30201-30205, 30301-30311, 30401-30411, 30501-30511, 30601-30611, 30701-30705, 30707-30711, 30801-30810, 30901-30911, 31001, 31002, 31004-31011, 31101-31106, 31201-31206, 31301-31306 & CP	
718746631 (Emt BA on SP283550)	30101-30105, 30201-30205, 30301-30311, 30401-30411, 30501-30511, 30601-30611, 30701-30705, 30707-30711, 30801-30810, 30901-30911, 31001, 31002, 31004-31011, 31101-31106, 31201-31206, 31301-31306 & CP	
718746634 (Emt CA on SP283550)	30101-30105, 30201-30205, 30301-30311, 30401-30411, 30501-30511, 30601-30611, 30701-30705, 30707-30711, 30801-30810, 30901-30911, 31001, 31002, 31004-31011, 31101-31106, 31201-31206, 31301-31306 & CP	
718746637 (Emt FA on SP283550)	30101-30105, 30201-30205, 30301-30311, 30401-30411, 30501-30511, 30601-30611, 30701-30705, 30707-30711, 30801-30810, 30901-30911, 31001, 31002, 31004-31011, 31101-31106, 31201-31206, 31301-31306 & CP	
718746639 (Emt GA on SP283550)	30101-30105, 30201-30205, 30301-30311, 30401-30411, 30501-30511, 30601-30611, 30701-30705, 30707-30711, 30801-30810, 30901-30911, 31001, 31002, 31004-31011, 31101-31106, 31201-31206, 31301-31306 & CP	
(Emt AB on SP326604)	30101-30105, 30201-30205, 30301-30311, 30401-30411, 30501-30511, 30601-30611, 30701-30705, 30707-30711, 30801-30810, 30901-30911, 31001, 31002, 31004-31011, 31101-31106, 31201-31206, 31301-31306 & CP	

ENCUMBRANCE EASEMENT ALLOCATION

Easement	Lots To Be Encumbered
716946127 (Emt D (restricted) on SP283433)	CP
716946210 (Emt H (restricted) on SP283433)	CP
718659335 (Emts CE & EE on SP297475)	CP
718659426 (Emt CQ on SP297477)	CP
718746636 (Emt EA on SP283550)	CP
(Emt EQ on SP297477)	CP
(Emt AA on SP326604)	CP
(Emt AD on SP326604)	CP
(Emt AC on SP236605)	CP
(Emt AE on SP236605)	CP
(Emt AF on SP236605)	CP
723074863 (Emt ED on SP339586)	CP

ADMINISTRATIVE ADVICE ALLOCATION

Administrative Advice	Lots to be Encumbered
704373564	30101-30104, 30201-30205, 30301-30311, 30401-30411, 30501-30511, 30601-30611, 30701-30705, 30707-30711, 30801-30810, 30901-30911, 31001, 31002, 31004-31011, 31101-31106, 31201-31206, 31301-31306 & CP

6. Building Format Plans only.

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

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

7. Lodgement Fees :

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

8. Insert Plan Number  
SP326606

30101-30105, 30201-30205, 30301-30311, 30401-30411, 30501-30511, 30601-30611, 30701-30705, 30707-30711, 30801-30810, 30901-30911, 31001, 31002, 31004-31011, 31101-31106, 31201-31206, 31301-31306 & CP

ALLOT I6 POR 2

Lots

Orig

2. Orig Grant Allocation :

3. References :

Dept File :  
Local Govt :  
Surveyor : BRMM6892.000

5. Passed & Endorsed :

By : LandPartners Pty Ltd  
Date :  
Signed :  
Designation : Liaison Officer



LEVEL A  
(BASEMENT 2)

801  
SP292903

CP  
SP283535

CP  
SP283552

COMMON PROPERTY

Emt AC  
SP326605  
(Volumetric)

2  
SP326604

Emt AF  
SP326605  
(Volumetric)

COMMON PROPERTY

Emt AB  
SP326604

Emt EA  
SP283550

Emt EQ  
SP297477

Emt AA  
SP326604

Emt CQ  
SP297477

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Insert  
Plan  
Number

SP326606

SCALE 1: 300

0m 15m 30m 45m  
0 50mm 100mm 150mm



**LEVEL B**  
(BASEMENT 1)

801  
SP292903

CP  
SP283535

CP  
SP283552

COMMON PROPERTY

Emt AC  
SP326605  
(Volumetric)

2  
SP326604

Emt AE  
SP326605  
(Volumetric)

COMMON PROPERTY

Emt AB  
SP326604

Emt EA  
SP283550

Emt EQ  
SP297477

Emt AA  
SP326604

Emt CQ  
SP297477

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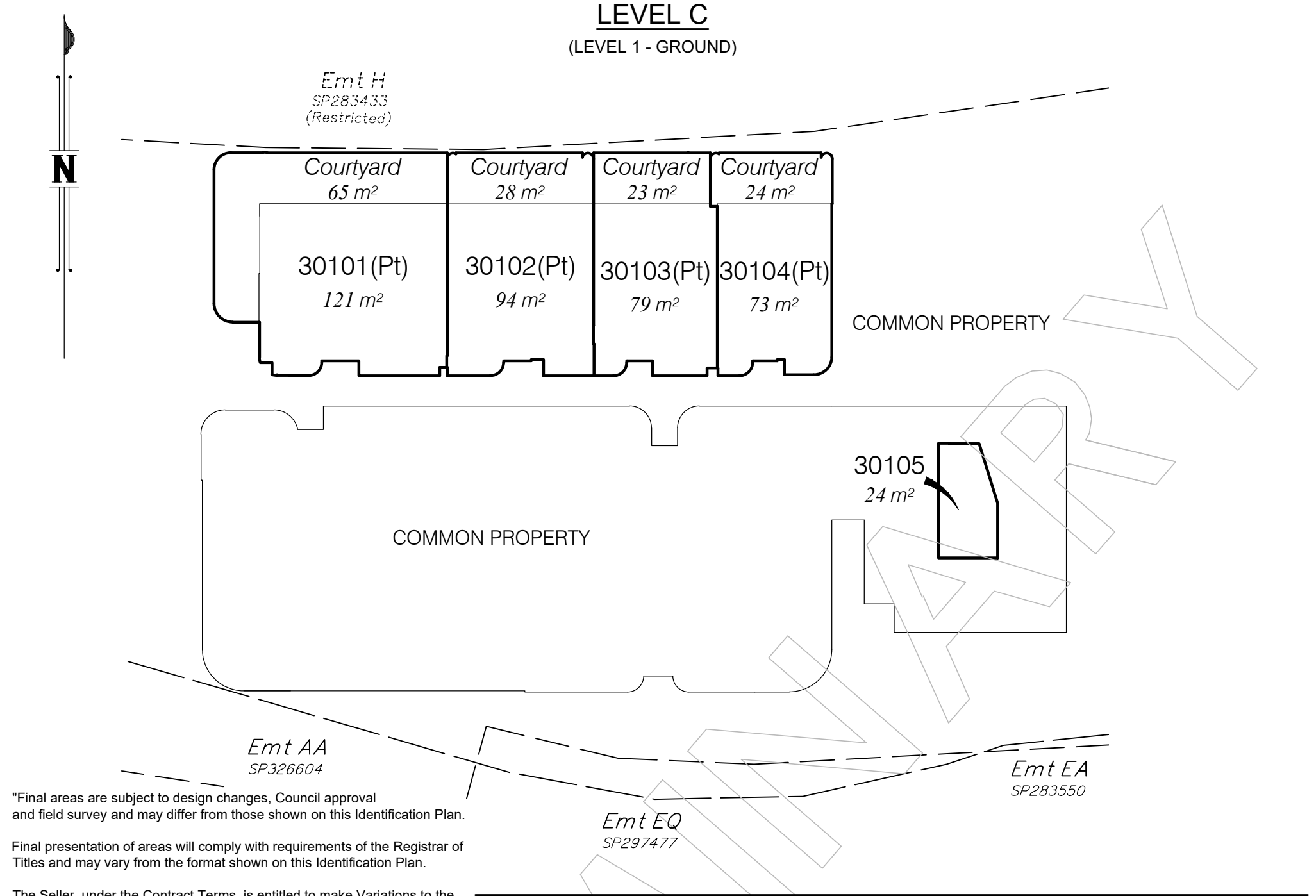
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SCALE 1: 300

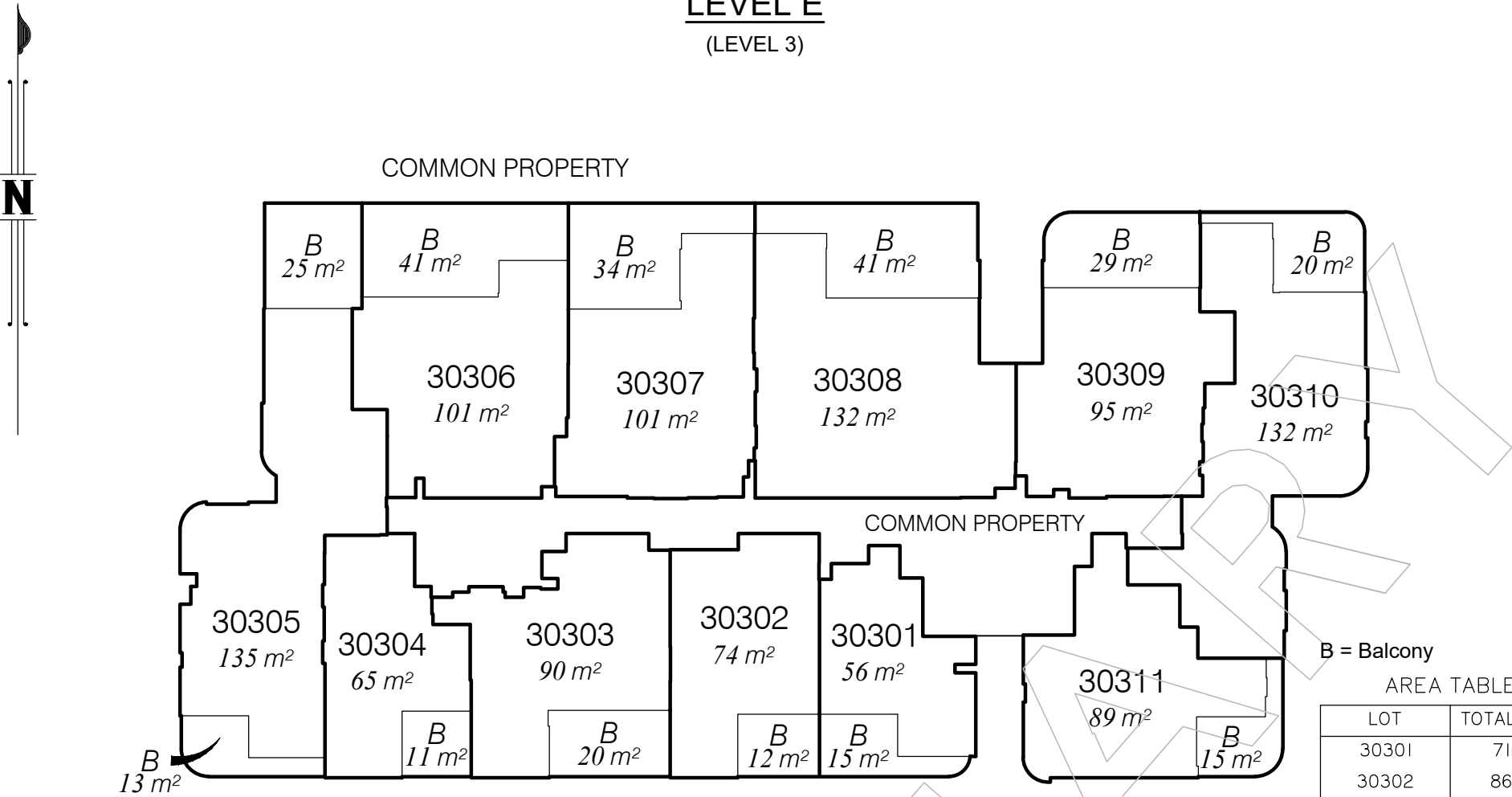
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Plan  
Number

SP326606



LEVEL E  
(LEVEL 3)

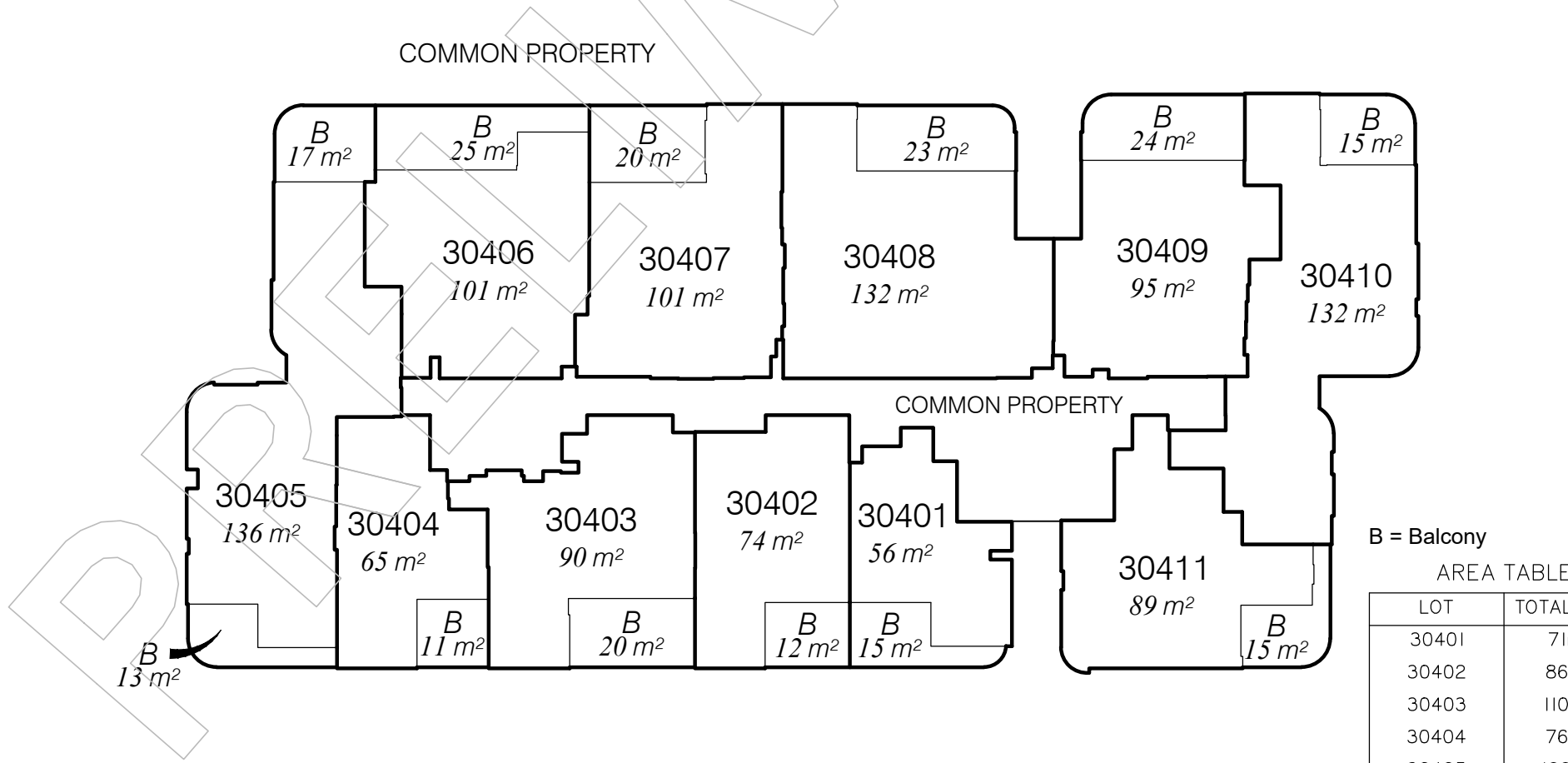


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LEVEL F  
(LEVEL 4)



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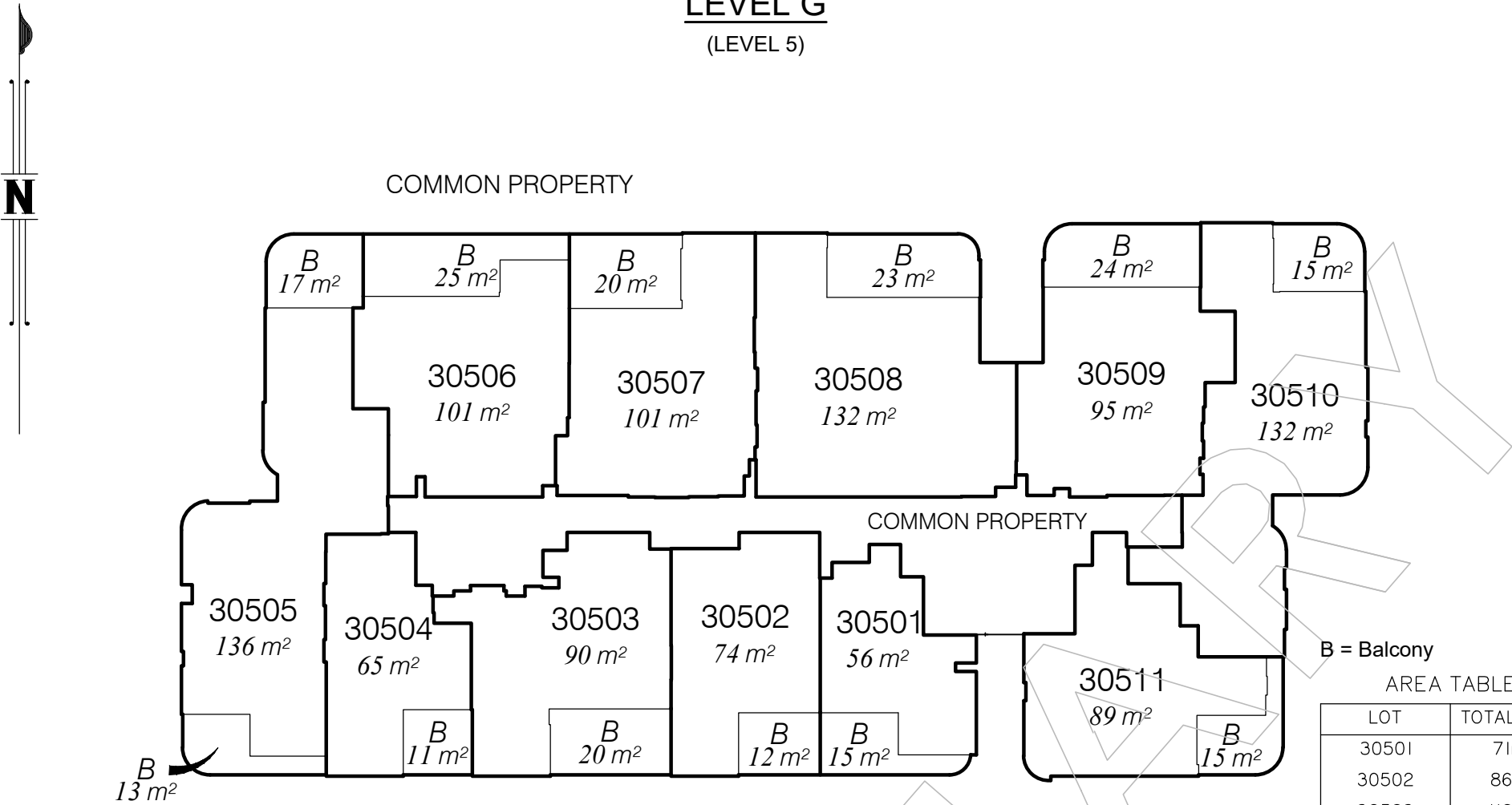
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**SP326606**



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LEVEL G  
(LEVEL 5)

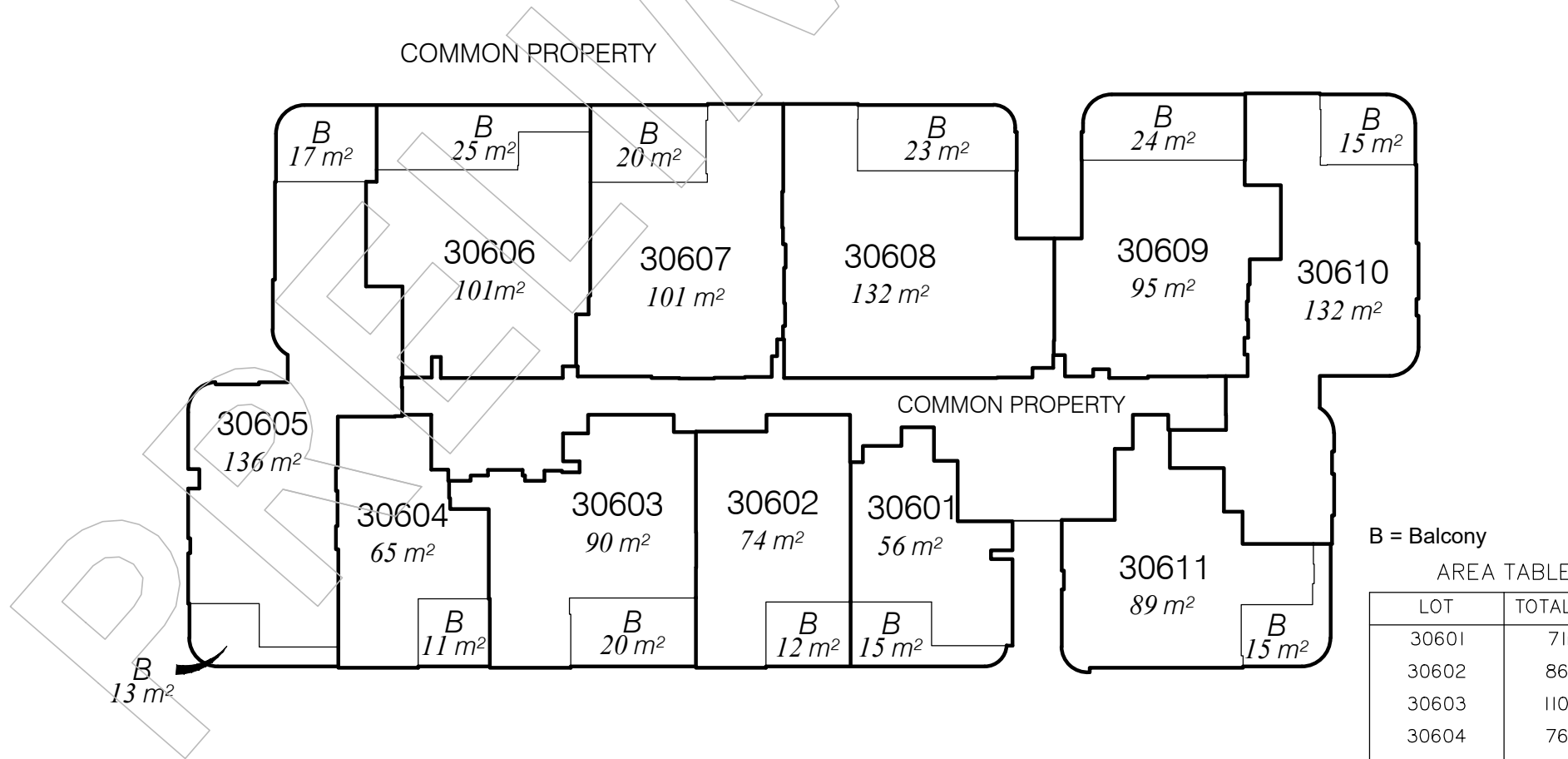


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LEVEL H  
(LEVEL 6)



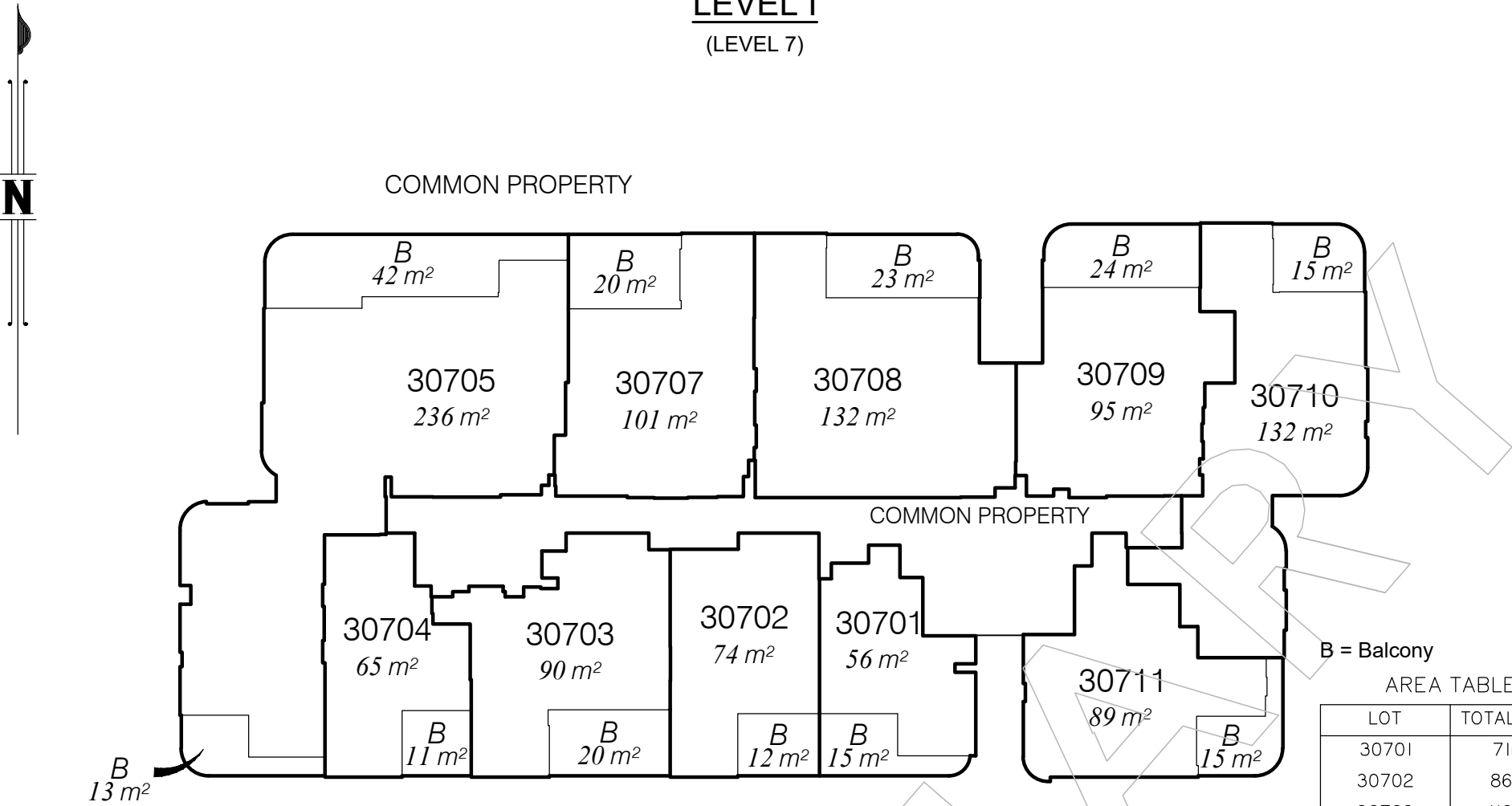
SCALE 1: 300

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Insert Plan Number  
**SP326606**



