

DISCLOSURE STATEMENT



SUMMERLIN POOLSIDE TERRACES

COOPER GRACE WARD

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CHAPTER 1

STATUTORY DISCLOSURE STATEMENT

Disclosure Statement under chapter 5 of the BCCM Act.

Words used in this Disclosure Statement have the same meaning as defined in the Contract and the rules of interpretation in the Contract also apply to this Disclosure Statement.

Chapters 9 and 10 are ancillary documents/materials and do not form part of the statutory disclosure statement under the BCCM Act.

Identification of proposed lot s213(2)(a)(i) to (iii)	<p>Proposed lot LotNo as identified on the Draft Building Format Plan in Chapter 3 (subject to the Seller's rights to make changes as set out in the Contract). The Draft Management Plan is also in Chapter 3.</p> <p>The Draft Building Format Plan in Chapter 3 is the disclosure plan complying with section 213AA of the BCCM Act for the proposed lot.</p> <p>The date by which the Seller must settle the contract for the sale of the proposed lot as provided for under section 217B of the BCCM Act is the earlier of:</p> <ul style="list-style-type: none"> (a) the Sunset Date as that term is defined in the Contract being 3 ½ years from the Contract Date subject to extensions in accordance with the Contract or, if the buyer requests a later date for settlement and the seller agrees to that date, the later date; and (b) the end of 5 ½ years after the day the contract was entered into the Buyer, or, if the buyer requests a later date for settlement and the seller agrees to that date, the later date.
Body Corporate contributions s213(2)(b)	<p>The amount of annual contributions reasonably expected to be payable to the Body Corporate by the owner of the Lot are set out in Chapter 4, being for the first year after establishment of the Scheme:</p> <ul style="list-style-type: none"> (a) Administrative fund: \$1,768.55 per lot per annum; and (b) Sinking fund: \$1,100.00 per lot per annum.
Body Corporate contracts s213(2)(c)	<p>Details of the proposed engagement of a person as a body corporate manager or service contractor for the Scheme, proposed to be entered into after establishment of the Scheme, as follows:</p> <ul style="list-style-type: none"> (a) the terms of the engagement – copies of the proposed engagements are in Chapters 6 and 7; (b) the estimated cost of the engagements to the body corporate are in Chapters 4, 6 and 7 (as applicable) being: <ul style="list-style-type: none"> i. for the caretaker: \$9,350 per annum for the first year of the engagement (plus any additional amounts and adjusted in subsequent years in accordance with the proposed agreement); and ii. for the administration manager: \$4,686 per annum for the first year of the engagement (adjusted in subsequent years in accordance with the proposed agreement). (c) the proportion of the cost to be borne by the owner of the Lot are: <ul style="list-style-type: none"> iii. for the caretaker: \$550 per lot per annum for the first year of the engagement (plus a proportion of any additional amounts and adjusted in subsequent years in accordance with the proposed agreement); and iv. for the administration manager: \$275.65 per lot per annum for the first year of the engagement (plus a proportion of any additional amounts and

	adjusted in subsequent years in accordance with the proposed agreement).								
	All of the cost proportions for these engagements are the contribution schedule lot entitlement of the lot against the total contribution schedule lot entitlements of all lots in the scheme.								
Letting agent authorisation s213(2)(d)	The terms of any proposed authorisation of a person as a letting agent for the scheme proposed to be given after the establishment of the scheme are in Chapter 7.								
Body corporate assets s213(2)(e)	Details of the body corporate assets proposed to be acquired by the Body Corporate after the establishment of the Scheme are in Chapter 8.								
Proposed community management statement s213(2)(f)	The Proposed CMSs for the Scheme and Principal Scheme are in Chapter 5.								
Regulation module s213(2)(g)	Accommodation								
Other prescribed matters s213(2)(h)	Nil								
Power of Attorney s219(1)	The Seller discloses that it requires the Buyer to give the Seller a power of attorney in accordance with the statement in Chapter 2.								
Signing by the Seller s213(3)	 Signature of person authorised by the Seller								
Acknowledged by the Buyer(s)									
	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border-top: 1px solid black;">Buyer 1</td> <td style="width: 50%; border-top: 1px solid black;">Date</td> </tr> <tr> <td style="border-top: 1px solid black;">Buyer 2</td> <td style="border-top: 1px solid black;">Date</td> </tr> <tr> <td style="border-top: 1px solid black;">Buyer 3</td> <td style="border-top: 1px solid black;">Date</td> </tr> <tr> <td style="border-top: 1px solid black;">Buyer 4</td> <td style="border-top: 1px solid black;">Date</td> </tr> </table>	Buyer 1	Date	Buyer 2	Date	Buyer 3	Date	Buyer 4	Date
Buyer 1	Date								
Buyer 2	Date								
Buyer 3	Date								
Buyer 4	Date								

CHAPTER 2

STATEMENT UNDER SECTION 219 BCCM ACT – POWER OF ATTORNEY

1. To request a meeting of the Body Corporate on behalf of the Buyer in accordance with the BCCM Act.
2. Whilst the Power of Attorney remains current, the Seller may exercise its Power of Attorney to attend and/or vote in the name of the Buyer at all or any meetings of the Body Corporate to the exclusion of the Buyer in favour of any motion or resolution for or relating to any one or more of the following:
 - a. any new CMS to be recorded to:
 - i. facilitate the development identified in the CMS or the Contract (including Development);
 - ii. include by-laws, the details of which were disclosed to the Buyer before this Contract was permitted or as permitted by the Contract;
 - iii. record a by-law required to rectify an inaccuracy, defect, error or omission in any by-law contained in
 - iv. record allocations under any exclusive use by-law contained in Schedule E of the CMS or to record any deletion of any exclusive use by-law or any additional or replacement exclusive use by-law to facilitate the identification and/or allocation of exclusive use areas in the Scheme;
 - b. affixing the seal of the Body Corporate to a Form 14 request to record a new CMS;
 - c. a proposal that there shall be no prohibition or restriction on the use of proxies by the Original Owner;
 - d. authorise the owner of a lot (including the Seller) to make an improvement under the BCCM Act (and/or Regulation Module) including the installation, erection and/or construction of air conditioning equipment, enclosures, carports, pergolas, fencing, storage devices, screening, shutters, security devices, apparatus or awnings;
 - e. exercise any right of the Seller under the Contract;
 - f. any proposal by the Body Corporate to take action or steps permitted under Chapter 8 of the Regulation Module including the Body Corporate entering into and affixing its seal to any agreement arising out of such action;
 - g. the giving of an occupation authority to a service contractor or letting agent under the Regulation Module;
 - h. the issue of a continuing contravention notice under section 182(2) of the BCCM Act or the issue of a future contravention notice under section 183(2) of the BCCM Act;
 - i. the issue of a notice under sections 203(1) or (2) of the BCCM Act;
 - j. an application to be made for an order of an adjudicator under section 238(1) of the BCCM Act;
 - k. an appeal to be lodged under sections 289(2) or 304 of the BCCM Act;
 - l. the commencement of a proceeding under section 312(1) of the BCCM Act;
 - m. the adoption of administrative and sinking fund budgets for the Body Corporate;
 - n. any proposal involving spending above the limit for Committee spending;
 - o. engaging a body corporate manager or service contractor, or authorising a person as a letting agent, if details of the engagement or authorisation were disclosed to the Buyer before this contract was entered into;
 - p. nominate a person for membership of the Committee and vote at any election of members of the Committee; and
 - q. consent to the assignment of an agreement entered into between the Body Corporate and a service contractor with or without a transfer fee being imposed under the relevant Regulation Module.
3. Complete, sign and lodge any voting paper (or any other document including a proxy appointment form, corporate owner nominee notification form or owner's representative notification form) and any other notice under the Regulation Module in respect of any of the above.
4. Complete, sign and lodge under section 171(3) of the BCCM Act as may be required to facilitate and perfect an allocation or grant under any of the exclusive use by-laws contained in the CMS.

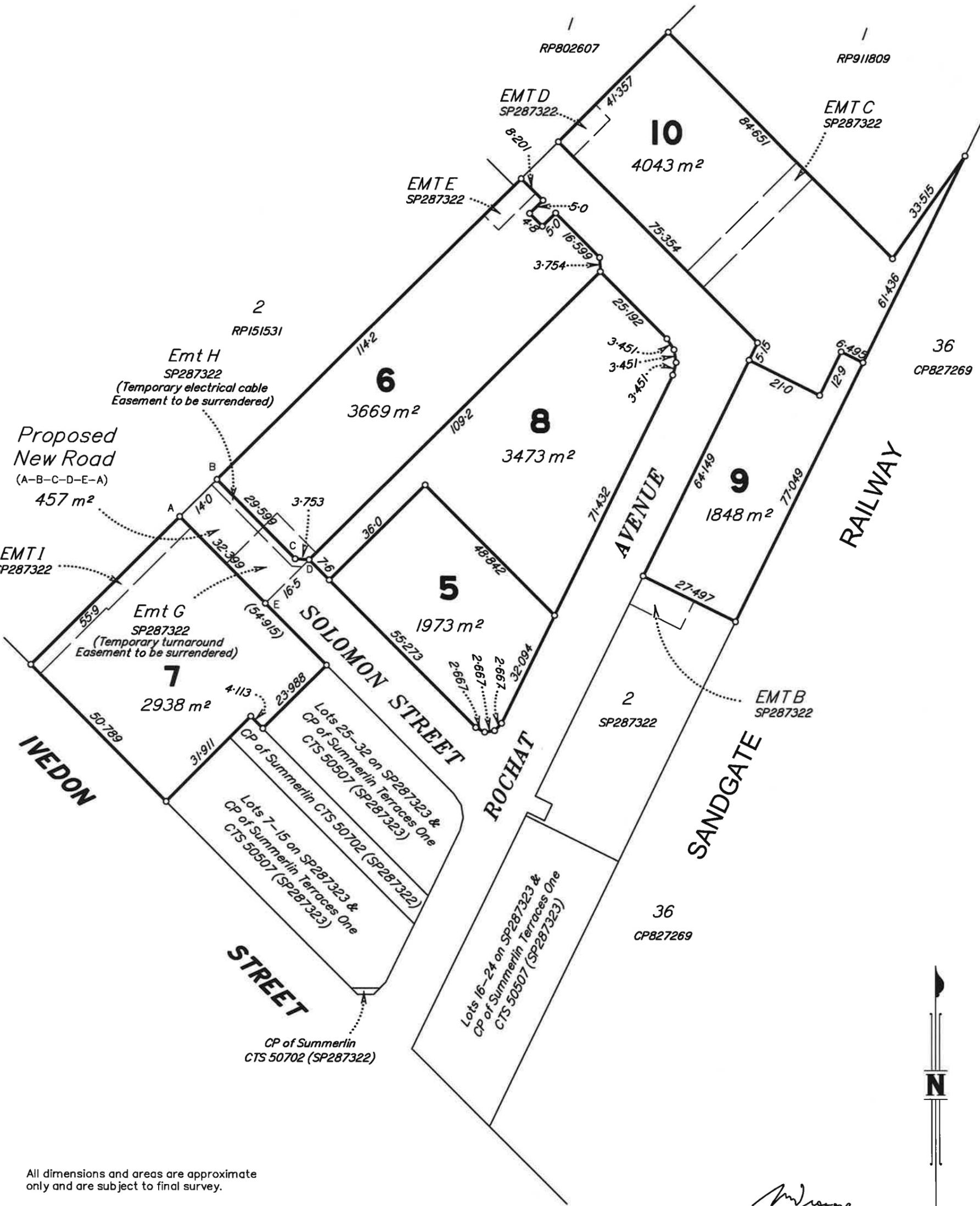
CHAPTER 3

DRAFT MANAGEMENT PLAN AND DRAFT BUILDING FORMAT PLAN

The Seller discloses the attached Draft Management Plan and Draft Building Format Plan:

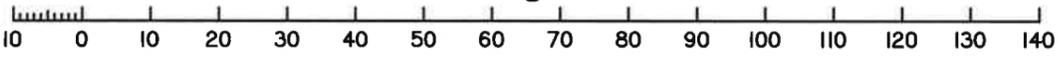
- (a) are subject to variation as set out in the Contract;
- (b) are subject to design changes, approvals and final survey following completion of construction and the Building Format Plan ultimately may differ from the attached plan.

The Buyer is referred to the Contract (including without limitation clause 11).



All dimensions and areas are approximate only and are subject to final survey.

Scale 1:1000 - Lengths are in Metres.



M. Wang
 CADASTRAL SURVEYOR/
 DIRECTOR

DATE 23/6/20



Surveyed
ACID
SH
Date
23/6/20
Dwg File
LC/15126/dwg/prosub
F/Book
TRIMBLE
Checked
M.V.