LEVEL I  
(LEVEL 7)



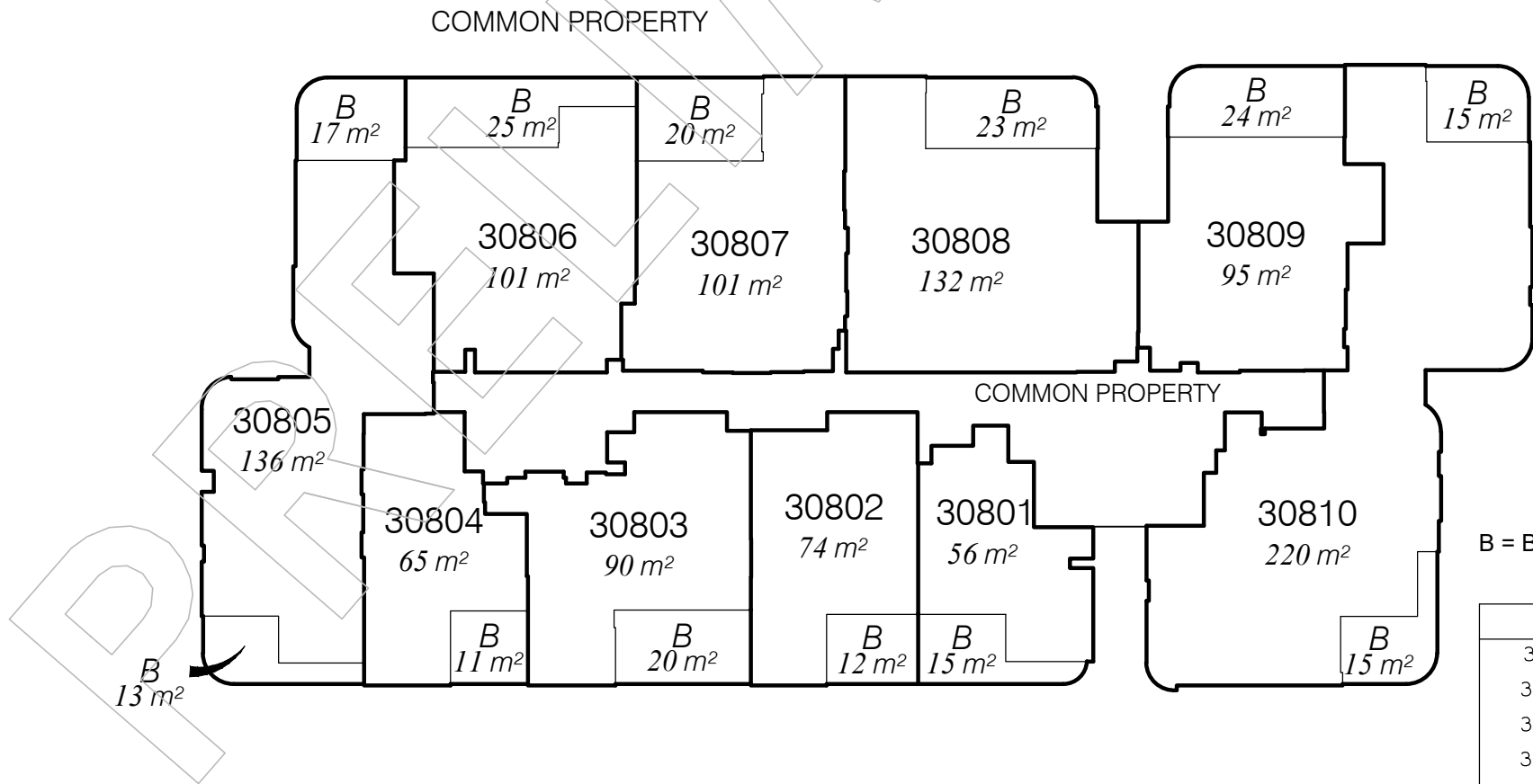
AREA TABLE	
LOT	TOTAL AREA
30701	71m <sup>2</sup>
30702	86m <sup>2</sup>
30703	110m <sup>2</sup>
30704	76m <sup>2</sup>
30705	291m <sup>2</sup>
30707	121m <sup>2</sup>
30708	155m <sup>2</sup>
30709	119m <sup>2</sup>
30710	147m <sup>2</sup>
30711	104m <sup>2</sup>

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LEVEL J  
(LEVEL 8)

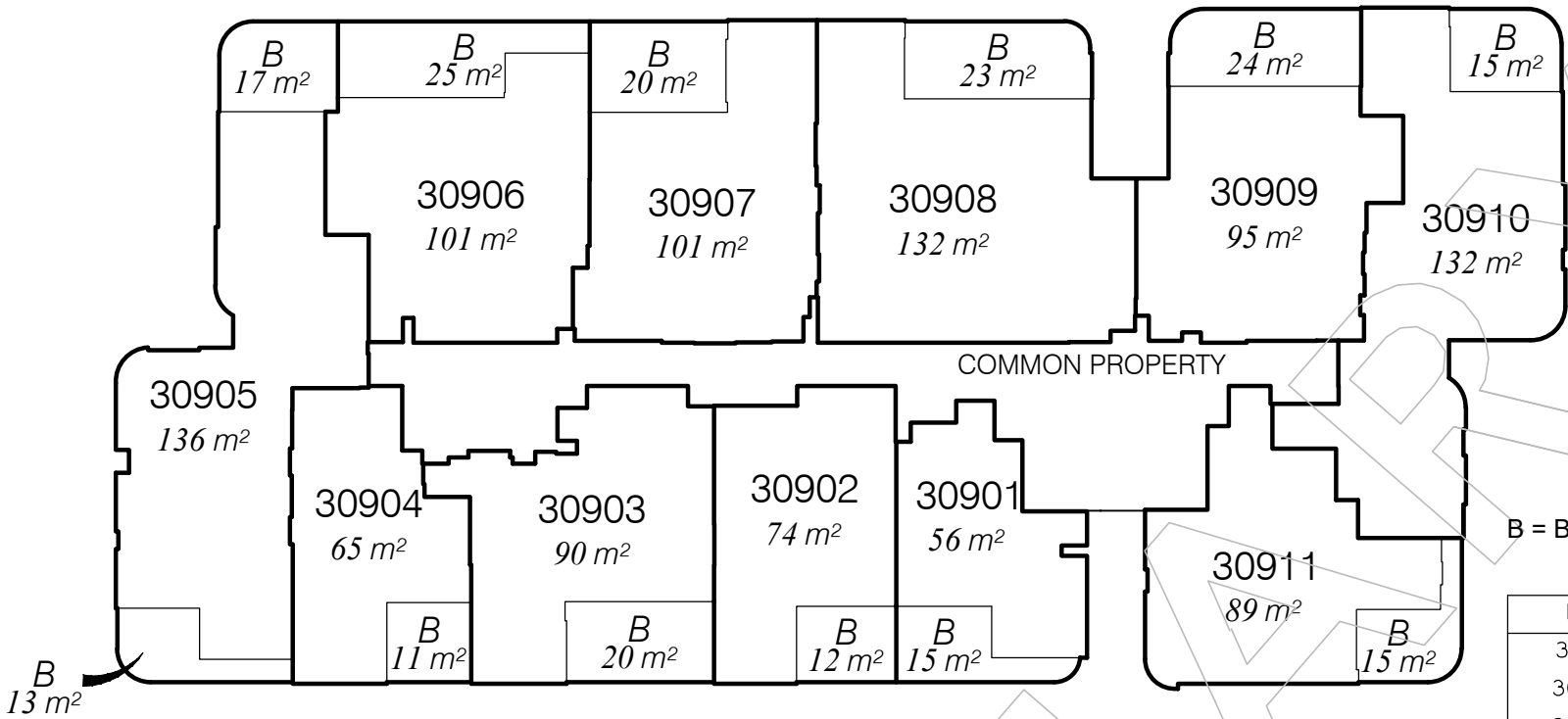


AREA TABLE	
LOT	TOTAL AREA
30801	71m <sup>2</sup>
30802	86m <sup>2</sup>
30803	110m <sup>2</sup>
30804	76m <sup>2</sup>
30805	166m <sup>2</sup>
30806	126m <sup>2</sup>
30807	121m <sup>2</sup>
30808	155m <sup>2</sup>
30809	119m <sup>2</sup>
30810	250m <sup>2</sup>

LEVEL K  
(LEVEL 9)



COMMON PROPERTY



B = Balcony

AREA TABLE

LOT	TOTAL AREA
30901	71m <sup>2</sup>
30902	86m <sup>2</sup>
30903	110m <sup>2</sup>
30904	76m <sup>2</sup>
30905	166m <sup>2</sup>
30906	126m <sup>2</sup>
30907	121m <sup>2</sup>
30908	155m <sup>2</sup>
30909	119m <sup>2</sup>
30910	147m <sup>2</sup>
30911	104m <sup>2</sup>

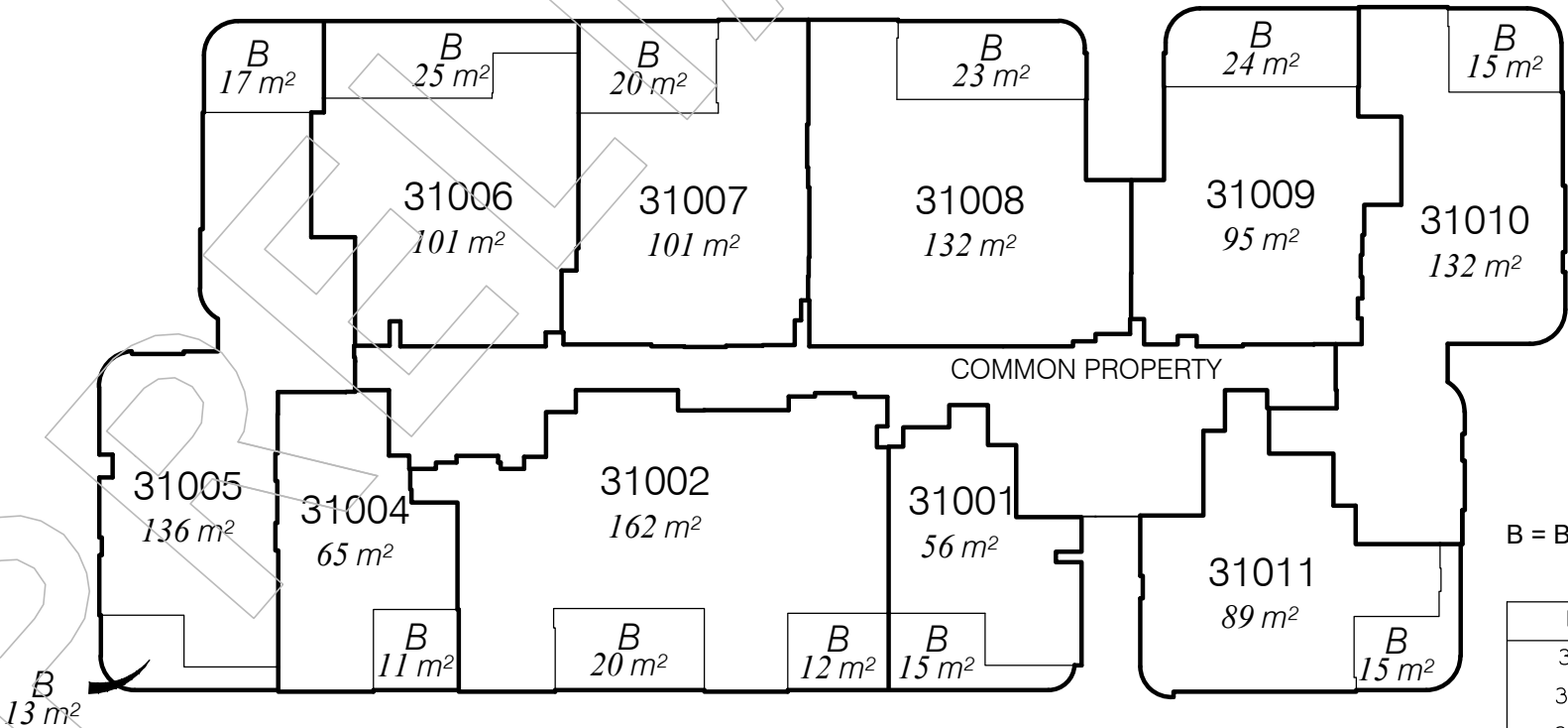
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LEVEL L  
(LEVEL 10)

COMMON PROPERTY



B = Balcony

AREA TABLE

LOT	TOTAL AREA
31001	71m <sup>2</sup>
31002	194m <sup>2</sup>
31004	76m <sup>2</sup>
31005	166m <sup>2</sup>
31006	126m <sup>2</sup>
31007	121m <sup>2</sup>
31008	155m <sup>2</sup>
31009	119m <sup>2</sup>
31010	147m <sup>2</sup>
31011	104m <sup>2</sup>

SCALE 1: 300

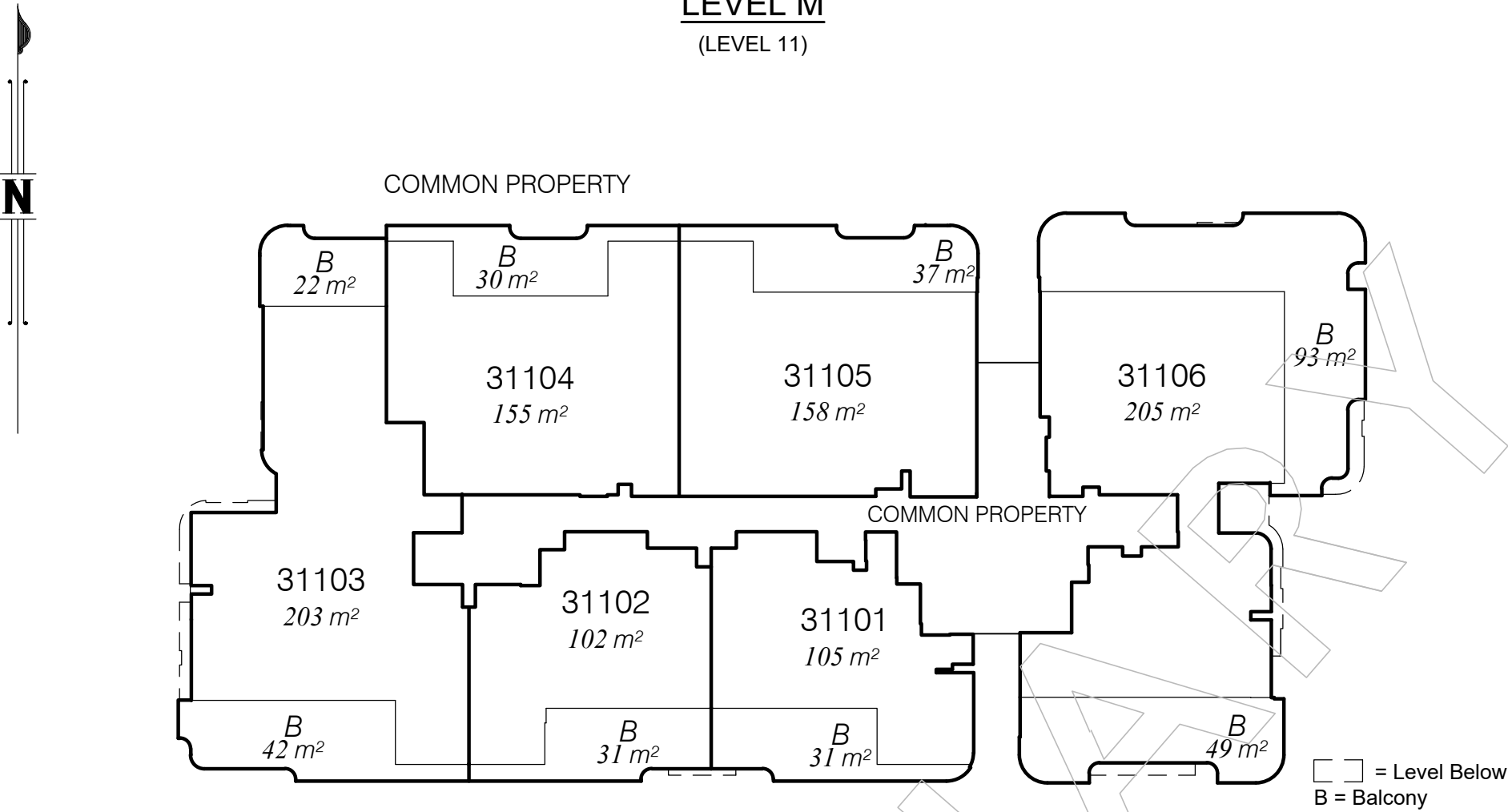
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Insert  
Plan  
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SP326606



LEVEL M  
(LEVEL 11)



[ ] = Level Below  
B = Balcony

AREA TABLE

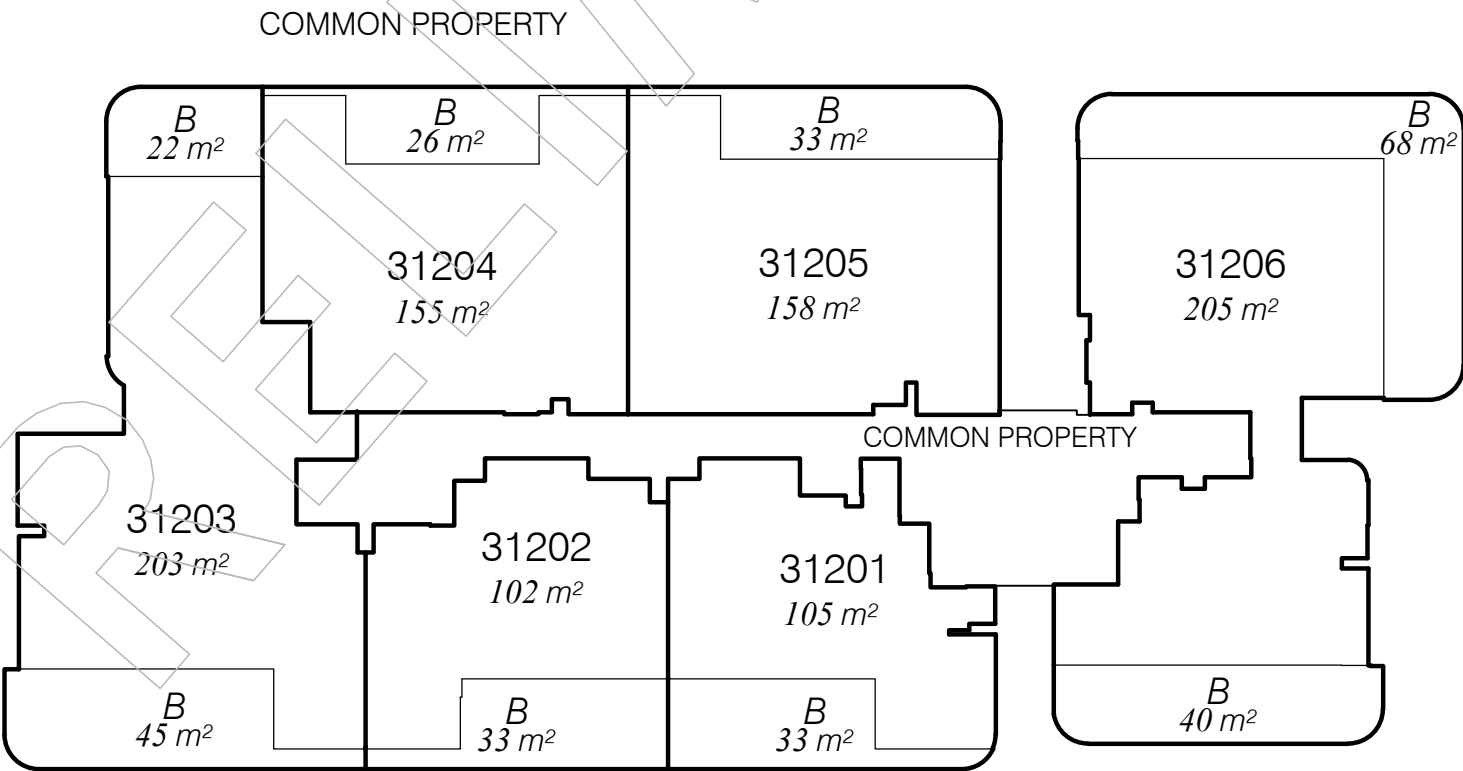
LOT	TOTAL AREA
31101	136m <sup>2</sup>
31102	133m <sup>2</sup>
31103	267m <sup>2</sup>
31104	185m <sup>2</sup>
31105	195m <sup>2</sup>
31106	347m <sup>2</sup>

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LEVEL N  
(LEVEL 12)



B = Balcony

AREA TABLE

LOT	TOTAL AREA
31201	138m <sup>2</sup>
31202	135m <sup>2</sup>
31203	270m <sup>2</sup>
31204	181m <sup>2</sup>
31205	191m <sup>2</sup>
31206	313m <sup>2</sup>

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SCALE 1: 300



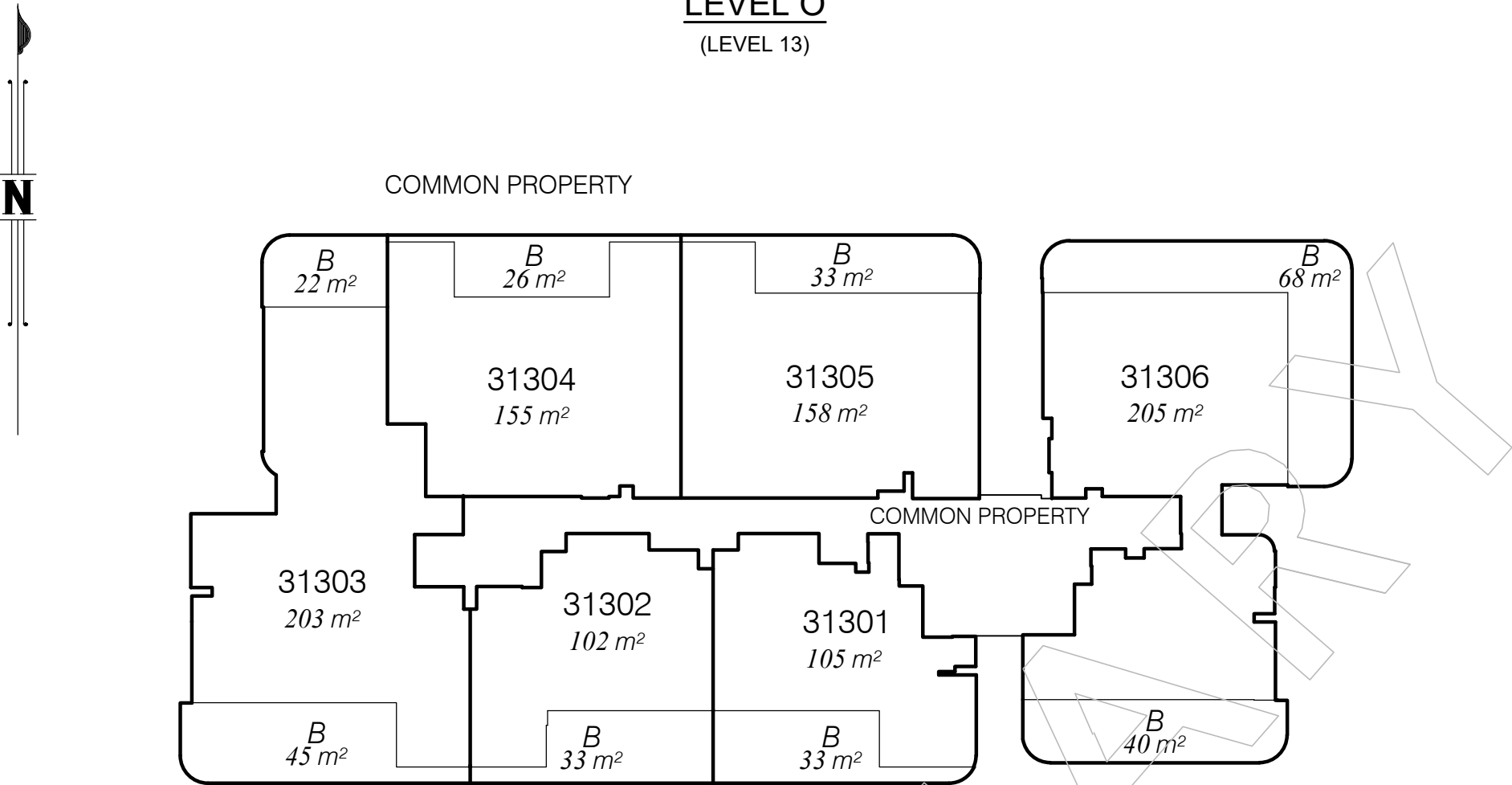
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Plan  
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SP326606

BRMM6892\_000\_217\_6 SP326606



LEVEL O  
(LEVEL 13)



B = Balcony

AREA TABLE

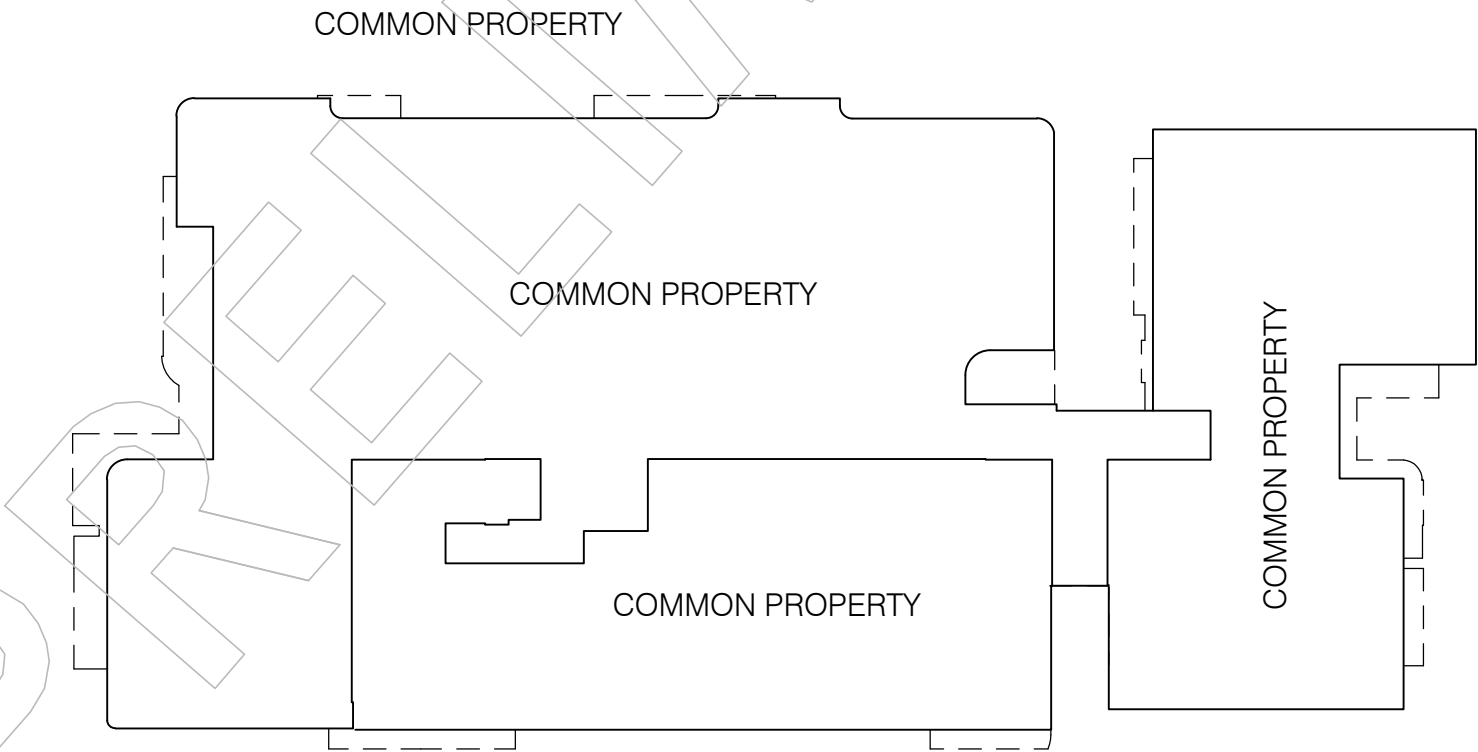
LOT	TOTAL AREA
31301	138m <sup>2</sup>
31302	135m <sup>2</sup>
31303	270m <sup>2</sup>
31304	181m <sup>2</sup>
31305	191m <sup>2</sup>
31306	313m <sup>2</sup>

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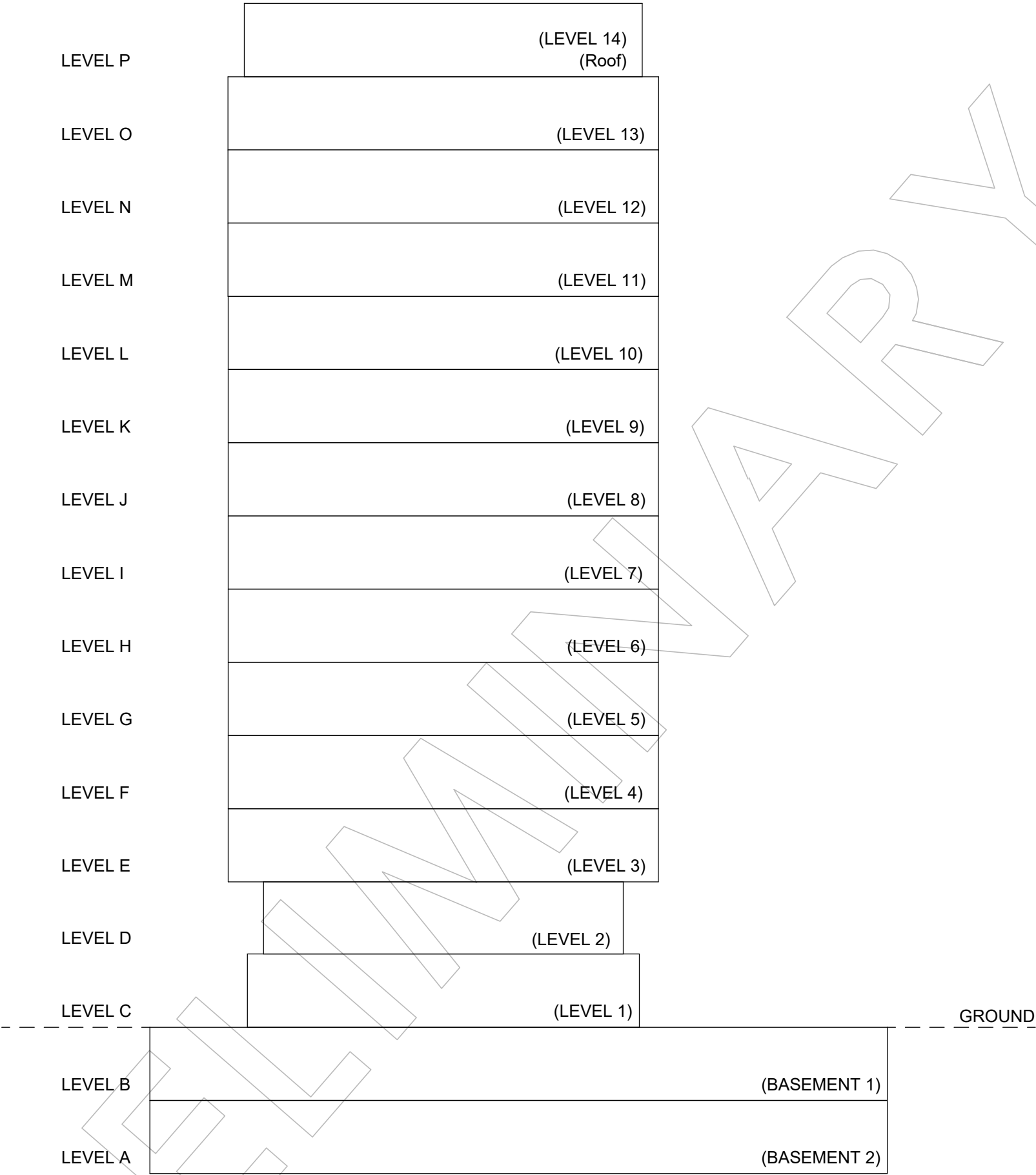
Final presentation of areas will comply with requirements of the Registrar of Titles and may vary from the format shown on this Identification Plan.

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."

LEVEL P  
(LEVEL 14 - ROOF)



[ ] = Level Below



**LATERAL ASPECT VIEW**

Not to Scale  
(As viewed from the south)

"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."

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Insert Plan Number	<b>SP326606</b>
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# Schedule of proposed contributions

(follows this page)

# Charlton House and O'Connell House

## Mirvac

### Schedule of Proposed Contributions

Total Number of Lots	113
Total Contribution Schedule Lot Entitlement:	10,001
Total Interest Schedule Lot Entitlement:	9,996
Administration fund (without insurance reimbursement (building)) per contribution schedule lot entitlement	\$ 50.63
Sinking fund per contribution schedule lot entitlement	\$ 12.10
Insurance Provision (Building) per interest schedule lot entitlement	\$ 8.81

BODY CORPORATE LEVY INFORMATION											
Lot Number	Contribution Schedule Lot Entitlements "CSLE"	Interest Schedule Lot Entitlements "ISLE"	A Administration Fund Inc GST by CSLE	B Sinking Fund Inc GST by CSLE	C Insurance Provision (Building) Inc GST by ISLE	(A + B + C) Total Annual Contribution Inc GST	Included in A Alarm Agreement Inc GST by CSLE	Included in A Body Corporate Manager Inc GST by CSLE	Included in A Onsite Management Agreement Inc GST	Included in A Billing Agent Services Agreement Inc GST	Total Weekly Contribution Inc GST
30101	113	219	\$5,721.28	\$1,367.16	\$1,930.38	\$9,018.82	\$42.26	\$341.42	\$2,255.68	\$1.48	\$173.44
30102	101	167	\$5,113.71	\$1,221.98	\$1,472.03	\$7,807.71	\$37.77	\$305.16	\$2,016.14	\$1.32	\$150.15
30103	96	150	\$4,860.56	\$1,161.48	\$1,322.18	\$7,344.22	\$35.90	\$290.05	\$1,916.33	\$1.26	\$141.23
30104	95	141	\$4,809.93	\$1,149.39	\$1,242.85	\$7,202.16	\$35.53	\$287.03	\$1,896.37	\$1.24	\$138.50
30105	75	27	\$3,797.31	\$907.41	\$237.99	\$4,942.71	\$28.05	\$226.60	\$1,497.13	\$0.98	\$95.05
30201	83	38	\$4,202.36	\$1,004.20	\$334.95	\$5,541.51	\$31.04	\$250.78	\$1,656.83	\$1.09	\$106.57
30202	85	44	\$4,303.62	\$1,028.40	\$387.84	\$5,719.85	\$31.79	\$256.82	\$1,696.75	\$1.11	\$110.00
30203	88	58	\$4,455.51	\$1,064.69	\$511.24	\$6,031.45	\$32.91	\$265.88	\$1,756.64	\$1.15	\$115.99
30204	83	40	\$4,202.36	\$1,004.20	\$352.58	\$5,559.14	\$31.04	\$250.78	\$1,656.83	\$1.09	\$106.91
30205	84	39	\$4,252.99	\$1,016.30	\$343.77	\$5,613.05	\$31.41	\$253.80	\$1,676.79	\$1.10	\$107.94
30301	80	37	\$4,050.46	\$967.90	\$326.14	\$5,344.50	\$29.92	\$241.71	\$1,596.94	\$1.05	\$102.78
30302	82	45	\$4,151.73	\$992.10	\$396.65	\$5,540.48	\$30.66	\$247.75	\$1,636.87	\$1.07	\$106.55
30303	85	57	\$4,303.62	\$1,028.40	\$502.43	\$5,834.44	\$31.79	\$256.82	\$1,696.75	\$1.11	\$112.20
30304	81	39	\$4,101.09	\$980.00	\$343.77	\$5,424.86	\$30.29	\$244.73	\$1,616.91	\$1.06	\$104.32
30305	93	110	\$4,708.66	\$1,125.19	\$969.60	\$6,803.45	\$34.78	\$280.99	\$1,856.45	\$1.22	\$130.84
30306	89	75	\$4,506.14	\$1,076.79	\$661.09	\$6,244.02	\$33.28	\$268.90	\$1,776.60	\$1.16	\$120.08
30307	88	73	\$4,455.51	\$1,064.69	\$643.46	\$6,163.66	\$32.91	\$265.88	\$1,756.64	\$1.15	\$118.53
30308	93	109	\$4,708.66	\$1,125.19	\$960.78	\$6,794.64	\$34.78	\$280.99	\$1,856.45	\$1.22	\$130.67
30309	87	70	\$4,404.88	\$1,052.59	\$617.02	\$6,074.49	\$32.53	\$262.86	\$1,736.68	\$1.14	\$116.82
30310	90	107	\$4,556.77	\$1,088.89	\$943.15	\$6,588.82	\$33.66	\$271.93	\$1,796.56	\$1.18	\$126.71
30311	84	47	\$4,252.99	\$1,016.30	\$414.28	\$5,683.57	\$31.41	\$253.80	\$1,676.79	\$1.10	\$109.30
30401	80	38	\$4,050.46	\$967.90	\$334.95	\$5,353.32	\$29.92	\$241.71	\$1,596.94	\$1.05	\$102.95
30402	82	45	\$4,151.73	\$992.10	\$396.65	\$5,540.48	\$30.66	\$247.75	\$1,636.87	\$1.07	\$106.55
30403	85	57	\$4,303.62	\$1,028.40	\$502.43	\$5,834.44	\$31.79	\$256.82	\$1,696.75	\$1.11	\$112.20
30404	81	39	\$4,101.09	\$980.00	\$343.77	\$5,424.86	\$30.29	\$244.73	\$1,616.91	\$1.06	\$104.32
30405	92	110	\$4,658.03	\$1,113.09	\$969.60	\$6,740.72	\$34.40	\$277.97	\$1,836.49	\$1.20	\$129.63
30406	87	76	\$4,404.88	\$1,052.59	\$669.90	\$6,127.38	\$32.53	\$262.86	\$1,736.68	\$1.14	\$117.83
30407	87	73	\$4,404.88	\$1,052.59	\$643.46	\$6,100.93	\$32.53	\$262.86	\$1,736.68	\$1.14	\$117.33
30408	91	108	\$4,607.40	\$1,100.99	\$951.97	\$6,660.36	\$34.03	\$274.95	\$1,816.52	\$1.19	\$128.08

Lot Number	Contribution Schedule Lot Entitlements "CSLE"	Interest Schedule Lot Entitlements "ISLE"	Administration Fund Inc GST by CSLE	Sinking Fund Inc GST by CSLE	Insurance Provision (Building) Inc GST by ISLE	Total Annual Contribution Inc GST	Alarm Agreement Inc GST by CSLE	Body Corporate Manager Inc GST by CSLE	Onsite Management Agreement Inc GST	Billing Agent Services Agreement Inc GST	Total Weekly Contribution Inc GST
30409	86	71	\$4,354.25	\$1,040.50	\$625.83	<b>\$6,020.58</b>	\$32.16	\$259.84	\$1,716.71	\$1.13	\$115.78
30410	90	108	\$4,556.77	\$1,088.89	\$951.97	<b>\$6,597.63</b>	\$33.66	\$271.93	\$1,796.56	\$1.18	\$126.88
30411	84	48	\$4,252.99	\$1,016.30	\$423.10	<b>\$5,692.38</b>	\$31.41	\$253.80	\$1,676.79	\$1.10	\$109.47
30501	80	38	\$4,050.46	\$967.90	\$334.95	<b>\$5,353.32</b>	\$29.92	\$241.71	\$1,596.94	\$1.05	\$102.95
30502	82	45	\$4,151.73	\$992.10	\$396.65	<b>\$5,540.48</b>	\$30.66	\$247.75	\$1,636.87	\$1.07	\$106.55
30503	85	58	\$4,303.62	\$1,028.40	\$511.24	<b>\$5,843.26</b>	\$31.79	\$256.82	\$1,696.75	\$1.11	\$112.37
30504	81	40	\$4,101.09	\$980.00	\$352.58	<b>\$5,433.68</b>	\$30.29	\$244.73	\$1,616.91	\$1.06	\$104.49
30505	92	112	\$4,658.03	\$1,113.09	\$987.23	<b>\$6,758.35</b>	\$34.40	\$277.97	\$1,836.49	\$1.20	\$129.97
30506	87	77	\$4,404.88	\$1,052.59	\$678.72	<b>\$6,136.19</b>	\$32.53	\$262.86	\$1,736.68	\$1.14	\$118.00
30507	87	74	\$4,404.88	\$1,052.59	\$652.27	<b>\$6,109.75</b>	\$32.53	\$262.86	\$1,736.68	\$1.14	\$117.50
30508	91	109	\$4,607.40	\$1,100.99	\$960.78	<b>\$6,669.18</b>	\$34.03	\$274.95	\$1,816.52	\$1.19	\$128.25
30509	86	72	\$4,354.25	\$1,040.50	\$634.65	<b>\$6,029.39</b>	\$32.16	\$259.84	\$1,716.71	\$1.13	\$115.95
30510	90	109	\$4,556.77	\$1,088.89	\$960.78	<b>\$6,606.45</b>	\$33.66	\$271.93	\$1,796.56	\$1.18	\$127.05
30511	84	49	\$4,252.99	\$1,016.30	\$431.91	<b>\$5,701.20</b>	\$31.41	\$253.80	\$1,676.79	\$1.10	\$109.64
30601	80	38	\$4,050.46	\$967.90	\$334.95	<b>\$5,353.32</b>	\$29.92	\$241.71	\$1,596.94	\$1.05	\$102.95
30602	82	46	\$4,151.73	\$992.10	\$405.47	<b>\$5,549.29</b>	\$30.66	\$247.75	\$1,636.87	\$1.07	\$106.72
30603	85	59	\$4,303.62	\$1,028.40	\$520.06	<b>\$5,852.07</b>	\$31.79	\$256.82	\$1,696.75	\$1.11	\$112.54
30604	81	40	\$4,101.09	\$980.00	\$352.58	<b>\$5,433.68</b>	\$30.29	\$244.73	\$1,616.91	\$1.06	\$104.49
30605	92	114	\$4,658.03	\$1,113.09	\$1,004.86	<b>\$6,775.98</b>	\$34.40	\$277.97	\$1,836.49	\$1.20	\$130.31
30606	87	79	\$4,404.88	\$1,052.59	\$696.35	<b>\$6,153.82</b>	\$32.53	\$262.86	\$1,736.68	\$1.14	\$118.34
30607	87	75	\$4,404.88	\$1,052.59	\$661.09	<b>\$6,118.56</b>	\$32.53	\$262.86	\$1,736.68	\$1.14	\$117.66
30608	91	111	\$4,607.40	\$1,100.99	\$978.41	<b>\$6,686.81</b>	\$34.03	\$274.95	\$1,816.52	\$1.19	\$128.59
30609	86	74	\$4,354.25	\$1,040.50	\$652.27	<b>\$6,047.02</b>	\$32.16	\$259.84	\$1,716.71	\$1.13	\$116.29
30610	90	111	\$4,556.77	\$1,088.89	\$978.41	<b>\$6,624.08</b>	\$33.66	\$271.93	\$1,796.56	\$1.18	\$127.39
30611	84	49	\$4,252.99	\$1,016.30	\$431.91	<b>\$5,701.20</b>	\$31.41	\$253.80	\$1,676.79	\$1.10	\$109.64
30701	80	39	\$4,050.46	\$967.90	\$343.77	<b>\$5,362.13</b>	\$29.92	\$241.71	\$1,596.94	\$1.05	\$103.12
30702	82	46	\$4,151.73	\$992.10	\$405.47	<b>\$5,549.29</b>	\$30.66	\$247.75	\$1,636.87	\$1.07	\$106.72
30703	85	59	\$4,303.62	\$1,028.40	\$520.06	<b>\$5,852.07</b>	\$31.79	\$256.82	\$1,696.75	\$1.11	\$112.54
30704	81	40	\$4,101.09	\$980.00	\$352.58	<b>\$5,433.68</b>	\$30.29	\$244.73	\$1,616.91	\$1.06	\$104.49
30705	108	196	\$5,468.13	\$1,306.67	\$1,727.65	<b>\$8,502.44</b>	\$40.39	\$326.31	\$2,155.87	\$1.41	\$163.51
30707	87	77	\$4,404.88	\$1,052.59	\$678.72	<b>\$6,136.19</b>	\$32.53	\$262.86	\$1,736.68	\$1.14	\$118.00
30708	91	112	\$4,607.40	\$1,100.99	\$987.23	<b>\$6,695.62</b>	\$34.03	\$274.95	\$1,816.52	\$1.19	\$128.76
30709	86	75	\$4,354.25	\$1,040.50	\$661.09	<b>\$6,055.83</b>	\$32.16	\$259.84	\$1,716.71	\$1.13	\$116.46
30710	90	112	\$4,556.77	\$1,088.89	\$987.23	<b>\$6,632.89</b>	\$33.66	\$271.93	\$1,796.56	\$1.18	\$127.56
30711	84	50	\$4,252.99	\$1,016.30	\$440.73	<b>\$5,710.01</b>	\$31.41	\$253.80	\$1,676.79	\$1.10	\$109.81
30801	80	40	\$4,050.46	\$967.90	\$352.58	<b>\$5,370.95</b>	\$29.92	\$241.71	\$1,596.94	\$1.05	\$103.29
30802	82	47	\$4,151.73	\$992.10	\$414.28	<b>\$5,558.11</b>	\$30.66	\$247.75	\$1,636.87	\$1.07	\$106.89
30803	85	60	\$4,303.62	\$1,028.40	\$528.87	<b>\$5,860.89</b>	\$31.79	\$256.82	\$1,696.75	\$1.11	\$112.71
30804	81	41	\$4,101.09	\$980.00	\$361.40	<b>\$5,442.49</b>	\$30.29	\$244.73	\$1,616.91	\$1.06	\$104.66
30805	92	119	\$4,658.03	\$1,113.09	\$1,048.93	<b>\$6,820.05</b>	\$34.40	\$277.97	\$1,836.49	\$1.20	\$131.15
30806	87	82	\$4,404.88	\$1,052.59	\$722.79	<b>\$6,180.27</b>	\$32.53	\$262.86	\$1,736.68	\$1.14	\$118.85
30807	87	78	\$4,404.88	\$1,052.59	\$687.53	<b>\$6,145.01</b>	\$32.53	\$262.86	\$1,736.68	\$1.14	\$118.17
30808	91	114	\$4,607.40	\$1,100.99	\$1,004.86	<b>\$6,713.25</b>	\$34.03	\$274.95	\$1,816.52	\$1.19	\$129.10
30809	86	76	\$4,354.25	\$1,040.50	\$669.90	<b>\$6,064.65</b>	\$32.16	\$259.84	\$1,716.71	\$1.13	\$116.63

Lot Number	Contribution Schedule Lot Entitlements "CSLE"	Interest Schedule Lot Entitlements "ISLE"	Administration Fund Inc GST by CSLE	Sinking Fund Inc GST by CSLE	Insurance Provision (Building) Inc GST by ISLE	Total Annual Contribution Inc GST	Alarm Agreement Inc GST by CSLE	Body Corporate Manager Inc GST by CSLE	Onsite Management Agreement Inc GST	Billing Agent Services Agreement Inc GST	Total Weekly Contribution Inc GST
30810	103	165	\$5,214.97	\$1,246.18	\$1,454.40	\$7,915.54	\$38.52	\$311.20	\$2,056.06	\$1.35	\$152.22
30901	80	40	\$4,050.46	\$967.90	\$352.58	\$5,370.95	\$29.92	\$241.71	\$1,596.94	\$1.05	\$103.29
30902	82	48	\$4,151.73	\$992.10	\$423.10	\$5,566.92	\$30.66	\$247.75	\$1,636.87	\$1.07	\$107.06
30903	85	61	\$4,303.62	\$1,028.40	\$537.69	\$5,869.70	\$31.79	\$256.82	\$1,696.75	\$1.11	\$112.88
30904	81	42	\$4,101.09	\$980.00	\$370.21	\$5,451.31	\$30.29	\$244.73	\$1,616.91	\$1.06	\$104.83
30905	92	122	\$4,658.03	\$1,113.09	\$1,075.37	\$6,846.49	\$34.40	\$277.97	\$1,836.49	\$1.20	\$131.66
30906	87	83	\$4,404.88	\$1,052.59	\$731.61	\$6,189.08	\$32.53	\$262.86	\$1,736.68	\$1.14	\$119.02
30907	87	80	\$4,404.88	\$1,052.59	\$705.16	\$6,162.64	\$32.53	\$262.86	\$1,736.68	\$1.14	\$118.51
30908	91	116	\$4,607.40	\$1,100.99	\$1,022.48	\$6,730.88	\$34.03	\$274.95	\$1,816.52	\$1.19	\$129.44
30909	86	78	\$4,354.25	\$1,040.50	\$687.53	\$6,082.28	\$32.16	\$259.84	\$1,716.71	\$1.13	\$116.97
30910	90	116	\$4,556.77	\$1,088.89	\$1,022.48	\$6,668.15	\$33.66	\$271.93	\$1,796.56	\$1.18	\$128.23
30911	84	52	\$4,252.99	\$1,016.30	\$458.36	\$5,727.64	\$31.41	\$253.80	\$1,676.79	\$1.10	\$110.15
31001	80	41	\$4,050.46	\$967.90	\$361.40	\$5,379.76	\$29.92	\$241.71	\$1,596.94	\$1.05	\$103.46
31002	96	111	\$4,860.56	\$1,161.48	\$978.41	\$7,000.45	\$35.90	\$290.05	\$1,916.33	\$1.26	\$134.62
31004	81	43	\$4,101.09	\$980.00	\$379.02	\$5,460.12	\$30.29	\$244.73	\$1,616.91	\$1.06	\$105.00
31005	92	125	\$4,658.03	\$1,113.09	\$1,101.82	\$6,872.94	\$34.40	\$277.97	\$1,836.49	\$1.20	\$132.17
31006	87	85	\$4,404.88	\$1,052.59	\$749.23	\$6,206.71	\$32.53	\$262.86	\$1,736.68	\$1.14	\$119.36
31007	87	82	\$4,404.88	\$1,052.59	\$722.79	\$6,180.27	\$32.53	\$262.86	\$1,736.68	\$1.14	\$118.85
31008	91	118	\$4,607.40	\$1,100.99	\$1,040.11	\$6,748.51	\$34.03	\$274.95	\$1,816.52	\$1.19	\$129.78
31009	86	80	\$4,354.25	\$1,040.50	\$705.16	\$6,099.91	\$32.16	\$259.84	\$1,716.71	\$1.13	\$117.31
31010	90	118	\$4,556.77	\$1,088.89	\$1,040.11	\$6,685.78	\$33.66	\$271.93	\$1,796.56	\$1.18	\$128.57
31011	84	53	\$4,252.99	\$1,016.30	\$467.17	\$5,736.46	\$31.41	\$253.80	\$1,676.79	\$1.10	\$110.32
31101	88	76	\$4,455.51	\$1,064.69	\$669.90	\$6,190.11	\$32.91	\$265.88	\$1,756.64	\$1.15	\$119.04
31102	88	73	\$4,455.51	\$1,064.69	\$643.46	\$6,163.66	\$32.91	\$265.88	\$1,756.64	\$1.15	\$118.53
31103	104	188	\$5,265.60	\$1,258.27	\$1,657.13	\$8,181.01	\$38.89	\$314.23	\$2,076.03	\$1.36	\$157.33
31104	94	147	\$4,759.30	\$1,137.29	\$1,295.74	\$7,192.32	\$35.15	\$284.01	\$1,876.41	\$1.23	\$138.31
31105	95	154	\$4,809.93	\$1,149.39	\$1,357.44	\$7,316.75	\$35.53	\$287.03	\$1,896.37	\$1.24	\$140.71
31106	114	219	\$5,771.91	\$1,379.26	\$1,930.38	\$9,081.55	\$42.63	\$344.44	\$2,275.64	\$1.49	\$174.65
31201	88	78	\$4,455.51	\$1,064.69	\$687.53	\$6,207.74	\$32.91	\$265.88	\$1,756.64	\$1.15	\$119.38
31202	88	75	\$4,455.51	\$1,064.69	\$661.09	\$6,181.29	\$32.91	\$265.88	\$1,756.64	\$1.15	\$118.87
31203	105	192	\$5,316.23	\$1,270.37	\$1,692.39	\$8,279.00	\$39.27	\$317.25	\$2,095.99	\$1.37	\$159.21
31204	94	150	\$4,759.30	\$1,137.29	\$1,322.18	\$7,218.76	\$35.15	\$284.01	\$1,876.41	\$1.23	\$138.82
31205	95	157	\$4,809.93	\$1,149.39	\$1,383.88	\$7,343.19	\$35.53	\$287.03	\$1,896.37	\$1.24	\$141.22
31206	110	214	\$5,569.39	\$1,330.87	\$1,886.31	\$8,786.56	\$41.14	\$332.35	\$2,195.80	\$1.44	\$168.97
31301	89	82	\$4,506.14	\$1,076.79	\$722.79	\$6,305.72	\$33.28	\$268.90	\$1,776.60	\$1.16	\$121.26
31302	88	79	\$4,455.51	\$1,064.69	\$696.35	\$6,216.55	\$32.91	\$265.88	\$1,756.64	\$1.15	\$119.55
31303	105	200	\$5,316.23	\$1,270.37	\$1,762.91	\$8,349.51	\$39.27	\$317.25	\$2,095.99	\$1.37	\$160.57
31304	94	157	\$4,759.30	\$1,137.29	\$1,383.88	\$7,280.46	\$35.15	\$284.01	\$1,876.41	\$1.23	\$140.01
31305	95	164	\$4,809.93	\$1,149.39	\$1,445.58	\$7,404.89	\$35.53	\$287.03	\$1,896.37	\$1.24	\$142.40
31306	110	225	\$5,569.39	\$1,330.87	\$1,983.27	\$8,883.52	\$41.14	\$332.35	\$2,195.80	\$1.44	\$170.84
113	10,001	9,996	\$506,358.64	\$121,000.00	\$88,110.00	\$715,468.64	\$3,740.00	\$30,217.00	\$199,637.90	\$130.90	