**PLAN OF
 PROPOSED SUBDIVISION of
 LOTS 3 & 4 on SP287322
 Rochat Ave & Solomon St, Banyo**
 Client DFC (Project Management Pty LTD) Local Authority BRISBANE CC

Landmark
 CONSULTING

SURVEYORS, PLANNERS, DEVELOPMENT CONSULTANTS
 Bldg 11, Garden City Office Park, 2404 Logan Rd, Eight Mile Plains PO Box 4542 Eight Mile Plains Q 4113
 Email info@landmarkconsulting.com.au Telephone 07 3219 9911 Facsimile 07 3219 9766
 Tabwest Pty Ltd ACN 010 495 691 ABN 77 010 495 691

Job Number
15126
Drawing Number
15126ProSub
Revision
F

TABWEST FORM - ASProSub MARCH 2009

PRELIMINARY

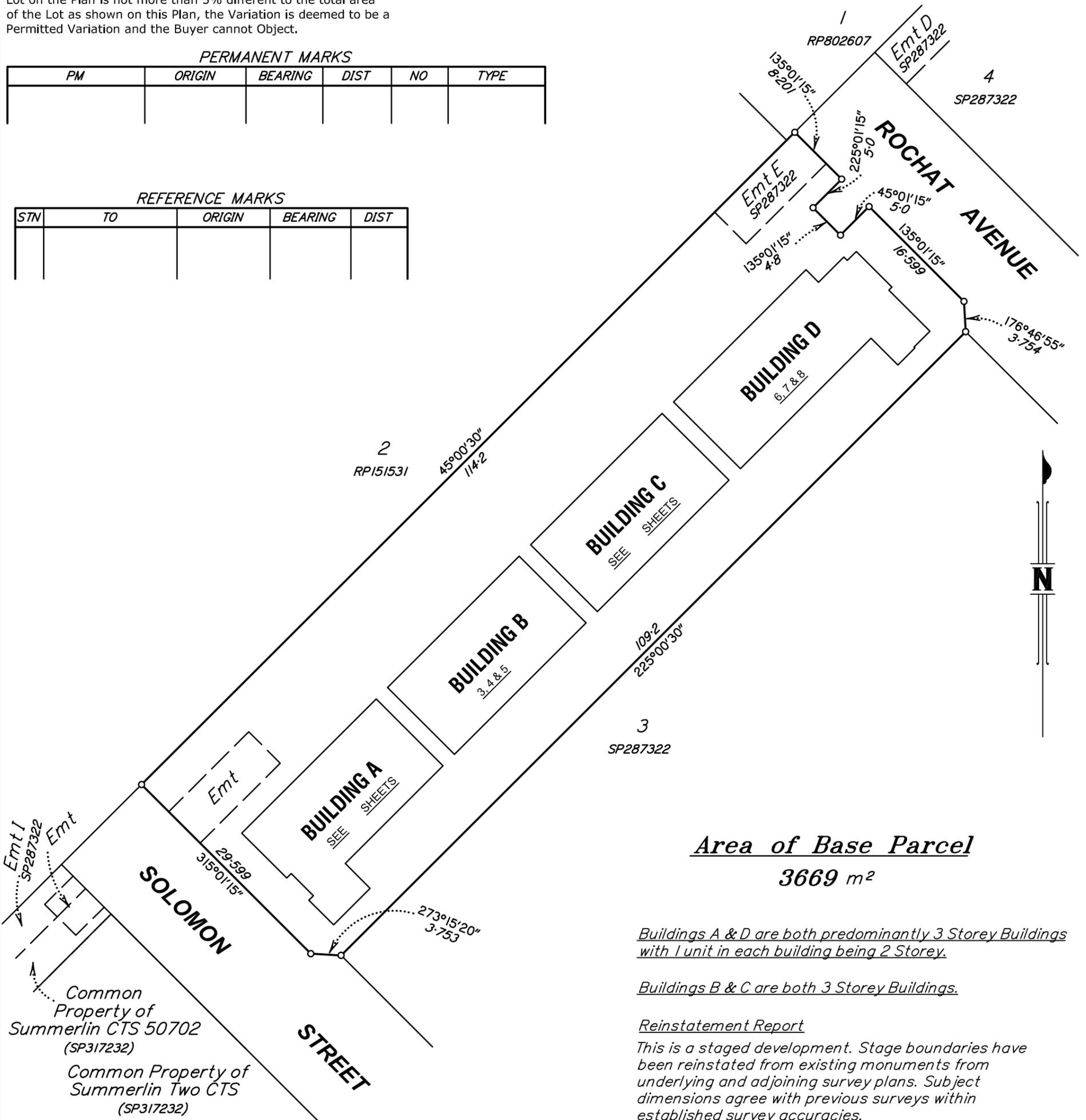
The Seller, under the Contract Terms, is entitled to make Variations to the Lot, including to its location, area, size, dimensions and elevation. Without limitation, if the area of the Lot on the Plan is not more than 5% different to the total area of the Lot as shown on this Plan, the Variation is deemed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

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO	TYPE

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST



Area of Base Parcel
3669 m²

Buildings A & D are both predominantly 3 Storey Buildings with 1 unit in each building being 2 Storey.

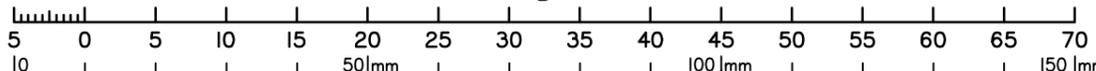
Buildings B & C are both 3 Storey Buildings.

Reinstatement Report

This is a staged development. Stage boundaries have been reinstated from existing monuments from underlying and adjoining survey plans. Subject dimensions agree with previous surveys within established survey accuracies.

The reinstatement of the subject boundaries directly follows the precedent established by SP287322 & SP317232.

Scale 1:500 - Lengths are in Metres.



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Wolter Consulting Group Pty Ltd (ACN 147 343 084) hereby certify that this plan has been prepared by us as a preliminary copy of the proposed subdivision from supplied design drawings provided by Dennis Family Corporation on 17-02-2021.

Final areas are subject to design changes, Council approval, construction, field survey and registration with the Department of Resources and may differ from those shown on this plan.

ART

26-02-2021

Cadastral Surveyor

Date

Plan of Lots 1-17 & Common Property

Cancelling Part of Lot 4 on SP287322

LOCAL GOVERNMENT: **BRISBANE CITY**

LOCALITY: **BANYO**

Meridian:

Survey Records: *No*

Scale: **1:500**
Format: **BUILDING**

PROPOSED
SP324951
VERSION A - 26-02-2021

(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
	Part of Lot 4 on SP287322	I-17 & CP	—	—

PRELIMINARY

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I-17 & CP	Por 230
Lots	Orig

2. Orig Grant Allocation :

3. References :

Dept File :
Local Govt :
Surveyor : 17-0596S/6

5. Passed & Endorsed :

By : **Wolter Consulting Group Pty Ltd**
Date :
Signed :
Designation : **Liaison Officer**

Date of Development Approval:

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

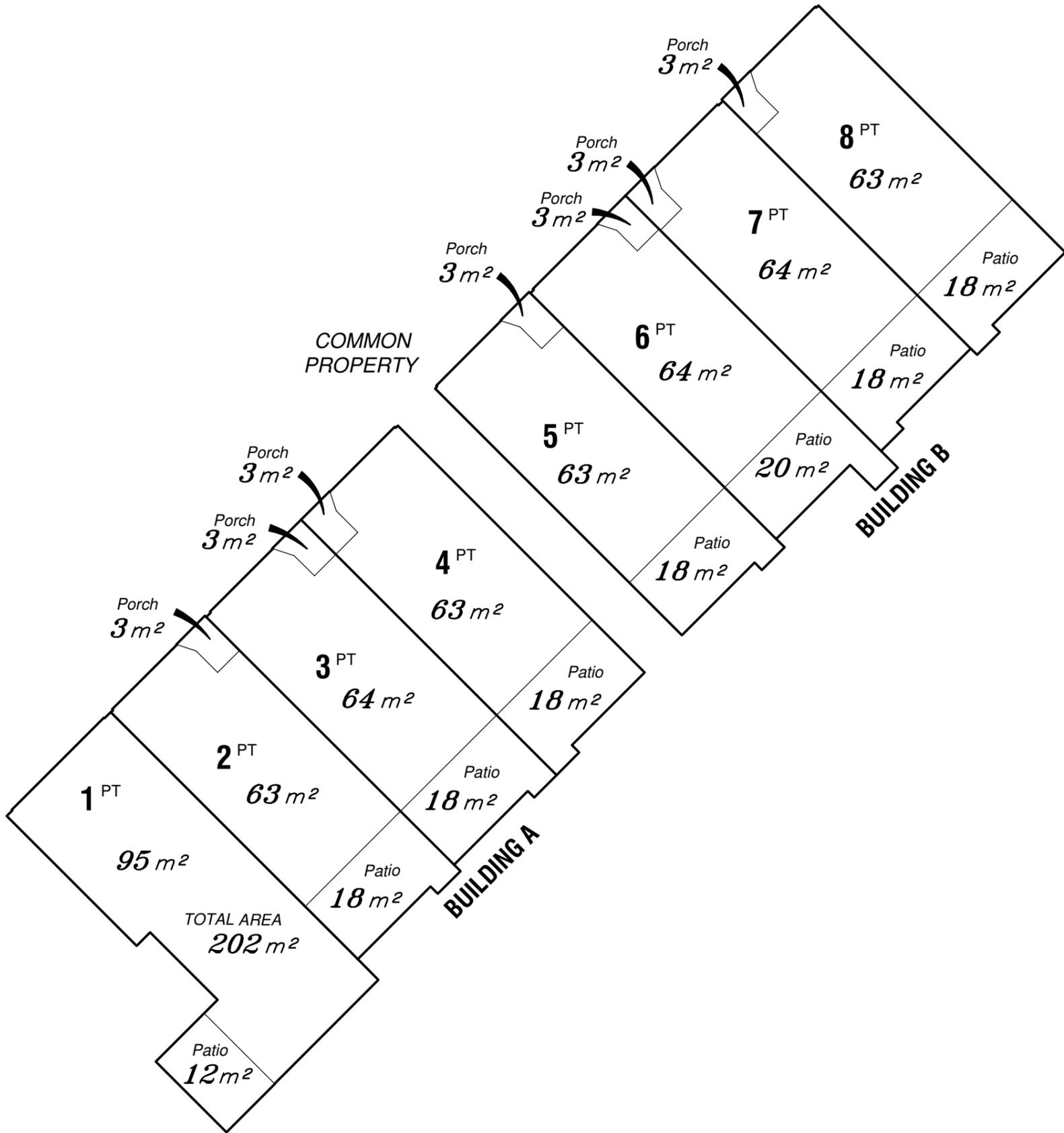
7. Lodgement Fees :

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

8. Insert Plan Number **SP324951**

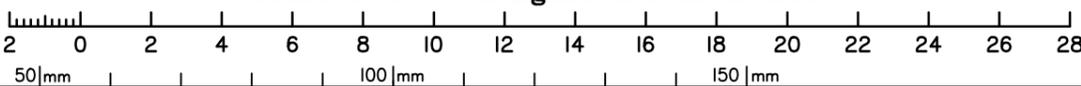
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LEVEL A
Scale 1:200

Scale 1:200 - Lengths are in Metres.

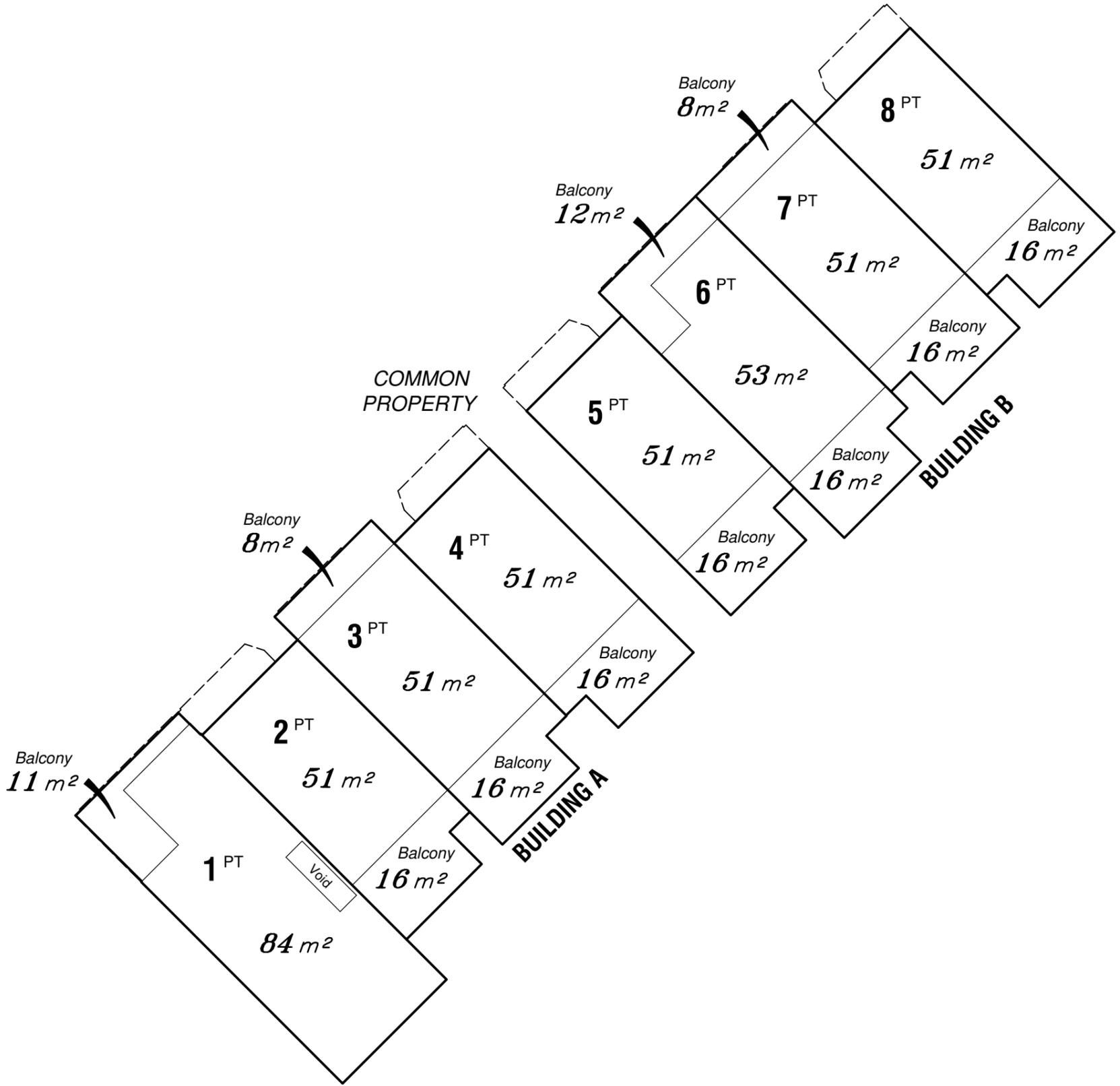


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Insert Plan Number **SP324951**

PRELIMINARY

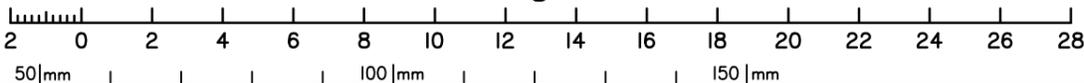
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LEVEL B
Scale 1:200

--- Denotes Outline of Level Below

Scale 1:200 - Lengths are in Metres.