Min \$95.05  
Max \$174.65  
Average \$121.76

# Proposed CMS

(follows this page)

Dealing Number



## OFFICE USE ONLY

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<b>1. Nature of request</b> REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR CHARLTON HOUSE AND O'CONNELL HOUSE COMMUNITY TITLES SCHEME	<b>Lodger</b> (Name, address, E-mail & phone number) MinterEllison Level 22, Waterfront Place 1 Eagle Street, BRISBANE QLD 4000 <a href="mailto:Leanne.weekes@minterellison.com">Leanne.weekes@minterellison.com</a> REF: BLWEEKES 1378263	<b>Lodger Code</b> <b>021A</b>
<b>2. Lot on Plan Description</b> [complete]	<b>Title Reference</b> [complete]	
<b>3. Registered Proprietor/State Lessee</b> Brisbane Racing Club Limited ACN 133 679 786		
<b>4. Interest</b> Not applicable		
<b>5. Applicant</b> Brisbane Racing Club Limited ACN 133 679 786		
<b>6. Request</b> I hereby request that: the first CMS deposited herewith be recorded as the CMS for Charlton House and O'Connell House Community Titles Scheme and that Level 6, 270 Adelaide Street, Brisbane QLD be recorded as the address for service on the body corporate for the scheme		
<b>7. Execution by applicant</b>		

/ / .....  
**Execution Date** **Applicant's or Solicitor's Signature**  
Note: A Solicitor is required to print full name if signing on behalf of the Applicant



THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS 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**

Charlton House and O'Connell House Community Titles Scheme

**2. Regulation module**

Accommodation Module

**3. Name of body corporate**

Body Corporate for Charlton House and O'Connell House Community Titles Scheme

**4. Scheme land**

Lot on Plan Description

Title Reference

Common Property of Charlton House and O'Connell House CTS

To issue from [complete]

Lots 30101-30105, 30201-30205, 30301-30311, 30401-30411, 30501-30511, 30601-30611, 30701-~~30705~~, ~~30707~~-30711, 30801-~~30811~~~~30810~~, 30901-30911, 31001~~31002~~, ~~31004~~-31011, 31101-31106, 31201-31206 and 31301-31306 on SP326606

To issue from [complete]

**5. #Name and address of original owner**

Brisbane Racing Club Limited ACN 133 679 786  
230 Lancaster Street, Ascot QLD 4007

**6. Reference to plan lodged with this statement**

SP326606

# first community management statement only

**7. New CMS exemption to planning body community management statement notation (if applicable\*)**

Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

Not applicable

\*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

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

/ /  
**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**

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<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
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Lot on Plan	Contribution	Interest
Lot 30101 on SP326606	<del>115</del> <u>113</u>	219
Lot 30102 on SP326606	101	167
Lot 30103 on SP326606	<del>95</del> <u>96</u>	150
Lot 30104 on SP326606	<del>94</del> <u>95</u>	141
Lot 30105 on SP326606	<del>71</del> <u>75</u>	27
Lot 30201 on SP326606	<del>80</del> <u>83</u>	38
Lot 30202 on SP326606	<del>82</del> <u>85</u>	44
Lot 30203 on SP326606	<del>86</del> <u>88</u>	58
Lot 30204 on SP326606	<del>81</del> <u>83</u>	40
Lot 30205 on SP326606	<del>81</del> <u>84</u>	39
Lot 30301 on SP326606	<del>77</del> <u>80</u>	37
Lot 30302 on SP326606	<del>79</del> <u>82</u>	45
Lot 30303 on SP326606	<del>83</del> <u>85</u>	57
Lot 30304 on SP326606	<del>78</del> <u>81</u>	39
Lot 30305 on SP326606	<del>92</del> <u>93</u>	110
Lot 30306 on SP326606	<del>87</del> <u>89</u>	75
Lot 30307 on SP326606	<del>86</del> <u>88</u>	73
Lot 30308 on SP326606	<del>92</del> <u>93</u>	109
Lot 30309 on SP326606	<del>85</del> <u>87</u>	70
Lot 30310 on SP326606	<del>89</del> <u>90</u>	107
Lot 30311 on SP326606	<del>82</del> <u>84</u>	47
Lot 30401 on SP326606	<del>77</del> <u>80</u>	38
Lot 30402 on SP326606	<del>79</del> <u>82</u>	45
Lot 30403 on SP326606	<del>83</del> <u>85</u>	57
Lot 30404 on SP326606	<del>78</del> <u>81</u>	39
Lot 30405 on SP326606	<del>91</del> <u>92</u>	110
Lot 30406 on SP326606	<del>85</del> <u>87</u>	76
Lot 30407 on SP326606	<del>84</del> <u>87</u>	73
Lot 30408 on SP326606	<del>89</del> <u>91</u>	108

Lot on Plan	Contribution	Interest
Lot 30409 on SP326606	<del>84</del> <u>86</u>	71
Lot 30410 on SP326606	<del>88</del> <u>90</u>	108
Lot 30411 on SP326606	<del>82</del> <u>84</u>	48
Lot 30501 on SP326606	<del>77</del> <u>80</u>	38
Lot 30502 on SP326606	<del>79</del> <u>82</u>	45
Lot 30503 on SP326606	<del>83</del> <u>85</u>	58
Lot 30504 on SP326606	<del>78</del> <u>81</u>	40
Lot 30505 on SP326606	<del>91</del> <u>92</u>	112
Lot 30506 on SP326606	<del>85</del> <u>87</u>	77
Lot 30507 on SP326606	<del>84</del> <u>87</u>	74
Lot 30508 on SP326606	<del>89</del> <u>91</u>	109
Lot 30509 on SP326606	<del>84</del> <u>86</u>	72
Lot 30510 on SP326606	<del>88</del> <u>90</u>	109
Lot 30511 on SP326606	<del>82</del> <u>84</u>	49
Lot 30601 on SP326606	<del>77</del> <u>80</u>	38
Lot 30602 on SP326606	<del>79</del> <u>82</u>	46
Lot 30603 on SP326606	<del>83</del> <u>85</u>	59
Lot 30604 on SP326606	<del>78</del> <u>81</u>	40
Lot 30605 on SP326606	<del>91</del> <u>92</u>	114
Lot 30606 on SP326606	<del>85</del> <u>87</u>	79
Lot 30607 on SP326606	<del>84</del> <u>87</u>	75
Lot 30608 on SP326606	<del>89</del> <u>91</u>	111
Lot 30609 on SP326606	<del>84</del> <u>86</u>	74
Lot 30610 on SP326606	<del>88</del> <u>90</u>	111
Lot 30611 on SP326606	<del>82</del> <u>84</u>	49
Lot 30701 on SP326606	<del>77</del> <u>80</u>	39
Lot 30702 on SP326606	<del>79</del> <u>82</u>	46
Lot 30703 on SP326606	<del>83</del> <u>85</u>	59
Lot 30704 on SP326606	<del>78</del> <u>81</u>	40
Lot 30705 on SP326606	<del>91</del> <u>108</u>	<del>116</del> <u>196</u>
<del>Lot 30706 on SP326606</del>	<del>85</del>	<del>80</del>

Lot on Plan	Contribution	Interest
Lot 30707 on SP326606	<del>84</del> <u>87</u>	77
Lot 30708 on SP326606	<del>89</del> <u>91</u>	112
Lot 30709 on SP326606	<del>84</del> <u>86</u>	75
Lot 30710 on SP326606	<del>88</del> <u>90</u>	112
Lot 30711 on SP326606	<del>82</del> <u>84</u>	50
Lot 30801 on SP326606	<del>77</del> <u>80</u>	40
Lot 30802 on SP326606	<del>79</del> <u>82</u>	47
Lot 30803 on SP326606	<del>83</del> <u>85</u>	60
Lot 30804 on SP326606	<del>78</del> <u>81</u>	41
Lot 30805 on SP326606	<del>91</del> <u>92</u>	119
Lot 30806 on SP326606	<del>85</del> <u>87</u>	82
Lot 30807 on SP326606	<del>84</del> <u>87</u>	78
Lot 30808 on SP326606	<del>89</del> <u>91</u>	114
Lot 30809 on SP326606	<del>84</del> <u>86</u>	76
Lot 30810 on SP326606	<del>88</del> <u>103</u>	<del>114</del> <u>165</u>
<del>Lot 30811 on SP326606</del>	<del>82</del>	<del>51</del>
Lot 30901 on SP326606	<del>77</del> <u>80</u>	40
Lot 30902 on SP326606	<del>79</del> <u>82</u>	48
Lot 30903 on SP326606	<del>83</del> <u>85</u>	61
Lot 30904 on SP326606	<del>78</del> <u>81</u>	42
Lot 30905 on SP326606	<del>91</del> <u>92</u>	122
Lot 30906 on SP326606	<del>85</del> <u>87</u>	83
Lot 30907 on SP326606	<del>84</del> <u>87</u>	80
Lot 30908 on SP326606	<del>89</del> <u>91</u>	116
Lot 30909 on SP326606	<del>84</del> <u>86</u>	78
Lot 30910 on SP326606	<del>88</del> <u>90</u>	116
Lot 30911 on SP326606	<del>82</del> <u>84</u>	52
Lot 31001 on SP326606	<del>77</del> <u>80</u>	41
Lot 31002 on SP326606	<del>79</del> <u>96</u>	<del>49</del> <u>111</u>
<del>Lot 31003 on SP326606</del>	<del>83</del>	<del>62</del>
Lot 31004 on SP326606	<del>78</del> <u>81</u>	43

Lot on Plan	Contribution	Interest
Lot 31005 on SP326606	<del>91</del> <u>92</u>	125
Lot 31006 on SP326606	<del>85</del> <u>87</u>	85
Lot 31007 on SP326606	<del>84</del> <u>87</u>	82
Lot 31008 on SP326606	<del>89</del> <u>91</u>	118
Lot 31009 on SP326606	<del>84</del> <u>86</u>	80
Lot 31010 on SP326606	<del>88</del> <u>90</u>	118
Lot 31011 on SP326606	<del>82</del> <u>84</u>	53
Lot 31101 on SP326606	<del>86</del> <u>88</u>	76
Lot 31102 on SP326606	<del>86</del> <u>88</u>	73
Lot 31103 on SP326606	<del>105</del> <u>104</u>	188
Lot 31104 on SP326606	<del>93</del> <u>94</u>	147
Lot 31105 on SP326606	<del>95</del> <u>95</u>	154
Lot 31106 on SP326606	<del>116</del> <u>114</u>	219
Lot 31201 on SP326606	<del>87</del> <u>88</u>	78
Lot 31202 on SP326606	<del>86</del> <u>88</u>	75
Lot 31203 on SP326606	105	192
Lot 31204 on SP326606	<del>93</del> <u>94</u>	150
Lot 31205 on SP326606	<del>94</del> <u>95</u>	157
Lot 31206 on SP326606	<del>111</del> <u>110</u>	214
Lot 31301 on SP326606	<del>87</del> <u>89</u>	82
Lot 31302 on SP326606	<del>86</del> <u>88</u>	79
Lot 31303 on SP326606	<del>106</del> <u>105</u>	200
Lot 31304 on SP326606	<del>93</del> <u>94</u>	157
Lot 31305 on SP326606	<del>94</del> <u>95</u>	164
Lot 31306 on SP326606	<del>111</del> <u>110</u>	225
<b>TOTALS</b>	<del>9,990</del> <u>10,001</u>	<b>9,996</b>

#### 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 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 (as referred to in paragraph 2 above) 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;
  - 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. the nature, features and characteristics of the lots in the community titles scheme; and
  - b. the impact the lots in the community titles scheme may have on the costs of maintaining the common property within the community titles scheme,

and, in having reference to these factors, it is considered just and equitable for there to be a variation, as set out in the table above, in the contribution schedule lot entitlements for the community titles scheme.
5. After having decided to use the relativity principle and by reference to the factors referred to in paragraph 4 above, the individual contribution lot entitlements for the community titles scheme were decided on the basis that certain features or characteristics of lots in the community titles scheme impact on the costs to the body corporate of repairing, maintaining, capital replacement and cleaning the common property, for example:
  - a. a lot which has a greater external surface area will have a higher contribution schedule lot entitlement than a lot which has a smaller external surface area because there is a higher cost of repairing, maintaining, replacing and cleaning that part of the common property surrounding the lot with the greater external surface area; and
  - b. the greater the floor area of a lot, the greater the prospective demand on the common property to protect, support, service and generally benefit the lot with corresponding greater cost to the body corporate in the provision of and in the repair, maintenance, capital replacement and, as applicable, cleaning of the common property provided to the lot.

## 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 attached to this Schedule titled 'Concept Plan'.

**CTS** means community titles scheme.

**Development Lot** means Lot 2 on SP326604.

**Development Lot Owner** means an owner of the Development Lot.

**Stage 2** means the second stage of the Scheme described in this Schedule B.

### 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. Stage 2**

- 3.1 The Scheme is not part of a layered arrangement of CTS's within the meaning of section 18 of the BCCM Act.
- 3.2 It is intended that the Scheme will be developed progressively by the subdivision of the Development Lot to effect the development of Stage 2 which will comprise between 90 and 150 lots, including possible retail use lots.
- 3.3 On the carrying out of Stage 2 additional Common Property is intended to be created. All Recreational Facilities and access ways to those facilities are intended to be available to all Occupiers (and not restricted to Occupiers only of a particular building or stage).
- 3.4 Stage 2 may be carried out at any time.
- 3.5 The Development Lot, if it is not included in the Scheme, will be included in the Scheme prior to the Scheme being changed by the addition of Stage 2.

**4. Concept Plan**

- 4.1 The intended carrying out of the development of Stage 2 is shown on the Concept Plan.

**5. Subdivisional Plans**

- 5.1 The development and subdivision of Stage 2 is to be effected by subdividing the Development Lot, using any type of plan and accompanying CMS's and other documentation as required.
- 5.2 Reference to survey plan numbers in this Schedule B, if any, is for convenience and may be changed if required or if those numbers are not available.

**6. Rights of Development Lot Owner**

- 6.1 The rights conferred on a Development Lot Owner:
- (a) as set out in this Schedule B may be exercised by the Development Lot Owner in its total discretion unless specified otherwise; and
  - (b) are to be interpreted for the benefit of the Development Lot Owner to give the Development Lot Owner the maximum flexibility, rights and powers to enable the carrying out of the development of Stage 2.
- 6.2 A Development Lot Owner may, at any time, to facilitate the further carrying out of the development of Stage 2, enter upon the Common Property to undertake works on, to or within the Common Property or the Development Lot of any kind required for the further carrying out of the development of the Stage 2, including, without limitation:
- (a) excavation and earthworks;
  - (b) construction of improvements generally, temporary or permanent; and
  - (c) construction, modifications and changes necessary to establish utility infrastructure and utility services, whether public or private, and connections thereto (including connection of Stage 2 to any existing electrical switchboard, whether on a permanent or temporary basis).
- 6.3 Without limiting the rights of a Development Lot Owner under clause 6.2, a Development Lot Owner may, without the consent of the Body Corporate:
- (a) 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;
  - (b) damage the Common Property for the purpose of carrying out the further development including excavation and earth works;
  - (c) cut holes in walls which are part of the Common Property (for example in basement carpark areas) for access purposes;
  - (d) use Common Property and improvements thereon for support, both temporary and permanent;
  - (e) install and keep rock anchors within or on Common Property;

- (f) allow cranes, scaffolding, hoarding and the like and other building equipment to be placed on or to overhang over Common Property;
- (g) temporarily close off access to areas of Common Property (including for extended periods of time), including for safety purposes;
- (h) build improvements, temporary and permanent, on Common Property; and
- (i) install and keep signage on the Common Property.

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

6.5 The Body Corporate is required to grant, amend or surrender any lease or licence as directed by a Development Lot Owner to give effect to any of the rights of a Development Lot Owner in this Schedule B and such grant, variation or surrender may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by section 174(3) of the Accommodation Module. Without limitation, the grant, amendment or surrender of the lease or licence will be granted without compensation being payable by a Development Lot Owner to the Body Corporate. For example, if directed by a Development Lot Owner, the Body Corporate must grant a licence to install rock anchors in or use and operate a crane over Common Property.

## 7. Future Allocations for the Scheme (Section 66(1)(f)(ii) BCCM Act)

In this part:

**Future Allocation** means a future allocation of Common Property or a Body Corporate asset under an exclusive use by-law; and

**Purposes** means any of the following purposes:

- (a) car parking;
- (b) motorbike parking;
- (c) storage;
- (d) courtyard;
- (e) outdoor dining and retail purposes;
- (f) bin storage;
- (g) toilet and/or washroom;
- (h) signage; and
- (i) to the extent lawful, any other lawful purposes determined by the Original Owner.

7.2 Future Allocations may be made for any of the Purposes by a person authorised to do so under the relevant exclusive use By-Law in any stage of the Scheme (including, to the extent lawful, the current stage of the Scheme).

7.3 Without limitation, the authorised person may make "authorised allocations" (as defined in the BCCM Act) in accordance with the By-Laws in respect of Common Property or Body Corporate assets to any Lot for the Purposes in any stage of the Scheme.

## 8. Obligations of Body Corporate

8.1 The Body Corporate must, to the fullest extent possible, co-operate with a Development Lot Owner and facilitate and enable the further carrying out of the development of Stage 2 as contemplated in this Schedule B.

8.2 The 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 Body Corporate required to be passed without dissent) to enable and facilitate;
- (e) sign all consents, survey plans (and consents thereto) 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
- (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 Stage 2 as contemplated in this Schedule B.

#### **9. Entrenchment of Rights of Further Developments**

Until the development of Stage 2 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.

#### **10. 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, shall be severed.



<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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## 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) where these By-Laws say that something can or must be done by the Body Corporate then that thing may be done by the Committee unless there is a legal restriction on the Committee doing so.
- (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.

## 2. Definitions

In this CMS, unless the contrary intention appears:

**Accommodation Module** means the *Body Corporate and Community Management (Accommodation Module) Regulation 2020*.

**Authority** means any body, government or otherwise, or person having or exercising control over the use or the operation of the Scheme.

**BCCM Act** means the *Body Corporate and Community Management Act 1997* and the Regulation Module applying to the Scheme.

**Body Corporate** means the body corporate of the Scheme.

**Breach** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:

- (a) these By-Laws;
- (b) the BCCM Act;
- (c) any registered covenant, easement or other encumbrance over the Common Property.

**By-Laws** means these by-laws.

**CMS** means this community management statement.

**Committee** means the committee of the Body Corporate appointed pursuant to the BCCM Act.

**Common Property** means the common property of the Scheme (and includes any common property on further development of the Scheme).

**Costs** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever, including where appropriate:

- (a) legal fees on a solicitor and own client basis; and
- (b) the cost of rectifying any Breach, or making good any damage caused by a Breach.

**Council** means Brisbane City Council.

**Development** means the development known as Ascot Green situated at 150, 160 and 170 Nudgee Road, Ascot QLD 4007.

**Developer** means the Original Owner and any nominee of Brisbane Racing Club Limited ACN 133 679 786.

**Display Unit** means a Lot or Lots used to promote further sales of lots [and may include a display suite and/or sales office](#).

**Invitee** includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee or licensee of an Owner or Occupier.

**Law** means any statute, rule, regulation, proclamation, ordinance or by-law or statutory instrument.

**Lot** means a lot in the Scheme and includes all improvements constructed on or within a lot and any areas of Common Property which may be used by occupants of the lot under an exclusive use by-law allocation.

**Lot Utility Infrastructure** means utility infrastructure which is not Common Property as contemplated by section 20(1)(b) of the BCCM Act.

**Notice** means any notice in writing, statement in writing, any written material and any other written communication.

**Occupier** means any occupier of a Lot and includes:

- (a) the Owner (where the context requires, even if the owner is not in actual occupation of the Lot);
- (b) a mortgagee in possession;
- (c) a tenant or lessee (of a Lot or a part of a Lot) ; and
- (d) an occupier of a part of a Lot,

but excludes the Original Owner and any Developer.

**Original Owner** means Brisbane Racing Club Limited ACN 133 679 786.

**Owner** has the meaning defined by the BCCM Act and includes the successors in title and assigns of the Owner.

**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 Scheme, for example, farm animals, snakes or wildlife.

**Racecourse** means the lands known as Eagle Farm Racecourse at Lancaster Rd, Ascot in the State of Queensland and Doomben Racecourse at Hampden St, Ascot in the State of Queensland, or either of those lands, described as Lot 801 on SP 283433 and Lot 901 on SP 283434 respectively.

**Recreational Facilities** includes all areas and facilities within Common Property intended for recreational purposes generally including without limitation the areas within the building known as Charlton House on levels 2 and the roof top level (both internal and external).

**Scheme** means Charlton House and O'Connell House community titles scheme.

**Scheme Land** means all the land contained in the Scheme.

**Secretary** means the secretary of the Body Corporate.

**Speed Limit** means 20 kilometres per hour or such other speed nominated by the Committee from time to time.

### 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 a Lot.

3.5 All Occupiers must observe the terms of any easement that affects their Lot or the Scheme.

3.6 All Occupiers are subject to raceday entry conditions and any codes of conduct as published by the Original Owner from time to time in relation to the use of Common Property and private balcony areas during all scheduled racing events and the caretaking service contractor for the Scheme is empowered to determine the applicability of the Original Owner's conditions.

#### **4. Throwing or Dropping Objects**

Occupiers must not throw, drop or allow to throw any object or substance from their Lot or the Common Property in or onto another Lot, the Common Property or to outside of the Scheme including the Racecourse.

#### **5. Moving In / Out of Scheme**

5.1 All moving of furniture and other materials in and out of the Scheme, regardless of size, must be booked through the manager or system of the Body Corporate.

5.2 Protective lift curtains must be used for all moves.

5.3 The main entry foyer of the Scheme must not be used for moving purposes, unless there is no other means available for moving purposes.

#### **6. Vehicles**

6.1 An Owner or Occupier of a Lot must not, without the Body Corporate's written approval:

- (a) park a vehicle or allow a vehicle to stand on the 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.

6.2 An approval under By-Law 6.1 must state the period for which it is given, with the exception of designated visitor parking.

6.3 However, the Body Corporate may cancel the approval by giving 7 days' written Notice to the Owner or Occupier, with the exception of designated visitor parking.

6.4 The Committee is empowered to remove, at the expense of the vehicle's owner, vehicles parked illegally on Common Property by towing or other means.

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

#### **7. Electric vehicle charging station**

7.1 Owners and Occupiers must not, without the Body Corporate's written approval:

- (a) park a vehicle, or allow a vehicle to stand, in the designed electric vehicle charging station; or
- (b) permit an Invitee to park a vehicle, or allow a vehicle to stand, in the designed electric vehicle charging station,

unless the vehicle is connected to and being charged at the electric vehicle charging station or all other visitor parking spaces are occupied at the relevant time (that is all other visitor parking spaces are to be used before any visitor parking spaces containing electric vehicle charging stations are used solely for parking purposes).

7.2 Owners and Occupiers:

- (a) must use (and have their Invitees use) any electric vehicle charging station in accordance with any instructions in relation to operation or use;
- (b) must ensure any vehicle is promptly moved from the electric vehicle charging station after completion of charging; and
- (c) agree that the use of any electric vehicle charging station is to be entirely at the risk of the Owner, Occupier and their Invitees and the Body Corporate is released from any liability arising from damage or other loss suffered by any persons arising from the use of any electric vehicle charging station.

**8. Use of Lots**

- 8.1 Subject to these By-Laws (including, without limitation, the rights of any service contactor or letting agent under the Agreements), Owners and Occupiers must not use or permit their Lots to be used other than as a private residence by them or for accommodation of their guests and visitors.
- 8.2 Notwithstanding By-Law 8.1:
- (a) an Owner or Occupier may rent out their Lot from time to time provided that in no event must any individual rental be for a period of less than 3 months;
  - (b) 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:
    - (i) the use does not conflict with the rights of any Service Contractor or Letting Agent under these By-Laws or otherwise appointed by the Body Corporate;
    - (ii) the use is lawful and all necessary permits and insurances for the use are held;
    - (iii) the use does not unreasonably interfere with the amenity of other Occupiers; and
    - (iv) the Occupier obeys the reasonable directions and requirements of the Committee.
- 8.3 Lots must not be used or be allowed to be used:
- (a) for any purpose or in any way 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;
  - (d) for any purpose that may endanger the safety or good reputation of persons residing within the Scheme;
  - (e) in any way that causes disruption to the continued or intended future use of the Racecourse having regard to the uses acknowledged in By-Law 32.1; or
  - (f) for a purpose or in a manner contrary to the relevant planning instrument, any Approval for the Scheme any other applicable law, or inconsistent with the conditions of any insurance policy affected by the Body Corporate for the Scheme.
- 8.4 Owners and Occupiers must not:
- (a) permit any agent to advertise or market for short term accommodation or share accommodation in the Scheme; or
  - (b) advertise that the Lot is available for lease or occupancy,
- in breach of these By-Laws. For the avoidance of doubt, Lots must not be let or occupied on a nightly or weekly basis pursuant to Airbnb or any similar letting or occupation arrangement.
- 8.5 The Scheme has been approved for Class 2 dwellings only and not for any hotel or short term letting purposes. As a consequence, any use of a Lot contrary to this By-Law is prohibited and, as such, use will be inconsistent with the relevant planning instrument, approval for the Scheme, the certificate of occupancy for the building(s) in the Scheme, the fire safety aspects of the Scheme or the conditions of any insurance policy affected by the Body Corporate for the Scheme.
- 8.6 Residential lots must not, without the written permission of the Committee, store a flammable substance on the Lot unless the substance is used or intended to be used for domestic purposes.
- 8.7 Owners and Occupiers must not permit any auction sale to be conducted or to take place within their Lot.
- 8.8 Lot 30105 on SP 326606 may be used by any service contactor or letting agent under the Agreements to perform their respective duties and provide the relevant services.

## **9. Maintenance of Lots**

Occupiers must:

- (a) maintain and repair their Lot in good repair and condition;
- (b) maintain the plant and equipment, wiring and plumbing that is within a Lot or that exclusively services their Lot so that it is safe and properly operational and must replace, as required, any such infrastructure which exclusively services their Lot;
- (c) keep their Lot:
  - (i) clean so that it is not offensive in appearance to other Occupiers;
  - (ii) free of pests and vermin;
- (d) comply with manufacturer's recommendations regarding periodic maintenance and servicing for any air conditioner servicing their Lot;
- (e) keep accessible windows and glass clean;
- (f) if applicable, maintain their Lot to prevent the excessive growth of grass and other vegetation so that the Lot is not unsightly; and
- (g) ensure that all balconies and terraces forming part of their Lot do not leak resulting in water or other liquids escaping into other Lots or Common Property.

## **10. Alteration to Lots**

- 10.1 Lots must not be altered in any way without the prior approval in writing of the Committee. The Committee must not unreasonably withhold its consent to an alteration, and may give its consent subject to reasonable conditions.
- 10.2 No approval is necessary for minor maintenance of the internal area of the Lot such as painting of internal walls and replacement of carpet providing that the colours of such finishes visible from outside of the Lot are in keeping with the colours used in the Scheme generally.
- 10.3 An Owner must submit plans and specifications and any other details required by the Body Corporate to the Committee in respect of any proposed alterations.
- 10.4 No alteration to a Lot is to be made unless all necessary Council and other approvals have first been obtained by the Owner.
- 10.5 All balconies/verandahs/terraces must remain unenclosed with no shutters, glazing, louvers or similar permanent fixtures (excluding screening required by the development approval).

## **11. Acoustics**

- 11.1 An Owner or Occupier must not without the prior approval in writing of the Body Corporate and subject to any conditions the Body Corporate may impose:
  - (a) remove, install or reinstall any hard floor surface unless it achieves a floor impact isolation performance rating of LnT w55 or better, between lower occupied Lots or adjacent Lots; or
  - (b) interfere with any ceiling acoustic treatment (where applicable) so that the acoustic treatment no longer achieves a minimum field impact isolation control of LnT w55.
- 11.2 Prior to the installation of the hard floor surface advice must be sought, by and at the cost of the Owner of the Lot, from an approved acoustic consulting company with regard to suitable floor treatments to meet this level of isolation. This may include:
  - (a) a preliminary floor impact isolation test to determine the isolation provided by the base floor slab under consideration; and
  - (b) testing on a sample of the isolation system to be used to confirm the final performance outcome.
- 11.3 When removing or installing any hard floor surface pursuant to this By-Law:



- (a) the insurance of the work during installation is to be the responsibility of the Owner or Occupier of the Lot;
- (b) all costs associated with the work are to be met by the Owner or Occupier of the Lot;
- (c) any Common Property damaged as a consequence of installation is to be fully reinstated at the expense of the Owner of the Lot;
- (d) the Owner of the Lot is to be responsible for the cleaning of the common property areas used to transport materials and waste relating the installation;
- (e) the Owner of the Lot is responsible for removal from the Lot and any Common Property of all surplus materials;
- (f) the Body Corporate costs in providing the approval are to be met by the Owner of the Lot;
- (g) upon completion of the work, at the cost of the Owner of the Lot, the floor must be tested to ensure that the minimum impact isolation requirement has been met. This test must be carried out in accordance with the procedures defined in ISO 140-7 by a company experienced with and recognised for this type of work. A system will be accepted as being in compliance with the design criterion if the performance level is not more than 3 LnT w above the performance level (ie a level of up to LnT w58). This tolerance is allowed in recognition that impact isolation levels can vary in different locations in the same building;
- (h) an impact isolation test certificate is to be submitted to the Body Corporate within 10 days of the test showing compliance with the defined limit;
- (i) the Owner or Occupier of the Lot's contractor must park in the Owner or Occupier's allotted car space; and
- (j) hours of work of the contractor are to be between 9.00am to 4.00pm Monday to Friday.

11.4 The Owner or Occupier of the Lot acknowledges and agrees that:

- (a) the Body Corporate does not endorse or recommend any particular impact isolation product or system or acoustic consulting company;
- (b) the selected floor impact isolation system must be laid strictly in accordance with the floor impact isolation system supplier standard installation procedures in consideration with the hard floor surface supplier installation procedures;
- (c) the installed hard floor surface must not touch the perimeter walls of the Lot with there being a minimum 5mm gap between the walls and the hard floor surface. This gap is to be sealed with a resilient sealant;
- (d) the LnT w55 limit provides a "good" level of acoustic isolation and exceeds the Building Code of Australia (2010) minimum floor impact isolation requirements; and
- (e) test samples undertaken in accordance with this By-Law should be of a minimum area of 1.2m x 1.2m and be located not less than 1m from any wall or façade.

11.5 This By-Law does not apply to Owners and Occupiers of lots located on levels 1 (ground) and 2 (as these lots are located on ground or immediately above the parking level and not above other residential lots).

## **12. Appearance of Lots**

12.1 The purpose of this By-Law is to ensure that the Scheme remains at all times is visually uniform, tidy in appearance and includes garden areas and plants which are compatible and conform with the landscaping of the Scheme generally.

12.2 Unless approved in writing by the Committee, 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 Body Corporate;
- (d) use any part of the Lot for storage;



- (e) keep any oversized plants (as determined by the Committee); and
  - (f) install any aerials, receivers or the like,
- if visible from outside of the 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 the Lot unless it is of a mid grey backing or otherwise in compliance with any pre-approved specifications or otherwise first approved in writing by the Committee. The Committee must have regard to the purpose of this By-Law in giving any approval.
- 12.4 Occupiers (and if the Lot is vacant, Owners) must regularly:
- (a) clear the post box or parcel locker (if applicable) for Lot; and
  - (b) collect any parcels held in communal or shared parcel lockers (or devices of a similar nature) or held by any service contractor within 24 hours of the delivery occurring.
- 12.5 An Occupier of a Lot which contains any garden area or feature plants must maintain that area or plants so as to achieve the purpose of this By-Law.
- 12.6 An Occupier of a Lot must maintain any external sliding screen on any doorway of their Lot so as to achieve the purposes of this By-Law.

### **13. Inspection of Lots**

- 13.1 Occupiers must permit, (upon 3 days' Notice, other than in an emergency when no notice is required) representatives of the Body Corporate access to or through their Lot to:
- (a) access Common Property for any reason;
  - (b) read any meter, conduct inspections or test any equipment;
  - (c) trace and repair any leakage or defect in equipment;
  - (d) tend to any landscaping located on Common Property; and
  - (e) repair and maintain any equipment.
- 13.2 If an Occupier does not permit access, the Body Corporate may effect entry and will not be liable for any damage occasioned in effecting the entry.
- 13.3 The Body Corporate, in exercising its powers under this By-Law, will ensure that it causes as little inconvenience to the Occupier as is reasonable in the circumstances.

### **14. Behaviour of Occupiers and Invitees**

- 14.1 All persons within the Scheme:
- (a) must not make or permit any noise or vibration likely to unreasonably interfere with the peaceful enjoyment of other persons;
  - (b) must take all practical means to minimise annoyance to others including by closing doors, windows and curtains;
  - (c) leaving or entering between 10:00pm and 8:00am must do so quietly;
  - (d) must be appropriately dressed when visible from Common Property, other Lots or outside the Scheme;
  - (e) must not use language or behave in a way that might offend or embarrass another person in the Scheme; and
  - (f) must not behave in a way likely to reasonably interfere with the peaceful enjoyment of others.
- 14.2 All musical instruments, radios, television receivers and sound equipment must be controlled so that the sound is reasonable and does not cause any annoyance to any other Occupiers. Such equipment and instruments must

not be operated between the hours of 10:00pm and 8:00am in a manner as to be audible at all to any other Occupier.

## **15. Insurance**

Residential Lots must not bring on to, do or keep any thing in or on their Lots which may increase the rate of insurance of the Scheme or which may conflict with the Laws relating to fires or any insurance policy for the Scheme or the regulations of any public authority.

## **16. Garbage Disposal**

### **16.1 Garbage must:**

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

16.2 The 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.

16.3 The 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 (including the pavement and other driving surfaces) by garbage removal vehicles.

## **17. Keeping of Pets**

### **17.1 Occupiers keeping Pets must comply with the following conditions, as applicable to the Pet:**

- (a) provide (and keep up to date) all relevant details concerning the Pet (including a photograph and name) which are requested by the Committee or service contractor (on the Committee's behalf);
- (b) Pets must wear an identification tag, tattoo or micro chip;
- (c) if required by Law to be licensed or registered, Pets are licensed or registered;
- (d) clean and remove any mess left on Common Property by any Pet under their control;
- (e) ensure that Pets are appropriately restrained while on Common Property;
- (f) Pets must not be left unattended within a Lot for more than 24 consecutive hours;
- (g) any damage caused to Common Property or any Lot must be repaired at the cost of the relevant Occupier;
- (h) ensure Pets are at all time kept clean, quiet, controlled and within their Lot;
- (i) Pets are not allowed in any Recreational Facilities (unless designated for Pet recreation use); and
- (j) a maximum of 2 Pets are permitted within a Lot at any time.

17.2 If an Occupier fails to comply with the conditions of By-Law 17.1, the Occupier must remove a Pet from the Scheme if directed by the Committee.

17.3 Occupiers mentioned in section 5 of the *Guide, Hearing and Assistance Dogs Act 2009* have the right to be accompanied by a guide dog within the Scheme.

17.4 Animals which are not Pets may not be kept within the Scheme

## **18. Broadband Infrastructure**

### **18.1 The Body Corporate acknowledges 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;
  - (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 Pathway 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 or Horizontal MDU Pit and Pipe Works; and
  - (b) the non-exclusive use of other Pathway Works (subject to Minimum Spatial Requirements).
- 18.3 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 areas ancillary to the Scheme which is authorised under Schedule 3; and
  - (b) any right they may have to object to those activities.
- 18.4 The Body Corporate, each Owner and Occupier agrees if requested by NBN Co Limited, to confirm and agree to the matters set out in this By-Law 18 in a form reasonably satisfactory to NBN Co Limited.
- 18.5 Terms used in this By-Law 18 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.,
- [Note: This By-Law may be amended or deleted. NBN Co Limited may not be the provider. There may be no provider at all. No representation is made by the Seller or Developer that NBN will be available to the Scheme at settlement.]

## **19. Various matters concerning Common Property**

- 19.1 Washing of vehicles and Pets (other than within the Lot) must only occur in designated areas.
- 19.2 Drones are not permitted to be used within the Scheme.
- 19.3 Skateboards, roller blades, bicycles, go-carts, scooters and similar things must not be ridden on the Common Property.
- 19.4 Bicycles, go-carts, scooters and any other personal mobility device of a similar nature:
- (a) must only be stored in Lots, bicycle racks or other facilities provided by the Body Corporate for that purpose or within appropriate exclusive use areas and must be locked to prevent theft; and
  - (b) may only be brought into and out of the Scheme by way of the carpark entry only and not ridden whilst doing so.
- 19.5 Occupiers must not exceed the Speed Limit while driving any vehicle on the Common Property. Occupiers must use their best endeavours to ensure that their Invitees do not exceed the Speed Limit.
- 19.6 Occupiers must not:
- (a) interfere with the lawful use of the Common Property;
  - (b) interfere with the use of access ways on the Common Property or any easement giving access to or through the Common Property;
  - (c) use or allow to be used the Common Property, including the Recreational Facilities, for any purpose for which they were not intended for use;
  - (d) use or allow to be used the Common Property, including the Recreational Facilities, in any way that causes disruption to the continued or intended use of the Racecourse having regard to the uses acknowledged in By-Law 32.1;

- (e) unless for bona fide purposes such as repair or maintenance, enter upon or be within areas of Common Property which are for utility infrastructure or services purposes such as areas which are or include:
  - (i) electrical substations, switch and plant rooms or control panels;
  - (ii) fire service control panels; or
  - (iii) telecommunications exchanges;
- (f) alter, operate, damage or in any way deface any structure that forms part of the Common Property or any Body Corporate asset without the written consent of the Committee;
- (g) at any time smoke cigarettes or any other substance (including vaping and e-cigarettes) whilst on Common Property.

19.7 Occupiers must give Notice to the Body Corporate of any accident which occurs or arises out of or relates to Common Property.

19.8 No auction sales are to be conducted upon the Common Property without the prior written permission of the Committee.

19.9 The maximum number of people permitted on the roof top level (including the dining and lounge area) at any time for health and safety reasons is 200.

19.10 No corporate events may be held on the roof top level (including the dining and lounge area).

**19.11** Occupiers who intentionally or recklessly cause any fire or other alarm to be set off must pay the costs of the Body Corporate incurred as a result, including any call out charges of the emergency services.

## **20. Use of Recreational Facilities**

20.1 Owners and Occupiers must ensure:

- (a) the Recreational Facilities are only used between 7:00am and 10:00pm and on certain occasions use may be restricted by the Committee in accordance with Committee rules (such as for racedays and other events);
- (b) their Invitees do not use the Recreational Facilities unless the Invitees are accompanied by an Owner or Occupier;
- (c) children below the age of 13 years do not use the Recreational Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (d) the Owner or Occupier and their Invitees exercise caution at all times when using the Recreational Facilities and do not behave in any manner which is likely to interfere with safety or use and enjoyment of the Recreational Facilities by other parties;
- (e) the Owner and Occupier and their Invitees follow all safety measures and directions including without limitation pertaining to the use of pools or other facilities;
- (f) all facilities and cooking appliances and equipment (of any kind) are used in a proper manner (including being turned off and cleaned after use if applicable);
- (g) after any apparatus, furniture or facilities are used, the area or item is left in a clean and tidy state;
- (h) subject to section 181 of the BCCM Act, no animals are brought within the Recreational Facilities;
- (i) the Owner or Occupier and their Invitees are appropriately dressed;
- (j) the Owner or Occupier or their Invitees do not use the Recreational Facilities if it is unsafe to do so (such as during extreme weather events); and
- (k) they report any issues or damage promptly to the Service Contractor.

20.2 The Committee has the power to make rules as to the use of the Recreational Facilities under these By-Laws which may include without limitation:

- (a) restrictions on certain occasions or events (for example racedays, event days, public holidays and New Years' Eve);
- (b) restrictions on the number of users and length of use (including without limitation opening hours); and
- (c) implementing booking systems which may include conditions on use (including without limitation relating to bonds and security, payment for breakages etc.).

## 21. Maintenance of Common Property

21.1 The Body Corporate and Owners acknowledge and agree the following in respect of Common Property:

- (a) **Defects** mean in respect to 'building work' as defined in the *Queensland Building and Construction Commission Act 1991* (Qld) and the *Queensland Building and Construction Commission Regulation 2003* (Qld), any defects or faults in the Common Property due to faulty materials or workmanship as set out in the 'Standards and Tolerances Guide' compiled by the Queensland Building and Construction Commission and in force at the time the building work was completed (**Guide**) excluding normal maintenance, the effects of normal wear and tear, minor shrinkage and minor settlement cracks, anything not considered a defect or defective in the Guide and anything set out in By-Law 21.1(b);
- (b) a matter is not a Defect if:
  - (i) the matter has arisen due to the relevant elements of the Common Property not being maintained in accordance with any warranty requirements and maintenance recommendations;
  - (ii) it relates to materials used in the Common Property (particularly in finishes and fittings) which comprise natural products (such as stone, timber and the like) that:
    - (A) exhibit variations:
      - (I) between different areas of the finished product; or
      - (II) in shade, colour, texture, surface finish, markings, or the like;
    - (B) contain natural fissures, occlusions, lines, indentations or the like;
    - (C) fade, warp, scratch, expand, contract or distort over time whether as a result of exposures to heat, cold, weather or the like or otherwise;
    - (D) mark or stain due to exposure to certain substances or stain over time; or
    - (E) are damaged or disfigured by impact or scratching or other mechanical means; or
  - (iii) it relates to plush (cut) pile carpet installed in the Common Property that undergoes a phenomenon known as 'Permanent Pile Reversal Shading' evident through the appearance of a 'water marking effect' in the carpet due to reversal of the pile direction;
- (c) at the first extraordinary meeting of the Body Corporate, the Original Owner will pass:
  - (i) Defect assessment motion(s) which will set out the process for assessing Defect claims and rectifying Defects; and
  - (ii) a motion to engage a third party contractor to prepare a schedule of maintenance obligations in respect of the Common Property;
- (d) Owners and Occupiers are obliged to report any alleged Defects to the service contractor under the Caretaking Engagement (or otherwise in accordance with any procedure notified by the Body Corporate from time to time);
- (e) the Body Corporate must invite (by at least 7 days' prior notice) and permit the Original Owner and Developer to participate in without prejudice inspections of all matters purported by the Body Corporate to be Defects in Common Property; and
- (f) the Original Owner, Developer and their contractors must be given reasonable access to the Common Property to remedy Defects.

**22. Infectious diseases**

- 22.1 In the event of any infectious diseases which may require notification under any law happening in any Lot or Common Property, an Occupier must give written notice to the Body Corporate and provide such information which the Body Corporate may require.
- 22.2 An Occupier must pay to the Body Corporate the Costs incurred by the Body Corporate of disinfecting the Lot and any part of the Common Property required to be disinfected and to replace any articles or things the destruction of which may be rendered necessary by such disease.
- 22.3 An Occupier must comply with any public health direction in relation to the operation or use of any Recreational Facilities or other part of the Common Property and agrees that the Body Corporate may enforce any such public health direction (including closing or placing restrictions on the use of Recreational Facilities or other parts of the Common Property) and will not be liable to an Occupier as a result. Closure of any Recreational Facilities or other part of the Common Property does not give rise to any variation or reduction in levies unless so resolved by the Body Corporate.

**23. Lot Utility Infrastructure located on Common Property**

- 23.1 Lot Utility Infrastructure may, subject to consent of the Committee, be located on Common Property such as the plant area on the roof top level. No consent is required for Lot Utility Infrastructure which is installed by a Developer.
- 23.2 Owners are responsible for:
- (a) the repair, maintenance and replacement of; and
  - (b) any loss or damage to,
- Lot Utility Infrastructure.
- 23.3 The Body Corporate must allow access to service contractors of Owners to the area of 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.

**24. Supply of Utilities**

- 24.1 This By-Law applies to the supply of any utilities in the Scheme by the Body Corporate, including:
- (a) hot water from a central hot water system;
  - (b) chilled water for air conditioning; and
  - (c) any form of energy.

In this By-Law these are called the **Metered Utilities**. Where a utility is supplied other than on a metered basis (for example, gas), this By-Law applies with any necessary changes to account for the unmetered supply.

- 24.2 The Body Corporate must not supply a Metered Utility to a Lot, and the Owner must not take the Metered Utility from the relevant supply system, unless:
- (a) there is a functioning supply meter to measure the supply of the Metered Utility to the Lot (noting that if the utility is supplied other than on a metered basis (for example, gas) no meter is required); and
  - (b) the Owner and the Body Corporate have entered into an agreement for the supply of the Metered Utility to the Lot (**Supply Agreement**).
- 24.3 A Supply Agreement:
- (a) must comply with all Laws;
  - (b) must require the Owner or Occupier of the Lot to pay the Body Corporate for the supply of the Metered Utility during billing periods determined by the Committee (which must be the same for each Lot);
  - (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 (or if the utility is supplied other than on a metered basis, apportioned on a basis determined by the Committee or supplier, as applicable);
- (d) may require payment of a security deposit determined from time to time by the Committee; and
- (e) must entitle the Body Corporate to cut off the supply of the Metered Utility to a Lot if the Owner or Occupier of the Lot does not pay an account within the payment period specified by the Committee (which must be the same for each Lot).

#### 24.4 The Body Corporate:

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

#### 24.5 A Supply Agreement cannot require a new Owner or Occupier of a Lot to pay arrears owing under a Supply Agreement with a previous Owner or 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.

#### 24.6 An Owner 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 Committee and is carried out by a tradesperson approved by the Committee.

This By-Law does not apply to pipes within an Owners Lot that only service that Lot.

### 25. Security System

#### 25.1 Windows and external doors in Lots must be locked when nobody is in the Lot.

#### 25.2 The Body Corporate may provide a security key and access control system regulating access to and within the Scheme (**Security System**).

#### 25.3 Under the Security System, the keys and access control devices (**Access Devices**) provided for individual Lots will allow access to:

- (a) the Scheme;
- (b) the floor containing the individual Lot to be accessed by the Occupant entitled to access the Lot;
- (c) the car park; and
- (d) some facilities in the Common Property (noting access to some parts of the Common Property may be restricted for safety and operational reasons, including in respect of Recreational Facilities which are subject to booking systems).

#### 25.4 The following rules apply to the Security System:

- (a) the Body Corporate must supply 2 sets of Access Devices to each Owner;



- (b) the Body Corporate need not supply any additional or replacement Access Devices unless the Owner or Occupier pays the costs of those Access Devices;
- (c) the Body Corporate must be notified of any lost Access Devices as soon as possible;
- (d) the Body Corporate must 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 affect the operation of the Security System.

25.5 The 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.

25.6 The Security System may permit access at all times to Lots by any service contractor or others as determined by the Body Corporate to enable windows and external doors to be closed when required, for example, in extreme weather such as high wind situations.

25.7 Any security system (including CCTV or other video surveillance) installed on Common Property is the property of the Body Corporate. The Body Corporate is not liable to any Owner, Occupier or Invitee due to any failure in the operation of the security equipment.

## **26. Restricted Access – Special Rights**

26.1 Except for levels where common access is required for Occupiers to access Recreational Facilities or access ways, each Occupier of a lot on a level of any building within the Scheme will have special rights to the exclusive use, in common with other Occupiers on that level, of the Common Property, lift foyer and access ways on that level.

26.2 Any Security System contemplated under By-Law 25 may be configured to support the special rights granted under this By-Law. The Cost of maintaining the Security System in this regard is payable by the Body Corporate.

26.3 The Body Corporate will be responsible for the cleaning and maintenance of the special rights areas the subject of this By-Law (foyers and access ways on each level) at its Cost.

26.4 The Body Corporate may permit the Body Corporate's employees and contractors access to the relevant foyers and access ways for any purpose determined by the Body Corporate including cleaning and maintenance.

## **27. Exclusive Rights of Caretaker and Letting Agent**

27.1 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.

27.2 While a 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.

27.3 The authorised or engaged party may affix and display on the 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.

27.4 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.



**28. Lease or Licence of Common Property**

- 28.1 The Original Owner may by notice to the Body Corporate direct the Body Corporate to grant a lease or licence over areas of Common Property on such terms and conditions as the Original Owner determines to:
- (a) utility providers or retailers; or
  - (b) parties pursuant to the terms of any easement which benefits or burdens the Scheme Land.
- 28.2 If that happens, the 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 Body Corporate as contemplated by section 174(3) 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;
  - (b) a licence for construction rights pursuant to the terms of an access and services easement burdening the Scheme Land; or
  - (c) a lease in favour of an electricity utility supplier for the keeping of electricity infrastructure.

**29. Display Unit 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 Unit;
- (b) erect or permit signage to be erected within the Scheme (provided this complies with all Laws); and
- (c) carry out promotional and marketing functions from the Common Property (but must minimise the disturbance to Occupiers in doing so).

**30. Carrying out development of Scheme**

- 30.1 A Developer may, at any time, to facilitate the further carrying out of the Scheme, enter upon the Common Property to undertake works on, to or within the Common Property, of any kind required for the further carrying out of the development of the Scheme, including, without limitation:
- (a) excavation and earthworks;
  - (b) construction of improvements generally, temporary or permanent; and
  - (c) construction, modifications and changes necessary to establish utility infrastructure and utility services, whether public or private, and connections thereto.
- 30.2 Without limiting the rights of a Developer under By-Law 30.1, a Developer may, without the consent of the Body Corporate:
- (a) 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;
  - (b) damage the Common Property for the purpose of carrying out the further development, including excavation and earth works;
  - (c) cut holes in walls which are part of the Common Property for access purposes;
  - (d) use Common Property and improvements thereon for support, both temporary and permanent;
  - (e) install and keep rock anchors and underpinning within or on Common Property;
  - (f) build improvements, temporary and permanent, on Common Property;

- (g) allow cranes, scaffolding, hoarding and the like and other building equipment to be placed on or to overhang over Common Property;
- (h) temporarily close off access to areas of Common Property (including for extended periods of time), and including for safety purposes; and
- (i) install and keep signage on the Common Property.

30.3 A Developer may exercise its rights in the company of or through its nominees or agents.

30.4 The Body Corporate is required to grant, amend or surrender any lease or licence as directed by a Developer to give effect to any of the rights of a Developer in this CMS and such grant, variation or surrender may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by section 174(3) of the Accommodation Module. Without limitation, the grant, amendment or surrender of the lease or licence will be granted without compensation being payable by the Developer to the Body Corporate. For example, if directed by the Developer, the Body Corporate must grant a licence to install rock anchors in or use and operate a crane over Common Property.

30.5 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). In particular, they must comply with safety directions and any altered traffic (vehicle and pedestrian) flow directions.

30.6 The 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 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 Scheme.

30.7 The rights of a Developer under this By-Law 30 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 Development Lots.

## **31. Exclusive Use Areas and Assets**

### **31.1 Exclusive use areas**

For this By-Law 31, an exclusive use area is a part of the Common Property or a Body Corporate asset for which exclusive use rights or other special rights are given to the occupier of a Lot.

### **31.2 Rights attach to Lots**

The rights given in this By-Law attach to the relevant Lots.

### **31.3 Specified rights of exclusive use**

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E; and
- (b) may use those exclusive use areas for the purposes specified in Schedule E and if no purpose is specified, for a purpose that is appropriate to the exclusive use area and ancillary to the use of the Lot to which the rights are attached.

### 31.4 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the following parts of the Common Property or Body Corporate assets that are not subject to existing exclusive use rights:
- (i) areas that are constructed as car parks, for use as exclusive use car parks for the benefit of the Lots to which the areas are respectively allocated;
  - (ii) areas that are constructed as storage areas, for use as storage areas for the benefit of the Lot to which the areas are respectively allocated;
  - (iii) areas that are constructed as individual secure bicycle and scooters (and any other personal mobility device of a similar nature) storage, for use as exclusive use bicycle and scooter (and any other personal mobility device of a similar nature) storage for the benefit of the Lots to which the areas are respectively allocated;
  - (iv) areas external to Lots that are constructed as courtyards, forecourts, lift lobbies, terraces, dining areas and similar areas (**External Areas**) that:
    - (A) are adjoining or adjacent to the Lot to which they are allocated; and
    - (B) are able to be exclusively used for one Lot without materially restricting the ability of a person to enter another Lot,and these areas may be used as an extension of the permitted use of Lot for which the exclusive use is granted.
- (b) To make allocations under this By-Law, the Original Owner must give the Body Corporate:
- (i) a written notice that states the Lots for which exclusive use areas are to be allocated and the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
  - (ii) if necessary, a plan showing the relevant exclusive use areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
  - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations under this By-Law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights allocated to a Lot may be revoked by the Original Owner or the Committee of the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this By-Law 31.4 may also be done by the agent of the Original Owner (which for avoidance of doubt may include an agent holding a power of attorney from the Original Owner to do the things under this By-Law that may be done by the Original Owner).

### 31.5 Recording allocations, reallocations and revocations

- (a) If exclusive use areas are allocated or reallocated or an allocation is revoked then:
- (i) the Body Corporate must take all steps required to formalise the authorised allocations and agreed reallocations and revocation of allocations; and
  - (ii) the new community management statement to record allocations and reallocations must show the allocations and reallocations in Schedule E and must specify the particular purpose that applies to the exclusive use area (which is "External Area ancillary to the Lot" for areas allocated under By-Law 31.4(a)(iv)).
- (b) The Lot owners who agree a reallocation are responsible for registering the new community management statement required to record the reallocation (unless the new statement will include other changes) and must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

### 31.6 Other matters about exclusive use areas

- (a) Exclusive use car parks may only be used for parking bicycles and scooters (and any other personal mobility device of a similar nature), registered cars, registered utility vehicles, registered motorcycles, registered four wheel drive vehicles, small registered utility trailers and small watercraft (jet skis and small boats) on registered trailers. Utility trailers and small boats are not to be used for additional storage of domestic items. All vehicles are to be parked in accordance with By-Law 31.6(b).
- (b) A vehicle must not be parked in a car park unless all parts of the vehicle or trailer are within the exclusive use area.
- (c) A person may not install a storage cage within an exclusive use car park or make other improvements to an exclusive use area without prior written consent from the Body Corporate. However, a person whose Lot has the exclusive use of an External Area with a garden may treat that garden as if it were part of the Lot and the plants and other garden items in it the property of the Lot owner.
- (d) A person must not carry out any maintenance or repair work or external cleaning on a bicycle, scooter (and any other personal mobility device of a similar nature), vehicle or trailer while it is in an exclusive use car park. However, emergency repairs are permitted to the extent they are required to make a vehicle or trailer mobile.
- (e) An exclusive use storage area may not be altered, or configured, or goods stored in a way that impedes mechanical ventilation or prejudices fire services in the relevant area.
- (f) The Body Corporate is entitled to pass through an exclusive use car park or storage area where necessary to obtain access to a part of the Common Property.