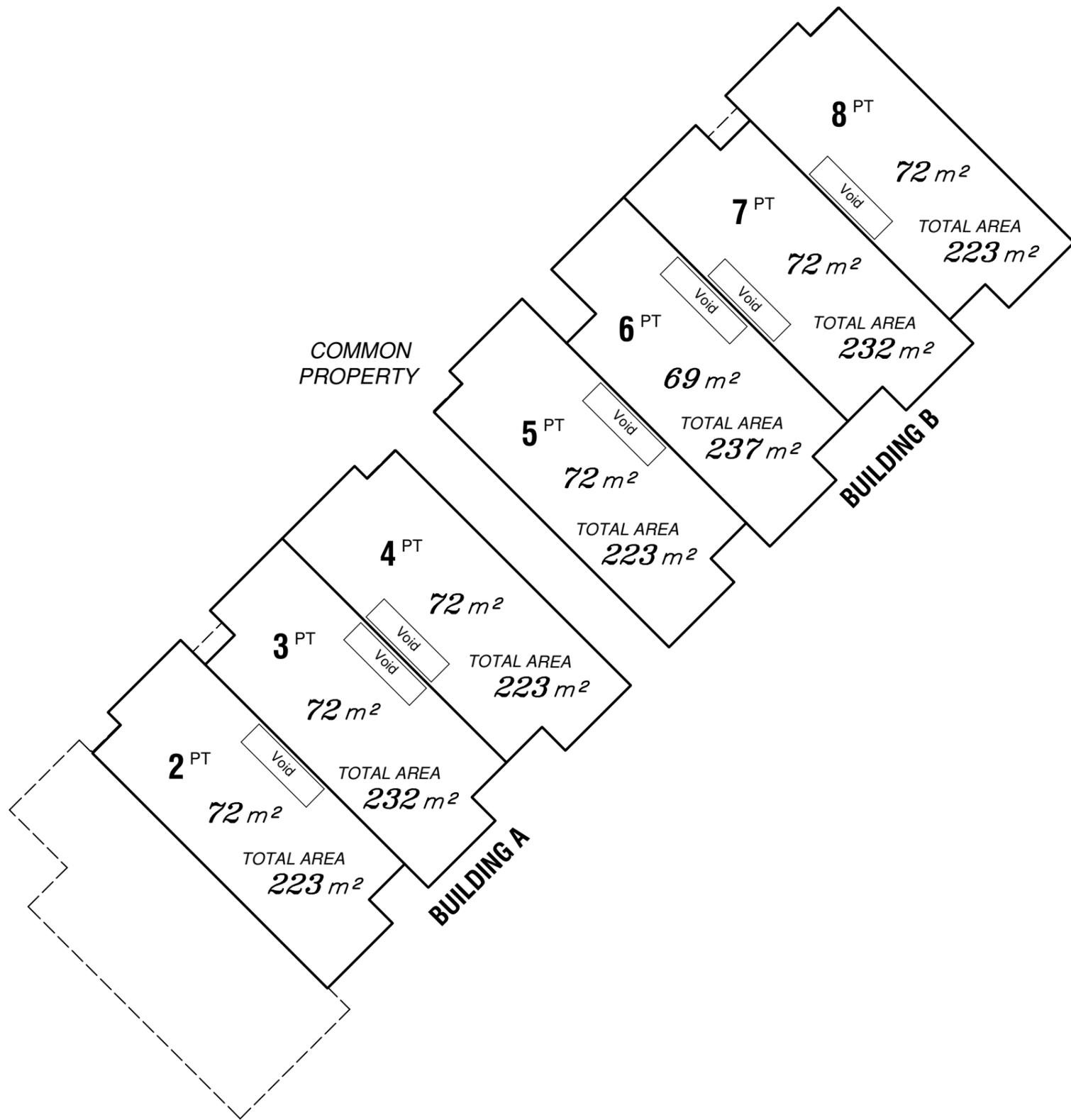


State copyright reserved.

Insert Plan Number **SP324951**

PRELIMINARY

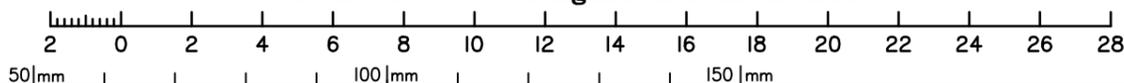
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LEVEL C
Scale 1:200

---- Denotes Outline of Level Below

Scale 1:200 - Lengths are in Metres.

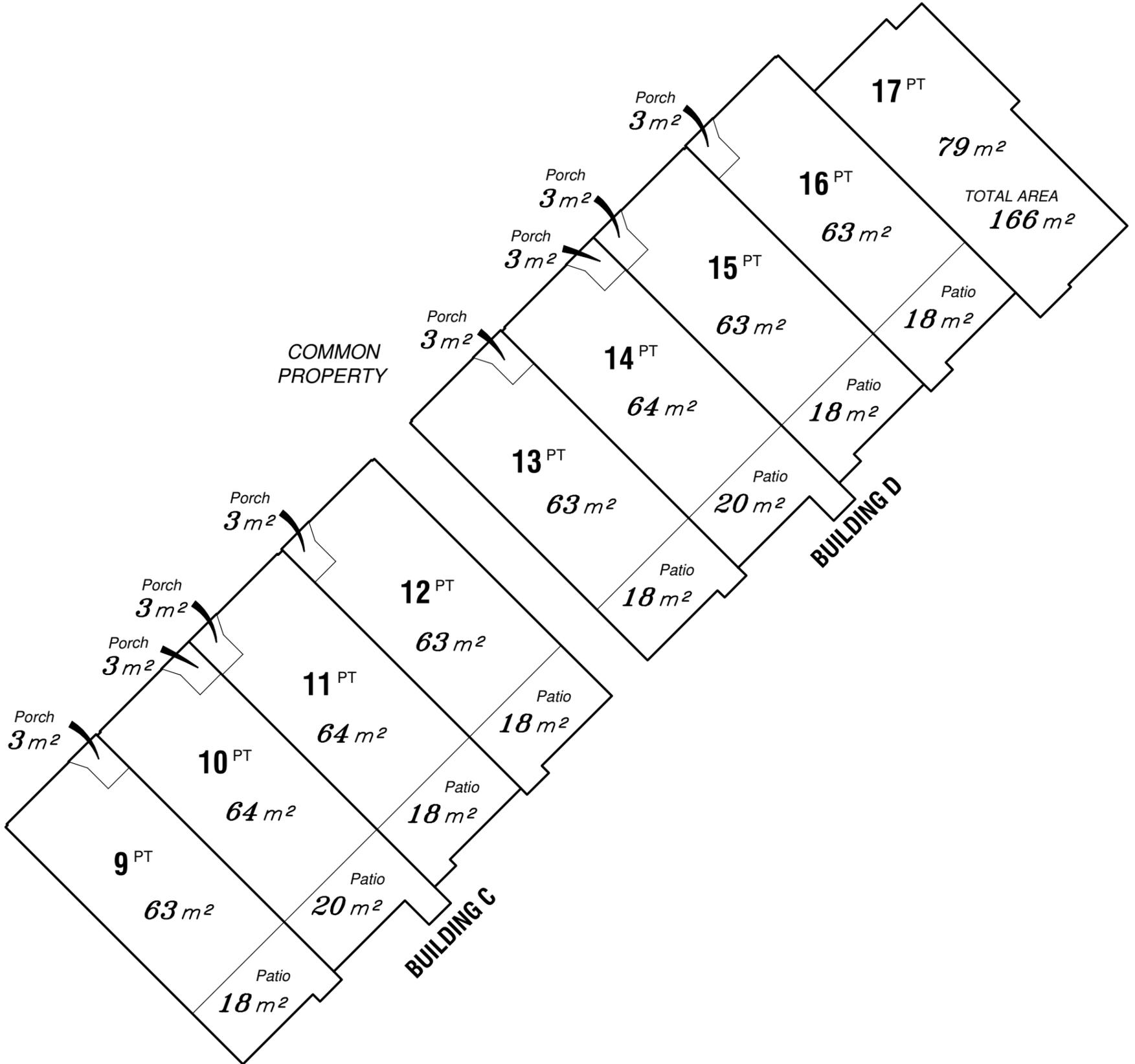


State copyright reserved.

Insert Plan Number **SP324951**

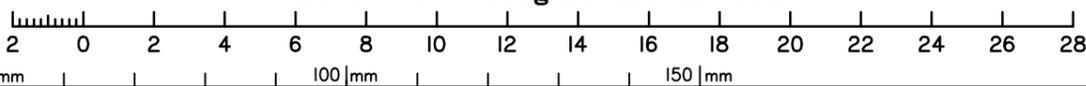
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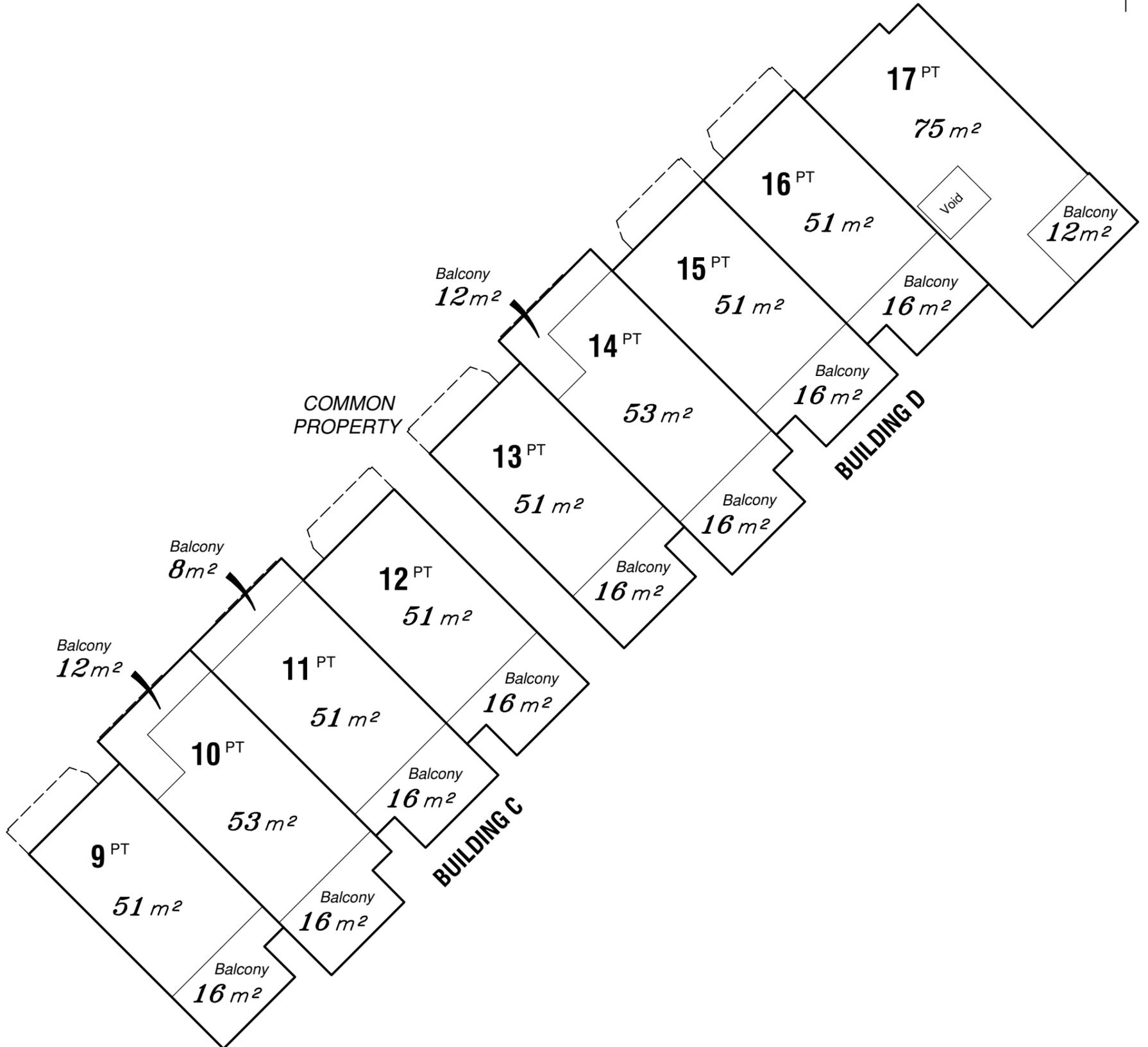


State copyright reserved.

Insert Plan Number **SP324951**

PRELIMINARY

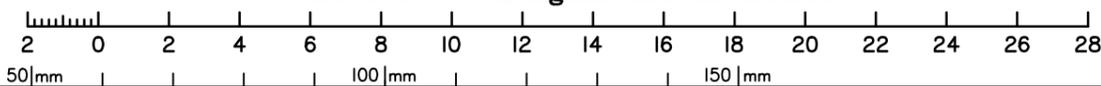
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LEVEL B
Scale 1:200

--- Denotes Outline of Level Below

Scale 1:200 - Lengths are in Metres.

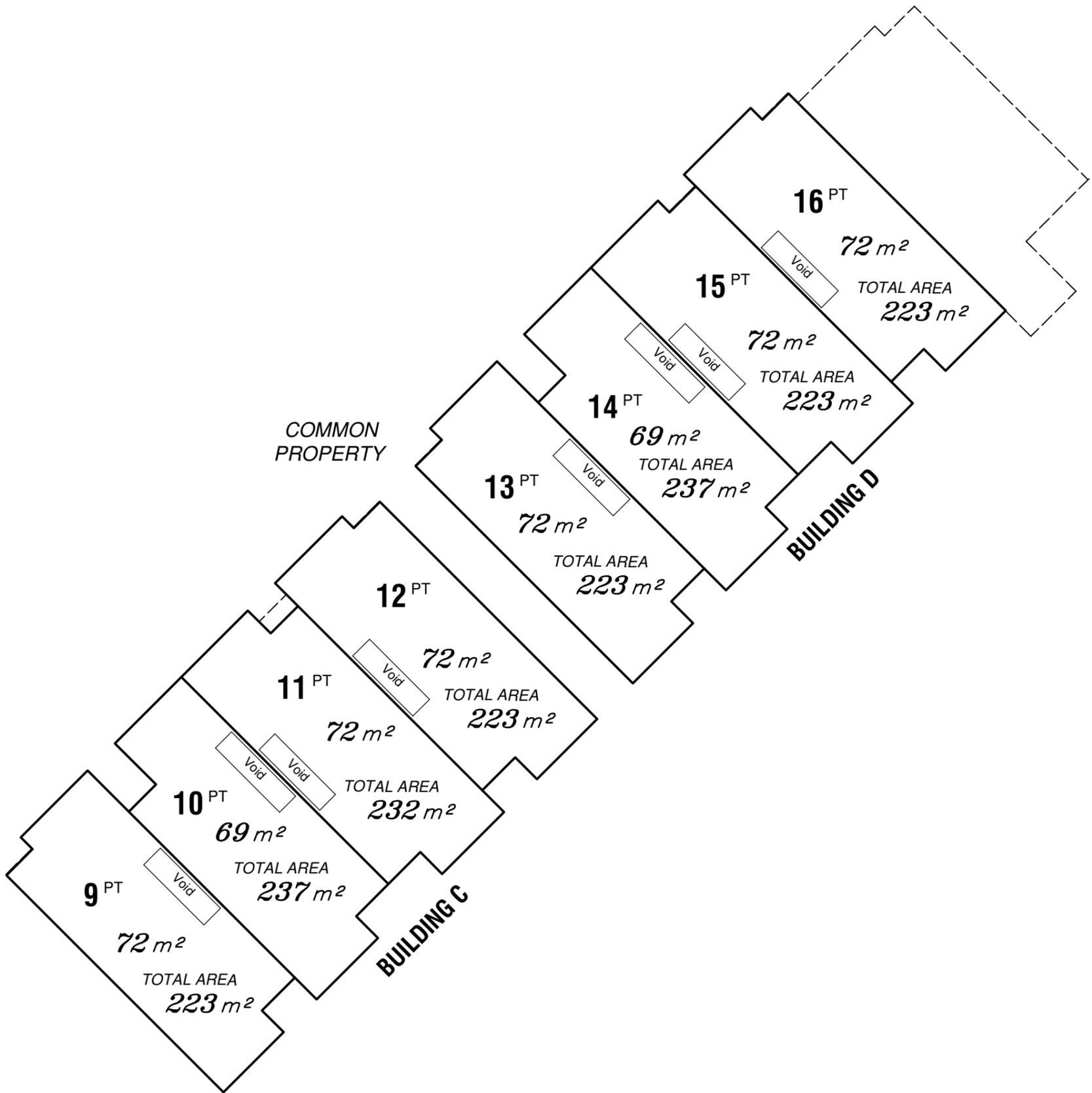


State copyright reserved.