## 32. RACECOURSE AND ASSOCIATED MATTERS

### 32.1 The Body Corporate and Occupiers acknowledge that:

- (a) the Racecourse is owned and operated by the Original Owner;
- (b) the Racecourse may be used for any purpose permitted by any Authority from time to time or otherwise determined by the Original Owner (or other parties including any successor in title to the Racecourse) including in accordance with the applicable master plan (as amended from time to time) or as a result of other applications (including those which may be impact assessable);
- (c) the Racecourse may be used for racing and non-racing events and functions;
- (d) any further development of the Racecourse may include a mix of uses such as community, retail, residential, industrial and commercial uses;
- (e) the range of uses in the Racecourse may include horse racing and associated facilities, restaurants, hospitality (including catering) and event venues, industrial (including brewing or distilling), commercial offices, markets, supermarket, child care, community and recreational uses, artist spaces and other uses and outlets;
- (f) users may operate outside normal business hours, especially in relation to the use of the racetrack where training activities are undertaken early in the morning and events held on both weekdays and weekends including:
  - (i) at least 50 race meetings per year; and
  - (ii) training and track maintenance from 3:00am up to 7 days per week; and
- (g) the use of the Racecourse may involve significant interference to the quiet use and enjoyment of Occupiers due to noise and light generated from the Racecourse;
- (h) 24 hour public access may be permitted over certain components of the Racecourse such as roadways, driveways, parking areas and thoroughfare areas; and
- (i) easements burden the Scheme Land in favour of the Racecourse for the purposes of access, services, right of way and light and air, which permit (amongst other items), the relevant easement areas to be used in association with the conduct of the Racecourse and other sporting, recreation and entertainment

purposes which may include providing for entertainment to or for the public, service of food and beverages and erecting of temporary fixtures such as marquees, stages and entertainment equipment.

- 32.2 The Body Corporate and Occupiers acknowledge and agree that they must not in any way interfere with the use of the Racecourse or object to the interruption of their quiet use and enjoyment of the Lot or Common Property by members of the public, noise, light, nuisance or other inconvenience which might arise from them as contemplated by this By-Law.

### 33. COUNCIL MANDATED CONDITIONS

The development approval for the Scheme requires either that 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 in this Part.

*[Note: At the time of preparation of this draft Community Management Statement, the Seller and Developer may not yet have obtained all approvals required for the Scheme. Set out below are conditions that the Seller and Developer are already aware of or anticipate may be required to be including in this Community Management Statement or otherwise brought to the attention of the Buyer. The Seller and Developer, in order to comply with or to correctly bring to the attention of the Buyer to the conditions of any approval once obtained, may make variations to the conditions below. If this occurs, those matters will be included here and the Seller and Developer may vary this Proposed CMS and give the Buyer a further statement under section 214 of the Body Corporate and Community Management Act 1997 (Qld) regarding the variations. The Seller and Developer directs the attention of the Buyer to the Contract Terms in this regard.]*

CONDITION	
1. (83.)	<b>Car Parking</b>  The car parking within the premises must be maintained exclusively for the ancillary use of the development. The parking must not be made available to the general public and there must not be signage erected on or in the vicinity of the site advertising the availability of car parking to the general public.
2. (84.)	<b>Maintain the Approved Development</b>  Maintain the approved development in accordance with the approved DRAWINGS AND DOCUMENTS, and any other relevant Council approval required by the conditions.
13. (96.)	<b>Balconies/Verandahs/Terraces</b>  All balconies/verandahs/terraces must remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures (excluding screening required by the development approval).  Note: Any Community Management Statement that may apply to this approval must contain a by-law which reflects the requirements of this condition.
14. (97.)	<b>Screening of air conditioning and other plant enclosures</b>  Install and maintain suitable screening to all air conditioning, lift motor rooms, plant and service facilities located at the top of or on the external face of the building and within Private Open Spaces. The screening structures must be constructed from materials that are consistent with the materials used elsewhere on the façade of the building. There must be no individual external air conditioning units.
15. (98.)	<b>Sun Shading Devices</b>  Provide sun shading in accordance with the approved DRAWINGS AND DOCUMENTS.
16. (99.)	<b>Screening</b>

CONDITION	
	<p>Provide suitable privacy screening to windows of habitable rooms, balconies, landings, terraces and decks of the proposed dwelling(s) in accordance with the approved DRAWINGS AND DOCUMENTS.</p> <p>Suitable screening options must be:</p> <p>For windows:</p> <ul style="list-style-type: none"> <li>- Sill heights of 1.5m above floor level; or</li> <li>- Fixed obscure glazing in any part of the window below 1.5m above floor level; or</li> <li>- Fixed external screens to any part of the window below 1.5m above floor level; or</li> <li>- Fencing to a minimum 1.8m above ground floor level (only applies to overlooking from windows at ground floor level).</li> </ul> <p>For balconies, landings, terraces and decks:</p> <ul style="list-style-type: none"> <li>- Fixed screening from floor level to a height of 1.5m above floor level as shown on the approved DRAWINGS AND DOCUMENTS.</li> </ul> <p>Note: Screening devices must be either solid translucent screens, perforated or slatted panels, or fixed louvres that are permanent, be durable and fixed. Screening devices must have a maximum of 25% openings, with a maximum opening of 50mm.</p>
22. (105.)	<p><b>Buildings in Transport Noise Corridors – Acoustic Treatments (Council Roads)</b></p> <p>Design and construct the development in accordance with the provisions of the Queensland Development Code MP4.4.</p>
25. (108.)	<p><b>Air Conditioning to Noise Affected Rooms</b></p> <p>Airconditioning/ mechanical ventilation must be provided to all noise affected rooms in the Transport Noise Corridor – Railway Corridor, as windows and doors are required to remain closed to maintain acceptable indoor noise levels.</p>
44. (127.)	<p><b>Refuse Collection – On-Site</b></p> <p>Provide for the installation and collection of refuse/recycling bins by Brisbane City Council's Waste and Resource Recovery Services or a private waste contractor.</p> <p><b>44(a) Arrange Refuse Collection</b></p> <p>Arrange for the installation of refuse/recycling bins and for the subsequent collection of refuse including recycling from the site by Brisbane City Council's Waste and Resource Recovery Services or a private waste contractor.</p> <p><b>44(b) Notify Future Owner</b></p> <p>Where Council is engaged as the waste contractor, the owner must notify any future owner/body corporate that the development has been approved on the basis that an indemnity must be provide for refuse collection vehicles to enter the property.</p> <p><b>44(c) Indemnify Council</b></p> <p>The owner and any subsequent owner must, by approved form to Waste and Resource Recovery Services, indemnify Council and its agents in respect of any damage to the pavement and other driving surfaces.</p>



CONDITION	
48.  (131.)	<p><b>48) Stormwater Quality</b></p> <p>Manage stormwater quality in accordance with this condition.</p> <p><b>48(a) Implement Stormwater Quality Management</b></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><b>48(b) Water Quality Maintenance Management Plan</b></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><b>48(c) Submit Certification</b></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><b>48(d) Maintain Management Plans</b></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>
52.  (135.)	<p><b>Construct Private Internal Fire Main and Hydrant(s)</b></p> <p>Construct a private internal water main with fire hydrant(s) 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 Urban Utilities (UU) hydrant.</p> <p>The main is to be designed and constructed in accordance with the current version of the 'Fire 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.</p> <p>Where the unassisted water supply cannot meet the flow &amp; pressure requirements of the GuRCIL, the design &amp; 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 &amp; installation of the Fire Hydrant System is to be in accordance with the current version of AS2419.</p>

CONDITION	
	<p>The private main shall be supplied from a Urban Utilities (UU) water service and meter. This water service requirement is to be included in the development's Water Approval.</p> <p><b>52(a) Access and Ownership of Main</b></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 UU 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 UU 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><b>52(b) Submit Hydraulic Plan</b></p> <p>Submit detailed hydraulic plans to and obtain Compliance Permit from Plumbing Services for regulated work (Plumbing and Drainage Installation) under the Plumbing and Drainage Act 2018.</p> <p><b>52(c) Implement Approved Plans</b></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><b>52(d) Notify Future Owners</b></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>



<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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**Statutory Easements**

Lots affected by statutory easements are as follows:

Lot on Plan or Common Property	Statutory Easement
Lots 30101-30105, 30201-30205, 30301-30311, 30401-30411, 30501-30511, 30601-30611, 30701- <del>30705</del> , <del>30707</del> -30711, 30801- <del>30811</del> <del>30810</del> , 30901-30911, 31001, <del>31002</del> , <del>31004</del> -31011, 31101-31106, 31201-31206 and 31301-31306 on SP326606 and Common Property	Support
Lots 30101-30105, 30201-30205, 30301-30311, 30401-30411, 30501-30511, 30601-30611, 30701- <del>30705</del> , <del>30707</del> -30711, 30801- <del>30811</del> <del>30810</del> , 30901-30911, 31001, <del>31002</del> , <del>31004</del> -31011, 31101-31106, 31201-31206 and 31301-31306 on SP326606 and Common Property	Utility Services and Utility Infrastructure
Lots 30101-30105, 30201-30205, 30301-30311, 30401-30411, 30501-30511, 30601-30611, 30701- <del>30705</del> , <del>30707</del> -30711, 30801- <del>30811</del> <del>30810</del> , 30901-30911, 31001, <del>31002</del> , <del>31004</del> -31011, 31101-31106, 31201-31206 and 31301-31306 on SP326606 and Common Property	Shelter
-	Projections
-	Maintenance of building close to boundary

**Services Location Diagram**

The location of the current service easements are as follows:

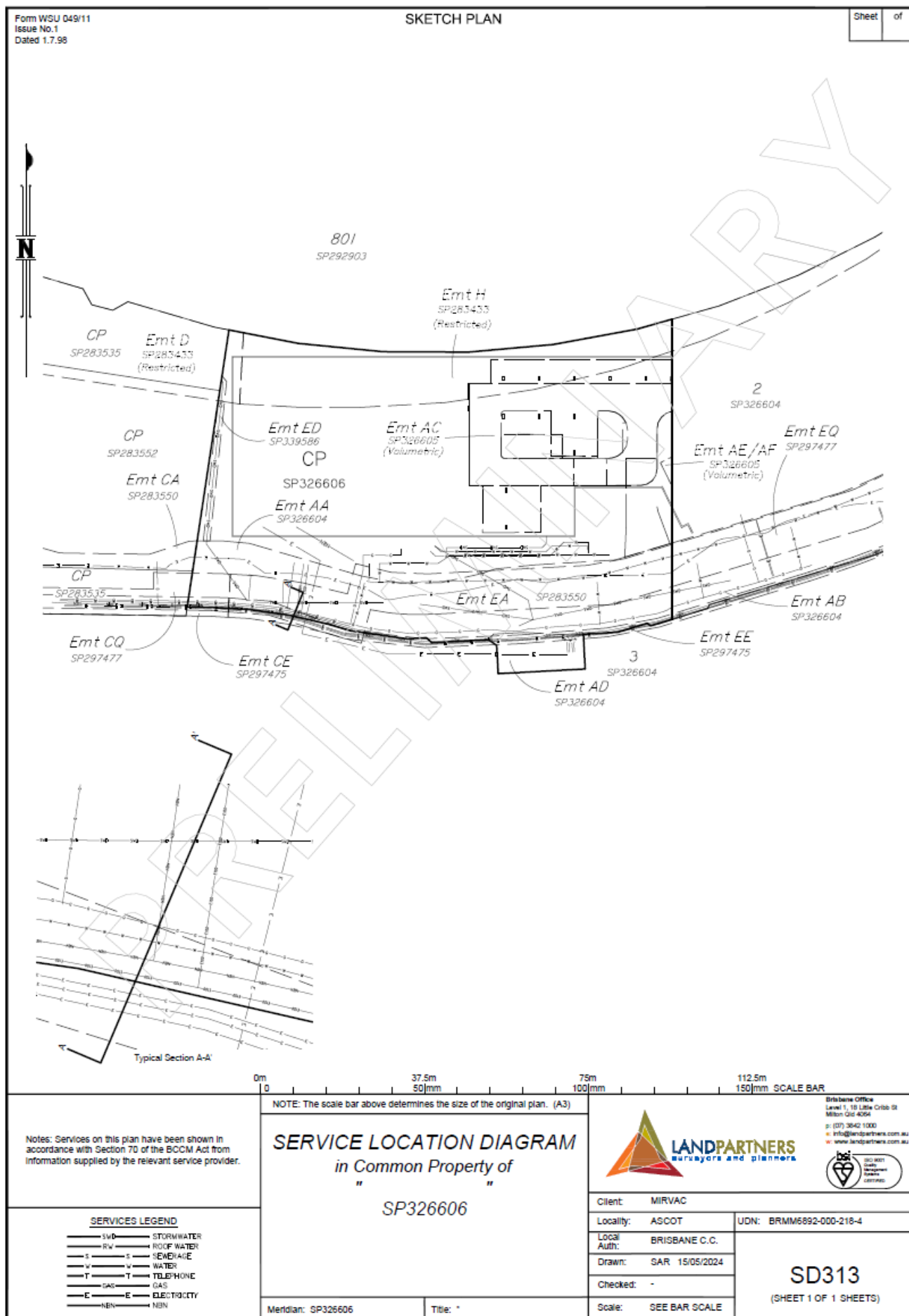
Lot on Plan or Common Property affected	Service Easement	Service Location Diagram
Common Property	Stormwater, roof water, sewerage, water, data/telephone, gas, electricity, NBN	SD313

[Note: At the time of preparation of this draft Community Management Statement, the proposed location of services may not be known. The Services Location Diagram and the table above will be finalised once the location of services are known. A further statement may be given under section 214 of the Body Corporate and Community Management Act 1997 (Qld) outlining the changes to be made to this Community Management Statement at the time the location of the services becomes known or at some other time as determined by the Seller or Developer. The Buyer under the Contract Terms has represented to the Seller and the Developer that the Buyer agrees that the section 213 Statement is substantially complete notwithstanding that the type and location of the services easements are not known and/or not disclosed.]

**Water Quality Maintenance Plan**

The Water Quality Maintenance Plan is annexed to this CMS.

[Note: At the time of preparation of this draft Community Management Statement, the Seller and Developer may not yet have obtained approval for the Water Quality Maintenance Plan. The Water Quality Maintenance Plan will be finalised prior to registration of this Community Management Statement. A further statement may be given under section 214 of the Body Corporate and Community Management Act 1997 (Qld). The Buyer under the Contract Terms has represented to the Seller and the Developer that the Buyer agrees that the section 213 Statement is substantially complete notwithstanding that the Water Quality Maintenance Plan is not disclosed.]



<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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*[Note: At the time of preparation of this draft Community Management Statement, the Seller and Developer may not have determined all allocations of exclusive use area. The Seller and Developer may make additional allocations at any time, including before the Scheme is established or after the Scheme is established in accordance with the By-Laws..]*

Lot on Plan	By-Law 31 - Exclusive Use Area on Plan attached marked "A"	Purpose
Lot 30101 on SP326606	CP234, CP235, CP236	Car parking
Lot 30102 on SP326606	CP230, CP231	Car parking
Lot 30103 on SP326606	CP228, CP229	Car parking
Lot 30104 on SP326606	CP226, CP227	Car parking
Lot 30105 on SP326606	-	-
Lot 30201 on SP326606	CP96	Car parking
Lot 30202 on SP326606	CP62	Car parking
Lot 30203 on SP326606	CP114	Car parking
Lot 30204 on SP326606	CP105	Car parking
Lot 30205 on SP326606	CP45	Car parking
Lot 30301 on SP326606	CP97	Car parking
Lot 30302 on SP326606	CP63	Car parking
Lot 30303 on SP326606	CP115	Car parking
Lot 30304 on SP326606	CP106	Car parking
Lot 30305 on SP326606	CP182, CP183	Car parking
Lot 30306 on SP326606	CP41, CP42	Car parking
Lot 30307 on SP326606	CP15, CP16	Car parking
Lot 30308 on SP326606	CP212, CP213	Car parking
Lot 30309 on SP326606	CP60, CP61	Car parking
Lot 30310 on SP326606	CP58, CP59	Car parking
Lot 30311 on SP326606	CP73	Car parking
Lot 30401 on SP326606	CP98	Car parking
Lot 30402 on SP326606	CP64	Car parking
Lot 30403 on SP326606	CP71	Car parking
Lot 30404 on SP326606	CP107	Car parking
Lot 30405 on SP326606	CP184, CP185	Car parking
Lot 30406 on SP326606	CP39, CP40	Car parking

<b>Lot on Plan</b>	<b>By-Law 31 - Exclusive Use Area on Plan attached marked "A"</b>	<b>Purpose</b>
Lot 30407 on SP326606	CP17, CP18	Car parking
Lot 30408 on SP326606	CP214, CP215	Car parking
Lot 30409 on SP326606	CP1, CP2	Car parking
Lot 30410 on SP326606	CP56, CP57	Car parking
Lot 30411 on SP326606	CP74	Car parking
Lot 30501 on SP326606	CP99	Car parking
Lot 30502 on SP326606	CP65	Car parking
Lot 30503 on SP326606	CP72	Car parking
Lot 30504 on SP326606	CP108	Car parking
Lot 30505 on SP326606	CP186, CP187	Car parking
Lot 30506 on SP326606	CP37, CP38	Car parking
Lot 30507 on SP326606	CP19, CP20	Car parking
Lot 30508 on SP326606	CP216, CP217	Car parking
Lot 30509 on SP326606	CP3, CP4	Car parking
Lot 30510 on SP326606	CP54, CP55	Car parking
Lot 30511 on SP326606	CP75	Car parking
Lot 30601 on SP326606	CP100	Car parking
Lot 30602 on SP326606	CP66	Car parking
Lot 30603 on SP326606	CP91	Car parking
Lot 30604 on SP326606	CP109	Car parking
Lot 30605 on SP326606	CP198, CP199	Car parking
Lot 30606 on SP326606	CP35, CP36	Car parking
Lot 30607 on SP326606	CP21, CP22	Car parking
Lot 30608 on SP326606	CP218, CP219	Car parking
Lot 30609 on SP326606	CP5, CP6	Car parking
Lot 30610 on SP326606	CP52, CP53	Car parking
Lot 30611 on SP326606	CP76	Car parking
Lot 30701 on SP326606	CP101	Car parking
Lot 30702 on SP326606	CP67	Car parking
Lot 30703 on SP326606	CP92	Car parking
Lot 30704 on SP326606	CP110	Car parking

Lot on Plan	By-Law 31 - Exclusive Use Area on Plan attached marked "A"	Purpose
Lot 30705 on SP326606	CP196, CP197, <a href="#">CP33, CP34</a>	Car parking
<del>Lot 30706 on SP326606</del>	<del>CP33, CP34</del>	<del>Car parking</del>
Lot 30707 on SP326606	CP23, CP24	Car parking
Lot 30708 on SP326606	CP220, CP221	Car parking
Lot 30709 on SP326606	CP7, CP8	Car parking
Lot 30710 on SP326606	CP50, CP51	Car parking
Lot 30711 on SP326606	CP77	Car parking
Lot 30801 on SP326606	CP102	Car parking
Lot 30802 on SP326606	CP68	Car parking
Lot 30803 on SP326606	CP93	Car parking
Lot 30804 on SP326606	CP111	Car parking
Lot 30805 on SP326606	CP208, CP209	Car parking
Lot 30806 on SP326606	CP31, CP32	Car parking
Lot 30807 on SP326606	CP25, CP26	Car parking
Lot 30808 on SP326606	CP222, CP223	Car parking
Lot 30809 on SP326606	CP9, CP10	Car parking
Lot 30810 on SP326606	CP48, CP49, <a href="#">CP78</a>	Car parking
<del>Lot 30811 on SP326606</del>	<del>CP78</del>	<del>Car parking</del>
Lot 30901 on SP326606	CP103	Car parking
Lot 30902 on SP326606	CP69	Car parking
Lot 30903 on SP326606	CP94	Car parking
Lot 30904 on SP326606	CP112	Car parking
Lot 30905 on SP326606	CP210, CP211	Car parking
Lot 30906 on SP326606	CP152, CP153	Car parking
Lot 30907 on SP326606	CP27, CP28	Car parking
Lot 30908 on SP326606	CP224, CP225	Car parking
Lot 30909 on SP326606	CP11, CP12	Car parking
Lot 30910 on SP326606	CP46, CP47	Car parking
Lot 30911 on SP326606	CP79	Car parking
Lot 31001 on SP326606	CP104	Car parking
Lot 31002 on SP326606	CP70, <a href="#">CP95</a>	Car parking

Lot on Plan	By-Law 31 - Exclusive Use Area on Plan attached marked "A"	Purpose
<del>Lot 31003 on SP326606</del>	<del>CP95</del>	<del>Car parking</del>
Lot 31004 on SP326606	CP113	Car parking
Lot 31005 on SP326606	CP43, CP44	Car parking
Lot 31006 on SP326606	CP148, CP149	Car parking
Lot 31007 on SP326606	CP29, CP30	Car parking
Lot 31008 on SP326606	CP174, CP175	Car parking
Lot 31009 on SP326606	CP13, CP14	Car parking
Lot 31010 on SP326606	CP188, CP189	Car parking
Lot 31011 on SP326606	CP181	Car parking
Lot 31101 on SP326606	CP131, CP132	Car parking
Lot 31102 on SP326606	CP137, CP138	Car parking
Lot 31103 on SP326606	CP178, CP179, CP180	Car parking
Lot 31104 on SP326606	CP190, CP191	Car parking
Lot 31105 on SP326606	CP176, CP177	Car parking
Lot 31106 on SP326606	CP173, CP143, CP144	Car parking
Lot 31201 on SP326606	<del>CP133, CP134</del> <u>CP141, CP142</u>	Car parking
Lot 31202 on SP326606	CP139, CP140	Car parking
Lot 31203 on SP326606	<del>CP145, CP146, CP147</del> <u>CP164, CP165, CP166</u>	Car parking
Lot 31204 on SP326606	CP192, CP193	Car parking
Lot 31205 on SP326606	CP171, CP172	Car parking
Lot 31206 on SP326606	CP167, CP150, CP151	Car parking
Lot 31301 on SP326606	CP135, CP136	Car parking
Lot 31302 on SP326606	<del>CP141, CP142</del> <u>CP133, CP134</u>	Car parking
Lot 31303 on SP326606	CP168, CP169, CP170	Car parking
Lot 31304 on SP326606	CP194, CP195	Car parking
Lot 31305 on SP326606	CP232, CP233	Car parking
Lot 31306 on SP326606	<del>CP164, CP165, CP166</del> <u>CP145, CP146, CP147</u>	Car parking



**LEVEL A (BASEMENT 2)**

**CP SP326606**

**Plan of Exclusive Use Areas in Common Property on Basement 2, Basement 1 & Ground Floor**

**CP SP326606**

**Scale Bar:** 0m, 30m, 60m, 120m, 150m

**North Arrow:** N

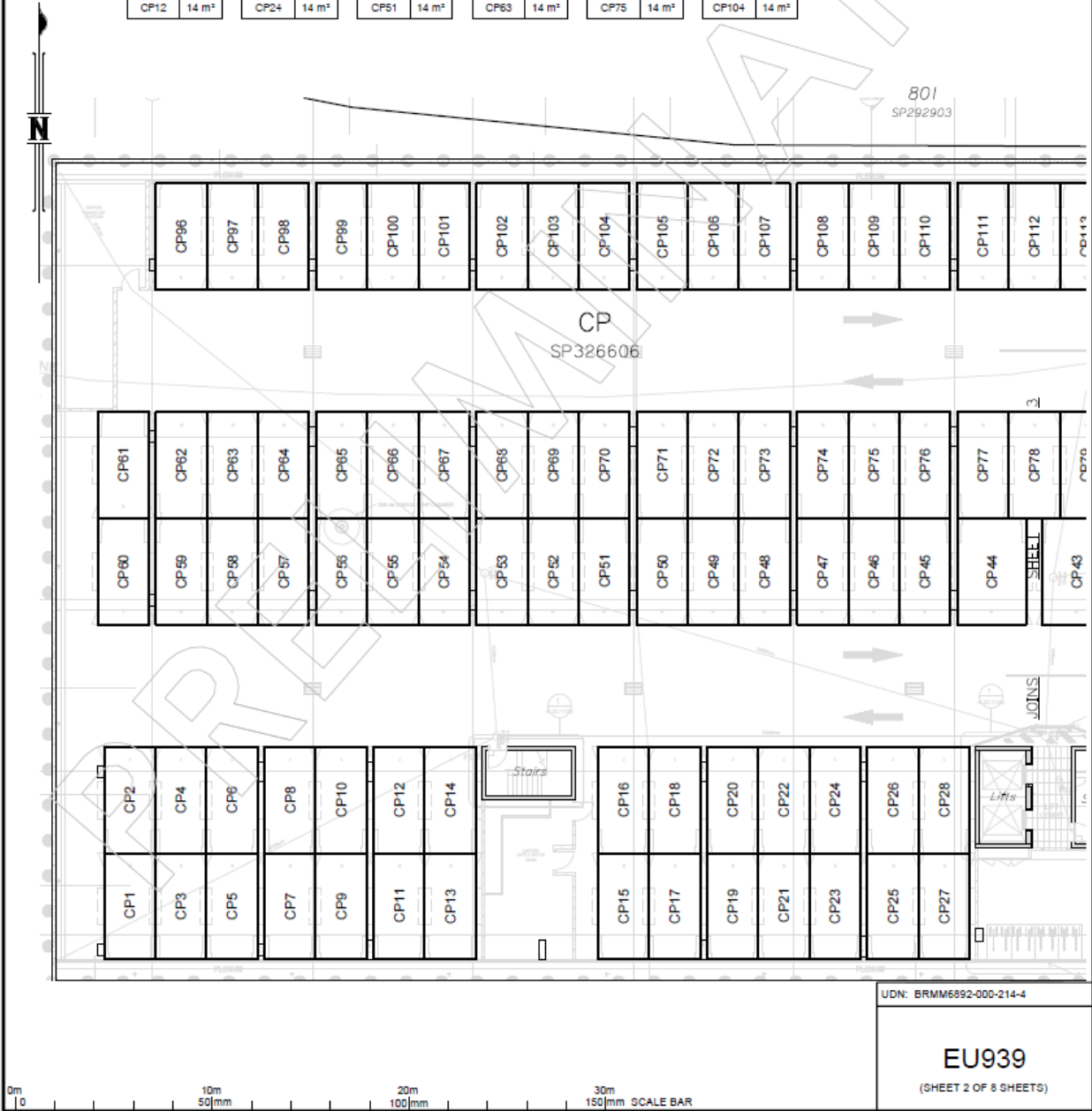
**Rooms and Areas:**

- CP1 - CP115:** Common Property rooms, including CP1-CP10, CP11-CP20, CP21-CP30, CP31-CP40, CP41-CP50, CP51-CP60, CP61-CP70, CP71-CP80, CP81-CP90, CP91-CP100, CP101-CP110, CP111-CP115.
- Emit A - Emit H:** Exclusive Use Areas, including Emit A (SP326604), Emit B (SP326604), Emit C (SP326604), Emit D (SP326604), Emit E (SP326604), Emit F (SP326604), Emit G (SP326604), Emit H (SP326604).

"A"

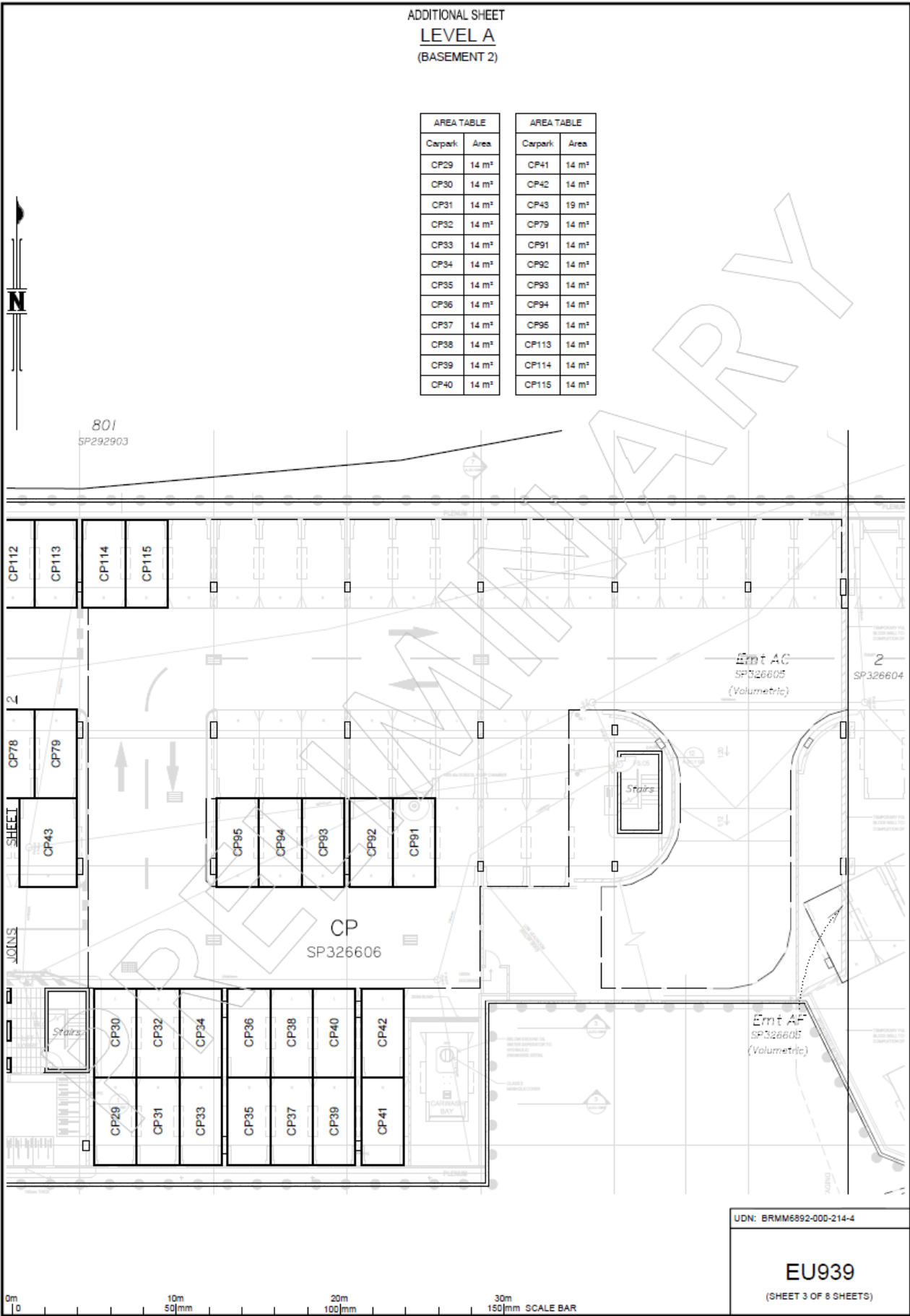
ADDITIONAL SHEET  
LEVEL A  
(BASEMENT 2)

AREA TABLE		AREA TABLE		AREA TABLE		AREA TABLE		AREA TABLE		AREA TABLE		AREA TABLE	
Carpark	Area	Carpark	Area	Carpark	Area	Carpark	Area	Carpark	Area	Carpark	Area	Carpark	Area
CP1	14 m²	CP13	14 m²	CP25	14 m²	CP52	14 m²	CP64	14 m²	CP76	14 m²	CP105	14 m²
CP2	14 m²	CP14	14 m²	CP26	14 m²	CP53	14 m²	CP65	14 m²	CP77	14 m²	CP106	14 m²
CP3	14 m²	CP15	14 m²	CP27	14 m²	CP54	14 m²	CP66	14 m²	CP78	14 m²	CP107	14 m²
CP4	14 m²	CP16	14 m²	CP28	14 m²	CP55	14 m²	CP67	14 m²	CP96	14 m²	CP108	14 m²
CP5	14 m²	CP17	14 m²	CP44	19 m²	CP56	14 m²	CP68	14 m²	CP97	14 m²	CP109	14 m²
CP6	14 m²	CP18	14 m²	CP45	14 m²	CP57	14 m²	CP69	14 m²	CP98	14 m²	CP110	14 m²
CP7	14 m²	CP19	14 m²	CP46	14 m²	CP58	14 m²	CP70	14 m²	CP99	14 m²	CP111	14 m²
CP8	14 m²	CP20	14 m²	CP47	14 m²	CP59	14 m²	CP71	14 m²	CP100	14 m²	CP112	14 m²
CP9	14 m²	CP21	14 m²	CP48	14 m²	CP60	14 m²	CP72	14 m²	CP101	14 m²		
CP10	14 m²	CP22	14 m²	CP49	14 m²	CP61	14 m²	CP73	14 m²	CP102	14 m²		
CP11	14 m²	CP23	14 m²	CP50	14 m²	CP62	14 m²	CP74	14 m²	CP103	14 m²		
CP12	14 m²	CP24	14 m²	CP51	14 m²	CP63	14 m²	CP75	14 m²	CP104	14 m²		





"A"



ADDITIONAL SHEET



"A"

ADDITIONAL SHEET  
LEVEL B  
(BASEMENT 1)

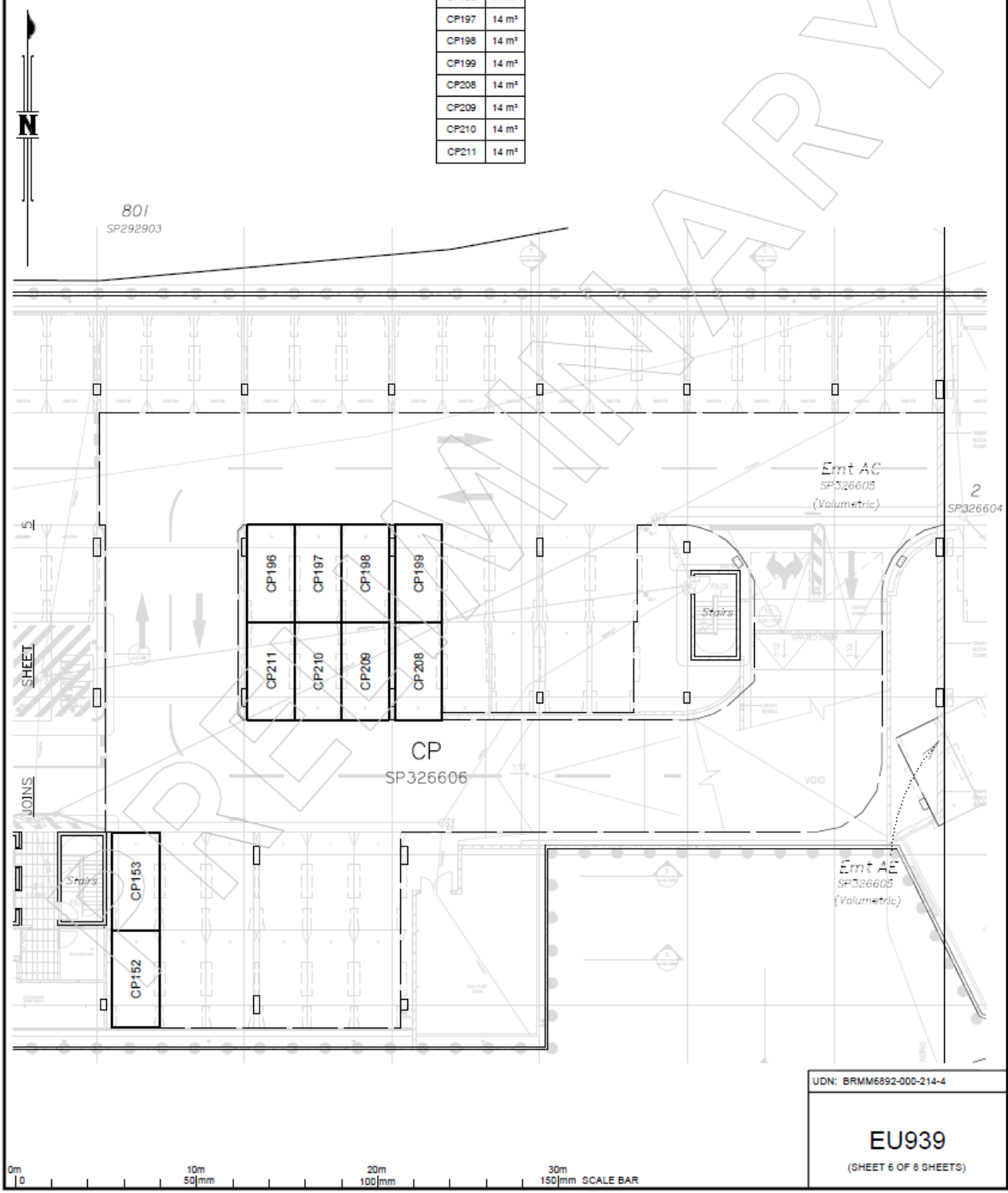
AREA TABLE		AREA TABLE		AREA TABLE		AREA TABLE		AREA TABLE		AREA TABLE	
Carpark	Area	Carpark	Area	Carpark	Area	Carpark	Area	Carpark	Area	Carpark	Area
CP131	14 m²	CP143	14 m²	CP167	14 m²	CP179	14 m²	CP191	14 m²	CP219	14 m²
CP132	14 m²	CP144	14 m²	CP168	14 m²	CP180	14 m²	CP192	14 m²	CP220	14 m²
CP133	14 m²	CP145	14 m²	CP169	14 m²	CP181	14 m²	CP193	14 m²	CP221	14 m²
CP134	14 m²	CP146	14 m²	CP170	14 m²	CP182	14 m²	CP194	14 m²	CP222	14 m²
CP135	14 m²	CP147	14 m²	CP171	14 m²	CP183	14 m²	CP195	14 m²	CP223	14 m²
CP136	14 m²	CP148	14 m²	CP172	14 m²	CP184	14 m²	CP212	14 m²	CP224	14 m²
CP137	14 m²	CP149	14 m²	CP173	14 m²	CP185	14 m²	CP213	14 m²	CP225	14 m²
CP138	14 m²	CP150	14 m²	CP174	14 m²	CP186	14 m²	CP214	14 m²		
CP139	14 m²	CP151	14 m²	CP175	14 m²	CP187	14 m²	CP215	14 m²		
CP140	14 m²	CP164	14 m²	CP176	14 m²	CP188	14 m²	CP216	14 m²		
CP141	14 m²	CP165	14 m²	CP177	14 m²	CP189	14 m²	CP217	14 m²		
CP142	14 m²	CP166	14 m²	CP178	14 m²	CP190	14 m²	CP218	14 m²		



"A"

ADDITIONAL SHEET  
LEVEL B  
(BASEMENT 1)

AREA TABLE	
Carpark	Area
CP152	14 m²
CP153	14 m²
CP196	14 m²
CP197	14 m²
CP198	14 m²
CP199	14 m²
CP208	14 m²
CP209	14 m²
CP210	14 m²
CP211	14 m²



UDN: BRMM6892-000-214-4  
**EU939**  
(SHEET 6 OF 8 SHEETS)

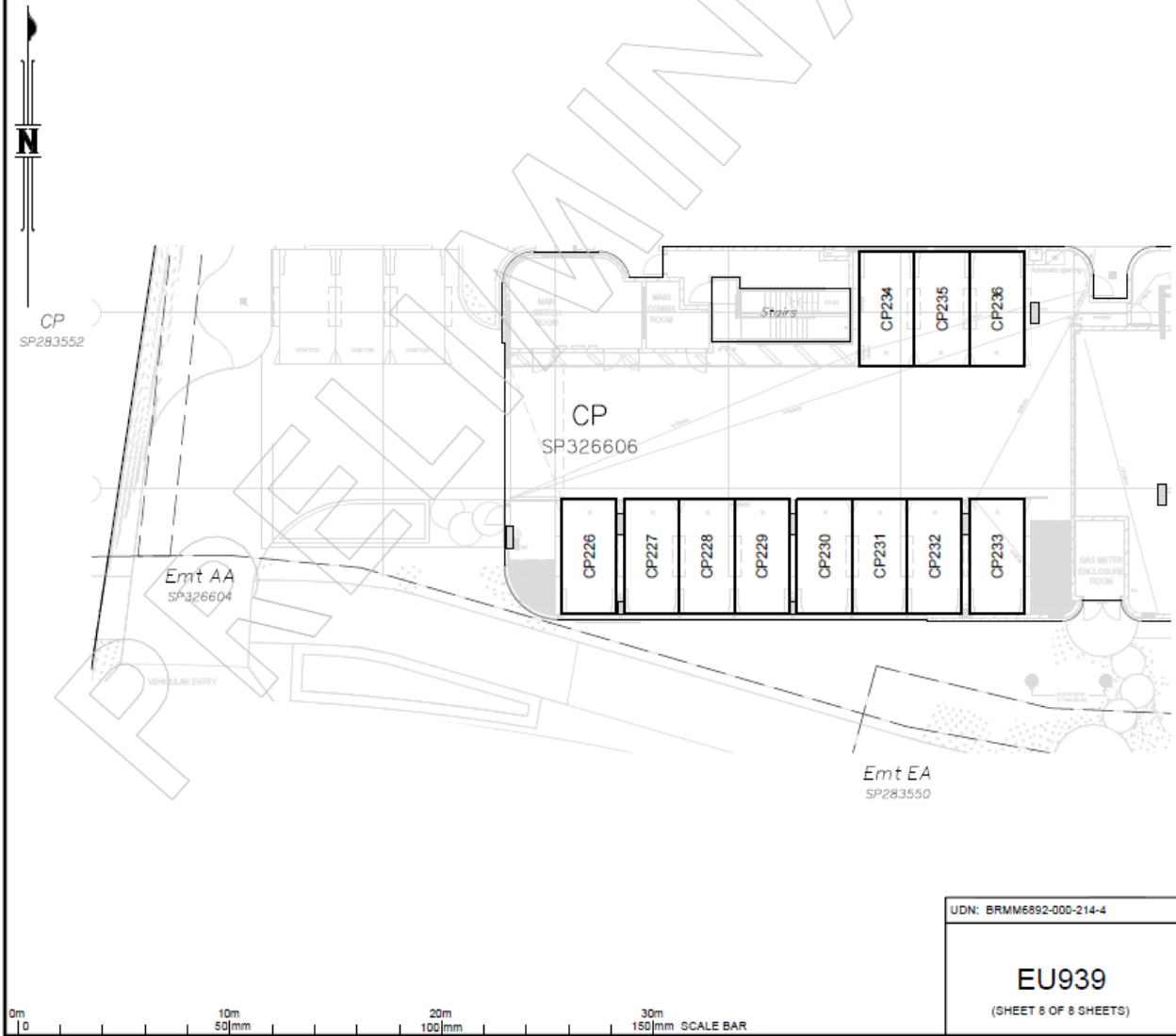
ADDITIONAL SHEET



"A"

ADDITIONAL SHEET  
**LEVEL C**  
(GROUND FLOOR)

AREA TABLE	
Carpark	Area
CP226	14 m²
CP227	14 m²
CP228	14 m²
CP229	14 m²
CP230	14 m²
CP231	14 m²
CP232	14 m²
CP233	14 m²
CP234	14 m²
CP235	14 m²
CP236	14 m²



## Water Quality Maintenance Plan

[To be annexed once approved]

## Body corporate agreements

Copies of the amended agreements follow this page.



# Proposed Caretaking and Letting Agreement

(follows this page)

# Caretaking and Letting Agreement

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Body Corporate for Charlton House and O'Connell  
House Community Titles Scheme no. [**CTS number**]  
Brisbane Racing Club Limited ACN 133 679 786

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# Caretaking and Letting Agreement

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# Details

Date

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## Parties

Name	<b>Body Corporate for Charlton House and O'Connell House Community Titles Scheme no. [CTS number]</b>
Short form name	<b>Body Corporate</b>
Notice details	c/- SSKB Body Corporate Management, Level 6, 270 Adelaide Street, Brisbane QLD 4000

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Name	<b>Brisbane Racing Club Limited ACN 133 679 786</b>
Short form name	<b>Manager</b>
Notice details	230 Lancaster Road, Ascot QLD 4007

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## Background

- A The Act:
- (i) places on the Body Corporate a responsibility to manage and maintain the Common Property; and
  - (ii) enables the Body Corporate to authorise a party to conduct a Letting Agent's Business.
- B The Body Corporate has resolved to:
- (i) engage the Manager to perform various management, maintenance and other services; and
  - (ii) authorise the Manager to conduct a Letting Agent's Business for the Scheme.
- C The Manager has agreed to accept the engagement and authorisation.
- 

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

# Agreed terms

## 1. Dictionary

The following words and expressions have the following meanings:

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

**Agreement** means this agreement and any schedule or annexures of it.

**Alternate Manager** means the alternate manager appointed under clause 8.3.

**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 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.

**Deed of Covenant** means the deed required by Section 116(2)(b) of the Act, a copy of which is attached to this Agreement and marked Annexure A.

**Developer** means Mirvac Queensland Pty Limited ACN 060 411 207.

**Duties** means the general duties and specific duties set out in the Schedule 2.

**Easements** means all easements which affect the Scheme.

**End Date** means **[DD/MM/20YY]**.

**GST** means goods and services tax.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999*.

**Letting Agent's Business** means the business:

- (a) of acting as the agent of Owners who choose to use the Manager'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 Manager at its discretion.

**Manager's Unit** means the unit, if any, that the Manager notifies the Body Corporate from time to time is to be used as the Manager's unit in accordance with this Agreement.

**Original Owner** means Brisbane Racing Club Limited ACN 133 679 786.

**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:

- (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 Committee under the clause titled 'Body Corporate Representative'.

**RG140** means ASIC Regulatory Guide 140 about Strata Schemes, as amended from time to time and any ASIC Regulatory Guide that replaces or augments it.

**Scheme** means Charlton House and O'Connell House 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 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) a reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form; and
  - (p) 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. Engagement & authorisation

- 3.1 The Body Corporate, for the period of the Term, from the Start Date to the End Date:
- (a) engages the Manager to perform the Duties; and
  - (b) authorises the Manager to conduct a Letting Agent's Business.
- 3.2 The Manager accepts the engagement and authorisation contained in clause 3.1 and agrees that it will perform the Duties and conduct the Letting Agent's Business during the Term.
- 3.3 The parties agree that this Agreement is a combined engagement and authorisation for the purposes of Section 117 of the Act.
- 3.4 If the Manager holds the necessary licences to do so, the Body Corporate also authorises the Manager to provide services for the sale of lots in the Scheme if the Manager holds the necessary licences to do so.

## 4. No serviced apartment operation

4.1 The Manager represents to the Body Corporate that:

- (a) the Manager will not conduct a serviced apartment operation for the Scheme;
- (b) the Manager accepts that Owners are not obliged to make their lots available to the Manager for the purposes of the Letting Agent's Business;
- (c) if an Owner elects to use the letting services of the Manager, the lot will not be made available for letting on an overnight or short term basis and that any letting must be for a period of at least 90 days;
- (d) there will be no agreement, arrangement, obligation or understanding between the Manager and any Owner that their lot will be let on a rotational or other basis, it being accepted that a prospective tenant will have the right to select a particular lot for letting and may have a preference for a particular lot;
- (e) in carrying out the Letting Agent's Business, there will be no fixed, indexed or guaranteed return payable and there will be no pooling of rental income between lots, it being accepted that the return to Owners will simply be the rent that is able to be secured from the prospective tenant for a particular lot, which will depend upon, amongst other things, the market forces of supply and demand; and
- (f) any letting agreement entered into between an Owner and the Manager will be able to be terminated by the Owner on not more than 90 days' notice.

4.2 The Manager must not conduct, carry on or promote an arrangement using the lots included in the Scheme which is a strata scheme operation for the purposes of RG140.

## 5. Remuneration

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

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

## 6. GST

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

- (a) the Body Corporate must pay to the Manager, 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 Manager must give to the Body Corporate a compliant tax invoice in respect of each payment of the Remuneration.

## 7. Defects management

7.1 The Manager must, for the first year after the Start Date:

- (a) administer a register of defects in the Common Property in the form reasonably required by the Body Corporate including status of rectification;
- (b) manage access for contractors to the Scheme to rectify any defects; and
- (c) liaise with the Original Owner, the builder of the Scheme and any other third party to manage the rectification of any defects.

7.2 For the performance by the Manager of the additional duties in clause 7.1, the Body Corporate must pay the Manager (or a party nominated by the Manager) the sum of \$6,000 plus GST (**Defect Management Payment**).



- 7.3 The Defect Management Payment is payable:
- (a) in 12 equal monthly instalments, payable on the same day as the Remuneration and commencing on the same day as the first payment of the Remuneration; and
  - (b) in addition to the Remuneration.
- 7.4 If the Body Corporate elects to carry out a further defect assessment by resolution at the second annual general meeting of the Body Corporate, this clause will continue to apply in respect of that defect assessment process and the Body Corporate must pay to the Manager an additional Defect Management Payment.
- 7.5 The obligations of the Manager under this clause 7 do not extend to identification of defects as that is work of a specialist nature.

## 8. Staff & Alternate Manager

- 8.1 Where the Manager is a company, the Manager must:
- (a) ensure an adequate number of its officers, employees, servants or agents are available to perform the Duties and conduct the Letting Agent's Business; and
  - (b) appoint a person to give instructions to and to communicate with the Body Corporate and the Representative on behalf of the Manager.
- 8.2 Subject to sub-clause 8.3, if the Manager is a natural person, the Duties will be performed, and the Letting Agent's Business conducted, by the Manager personally or under the supervision of the Manager by assistants or employees of the Manager.
- 8.3 The Manager may, if a natural person, appoint, for periods of up to three months in total in any 12 month period, a person to act as Manager under this Agreement ('the **Alternate Manager**') from time to time. The Alternate Manager must be of good character and capable of performing the Duties and conducting the Letting Agent's Business.
- 8.4 The Manager is responsible for any remuneration payable to an Alternate Manager. The Manager is at all times responsible for ensuring that the Alternate Manager performs the Duties and conducts the Letting Agent's Business.
- 8.5 If the Manager is the Original Owner, the Developer or a related entity of them, the Manager may subcontract the performance of the Duties and the conduct a Letting Agent's Business, in which case, the sub-contractor may deal directly with the Body Corporate in respect of matters arising out of this Agreement.

## 9. Specialist nature work

- 9.1 The Manager's performance of the Duties does not extend to work of a specialist nature.
- 9.2 The Manager 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;
  - (b) cleaning of external windows or parts of the Scheme not easily accessed; and
  - (c) the provision of utilities, communication and other services as required by the Body Corporate.
- 9.3 Contracts with independent contractors must not be entered into without the prior written approval of the Committee, which approval must not be unreasonably withheld.

## 10. Reimbursement of expenses

- 10.1 The Body Corporate will reimburse the Manager expenses properly incurred by the Manager associated with the performance of the Duties up to an amount of \$500.00, increased by \$25.00

per year on the anniversary of the Start Date ('**Expense Amount**'), for a single transaction without the approval of the Committee.

- 10.2 The Manager must obtain the prior written approval of the Committee before incurring any expense in excess of the Expense Amount for a single transaction.
- 10.3 The Manager must check, on a monthly basis, and verify accounts payable by the Body Corporate relating to matters which relate to the Duties and must notify the Representative as to whether such accounts are in order for payment.

## **11. Manager's representations**

- 11.1 The Manager represents to the Body Corporate that the Manager will:
  - (a) at its own expense, duly and punctually comply with the provisions of:
    - (i) all requirements of any lawful authority about the performance of the Duties, the conduct of the Letting Agent's Business and the Manager's Unit; and
    - (ii) the By laws and any other rules of the Body Corporate;
  - (b) not do anything to affect the premiums, discounts 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 Committee (which must not be unreasonably withheld). Approval is not required for reasonable signage which relate to the performance of the Duties or the conduct of the 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;
  - (e) not engage in activities, perform the Duties or conduct the Letting Agent's Business in a manner which is an undue or unreasonable annoyance or disturbance to the occupiers of the Scheme; and
  - (f) be required and authorised to enforce the race day rules and codes of conduct on race days in accordance with By-law 3.6.

## **12. Manager's unit & insurances**

- 12.1 The Manager must use and occupy the Manager's Unit only for the following purposes:
  - (a) residential purposes (if lawful);
  - (b) performing the Duties;
  - (c) conducting the Letting Agent's Business; or
  - (d) any other authorised use pursuant to this Agreement or the By-laws.
- 12.2 The Manager must keep insured the Manager's Unit and the Manager's activities with an insurance company, approved by the Body Corporate, acting reasonably, against public risk liability for not less than \$10 million.
- 12.3 For avoidance of doubt, the Manager is not required to have a Manager's Unit. This clause only applies if the Manager has a Manager's Unit.

## **13. Body corporate representative**

- 13.1 The Committee must appoint a person to give instructions to and to communicate with the Manager on behalf of the Body Corporate. Only one person will be appointed at any one time. If no person is appointed, the chairperson of the Committee is taken to be the Representative.
- 13.2 The Manager must confer fully and freely with the Representative regarding the performance of the Duties and the conduct of the Letting Agent's Business.

- 13.3 If the Representative requests, the Manager must attend meetings of the Committee and members of the Body Corporate. The Manager is entitled to be heard on any relevant question or matter raised at any meeting.

## **14. Plans**

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

## **15. Equipment & cleaning consumables**

- 15.1 Except for pool equipment, the Manager must, at the Manager'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 Manager.
- 15.2 The pool cleaning equipment will be provided by the Body Corporate. This equipment remains the property of the Body Corporate.
- 15.3 All consumables used by the Manager in carrying out the Duties (for example cleaning fluids, pool maintenance consumables and replacement lights) must be provided by the Body Corporate.