Insert Plan Number **SP324951**

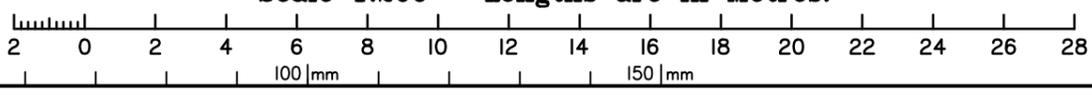
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LEVEL C
Scale 1:200

Scale 1:200 - Lengths are in Metres.



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Insert Plan Number **SP324951**

CHAPTER 4

ESTIMATED INITIAL ANNUAL CONTRIBUTIONS

The Body Corporate for Summerlin Poolside Terraces

Administrative Fund Budget for the First 12 Months including GST

INCOME	\$	REMARKS
GROSS INCOME	\$ 30,065	
EXPENSE	\$	REMARKS
Body Corporate Administration - Additional	\$ 468	
PP & O - Core Duties	\$ 1,496	Postage, Photocopying & Outlays
Audit Fees	\$ -	Not in 1st Year
Bank Charges	\$ 112	
Body Corporate Administration	\$ 2,338	Secretarial & Treasury Fee
Body Corporate Administration - Establishment	\$ 385	
Consultancy Fee	\$ 374	
Contributions to PBC - Admin Fund	\$ 7,086	
Contributions to PBC - Sinking Fund	\$ 2,720	
Electricity	\$ -	
Caretaking/Management	\$ 9,350	
Fees & permits	\$ 275	
Fuel	\$ 55	
Income Tax Return Preparation	\$ 275	
<i>Insurance</i>	\$ -	
- Building	\$ 9,075	Lots & Common Property
- Building Reimbursement	(\$ 9,075)	Paid by the Original owner in 1st Year
- Machinery	\$ -	
- Office Bearers	\$ 275	For Committee Members
- Public Liability	\$ 385	For Common Property Only
- Stamp Duty & Admin	\$ 1,112	
Software License	\$ 281	
<i>Repairs & Maintenance</i>	\$ -	
- R & M - Building	\$ 1,100	
- R & M -Cleaning	\$ 275	
- R & M - Gardens & Grounds	\$ 275	
- R & M - Electrical	\$ 275	
- R & M - Pest Control	\$ 275	Common Property Only
- R & M - Plumbing	\$ 385	
Sundry Expenses	\$ 110	
Tax Fee - BAS	\$ -	Not to be Registered for GST
Water	\$ 385	
TOTAL	\$ 30,065	

The Body Corporate for Summerlin Poolside Terraces

Sinking Fund Budget for the First 12 Months including GST

INCOME	\$	REMARKS
GROSS INCOME	\$ 18,700	
EXPENSE	\$	REMARKS
Contingency	\$ 1,100	
TOTAL	\$ 1,100	

StrataDynamics

The Body Corporate for Summerlin Poolside Terraces

Statement of Proposed Contributions (Including GST)

Lot	CSLE	ISLE	Annual Insurance Levy based on ISLE #	Annual Caretaking Agreement based on CSLE*	Annual Body Corp. Admin. Agreement based on CSLE*	Annual Admin. Fund Levy based on CSLE	Annual Sinking Fund Levy based on CSLE	Total Annual Levies (Excl. Insurance)	Weekly Contributions (Excl. Insurance)
				Included in Admin. Fund Levy					
1	100	738	\$ 548.92	\$ 550.00	\$ 275.65	\$ 1,768.55	\$ 1,100.00	\$ 2,868.55	\$ 55.16
2	100	719	\$ 534.79	\$ 550.00	\$ 275.65	\$ 1,768.55	\$ 1,100.00	\$ 2,868.55	\$ 55.16
3	100	707	\$ 525.86	\$ 550.00	\$ 275.65	\$ 1,768.55	\$ 1,100.00	\$ 2,868.55	\$ 55.16
4	100	719	\$ 534.79	\$ 550.00	\$ 275.65	\$ 1,768.55	\$ 1,100.00	\$ 2,868.55	\$ 55.16
5	100	719	\$ 534.79	\$ 550.00	\$ 275.65	\$ 1,768.55	\$ 1,100.00	\$ 2,868.55	\$ 55.16
6	100	707	\$ 525.86	\$ 550.00	\$ 275.65	\$ 1,768.55	\$ 1,100.00	\$ 2,868.55	\$ 55.16
7	100	707	\$ 525.86	\$ 550.00	\$ 275.65	\$ 1,768.55	\$ 1,100.00	\$ 2,868.55	\$ 55.16
8	100	719	\$ 534.79	\$ 550.00	\$ 275.65	\$ 1,768.55	\$ 1,100.00	\$ 2,868.55	\$ 55.16
9	100	719	\$ 534.79	\$ 550.00	\$ 275.65	\$ 1,768.55	\$ 1,100.00	\$ 2,868.55	\$ 55.16
10	100	719	\$ 534.79	\$ 550.00	\$ 275.65	\$ 1,768.55	\$ 1,100.00	\$ 2,868.55	\$ 55.16
11	100	719	\$ 534.79	\$ 550.00	\$ 275.65	\$ 1,768.55	\$ 1,100.00	\$ 2,868.55	\$ 55.16
12	100	719	\$ 534.79	\$ 550.00	\$ 275.65	\$ 1,768.55	\$ 1,100.00	\$ 2,868.55	\$ 55.16
13	100	719	\$ 534.79	\$ 550.00	\$ 275.65	\$ 1,768.55	\$ 1,100.00	\$ 2,868.55	\$ 55.16
14	100	707	\$ 525.86	\$ 550.00	\$ 275.65	\$ 1,768.55	\$ 1,100.00	\$ 2,868.55	\$ 55.16
15	100	707	\$ 525.86	\$ 550.00	\$ 275.65	\$ 1,768.55	\$ 1,100.00	\$ 2,868.55	\$ 55.16
16	100	719	\$ 534.79	\$ 550.00	\$ 275.65	\$ 1,768.55	\$ 1,100.00	\$ 2,868.55	\$ 55.16
17	100	738	\$ 548.92	\$ 550.00	\$ 275.65	\$ 1,768.55	\$ 1,100.00	\$ 2,868.55	\$ 55.16
TOTAL	1700	12201	\$ 9,075.00	\$ 9,350.00	\$ 4,686.00	\$ 30,065.40	\$ 18,700.00	\$ 48,765.40	

Note:

The Insurance premium will be paid by the Original Owner in the first Year and recovered from Owners in following years in accordance with their ISLE. Due to the volatile nature of the insurance market and construction costs, premiums may vary from the disclosed amounts depending on market conditions at the time of registration of the scheme .

* These figures include GST and are included in the Administrative Fund Levy.

CHAPTER 5

PROPOSED COMMUNITY MANAGEMENT STATEMENT FOR SCHEME AND EXISTING COMMUNITY MANAGEMENT STATEMENT FOR PRINCIPAL SCHEME

THIS CMS MUST BE DEPOSITED WITH:

- 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

SUMMERLIN POOLSIDE TERRACES COMMUNITY TITLES SCHEME

2. Regulation module

ACCOMMODATION

3. Name of body corporate

BODY CORPORATE FOR SUMMERLIN POOLSIDE TERRACES COMMUNITY TITLES SCHEME

4. Scheme land

Lot on Plan Description _____
Common Property of Summerlin Poolside Terraces CTS _____
Lots 1 to 17 on SP324951 _____

Title Reference
To issue from _____
To issue from _____

5. Name and address of original owner

Ivedon Street Pty Ltd A.C.N. 139 408 745
c/o - Dennis Family Corporation, Building One, 2404 Logan Road, Eight Mile Plains QLD 4113
first community management statement only

6. Reference to plan lodged with this statement

SP324951

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

Ivedon Street Pty Ltd A.C.N. 139 408 745 by its Attorney Marcus Roy Ford
under Power of Attorney No. 717403834 who declares that he has received
no notice of the revocation of the Power of Attorney

Execution Date

..... Marcus Roy Ford, Attorney
*Execution

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

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SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP324951	100	738
Lot 2 on SP324951	100	719
Lot 3 on SP324951	100	707
Lot 4 on SP324951	100	719
Lot 5 on SP324951	100	719
Lot 6 on SP324951	100	707
Lot 7 on SP324951	100	707
Lot 8 on SP324951	100	719
Lot 9 on SP324951	100	719
Lot 10 on SP324951	100	719
Lot 11 on SP324951	100	719
Lot 12 on SP324951	100	719
Lot 13 on SP324951	100	719
Lot 14 on SP324951	100	707
Lot 15 on SP324951	100	707
Lot 16 on SP324951	100	719
Lot 17 on SP324951	100	738
TOTALS	1700	12201

Deciding Contribution Schedule Lot Entitlements (CSLE)

The CSLE for the scheme are equal and have been based on the 'Equality Principle', as required by section 46A(1) of the *Body Corporate and Community Management Act 1997*.

Deciding Interest Schedule Lot Entitlements (ISLE)

The ISLE for the scheme has been decided using the *market value principle* as required by section 46B (section 46B(2)(a)) of the *Body Corporate and Community Management Act 1997*.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

In accordance with the layered arrangements identified in the community management statement for Summerlin CTS50702.

SCHEDULE C BY-LAWS

The by-laws in Schedule 4 of the Act will not apply to the Scheme and the following By-Laws will apply:

1. INTERPRETATION

1.1 Rules of Interpretation

In these By-Laws unless a contrary intention appears:

- (a) headings throughout these By-Laws are for guidance only and are not to be used as an aid in the interpretation of these By-Laws;
- (b) the singular includes the plural and visa versa;
- (c) references to either gender shall include a reference to the other gender;
- (d) a reference to the whole includes any part of the whole;
- (e) 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 any of them;

- (f) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority, 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;
- (g) all By-Laws must be construed so as not to be invalid, illegal or unenforceable in any respect but if any By-Law on its true interpretation is illegal, invalid or unenforceable that provision may be read down to such extent as may be necessary to ensure that it is not illegal, invalid or unenforceable and a may be reasonable in all the circumstances so as to give it a valid operation of a partial character. If any such By-Law or part cannot be so read down by such By-Law will be deemed to be void and severable and the remaining By-Laws or part must not in any way be affected or impaired.

1.2

Definitions

In these By-Laws unless a contrary intention appears, the following words have these meanings:

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

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

Body Corporate means the Body Corporate created upon the establishment of the Scheme, and includes the successors in title and assigns of the Body Corporate, the registered lessee of the Common Property of the Body Corporate if any, and where the context permits, the Body Corporate's associates.

Body Corporate Assets means the personal property of the Body Corporate.

By-Laws means the By-Laws or any specified part of them.

Caretaker Manager means the person or corporation appointed by the Body Corporate from time to time as resident caretaker to, amongst other things, keep the Common Property in good order.

Common Property means the Common Property of the Scheme.

Committee means the Committee of the Body Corporate appointed pursuant to the Act.

Cost(s) includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever, including, where appropriate, all legal fees on an indemnity basis.

Heavy Vehicle includes a motor vehicle in excess of three (3) tonnes weight unloaded.

Invitee in relation to Owner or Occupier of a Lot includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee or licensee of:

- (a) an Owner or Occupier of a Lot; and
- (b) in the case of an Owner within the provisions of Section 19 of the Act, being the Body Corporate for a Lot which is itself scheme land for a subsidiary scheme, of Owners or Occupiers of a Lot in a subsidiary scheme.

Law means any statute, rule, regulation, proclamation, ordinance, By-Law or statutory instrument (as defined in the *Statutory Instruments Act 1992 (Qld)*), whether present or future and state, federal or otherwise.

Local Government means the Brisbane City Council.

Lot means a Lot in the Scheme to the maximum extent consistent with the Act and where lawful Section 18(4) of the Act shall not apply to the use of the term "Lot" in these By-Laws), includes a lot in any subsidiary scheme.

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

Occupier includes the Owner (when the Owner is in occupation of the Lot) and includes a mortgagee in possession of a Lot and includes an occupier of a part of a Lot and for the sake of clarity, in the case of a Lot included in the Scheme which is scheme land for a subsidiary scheme, includes the occupier of a Lot or Common Property in the subsidiary scheme.

Original Owner has the meaning given to it in the Act and initially means Ivedon Street Pty Ltd A.C.N. 139 408 745.

Owner has the meaning ascribed to that term by the Act, including by the Dictionary with the Act and the provisions of Section 19(a) of the Act, (and therefore includes the Body Corporate for a Lot included in the Scheme which Lot is itself scheme land for a subsidiary scheme) without limitation by Section 19(b) of the Act. *Owner* includes the successors in title and assigns of the Owner and the registered lessee of a Lot if any.

Principal CTS means Summerlin CTS50702.

Principal CTS CMS means the community management statement for the Principal CTS.

Recreation Areas includes all the recreation and similar areas and facilities on the Scheme Land.

Scheme means Summerlin Poolside Terraces CTS_____.

Scheme Land means all the land contained in the Scheme.

Secretary means the Secretary of the Body Corporate.

Subsidiary Scheme means a community titles scheme, the scheme land of which forms part of the Scheme Land of the Scheme.

Vehicles includes motor bikes, but does not include motor vehicles in excess of three (3) tonnes weight loaded, caravans, campervans or mobile homes.

2. PRINCIPAL SCHEME BY-LAWS

2.1 Layered arrangement effect on by-laws

As a subsidiary scheme of the Principal CTS, each Owner is bound by the terms of the Principal CTS CMS.

The Body Corporate cannot adopt consent or record, a new community management statement (for the subsidiary scheme) which varies the By-Laws contained in, or incorporated by a reference into, its then existing community management statement unless such variation is first approved in writing by the Committee or the Body Corporate of this Scheme.

The Body Corporate of a Subsidiary Scheme (being deemed by the Act to be an Owner of a Lot (included in the Scheme) constituting a Subsidiary Scheme) must:

- (a) not suffer, permit or allow any Owner or Occupier of a Lot included in the Subsidiary Scheme or Invitee of such Owner or Occupier to do anything which (if done by an Owner or Occupier of a Lot included in this Scheme, would constitute a breach of these By-Laws);
- (b) take all action necessary, and available to it, to enforce its own Community Management Statement (including its By-Laws) if requested to do so by the Committee or the Body Corporate;
- (c) not adopt consent or record, a new Community Management Statement (for the Subsidiary Scheme) which varies the By-Laws contained in, or incorporated by a reference into, its then existing Community Management Statement unless such variation is first approved in writing by the Committee or the Body Corporate of this Scheme.

2.2 Compliance

The By-Laws of this CTS and of any Subsidiary Schemes must:

- (a) comply with all laws (including by reason of any relevant orders issued from any court having jurisdiction);
- (b) comply with all requirements of any authority having jurisdiction including without limitation the Local Government (including without limitation all approvals); and
- (c) take into account the plans and statements (as are current from time to time) provided by the Original Owner including without limitation relating to environmental management, engineering management, fauna management, vegetation management, landscaping management and and/or acoustics.

2.3 Covenants and agreements

The Original Owner and/or Body Corporate shall have the power to grant all easements, covenants and enter into all agreements required by any relevant authority, utilities or service provider (including without limitation the Local Government). This may include without limitation:

- (a) the granting, surrendering or amending of any registered easements;
- (b) the granting, surrendering or amending of any registered covenants;
- (c) the dedication of any land (including as open space or road);
- (d) the granting of rights in relation to access to or use of common property; and/or
- (e) agreements with respect to the maintenance of any land or facility within the general vicinity of the CTS, and the terms of such agreements shall be at the absolute discretion of the Body Corporate.

3. PROTECTION OF COMMON PROPERTY

3.1 Landscaping

An Owner or Occupier of a Lot must not:

- (a) damage or remove any landscaping, lawn, garden, tree, shrub, plant or flower being part of or situated upon the Scheme Land; or
- (b) except with the prior written consent of the Body Corporate, use for his own purposes as a garden or landscaping area any portion of the Common Property.

3.2 Damage to Common Property or Lot

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

3.3 Depositing of rubbish on Common Property

An Owner or Occupier of a Lot must:

- (a) not deposit or throw upon the Common Property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another Owner or Occupier or of any person lawfully using the Common Property;
- (b) not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of a Lot;
- (c) lawfully dispose of any rubbish located on the Lot; and
- (d) follow all directions of the Committee with respect to the disposal of rubbish within the Scheme.

The Committee is empowered in its absolute discretion to clear away (at the cost of any offending Owner or Occupier) all such rubbish, dirt, dust, paper, refuse, cigarette butts or other material or substance and repair any damage caused to the Common Property or Lot.

4. CONDUCT WITHIN THE SCHEME

4.1 Nuisance

An Owner or an Occupier of a Lot must not permit noxious or offensive trade or activity to be carried on upon the Scheme Land or in any Lot nor permit anything to be done thereon which may be, or may become, an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the Owners and Occupiers of other Lots or any other person lawfully using the Common Property. In particular and without limitation:

- (a) no loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices, noisy or smoky vehicles or items which may unreasonably interfere with television or radio reception of any residence may be located used or placed on any portion of the Scheme Land or exposed to the view of other Owners or Occupiers without the prior written consent of the Body Corporate;
- (b) all musical instruments, wireless, radiograms, television sets, stereos and the like shall be controlled so that the sound arising therefrom is reasonable and will not cause annoyance to other Owners and Occupiers of Lots on the Scheme Land;
- (c) guests leaving after 11.00pm must be requested by their hosts to leave quietly and quietness must also be observed when Owners and Occupiers return to their Lots late at night, or in the early morning hours;

- (d) in the event of any unavoidable noise in a Lot at any time the Occupier or Owner thereof will take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Lot and also further steps as may be within their power for the same purpose; and
- (e) not smoke cigarettes or any other substance whilst on Common Property.

4.2 Obstruction

An Owner or Occupier of a Lot must not:

- (a) obstruct or interfere with:
 - (1) the Lawful use of the Common Property by any person; or
 - (2) the use of pathways and driveways on the Common Property and any easement giving access to the Common Property;
- (b) use pathways and driveways on the Common Property and any easement giving access to the Common Property for any other purpose than the reasonable ingress and egress to and from their particular Lot.

Occupiers (other than the Original Owner) must not directly instruct any contractors or workmen employed by the Body Corporate unless authorised in writing by the Body Corporate.

4.3 Accidents on Common Property

The Owner and Occupier of a Lot must:

- (a) give Notice in writing to the Body Corporate of any accident which:
 - (1) occurs on or arises out of or relates to Common Property; or
 - (2) involves the Owner, Occupier or any Invitee of the Owner or Occupier; and
- (b) include in such Notice, all details of such accident normally required by an insurer;
- (c) provide all such assistance with any insurance claim arising out of such accident as is reasonably required by the Body Corporate or its representatives and
- (d) advise the Body Corporate in writing of any observed hazard, defect or damage observed on Common Property

4.4 Storage of flammable materials

The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property. The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes. However, this section does not apply to storage of fuel in:

- (a) a fuel tank of a vehicle, boat or internal combustion engine; or
- (b) a tank kept on a vehicle or a boat in which the fuel is stored under the requirements of the Laws relating to the storage of flammable liquid.

4.5 Use of services and facilities

The Owner or Occupier of a Lot must use services and facilities in Lots and the Common Property properly and not for any purpose for which they were not designed.

4.6 Notice of damage

The Body Corporate must be promptly notified of any damage to or defect in water or gas pipes, electrical cables, service cables, utility infrastructure and other fixtures which comprise part of the Common Property.

4.7 Insurance

An Owner or Occupier of a Lot must not bring to, do or keep anything on his Lot which may increase the rate of insurance on his Lot or any other part of the Scheme Land which may conflict with the Laws and/or regulations relating to safety or any insurance policy for such Lot or Scheme Land or the regulations or ordinances or any public authority for the time being in force.

5. VEHICLES, PARKING AND DRIVING

5.1 Parking on Common Property

- (1) An Occupier must not, without the Body Corporate's written approval:
 - (a) park a vehicle, or allow a vehicle to stand, on the Common Property, or

- (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
- (2) An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.
- (3) However, the Body Corporate may cancel the approval by giving 7 days' Notice to the Occupier, with the exception of designated visitor parking.

5.2 Ability to remove vehicles

The Committee is empowered in its absolute discretion to secure the removal of all and any vehicles parked contrary to the By-Laws on the Common Property by towing or other available means. The offending Occupier or Owner is responsible for all Costs of the Body Corporate incurred by reason thereof.

5.3 Heavy Vehicles

Heavy Vehicles are not permitted on Common Property and/or assets of the Body Corporate without the prior written permission of the Committee which can be given or withheld at its absolute discretion. This by-law does not apply to the Original Owner (or at its direction).

5.4 Speed limit

Occupiers must not exceed the Speed Limit while driving any vehicle on Scheme Land. Occupiers must use their best endeavours to ensure that their Invitees do not exceed the Speed Limit.

5.5 Bicycles

Bicycles shall only be stored in the areas and racks provided by the Body Corporate (if any) and must be locked to prevent theft.

No motor bikes or scooters are to be stored or allowed to stand in any areas designated for bicycles.

6. USE OF LOTS

6.1 Peaceable use

Subject to this By-Law Lots may be used for any purpose permitted by Law.

No Occupier may use any Lot for a use which:

- (a) is illegal or unlawful;
- (b) may be injurious to the reputation of the CTS or Owners of Lot;
- (c) may interfere with other Owner's or Occupier's peaceful enjoyment of a Lot or Common Property;
- (d) may interfere with the general management of the common property and/or any Recreational Areas;
- (e) is contrary to any law or requirement of the Local Government; or
- (f) is inconsistent with the By-Laws of this CTS or of any Subsidiary Scheme.

6.2 Caretaker's Office

At any time, only one Lot (**Caretaker's Office**) included in a Scheme that is a Subsidiary Scheme may be used as an office from which to perform the duties of the Caretaker of the Common Property. The Caretaker's Office shall be:

- (a) initially the Caretaker's Office as may be nominated in writing by the Original Owner to the Body Corporate;
- (b) the Caretaker, while the Caretaker of Common Property for this Scheme, may designate another Lot which may be used for that purpose instead of the original nominated Lot. When this occurs, the original (or previously) nominated Lot may no longer be used for that purpose;
- (c) when the Caretaker ceases to be the Caretaker of Common Property for this Scheme, the Committee of this Scheme may nominate another Lot in a Scheme that is a Subsidiary Scheme of this Principal Property. When this occurs, the original (or previously) nominated Lot may no longer be used for that purpose.

The process in this By-Law may be repeated each time a new Lot is designated as the Lot which may be used for conducting the business of caretaking and managing.

6.3 Letting Agent's Office

The Letting Agent's Office shall be:

- (a) initially, the Letting Agent's Office as may be nominated in writing by the Original Owner to the Body Corporate;
- (b) the Letting Agent, while that Letting Agent holds an authorisation from this Scheme to act as a Letting Agent for this Scheme may designate another Lot which may be used for that purpose instead of the original nominated Lot. When this occurs, the original (or previously) nominated Lot may no longer be used for that purpose;
- (c) when that Letting Agent ceases to hold an authorisation from the Scheme to act as a letting agent for this Scheme, the Committee of this Scheme may nominate another Lot included in a Scheme that is a Subsidiary Scheme of this Scheme to be used to conduct the business of a letting and selling agent for the Lots. When this occurs, the original (or previously) nominated Lot may no longer be used for that purpose.

The process in this By-Law, may be repeated each time a new Lot is designated as the Lot which may be used for conducting the business of a letting and selling agent for the Lots. The Letting Agent's office and Caretaker's Office may be the same Lot.

6.4 Maintenance of Lots

Occupiers must:

- (a) maintain their Lot and keep it clean and free of rubbish, insects and vermin;
- (b) keep accessible windows and glass clean;
- (c) maintain and repair their Lot so that it is not offensive in appearance to other Occupiers; and
- (d) ensure that all balconies and terraces that form part of their Lot do not leak resulting in water escaping into other Lots or Common Property.

If the Committee gives the Owner or Occupier reasonable notice of the intention to enter the Lot for inspection or to carry out works, the Occupier must permit representatives and agents of the Body Corporate access to the Lot at all reasonable times for the purpose of inspection, carrying out works and carrying out works to rectify any Breach.

An Occupier of a Lot which contains any garden area or feature plants must maintain that area or plants so as to be tidy in appearance and facilitate the Scheme being visually uniform.

6.5 Structural matters

An Owner or Occupier must not:

- (a) make any structural alterations to the Lot (including any alteration to gas, water, electrical or similar installations or installation of any air-conditioning system); or
- (b) do anything which might affect the structural integrity of the improvements on the Scheme Land, without the prior written consent of the Committee. The Owner or Occupier must obtain any other approval required by law.

6.6 Changes to external appearance

An Owner or Occupier may not do anything to change the external appearance of the Lot without the prior written consent of the Committee and consent of the Local Authority (if required). For example, this means an Owner or Occupier must not:

- (a) enclose the balcony of the Lot;
- (b) place or construct any improvement on the Lot which can be seen from the outside of the Lot;
- (c) fix any antennae or aerial to the Lot;
- (d) affix shutters, awnings, tinting or security screens on any door or window except those similar in appearance to insect screens (with flat screening material and which to all intents and purposes would be viewed as an insect screen);
- (e) hang curtains or other window trimmings in the Lot except curtains with a white or neutral backing;
- (f) alter any landscaping or garden;
- (g) hang washing, bedding or other articles, display any sign, banner, advertisement or similar articles, use any part of the Lot for storage (except exclusive use storage areas), keep any oversized plants (as

determined in the opinion of the Committee) and install any aerials, receivers or the like if it is visible from the outside of the Lot.

This by-law does not apply to the Original Owner (or at its direction).

6.7 Treatment of balconies and terraces

All balconies and terraces are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures other than those consistent with any requirement of the Local Authority, clearly depicted on approved Council drawings.

6.8 Security

Occupiers must:

- (a) lock or securely fasten all doors and window whenever the Lot is not occupied;
- (b) after entry or exit, close and lock any door, gate, roller door or other means of entry to the Scheme Land or an asset of the Body Corporate which are intended to prevent unauthorised access; and
- (c) keep all keys and other security devices in a safe place and immediately report to the Body Corporate or Service Contractor any keys or other security devices which may be lost or stolen.

An Owner or Occupier must not affix security screens to any window or door without the prior consent of the Committee.

6.9 Consent to alterations

The following procedure applies to an application for consent to alterations:

- (a) the Owner must submit a written request together with plans and specifications to the Committee;
- (b) the Committee may submit the plans to an architect, engineer or other consultant nominated by it, if they consider they need specialist advice;
- (c) the Committee may impose conditions on the approval of the plans and specifications; and
- (d) all fees and costs incurred by the Committee must be paid by the Owner.

6.10 Air-conditioning units located on Common Property

Air-conditioning units for Lots may be located on Common Property. Responsibility for the maintenance of air-conditioning units which service individual Lots are:

- (a) Owner or Occupier:
 - (1) must maintain the air-conditioning unit and any associated infrastructure for their Lot in good working order [and for the avoidance of doubt, the Body Corporate is not responsible for the same]; and
 - (2) is responsible for the air-conditioning unit and any associated infrastructure for their Lot in all respects including any loss or damage to or caused by the same [and as such, it is up to the Owner or Occupier to hold all appropriate insurances as the Body Corporate is not responsible for insuring the air-conditioning units or associated infrastructure].
- (b) Body Corporate must:
 - (1) keep the area in which the units are maintained generally in a clean and tidy condition (subject to the prevailing conditions if the units are located outdoors);
 - (2) allow access to the area during business hours to a licensed contractor of an Owner or Occupier upon at least 2 days' Notice from the Owner or Occupier;
 - (3) maintain the Common Property area generally [but if any such maintenance is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost of the same];
 - (4) maintain utility infrastructure and other Body Corporate fixtures within the area [but if any such action is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost].

6.11 Garbage disposal

Unless the Body Corporate provides some other way of garbage disposal, the Occupier of a Lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot or on a part of the Common Property designated by the Body Corporate for the purpose. The Occupier of a Lot must:

- (a) comply with all Local Government local Laws about the disposal of garbage;

- (b) ensure that the Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Occupiers of other Lots; and
- (c) ensure that garbage bins left out for garbage collection are removed from the Common Property and returned to the relevant Lot as soon as practical after garbage collection, and, if possible on the same day of collection.

6.12 Clearance of post boxes

The Owner or Occupier of a Lot must regularly clear the post box for the Lot wherever located.

6.13 Access to Lot(s)

The Occupier of a Lot must permit the Body Corporate by itself, its servants, agents, consultants or contractors full and free access to the Lot with or without necessary equipment, tools, materials and machinery and to dig into, erect scaffolding upon and break the soil of the Lot where necessary for the purpose of:-

- (a) installing, maintaining, repairing or replacing all or any cables, pipes, conduits, channels, manholes, chambers, inlets, drains, fittings or the like for the supply of all or any utility services (as defined in Schedule 4 of the Act) to the Lots and any other Lots or common property of the CTS; and
- (b) maintaining, repairing or replacing any retaining wall which forms part of the boundary of the Lot with the Common Property provided the Body Corporate must restore the Lot to the condition it was in immediately prior to its right of access being exercised.