## **16. Transfer**

- 16.1 The Manager may only transfer its interest in this Agreement in accordance with the provisions of the Act and the Regulation Module.
- 16.2 If the proposed transferee is a company and, if required by the Committee, the directors and/or shareholders (as the Committee may elect) of that company must guarantee the performance of the transferee under this Agreement. This requirement does not apply if the transferee is a company which is listed on a stock exchange or is a subsidiary of a parent company which is listed on a stock exchange or is a company which is a related entity of the Original Owner or the Developer.
- 16.3 At the election of the Committee, any documentation to be prepared in respect of the transfer will be prepared by the solicitors for the Body Corporate and must contain such terms, covenants and conditions as those solicitors determine.
- 16.4 If the Manager is a company (other than a company which, or a parent company of which, is listed on a stock exchange) and there is any alteration to the board of directors or share capital of the Manager, or other event which in the reasonable opinion of the Committee alters the effective control of the Manager, such change of control of the Manager is deemed to be a transfer of this Agreement and the provisions of the Act and the Regulation Module will apply. This clause does not apply if the Manager is a company which is in any way related to or associated with the Original Owner or the Developer.
- 16.5 If the Manager transfers its interest in accordance with this Agreement, the Body Corporate must release the Manager and any guarantors from any breaches of this Agreement which occur after the date of transfer.
- 16.6 The Manager must pay the reasonable costs of the Body Corporate arising out of any transfer.

## **17. Dispute resolution**

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

## 18. Termination

- 18.1 The Body Corporate may, following resolution of the Body Corporate at general meeting, terminate this Agreement by giving the Manager a notice in writing if the Manager or a Related Person to the Manager:
- (a) assigns or attempts to assign the benefit of this Agreement in breach of this Agreement;
  - (b) persistently neglects or fails to perform its obligations under this Agreement for a 30 day period after notice is given to the Manager that the Body Corporate (acting reasonably) considers that the Manager has not adequately performed its obligations, which notice must provide reasonable particulars of the obligations which the Manager has neglected or failed to perform; or
  - (c) fails to carry on the Letting Agent's Business for a period of 90 days after notice is given to the Manager requiring the Manager to carry out a Letting Agent's Business.
- 18.2 The Manager may, by providing six months' notice to the Body Corporate, terminate this Agreement at any time.

## 19. Notices

- 19.1 Notices under this Agreement must be in writing and must be signed.
- 19.2 Notices may be signed by a party or its solicitor. A notice may be signed by electronic signature.
- 19.3 Notices are effectively given if:
- (a) delivered or posted to the other party or its solicitor;
  - (b) sent to the facsimile number of the other party or its solicitor;
  - (c) sent by electronic facsimile or similar method to the facsimile number of the party or its solicitor; or
  - (d) sent by email or other digital means to the relevant email or other digital address of the other party or its solicitor,
- which particulars may be notified and update by each party to the other from time to time.
- 19.4 Posted notices will be treated as given 3 Business Days after posting.
- 19.5 Notices sent by facsimile will be treated as given when the sender obtains a clear transmission report or other confirmation of delivery.
- 19.6 Notices sent by email are taken to be given when sent, unless the send receives notification that the email failed to be delivered to the recipient.
- 19.7 For the purposes of Sections 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.
- 19.8 Notices by a party's solicitor to the other party or its solicitor will be treated as given with the first party's authority.

## 20. Severance

- 20.1 The parties agree that it is not intended:
- (a) to engage the Manager as a body corporate manager;
  - (b) to engage the Manager other than as a **service contractor** or **letting agent** to perform **letting agent business** (as those terms are defined in the Act);
  - (c) to delegate to the Manager any of the powers of the Body Corporate, the Committee, or of an executive member of the Committee; or

- (d) to have the Manager perform duties under this Agreement which the Body Corporate has no power to pay the Manager 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 Manager to perform.

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

- (a) constitutes an engagement of the Manager as a body corporate manager;
- (b) does not constitute an engagement of the Manager as a **service contractor** or **letting agent** to perform letting agent business (as those terms are defined in the Act);
- (c) includes the delegation of any power referred to in clause 20.1; or
- (d) involves the performance of a duty which the Body Corporate has no power to pay the Manager to perform,

then such provision shall 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 shall 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.

## 21. Waiver

- 21.1 Notwithstanding that the law of contract may no longer recognise or might never have recognised a doctrine or concept of waiver, a party may waive its right to insist upon the performance of a condition or obligation under this Agreement which is to be performed by the other party provided such waiver is in writing and signed for or on behalf of the party waiving the right to performance of such obligation or condition.
- 21.2 In the absence of a waiver in writing as permitted by sub-clause 21.1, 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, 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.
- 21.3 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.

## 22. Variation

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

## 23. Applicable law

Queensland Law applies to this Agreement.

## 24. 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.

## **25. Costs**

- 25.1 Each party must pay its own costs of this Agreement. Transfer or other duty assessed on this Agreement will be paid by the Manager.
- 25.2 A defaulting party must pay to the other party all costs (including legal costs on a solicitor and own client basis) which are reasonably incurred by the other party in connection with such default. Legal costs are deemed to have been reasonably incurred in the obtaining of advice, the attempted exercise of any power, remedy or rights, the actual exercise of any power, remedy or rights, or the institution or prosecution of proceedings in respect of any default.

## **26. Authority to date and complete**

The Manager 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.

## **27. Financier acting in place of Manager**

If a financier of the Manager acts in place of the Manager or a Controller (as defined in the *Corporations Act 2001*) is appointed by that financier to the Manager in respect of this Agreement, the Body Corporate agrees with the Manager 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 141 and 142 of the *Body Corporate and Community Management (Accommodation Module) Regulation 2020*) subject to the Body Corporate complying with Section 126 of the Act.

## **28. Entire agreement**

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

## **29. Exclusivity**

- 29.1 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 Manager may conduct pursuant to this Agreement; or
  - (b) licence or lease any part of the Common Property for the purpose of any such business.
- 29.2 If any person other than the Manager 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 Manager carries on pursuant to this Agreement, then the Body Corporate must use reasonable endeavours to effect a termination of the competing business or service.

## **30. Occupation Authority**

- 30.1 Pursuant to Section 147 of the Regulation Module, the Body Corporate grants, for the Term, to the Manager the exclusive right to occupy the area described as OA1 on the sketch plans contained in the Schedule 3 and any other area in the second stage of the Scheme nominated by the Developer for the purpose of:
- (a) performing the Duties;

- (b) conducting a Letting Agent's Business; and
  - (c) any other authorised use pursuant to this Agreement or the By-Laws.
- 30.2 The Manager acknowledges and agrees that columns, infrastructure and services may be located within or affect the convenient use of the area(s) noted in clause 30.1 and the Manager must not object in this regard or interfere with such items.

### **31. Mutual indemnity**

- 31.1 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) the failure to comply with statutory or other lawfully imposed obligations; or
  - (c) any accident, damage, loss of property, death or injury to any person of whatever nature or kind occurring in connection with the Agreement where a party's actions, inactions, negligence or omissions have contributed to that accident, damage etc.

### **32. Gym equipment (if any)**

The Body Corporate indemnifies the Manager against all actions, claims, demands, losses, costs, damages and expenses (including legal costs of a solicitor and own client basis) incurred by the Manager 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 Manager.

# Schedule 1 – Remuneration

1. The Remuneration payable to the Manager is \$~~1,250.00~~1,553.00 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 Manager 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 Manager 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 CPI Increase. For avoidance of doubt, the Remuneration will never be less for a subsequent year than it was for the previous year so that the application of the CPI Increase will not be applied if it results in a reduction in the Remuneration.
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 (Inc) Queensland Division 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.



# Schedule 2 - Manager's Duties

- A. GENERAL DUTIES:** The Manager is responsible for the day to day maintenance and cleanliness of the Scheme including the following general duties:
1. supervise persons engaged in work upon the Common Property;
  2. use reasonable endeavours to see that the Common Property is kept in good order and repair;
  3. monitor the observance of the By laws and any rules of the Body Corporate and report any serious or persistent breach to the Representative;
  4. monitor the observance of any rules put into effect under the Easements and report any serious or persistent breach to the Representative;
  5. 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;
  6. 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;
  7. arrange for cutting of keys and record, program or re-code swipe cards/fobs for security access system;
  8. report promptly on all things requiring repair (including things notified by owners and occupiers of the Scheme) and on all matters creating a hazard or danger and take remedial action where possible;
  9. maintain an up to date register of maintenance obligations in respect of Common Property. The register must include obligations:
    - (a) notified by service contractors;
    - (b) noted in any warranty or user manual; and
    - (c) determined by the Manager (taking into account that the Manager is deemed to have facilities management skills appropriate for the density and quality of the Scheme);
  10. notify the Body Corporate of any required upcoming maintenance obligations in respect of Common Property;
  11. arrange maintenance contracts as required by the Body Corporate and supervise the carrying out of those contracts;
  12. arrange service contractors for the maintenance of the landscaping as required by the Body Corporate, supervise the carrying out of those contracts and manage access to the Scheme for the service contractors;
  13. periodically view the monitors of any surveillance system 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 the Manager's Unit or office/reception area for the operation of the system;
  14. sort and deliver daily mail to mail boxes provided by the Body Corporate (if not otherwise done by the mail service), hold and actively manage any parcel room, lockers or similar systems or arrangements for any large mail items or delivered packages or goods for collection by owners and occupiers of lots in the Scheme provided such packages and goods do not require refrigeration and are no greater than 35cm x 25cm x 31cm in size. This duty includes, during manned reception hours only, moving any packages which are left outside of the building, placing those packages in the parcel room, lockers or similar system and notifying owners or occupiers of lots in the Scheme via SMS or email that an item awaits collection). Any packages accepted by or moved by the Service Contractor are done so without liability. The Body Corporate indemnifies the Service Contractor for any claims made against it by owners or occupiers of lots in the

Scheme with respect to the delivery of mail or packages, except to the extent caused or contributed to by the actions, negligence or omission or default on the part of the Service Contractor;

15. be aware of the general condition of the Scheme so that the Manager is able to keep the Representative fully informed;
16. 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;
17. perform such other acts and things as are reasonably necessary and proper in the discharge of its Duties;
18. carry out all reasonable written directions given by the Body Corporate about the caretaking and management of the Scheme;
19. 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;
20. 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 or pursuant to any Easements;
21. arrange for a suitably qualified consultant to undertake any maintenance or other works necessary to keep fire detection and fighting equipment in effective working condition and compliant with relevant standards and laws at the cost of the Body Corporate;
22. 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;
23. 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;
24. operate, inspect and arrange maintenance of the waste disposal and recycling system in accordance with the requirements of that system;
25. 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;
- ~~26. mow the lawns on the Common Property and (if lawful to do so) the adjacent footpath (if any) and maintain the gardens and shrubs to a high standard including pruning, fertilising, weeding and spraying for pests as reasonably required, the cost of such consumables to be payable by the Body Corporate;~~
- ~~27.~~26. effect minor repairs and maintenance to the Common Property which do not require the services of a skilled tradesman;
- ~~28.~~27. supervise the car parking arrangements (including any visitor car parking area and the use of any loading bay and electric vehicle charging station(s)) having regard to the provisions of the CMS and to the allotment of car parking spaces;
- ~~29.~~28. maintain the car parking areas and any ~~car wash~~ areas facilities (for cars and pets) 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 Manager at the request and cost of the Body Corporate;
- ~~30.~~29. cause the Scheme inclusions, grounds and all plant and equipment to be properly maintained at all times;
- ~~31.~~30. monitor the observance of access arrangements made or in place under any Easements and report any persistent breach thereof;

- ~~32.~~31. supervise the arrangements in relation to occupiers moving in and out of the Scheme;
- ~~33.~~32. maintain a register of all pets within the Scheme;
- ~~34.~~33. operate a booking system for any kitchen, dining, lounge area and electric vehicle charging station(s) or other relevant communal facilities nominated by the Body Corporate (if any); and
- ~~35.~~34. periodically keep the reception (if any) manned during such reasonable hours as reasonably necessary to effectively carry on the Letting Agent's Business. For avoidance of doubt, if the reception is unmanned, the Manager must ensure there is a method whereby the Manager may be readily contacted.

**B. SPECIFIC DUTIES:** The Manager must perform the following specific duties:

**CLEANING AND GROUNDS MAINTENANCE DAILY ROUTINE (BEING ONCE PER 24 HOUR PERIOD) (BUT ONLY IF REQUIRED)**

Common Areas - Foyer Areas, Rooftop and Common Facilities	<ul style="list-style-type: none"> <li>■ Main entry foyer areas and windows, common toilets, change rooms and any gymnasium to be vacuumed, mopped and washed</li> <li>■ Clean and sanitise kitchen, toilet and shower facilities (if any)</li> <li>■ Toilet consumables to be replenished as required at the cost of the Body Corporate</li> <li>■ Rooftop common area including kitchen, dining and lounge area to be cleaned daily on weekdays and twice a day on weekends and race days</li> </ul>
Grounds	<ul style="list-style-type: none"> <li>■ Clear surrounds of any pool of leaves and rubbish</li> <li>■ Empty rubbish bins</li> <li>■ Align any chairs, table and other furniture</li> <li>■ Water, as required (and if permitted by law), any plants, shrubs and planter boxes</li> <li>■ Sweep or blow down pathways and hose clean (if permitted by law) as required</li> </ul>
Car Parks	<ul style="list-style-type: none"> <li>■ Inspect car park levels and entry/exit ramps to street level and any wash facilities (for cars and pets) to ensure clean, and if required, spot clean.</li> </ul>
Furniture and Equipment	<ul style="list-style-type: none"> <li>■ Wipe down and clean any furniture and equipment including gym equipment</li> <li>■ Check wear and tear of any furniture (indoor and outdoor) and report on its condition</li> </ul>
Kitchen, dining and lounge area on rooftop level	<ul style="list-style-type: none"> <li>■ Vacuum or mop and empty rubbish bins</li> <li>■ Kitchen consumables to be replenished as required at the cost of the Body Corporate</li> <li>■ Clean indoor furniture</li> <li>■ Wipe down and clean any furniture and equipment including the fireplace, benchtops and sinks</li> <li>■ Check condition and operation of any equipment (including fireplace, whitegoods, appliances, cooking equipment, glassware, crockery and cutlery) and report on its condition</li> </ul>
Pool	<ul style="list-style-type: none"> <li>■ Clean skimmer baskets</li> <li>■ Check water level and clarity</li> <li>■ Clean pool as required</li> <li>■ Empty filter baskets</li> </ul>

Barbecue Area	<ul style="list-style-type: none"> <li>■ Sweep area clean and empty rubbish bins</li> <li>■ Clean outdoor furniture, barbecue plates, facings, drip tray and renew sand</li> <li>■ Check operation of barbecue and fill (at cost of Body Corporate) gas bottles as required reserve bottle to be full at all times</li> </ul>
Lifts	<ul style="list-style-type: none"> <li>■ Clean lift car interiors using products recommended by the manufacturer</li> <li>■ Spray car interiors with room freshener</li> <li>■ Clean floor, walls, handrails and mirrors</li> </ul>
Building Security	<ul style="list-style-type: none"> <li>■ Confirm the entrance intercom systems, the automatic entry/exit gates etc. are all functioning to provide all occupants entry and exit to and from the complex</li> <li>■ Program and re-code swipe cards/fobs for the security system as necessary</li> </ul>

### **CLEANING AND GROUNDS MAINTENANCE WEEKLY ROUTINE (BEING ONCE IN EACH SEVEN DAY PERIOD) (BUT ONLY IF REQUIRED)**

Pool	<ul style="list-style-type: none"> <li>■ Vacuum pool</li> <li>■ Check pool for chemical levels and adjust as necessary</li> <li>■ Check pump, filter and chlorinator for normal operation and pressure</li> <li>■ Backwash if necessary</li> <li>■ Clean and replace pool filter pads (as necessary)</li> <li>■ Replace litter powder (as necessary)</li> <li>■ Check pumps and motors for serviceability</li> <li>■ Clean out plant rooms</li> </ul>
Car Parks	<ul style="list-style-type: none"> <li>■ If lawful, hose down car park levels and entry/exit ramps to street level and any wash facilities (for cars and pets)</li> <li>■ Check operation of wash facilities (for cars and pets), replace any consumables (as required)</li> </ul>
Garbage Bin Area	<ul style="list-style-type: none"> <li>■ Scrub out bins with disinfectant/cleanser</li> <li>■ Scrub out bin area with disinfectant/cleanser</li> </ul> <p>(The Manager is not required to clean bins owned and stored within individual lots)</p>
Walls/Fences	<ul style="list-style-type: none"> <li>■ Walls and fences in common areas to be cleaned and maintained as required</li> <li>■ Glass walls to be thoroughly cleaned</li> </ul>
Foyers, Windows and Common Facilities (other than areas to be cleaned daily)	<ul style="list-style-type: none"> <li>■ Vacuum, mop and wash</li> <li>■ Water and generally maintain any indoor plants</li> </ul>

### **CLEANING AND GROUNDS MAINTENANCE MONTHLY ROUTINE (BUT ONLY IF REQUIRED)**

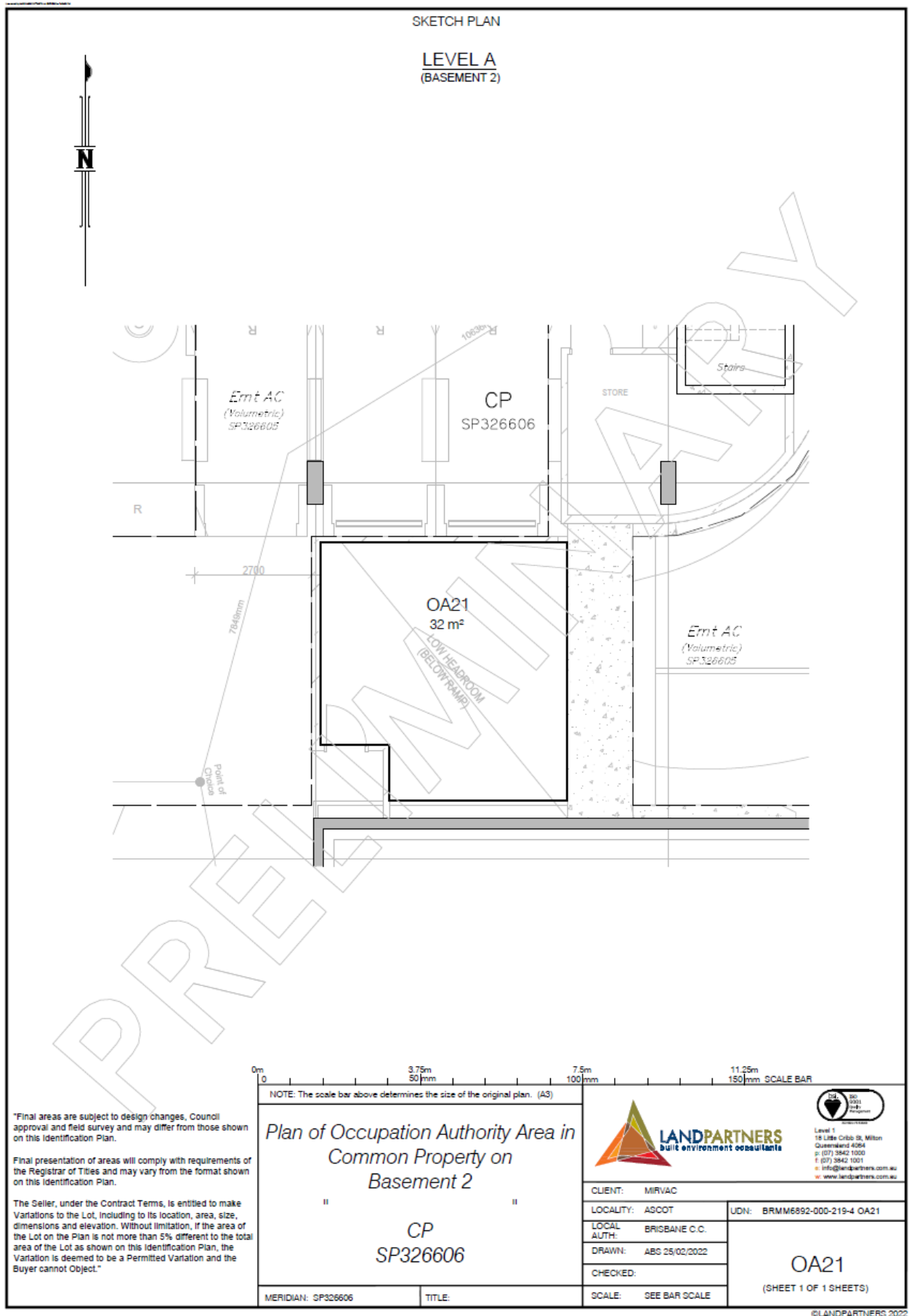
Kitchen, dining and lounge area on rooftop level	<ul style="list-style-type: none"> <li>■ Deep clean all whitegoods, appliances (such as fridges, freezers, ovens, stovetops, rangehoods, microwaves), fireplace, cupboards and bins</li> <li>■ Replace any filters (as necessary)</li> </ul>
Car Parks	<ul style="list-style-type: none"> <li>■ Attend to any necessary maintenance of wash facilities (for cars and pets) in accordance with manufacturer's recommendations</li> </ul>
Building	<ul style="list-style-type: none"> <li>■ Inspect, where accessible, building thoroughly internally and externally and note: <ul style="list-style-type: none"> <li>○ corrosion</li> <li>○ paint condition</li> <li>○ concrete cracking or chipping</li> <li>○ leaks after heavy rain</li> <li>○ condition of roof</li> <li>○ condition of windows, doors and locks</li> <li>○ security breaches</li> <li>○ any matters in relation to the safety and presentation of the Scheme</li> </ul> </li> <li>■ Check on state of exterior fencing and gates and report to Body Corporate accordingly.</li> </ul>
Pumps (if any)	<ul style="list-style-type: none"> <li>■ After checking fuel, oil and battery test run auxiliary pumps for 30 minutes on load and confirm that unit is running smoothly</li> <li>■ Inspect exhaust system for leaks and look for corrosion</li> </ul>
Fans (if any)	<ul style="list-style-type: none"> <li>■ Inspect condition of fan blades and look for corrosion</li> </ul>
Furniture	<ul style="list-style-type: none"> <li>■ Check wear and tear of any furniture (indoor and outdoor) and report on this condition</li> </ul>

## CLEANING AND GROUNDS MAINTENANCE AS REQUIRED

Visitors Car (if any)	<ul style="list-style-type: none"> <li>■ Check car park area</li> <li>■ Pick up any rubbish and empty any rubbish bins</li> <li>■ Check light fittings and replace blown bulbs and tubes</li> </ul>
Footpaths & Access Ways	<ul style="list-style-type: none"> <li>■ Sweep area clean, remove rubbish, papers etc</li> <li>■ Hose down (if permitted by law) all footpaths and access ways</li> </ul>
Emergency Stairs	<ul style="list-style-type: none"> <li>■ Sweep down the emergency stairs and landing (hose if necessary/applicable/lawful)</li> <li>■ Remove dust from hand rails and wipe clean</li> <li>■ Wipe and clean exit signs and replace blown globes</li> <li>■ Clean insects out of all light fittings</li> <li>■ Check self-closing exit doors and report any malfunctions</li> </ul>
Garbage Bin Area	<ul style="list-style-type: none"> <li>■ Place bins at collection point for collection on collection day</li> <li>■ Sweep garbage bin area, hose/mop with detergent as necessary</li> <li>■ After collection replace bins in garbage area</li> <li>■ Ensure that no bins emit offensive odours and are regularly emptied</li> </ul> <p>(The Manager is not required to deal with bins stored within individual lots)</p>

Windows	<ul style="list-style-type: none"> <li>■ Exterior windows in common areas to be spot cleaned as required, inside and out (Windows out of normal reach are not included in this as required routine)</li> </ul>

# Schedule 3 - OA areas





# Signing page

**EXECUTED** as an agreement

**Executed** by the Body Corporate for Charlton House and O'Connell House Community Titles Scheme no. [**CTS number**] under its Common Seal by the Chairman of the Body Corporate in the presence of:

\_\_\_\_\_

Witness

\_\_\_\_\_

Full name (print)

\_\_\_\_\_

Chairman

\_\_\_\_\_

Full name (print)

**Executed** by Brisbane Racing Club Limited ACN 133 679 786 in accordance with Section 127 of the *Corporations Act 2001* (Cth) by:

\_\_\_\_\_

Signature of director/company secretary  
(Please delete as applicable)

\_\_\_\_\_

Full name (print)

\_\_\_\_\_

Signature of director

\_\_\_\_\_

Full name (print)

# Annexure A – Deed of Covenant

## Parties

Body Corporate for Charlton House and O'Connell House Community Titles Scheme No. [CTS number]

(Body Corporate)

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(Lot Owner)

## Background

- A The Lot Owner has entered into a contract to buy the Manager's Unit. The Letting Agent and the Body Corporate have entered into a Caretaking and Letting Agreement, whereby the Manager is:
  - (i) authorised to conduct a letting agent for the Scheme; and
  - (ii) conduct its business from the Manager's Unit.
- B As the Letting Agent is not the registered owner or the lessee of the Manager's Unit, Section 116 of the Act requires the Body Corporate and the Lot Owner to enter into this Deed on certain terms.
- C The parties have agreed to the covenants set out in this Deed in order to comply with the requirements of the Act.

## Terms

### 1. Definitions

**'Act'** means the Body Corporate and *Community Management Act 1997*;

**'Letting Agent'** means the person or entity holding a letting authority from the Body Corporate; and

**'Management Rights'** has the meaning given to that term in the Act.

**'Manager's Unit'** means Lot [LOT NO] in the Scheme;

**'Scheme'** means Charlton House and O'Connell House community titles scheme no. [CTS number].

### 2. Lot Owner's Covenants

2.1 The parties acknowledge and agree that this clause and the covenants contained in it:

- (a) comprise and operate as a deed as prescribed under Section 116(2)(b) of the Act; and
- (b) only operate if a deed is required to be entered into between the Body Corporate and the Lot Owner pursuant to Section 116(2)(b) of the Act.

2.2 The Lot Owner is or is the proposed registered owner of the Manager's Unit and will be the 'lot holder' for the purposes of Section 116 of the Act.

2.3 The Lot Owner, as the registered owner or the proposed registered owner of the Manager's Unit:

- (a) agrees to transfer the Lot Owner's interest in the Manager's Unit, in accordance with the procedures and requirements of the Act and the terms of this Deed, if:
  - (i) the Letting Agent is required to transfer the Management Rights under the Act; and

- (ii) if the Body Corporate gives the Letting Agent a valid transfer notice under Section 140 of the Act
  - (b) must do all that is required, including sign all documents as are necessary, to ensure that the transfer of the Manager's Unit under this clause is effected contemporaneously with the transfer of the Management Rights; and
  - (c) authorises the Body Corporate to act in its place, including without limitation to sign all such documents as are necessary, if the Lot Owner does not comply with the Lot Owner's obligations under this clause.
- 2.4 Nothing in this Deed implies or requires that Division 8 of Part 2 of Chapter 3 of the Act applies to the Management Rights.

**SIGNED** as a Deed

**Executed** by the Body Corporate for Charlton House and O'Connell House Community Titles Scheme no. [CTS number] under its Common Seal by the Chairman of the Body Corporate in the presence of:

\_\_\_\_\_

Witness

\_\_\_\_\_

Chairman

\_\_\_\_\_

Full name (print)

\_\_\_\_\_

Full name (print)

**Signed sealed and delivered** as a deed by the Lot Owner in the presence of:

\_\_\_\_\_

Witness

\_\_\_\_\_

Lot owner

\_\_\_\_\_

Full name (print)

\_\_\_\_\_

Full name (print)