6.14 Notification of infectious diseases

In the event any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the Owner or Occupier of such Lot must give, or cause to be given, Notice thereof and any other information which may be required relating thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

6.15 Auction sales

Occupiers must not permit any auction sale to be conducted or take place within their Lot or upon the Common Property or an asset of the Body Corporate without the prior written permission of the Committee. This by-law does not apply to the Original Owner (or at its direction).

7. ANIMALS

7.1 Guide Dogs

A person mentioned in the *Guide Dogs Act 1972 (Qld)*, Section 5, who has the right to be on a Lot or on the Common Property, has the right to be accompanied by a Guide Dog while on the Lot or the Common Property. A person mentioned in this By-Law, who is the Owner or Occupier of a Lot has the right to keep a Guide Dog on the Lot.

7.2 Pets

Subject to section 181 of the Act and this By-Law, Occupiers may not keep or bring any animal on Scheme Land unless in compliance with this By-Law.

An Owner or Occupier may keep one animal (ie. one dog or one cat) only in a Lot as long as:

- (a) the Occupier gives the Committee prior notice of its intention to keep the animal and details of the type, size and registration of the animal;
- (b) the animal:
 - (1) weighs less than 10 kilograms;
 - (2) is required by any Authority, registered and micro-chipped;
 - (3) is a domesticated pet;
 - (4) is suitably restrained whilst on the Common Property or an asset of the Body Corporate; and
 - (5) does not disturb Occupiers or create any safety or amenity issues as to Scheme Land.

The onus of proving that the animal complies with this By-Law is on the Owner or Occupier. In the event that the Committee forms the reasonable view that the animal is not in compliance with this By-Law, it can require the removal of the animal.

An Owner or Occupier may keep a second or subsequent animal only with prior written approval of the Committee.

7.3 Refusal of permission

Despite anything else in this By-Law, the Body Corporate may refuse permission (and prohibit) to bring or keep a pet or other animal onto the Scheme Land by giving Notice to the Owner of the pet or other animal concerned if, in the reasonable opinion of the Body Corporate, the pet or other animal is a nuisance or a danger to other Owners or Occupiers or there has been a persistent breach of this By-Law.

7.4 Liability

Any Owner or Occupier of a Lot who brings, keeps or allows a pet or other animal onto the Scheme Land is responsible for and assumes all liability for the actions of the pet or other animal whether or not the Owner or Occupier had knowledge, notice or forewarning of the likelihood of such action.

7.5 Detaining of animals

Any pet or other animal in breach of this By-Law and/or found loose on the Scheme Land may be detained by the Body Corporate.

The Body Corporate is empowered in its absolute discretion to arrange for the removal of any pet or animal (in breach of these By-laws) by engaging a professional and in such instances the offending animal owner is responsible for all costs of the Body Corporate incurred by reason thereof, payable prior to release of the animal.

8. SECURITY

8.1 Security system

The Body Corporate has the power to operate a security system or systems for the Scheme Land including to implement security procedures and security equipment designed to prevent unauthorised entry to the Scheme Land.

8.2 Ability to delegate

The Body Corporate may operate this security system itself or delegate that responsibility to someone else or retain someone else to operate the security system (including a person who is a service contractor within the meaning of the Act).

8.3 Compliance

A Subsidiary Body Corporate and Owners and Occupiers of Lots must comply with the security systems and must not do anything that may detrimentally affect a security system or its operation.

8.4 No liability

The Body Corporate is not responsible or liable for loss or damage suffered by a person and directly and indirectly caused by:
 (a) the security systems not working, or not working properly or not working as well as the systems could or should work, or
 (b) someone making an unauthorised entry to the Scheme Land.

8.5 Payments

If Owners or Occupiers wish to have their Lot attached to the security system they will be required to pay additional fees to the Body Corporate, as determined by the Body Corporate.

9. PROPERTY

9.1 Notice to be observed

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

9.2 Rules relating to Common Property

The Committee may make, amend, delete or add to, from time to time, rules relating to the Common Property and/or Body Corporate Assets and in particular in relation to the use of any improvements on the Common Property including Recreation Areas and other facilities, not inconsistent with these By-Laws and the same must be observed by the Owners or Occupiers of Lots as is set out in these By-Laws, unless and until they are disallowed or revoked by majority resolution at a general meeting of the Body Corporate.

9.3 Rules relating to Recreation Areas

Subject to the Act and the Regulation Module, the Committee may make rules relating to the management, occupation, use, and maintenance of the Recreation Areas and any improvements or alterations to it and the rules so made must be observed by the Owners or Occupiers entitled to use the Recreation Areas.

To the maximum extent possible, each By-Law applies to the use and enjoyment of the Recreation Areas by an Owner and/or Occupier of a Lot.

9.4 Times for use of Recreation Areas

The Recreation Areas must not be used between the hours of 10pm and 6am or such hours as agreed by the Committee and the Caretaker Manager. If overcrowding is experienced in the use of Recreation Areas, the Caretaker Manager may arrange for the implementation of systems for the mutual benefit of all Owners and Occupiers of Lots in the Scheme Land.

9.5 Rules for use of Recreation Areas

Each Owner and each Occupier of a Lot, when making use of the Recreation Areas must ensure:

- (a) invitees and guests do not use the Recreation Areas unless an Owner or Occupier accompanies them at all times;
 - (b) under no circumstance an Invitee or guest is given the Owner's or Occupier's electronic key fob to access the Recreation Areas;
 - (c) for gatherings within the Recreation Areas of more than 4 people (including all children and the Owner or Occupier), the Owner or Occupier must book the area using the online (or any other designated) booking system;
 - (d) children below the age of thirteen (13) years in all areas and in the case of the gym, below the age of sixteen (16) years, are not in or around the same unless accompanied by an adult Owner or Occupier exercising effective control over them;
 - (e) all persons exercise caution and respect at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons;
 - (f) there is no offensive language or behaviour in or around the same;
 - (g) no person runs around or in the vicinity of any pool;
 - (h) no person brings anything made of glass into or around the pools or fenced pool areas;
 - (i) all persons are adequately and respectfully clothed;
 - (j) under no circumstance are alcoholic beverages (irrespective of packaging) taken into or consumed within the fenced pool area or the gym;
 - (k) subject to rule (j), only conservative drinking of alcoholic beverages in or around the Recreation Areas;
 - (l) subject to section 181 of the Act, no animals or pets are permitted in the fenced pool area; and
 - (m) subject to rule (l), an Owner or Occupier who has a pet approved by the Committee pursuant to By-Law 7.2 may bring their pet in or around the Recreation Areas so long as:
 - (1) the animal is suitably restrained, and in the case of a dog being on a leash, at all time;
 - (2) the animal does not disturb Occupiers, Owners, Invitees or guests or create any safety or amenity issues; and
 - (3) the Owner or Occupier immediately cleans up after the animal.
- The onus of proving that the animal complies with this rule is on the Owner or Occupier. In the event the Committee forms the reasonable view that the animal is not in compliance with this rule, it can require for the animal to be prohibited from entering in or around the Recreation Areas.

In the event the Committee forms the reasonable view that an Owner or Occupier has not acted in compliance with this By-Law 9.5, upon reasonable notice to the Owner or Occupier the Committee can deactivate the

Owner's or Occupier's electronic key fob accessing the Recreation Areas for a period of 1 month. In the event of further breaches from the Owner or Occupier, the Committee acting reasonably may permanently deactivate the Owner's or Occupier's electronic key fob accessing the Recreation Areas.

10. OBSERVANCE OF THE BY-LAWS AND DAMAGES

10.1 Observance of the By-Laws

The Owner (including an Owner within the provisions of Section 19 of the Act (being the Body Corporate for a Lot which is itself Scheme Land for a Subsidiary Scheme) and Occupier of a Lot must ensure that:

- (a) the provisions of these By-Laws; and
- (b) the duties and obligations imposed by these By-Laws on an Owner or Occupier of a Lot, are observed and fulfilled not only by such Owner or Occupier but also by the Invitees of the Owner or Occupier.

10.2 Observance by Invitees

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

An Owner of a Lot which is the subject of a lease, tenancy or licence must ensure the lessee, tenant or licensee receives a copy of the By-laws and must take all reasonable steps, including any action available under any such lease, tenancy or licence, to ensure that any lessee, tenant or licensee or other Occupier of the Lot or their Invitees, agents, contractors and employees comply with these By-laws.

10.3 Damage or money incurred by the Body Corporate

Where the Body Corporate suffers damage as a result of or expends money (including GST) to rectify, to make good the damage caused by and/or to obtain legal or other advice or representation, in relation to a breach or potential breach of the Act including failure to pay any contributions, levies or monies payable to the Body Corporate pursuant to the Act or these By-Laws (all these By-Laws) by an Owner or Occupier of a Lot or any Invitees of such Owner or Occupier or of any of them, the Body Corporate may, in its absolute discretion:

- (a) seek and order of an Adjudicator under the Act requiring the Owner who committed the Breach, or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee) to pay the Body Corporate's Costs; or
- (b) recover its Costs as a debt in an action in any court of competent jurisdiction from the Owner who committed the Breach or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee).

10.4 Requirement to pay

If the Body Corporate incurs costs or expenses because an Occupier does not pay an amount due to the Body Corporate or breaches these By-Laws, the Act or the Regulation, the Occupier must pay the Body Corporate those costs or expenses within 7 days of the Body Corporate demanding payment, as a Liquidated Debt due to the Body Corporate.

11. BODY CORPORATE POWERS

11.1 Breach

If an Owner or Occupier commits a Breach, the Body Corporate may give the Owner and Occupier a Notice to remedy the Breach within 14 days.

If the Owner or Occupier fails to remedy the Breach, the Body Corporate may, on a further 3 days' Notice to the Owner and Occupier, enter the Lot (or any applicable Common Property or asset of the Body Corporate to which an exclusive use right applies) and carry out any necessary works to remedy the Breach.

If an Owner commits a Breach and the Committee deems it to be an emergency situation, the Body Corporate may immediately enter the Lot or any other relevant area, and carry out the necessary works to remedy the Breach.

For the avoidance of doubt, the Body Corporate may recover its Costs in respect of that Breach in accordance with these By-Laws and under the Act.

11.2 Inspection of Lots

Occupiers must (upon 1 days' Notice except in the case of an emergency when no Notice is required) permit representatives of the Body Corporate to access their Lot to:

- (a) conduct inspections;
- (b) test any equipment within the Lot;
- (c) trace and repair any leakage or defect in equipment within the Lot at the expense of the Owner;
- (d) read any meter situation within the Lot; and
- (e) maintain any equipment (including mechanical exhaust equipment) within the Lot at the expense of the Owner.

If an Owner does not permit access, the Body Corporate may affect entry and will not be liable for any damage occasioned to the Lot or any structure on the Lot in effecting the entry.

The Body Corporate, in exercising its powers under these By-Laws will ensure that it causes little inconvenience to the Occupier as is reasonable in the circumstances.

11.3 Recovery of costs

If an Occupier or Invitee commits a Breach, the Owner of the relevant Lot must pay on demand the whole of the Body Corporate's Costs in respect of that Breach, which amount will be deemed to be a liquidated debt. Where the Body Corporate incurs Costs as a result of a Breach, the Body Corporate will be entitled and the Committee may, in its absolute discretion:

- (a) seek an order of an Adjudicator under the Act requiring the Owner who committed the Breach, or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee) to pay the Body Corporate's Costs; or
- (b) recover its Costs as a debt in an action in any court of competent jurisdiction from the Owner who committed the Breach or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee).

11.4 Levies

If a contribution levied under the Act is unpaid 30 days after it falls due for payment and/or Costs due are unpaid 30 days after demand is made by the Body Corporate, then the Owner will have committed a Breach.

If, at the time a person becomes the Owner, another person is liable in respect of the Lot to pay a contribution or interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the contribution or interest.

Unpaid contributions and interest and all Costs associated with the collecting of unpaid amounts are recoverable by the Body Corporate as a liquidated debt.

11.5 Correspondence

All complaints and applications to the Body Corporate or the Committee must be addressed in writing to the Secretary or Body Corporate Manager and not to any other member of the Committee.

12. CONSTRUCTION AND SALE OF LOTS

12.1 Original Owner

Whilst the Original Owner and any person to whom the Original Owner assigns its rights under this By-Law remains the Owner of any Lot in the Scheme Land (whether a Lot in the Scheme or a Lot in a Subsidiary Scheme) the Original Owner and its contractors agents and those authorised by it, will be entitled:

- (a) together with persons authorised by it, to pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land;

- (b) to carry out any building (including construction) of any improvements, or any other things done on the Scheme Land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that; and
- (c) to use the Common Property or other Lots in the Scheme to:
 - (1) give access to and egress from any part of the Scheme Land with or without vehicles and equipment (or either of them); and
 - (2) to store building materials, vehicles, equipment or fill on the Scheme Land.

12.2 Reasonable endeavours

In exercising its rights under this By-Law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment by Lot Owners and Occupiers of their respective Lot and the Common Property.

12.3 Reasonable directions

While any construction or building operations are occurring on the Scheme Land, Lot Owners and Occupiers of Lots and the Invitees of the Owners or Occupiers must comply with the reasonable directions of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic vehicle and pedestrian flow directions. The Original Owner may restrict access to Common Property for the purposes of construction and safety.

12.4 Sale of Lots, promotional and marking functions

Whilst the Original Owner remains the Owner of a Lot in the Scheme, it and its respective servants or agents will be entitled:

- (a) to place such signs and other advertising and display material in or about the Lot and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme Land;
- (b) to carry out promotional and marketing activities on Scheme Land; and
- (c) together with persons authorised by it, to pass over the Common Property to gain access to and egress from any Lot.

12.5 Access During Construction

An Owner or Occupier must cause all Heavy Vehicles involved in the construction of any works on the relevant Lot to pass over only Lots or Common Property approved by the Original Owner or the Committee.

12.6 Construction

The Original Owner and contractors may enter upon the Common Property with vehicles to undertake and complete the construction works and any other work necessary to develop and construct a potential future stage or building. In particular the Original Owner is entitled to:

- (a) excavate and underpin against the Common Property or any part of the Site and exercise any and all other rights;
- (b) construct common facilities in any part of the Scheme Land which is or in any part of land shown on concept plan two (2) in the Principal CTS CMS;
- (c) construct Utility Infrastructure and Utility Services and connect into existing Utility Infrastructure and Utility Services in the Scheme or in any part of land shown on concept plan two (2) in the Principal CTS CMS; and
- (d) use the Common Property as an access way for vehicles and personnel.

13. BULK SUPPLY OF UTILITIES

13.1 Utility management system

The Body Corporate may purchase, rent, lease or otherwise acquire and may install, use, run and maintain a utility management system for the CTS.

13.2 Contracts/agreements

The Body Corporate shall have the power to enter into a contract or agreement for the purchase of reticulated, gas, electricity, data and communications services or other commercially available utilities ("utilities"), on the

most economical basis, for the whole CTS from the relevant supplier and on such terms as the Body Corporate in its absolute discretion deems appropriate.

13.3 Power to sell

The Body Corporate shall have the power to sell utilities to each owner or occupier of a Lot in the Scheme, including those within Subsidiary Schemes. Each owner or occupier of a Lot must purchase and use all utilities to be consumed in its Lot direct from the Body Corporate and must not purchase utilities from any other source, unless agreed to in writing by the Body Corporate. The Body Corporate shall not be required to supply to any owner or occupier of a Lot utilities requirements beyond those requirements which the relevant supplier could supply at any particular time.

13.4 Separate meters

Where the Body Corporate is operating a utility management system for the CTS, the Body Corporate must arrange where practicable for the installation of a separate utilities meter for each Lot to be connected to that system. However, unless some other appropriate arrangement has been made, the cost of repair and replacement of such utilities meter shall be the responsibility of the owner of the Lot.

13.5 Price

Subject to these By-Laws, the price to be charged by the Body Corporate to each owner or occupier of a Lot for such supply shall be approximately at the same rate and governed by the same conditions as would be imposed from time to time by the appropriate supplier if such supplier were supplying energy direct to each owner or occupier of a lot. The Body Corporate, or its agent, shall render accounts to each owner or occupier of a Lot from time to time and such accounts shall be payable to the Body Corporate, or its agent within 14 days.

13.6 Administrative Fee

A reasonable administrative fee, if requested, shall be payable by the Body Corporate to its agent, or the Body Corporate Manager or such other person approved by the Body Corporate, for the billing of any accounts to each owner or occupier, including, if requested, any additional fees required relevant to any accounts in arrears, and any additional fees relating to the recovery of any amount of the unpaid account or accounts.

13.7 Liability of Owners

In respect of an account which has been rendered pursuant to this by-law, an owner of a lot is liable, jointly and severally with any person who is liable to pay that utilities account when that owner became the owner of a Lot.

13.8 Late Payments

In the event that an account for the supply of utilities is not paid by its due date for payment, then the Body Corporate shall be entitled to:

- (a) apply a late payment fee at the rate of 2.5% for each month that the outstanding amount is in arrears, calculated on the amount outstanding as at the stipulated due date;
- (b) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction;
- (c) disconnect the supply of utilities to the relevant Lot; and
- (d) charge a reconnection fee to restore the supply of utilities to the relevant Lot.

13.9 No liability on Body Corporate

The Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the supply of utilities due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.

13.10 Requirement to maintain

The Owner or Occupier of a Lot shall ensure that any utilities installation while it remains connected to the utilities supply is maintained free from any defect that is likely to cause fire or likely to cause a person to sustain an injury. Immediately upon demand the Owner or Occupier of a Lot shall make available to the Committee or its agent, any utilities installation in the Lot for inspection.

13.11 Restrictions on supply

Where, due to limitations in the utilities supply, the Body Corporate is satisfied that, for the purposes of ensuring at all times a regular, efficient and constant supply of utilities within the limits of the supply of utilities, it is necessary to restrict the utilities articles that may be used by the owner or occupier of a Lot, the Body Corporate may impose such restrictions as aforesaid in such manner and to such extent as it considers necessary in the circumstances including the prohibition of the use of specified utilities articles.

13.12 Reading of meters

Unless some other appropriate arrangement is made, the Caretaker Manager or his agent shall be responsible for reading all utilities meters to determine individual utilities consumption on a regular monthly basis (or such other period as approved by the Body Corporate) and shall promptly submit details of the readings to the responsible party, to enable the billing of accounts to the owners or occupiers. Unless some other arrangement is made by the utilities supplier, the Caretaker Manager or his agent also shall be responsible to carry out final readings of utilities meters that may be required, provided however that the owner or occupier of any Lot requiring a final reading, must, in writing, promptly inform the Caretaker Manager of the proposed date for a final reading of the utilities meter to enable the billing of the final account to the relevant owner or occupier. The Body Corporate, Body Corporate Manager or such other person approved by the Body Corporate shall not, under any circumstances whatsoever, be responsible for any final readings and subsequent billing of accounts to owners or occupiers, which have not been carried out due to late or no written notice having been given by the relevant owner or occupier to the Caretaker Manager or his agent.

13.13 Security deposit

The Body Corporate, or its agent, must, from time to time, determine the amount of a security deposit to be paid by each owner or occupier whose Lot is connected for the supply of the reticulated utilities, as a guarantee against non-payment of accounts or money under this By-Law. All or part of such security deposit (as is required) shall be used by the Body Corporate or its agent to reduce any amount owing by the relevant owner or occupier in relation to the supply of reticulated utilities to the relevant Lot.

14. WATER

14.1 No waste

An Occupier of a Lot shall not waste the water and shall see that all water taps in the Lot are promptly turned off after use and do not leak.

14.2 Use

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and designed, and no sweepings or rubbish or other unsuitable substances shall be deposited therein. Any damage or blocking resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Owner whether the same was caused by his own actions or by his servants, agents, customers, invitees or guests.

15. RESTRICTED ACCESS AREAS

The Committee may keep locked and prohibit access to utility cupboards, storage areas, switchboards, substations and the like.

16. EXCLUSIVE USE

16.1 Obligations

The Owner or Occupier for the time being of a Lot specified in Schedule E shall be entitled to the exclusive use and enjoyment of that part of the Common Property as described in Schedule E and identified on the plans annexed thereto, subject to the Owner and/or Occupier at their cost at all times:

(a) ensuring that such part of the Common Property is kept in a safe, clean and tidy condition to the same extent as the duties that are otherwise imposed upon the Body Corporate pursuant to the provisions of the Act and the Regulation Module;

- (b) keeping such part of the Common Property (and any improvements thereon) in good and substantial repair provided that there shall be no obligation on an Owner or Occupier to undertake any structural maintenance to any item except where rendered necessary by any act, omission, neglect, default or misconduct of such Owner and/or Occupier or their servants, agents or invitees;
- (c) maintaining the landscaping on such part of the common property (if any) to the:
 - (1) standard of landscaping on other parts of the Common Property;
 - (2) standard required by the laws, requirements, plans and statements referred to in these By-Laws (including by not removing landscaping installed by the Original Owner); and
 - (3) to the reasonable satisfaction of the Body Corporate Committee.

16.2 Maintenance and operating costs

Subject to this by-law 16, Owners or Occupiers are responsible for the maintenance of and operating costs for that part of Common Property to which this exclusive use by-law applies.

16.3 Garage doors

The Owner or Occupier for the time being of a Lot shall be entitled to the exclusive use of the garage door (and any pillars, beams, attached mechanical apparatus or supports to that door) to their Lot. The responsibility for the operation (including power) maintenance, repair and replacement of the garage door rests exclusively with the Owner or Occupier.

The Owner or Occupier for the time being at their cost at all times:

- (a) ensuring that such part of the garage door in a safe, clean and tidy condition to the same extent as the duties that are otherwise imposed upon the Body Corporate pursuant to the provisions of the Act and the Regulation Module;
- (b) keeping the garage door in good and substantial repair, ensuring any repaired are carried out in a proper and workmanlike manner.

17. DEVELOPMENT APPROVAL REQUIREMENTS

In accordance with the development approval:

<p>14) Balconies/Verandahs/Terraces</p> <p>No balconies/verandahs/terraces may be enclosed with solid balustrades, solid walls, fixed and/or operable, movable or adjustable screening unless these features are clearly shown on the APPROVED DRAWINGS AND DOCUMENTS.</p> <p>Note: Any Community Management Statement that may apply to this approval must contain a by-law which reflects the requirements of this condition.</p>	<p>Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first, and then to be maintained</p>
<p>36) Refuse Collection - On Site</p> <p>Provide for the installation and collection of waste/recycling bins by Brisbane City Council's Waste Services.</p> <p>36(a) Arrange Refuse Collection</p> <p>Arrange for the installation of waste/recycling bins by Brisbane City Council's Waste Services and for the subsequent collection of waste including recycling from the site.</p> <p>Timing: A minimum of four weeks prior to the commencement of use and then to be maintained.</p> <p>36(b) Notify Future Owner</p> <p>The owner must notify any future owner/body corporate that the development has been approved on the basis that an indemnity must be provided for refuse collection vehicles to enter the property.</p> <p>Timing: At time of a change of ownership.</p> <p>36(c) Indemnify Council</p> <p>The owner and any subsequent owner must indemnify Council and its agents in respect of any damage to the pavement and other driving surfaces.</p>	<p>At all times</p> <p>As indicated</p> <p>As indicated</p> <p>Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first, and then to be maintained</p>

<p>37) Refuse Storage - On Site Collection</p> <p>Provide a roofed and wholly screened refuse enclosure/storage area for each unit/townhouse utilising materials consistent with the development and located as shown on the approved plans and documents.</p> <p>Bins must be moved back/returned to the roofed and screened storage enclosure/areas from the temporary bin collection areas, as soon as practical after collection has occurred. Note - the temporary bin collection areas located adjacent to the internal driveway are not required to be roofed or screened.</p> <p>The enclosure/refuse storage area is required to be of a design to accommodate the quantity of refuse and recycling including source separation to allow for low servicing collection of the development.</p> <p>Bins must be located in a suitable area which readily allows them to be manoeuvred from the bin storage area to the designated internal collection point.</p>	<p>Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first, and then to be maintained</p>
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<p>42(d) Maintain Management Plans</p> <p>Maintain the certified Water Quality Maintenance Plan and the stormwater quality treatment strategy required pursuant to part (a) of this condition. Include the Water Quality Maintenance Plan in any building management strategy, building management statement or community management statement.</p> <p>Timing: At all times</p>	<p>As indicated</p>
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Pursuant to above condition 42(d), annexed is the Water Quality Maintenance Plan dated #complete.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

1. STATUTORY EASEMENTS

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

Common Property/Lots	Types of Easement
Common Property Summerlin Poolside Terraces CTS Lots 1 to 17 on SP324951	(i) Lateral or subjacent support under the Land Title Act 1994, Section 115N; (ii) Utility services and utility infrastructure under the Land Title Act 1994, Section 115O and Section 115P; (iii) Shelter under the Land Title Act 1994, Section 115Q; and/or (iv) Any other easements necessary for support, utility services, utility infrastructure, shelter, projections, and/or maintenance of buildings.

2. SERVICES LOCATION DIAGRAMS

2.1 Pursuant to Section 66(1)(e)(ii) of the *Body Corporate and Community Management Act 1997 (Qld)*, annexed is Service Location Diagram No #complete identifying all service easements for the Lots and Common Property contained within the Scheme.

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

Drawing No 17-0596S_6_01 Sheets 1 to 5.

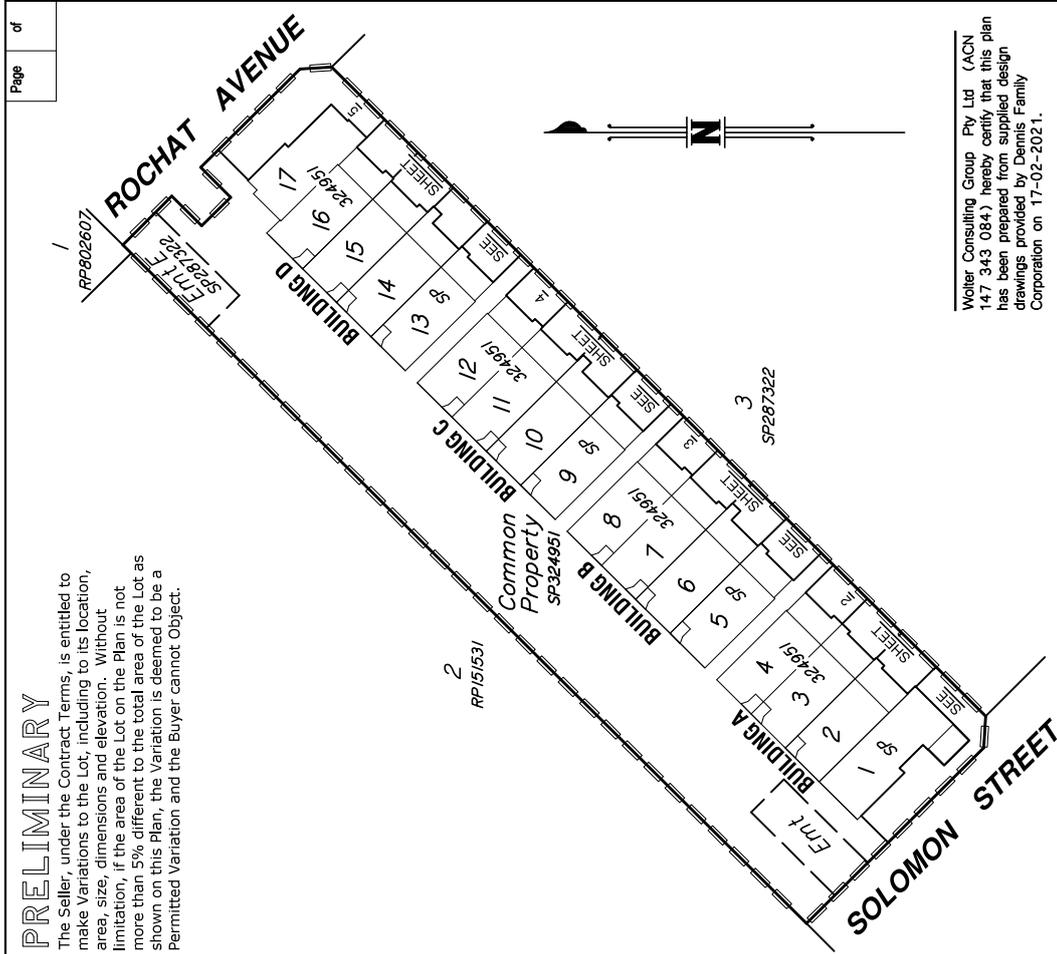
Lot on Plan	Exclusive use area – courtyard and/or landscaping
Lot 1 on SP324951	1A
Lot 2 on SP324951	2A
Lot 3 on SP324951	3A
Lot 4 on SP324951	4A
Lot 5 on SP324951	5A
Lot 6 on SP324951	6A
Lot 7 on SP324951	7A
Lot 8 on SP324951	8A
Lot 9 on SP324951	9A
Lot 10 on SP324951	10A
Lot 11 on SP324951	11A
Lot 12 on SP324951	12A
Lot 13 on SP324951	13A
Lot 14 on SP324951	14A
Lot 15 on SP324951	15A
Lot 16 on SP324951	16A
Lot 17 on SP324951	17A

#insert Water Quality Maintenance Plan

#insert Service Location Diagram

PRELIMINARY

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 Plan, the Variation is deemed to be a Permitted Variation and the Buyer cannot Object.



Wolter Consulting Group Pty Ltd (ACN 147 343 084) hereby certify that this plan has been prepared from supplied design drawings provided by Dennis Family Corporation on 17-02-2021.

Final areas are subject to design changes, Council approval, construction, field survey and registration with the Department of Resources and may differ from those shown on this plan.

16-03-2021

AKG

Authorised Delegate

Date	16-03-2021
Stage	6
Surveyor	A.Thurston
Date Drawn	16-03-2021
Sheet of	1 5
Drawing Number	17-0596S_6_01
Version	B

Sketch of Exclusive Use Areas
in Common Property on SP324951
Level A
Poolside Terraces CTS
Title Reference:

Scale 1:600 @ A4
Lengths are in Metres.

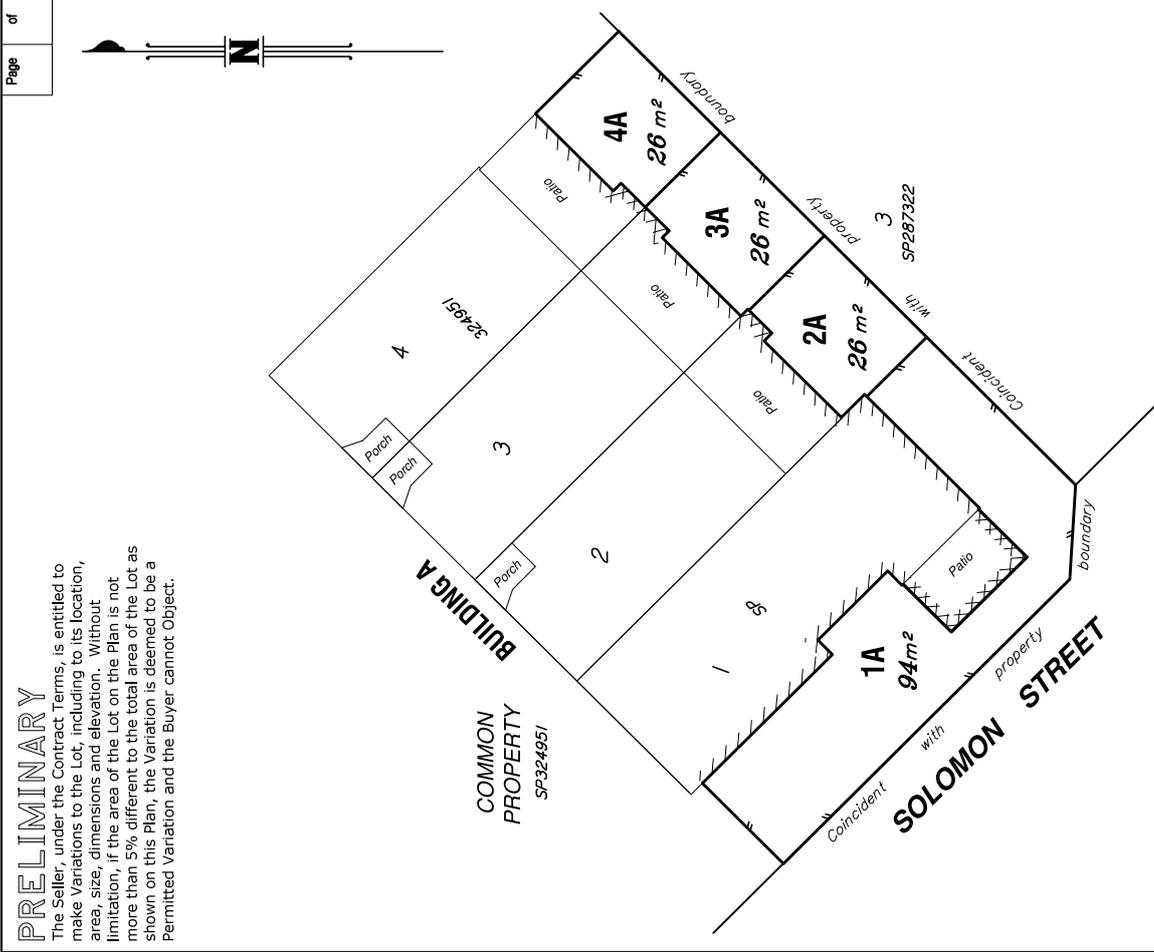
Notes:
Exclusive use areas are defined by structural features unless dimensioned.
Unauthorised reproduction or amendment of this document is prohibited.

--- CTS Boundary

KB

PRELIMINARY

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LEVEL A

--- Denotes face of building
--- Denotes edge of concrete
--- Denotes line of fence
--- IFR Denotes intersection of fence rails

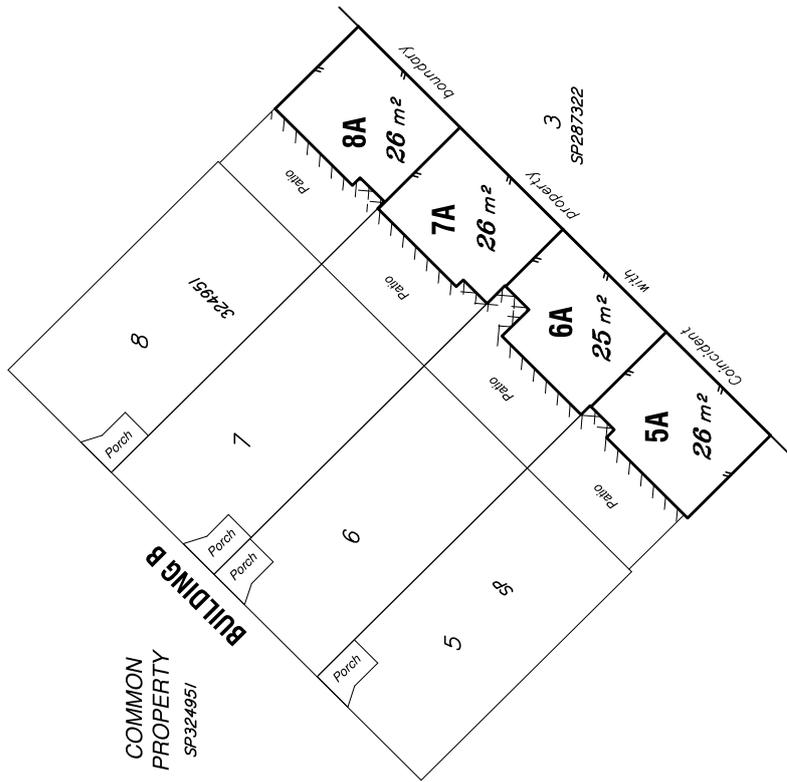
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Lengths are in Metres.

Sheet No	2 5
Version	B
Drawing Number	17-0596S_6_01

PRELIMINARY

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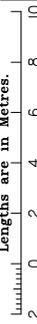
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LEVEL A

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- IFR Denotes intersection of fence rails

Scale 1:200 @ A4
Lengths are in Metres.



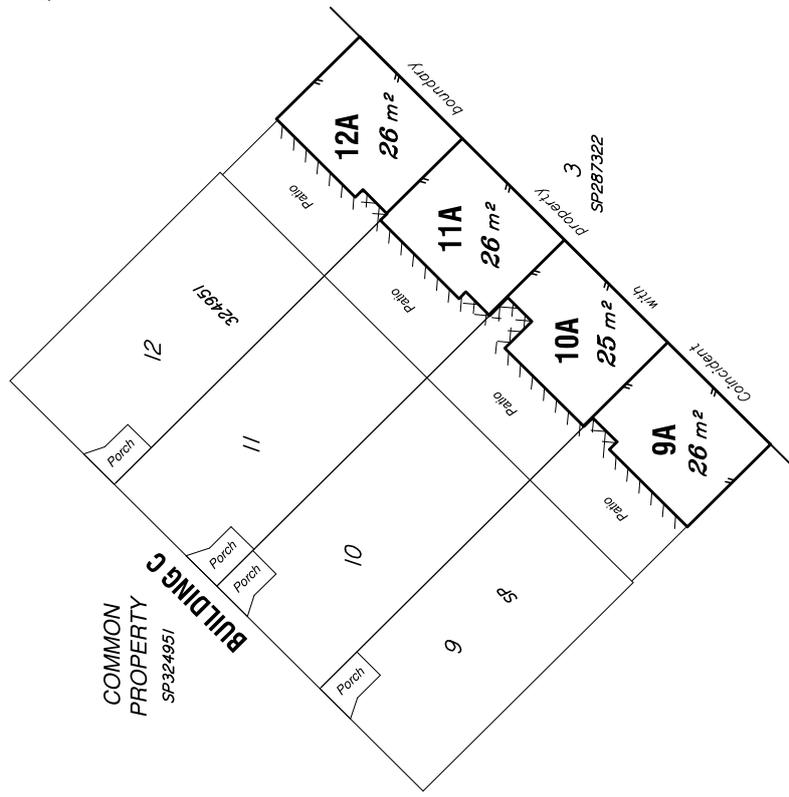
Drawing Number
17-0596S_6_01

Sheet No
3
Version
B

PRELIMINARY

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Page of



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Scale 1:200 @ A4
Lengths are in Metres.

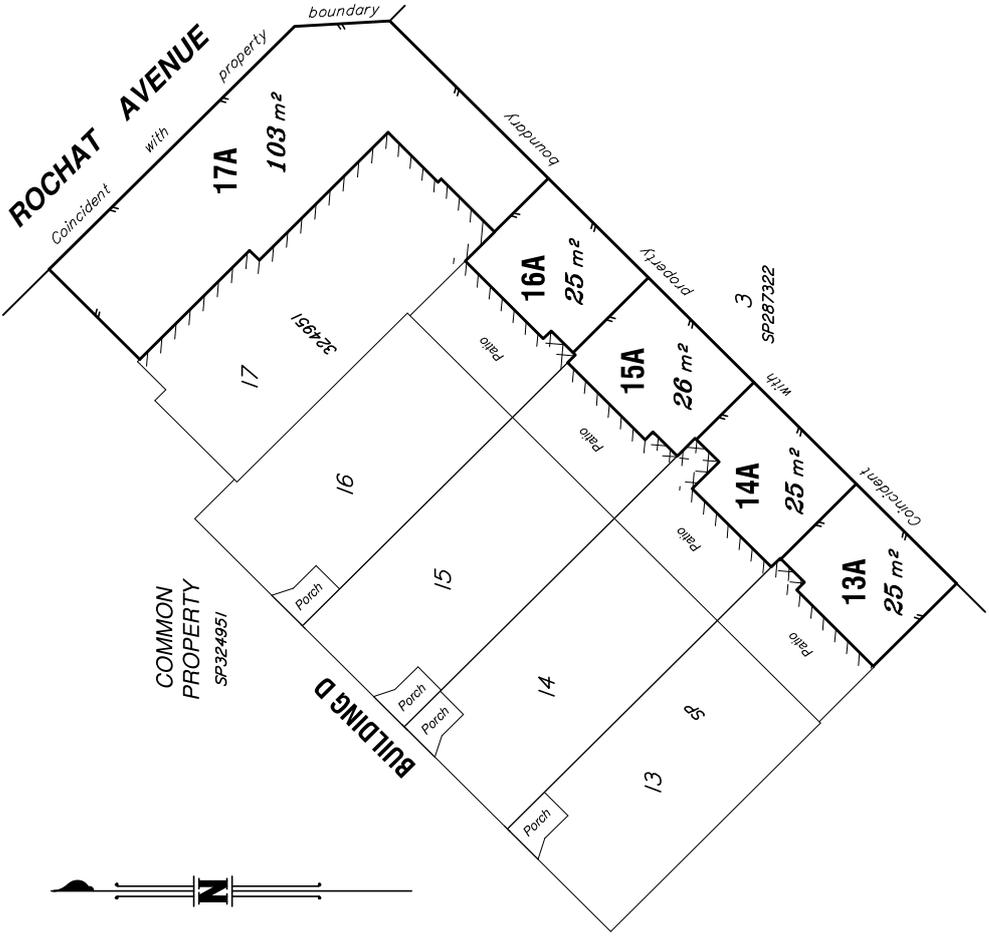


Drawing Number
17-0596S_6_01

Sheet No
4
Version
B

PRELIMINARY

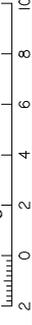
The Seller, under the Contract Terms, is entitled to make Variations to the Lot, including to its location, area, size, dimensions and elevation. Without limitation, if the area of the Lot on the Plan is not more than 5% different to the total area of the Lot as shown on this Plan, the Variation is deemed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



LEVEL A

- Denotes face of building
- Denotes edge of concrete
- Denotes line of fence
- IFR Denotes intersection of fence rails

Scale 1:200 @ A4
Lengths are in Metres.



Sheet No	5
Version	B

Drawing Number
17-0596S_6_01

GENERAL REQUEST



720491127

\$95.00
22/12/2020 15:21

BE 470

1. Nature of request
REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR SUMMERLIN COMMUNITY TITLES SCHEME 50702

Lodger (Name, address, E-mail & phone number)
Cooper Grace Ward
GPO Box 834, Brisbane 4001
anita.wilson@cgw.com.au
T 3231 2572 Ref: ABW:10145420

Lodger Code
131B

2. Lot on Plan Description
COMMON PROPERTY OF SUMMERLIN COMMUNITY TITLES SCHEME 50702

Title Reference
51118902

3. Registered Proprietor/State Lessee
BODY CORPORATE FOR SUMMERLIN COMMUNITY TITLES SCHEME 50702

4. Interest
NOT APPLICABLE

5. Applicant
BODY CORPORATE FOR SUMMERLIN COMMUNITY TITLES SCHEME 50702

6. Request
I HEREBY REQUEST THAT: THE NEW COMMUNITY MANAGEMENT STATEMENT DEPOSITED HEREWITH, WHICH AMENDS SCHEDULE C BY-LAW 9.5, BE RECORDED AS THE COMMUNITY MANAGEMENT STATEMENT FOR SUMMERLIN COMMUNITY TITLES SCHEME 50702.

7. Execution by applicant

Anita Brooke Wilson, Solicitor

22/12/20 Execution Date
Anita Wilson Applicant's or Solicitor's Signature

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

ABW10145420 3463-9700-1488Y1

This statement incorporates and must include the following:

50702

- 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
SUMMERLIN COMMUNITY TITLES SCHEME 50702

2. Regulation module
ACCOMMODATION

3. Name of body corporate
BODY CORPORATE FOR SUMMERLIN COMMUNITY TITLES SCHEME 50702

Scheme land	Title Reference
Lot on Plan Description Common Property of Summerlin CTS50702	51118902
Lot 3 on SP287322	51118905
Lot 4 on SP287322	51118906
Common Property of Summerlin Terraces One CTS50707	51119347
Lots 7 to 32 on SP287323	51119348 to 51119373 (inclusive)
Common Property of Summerlin Magnolia Apartments CTS 53766	51222893
Lots 101-106, 111-117, 121-127, 131-137 on SP292311	51222894 to 51222920 (inclusive)

5. Name and address of original owner
Not applicable

6. Reference to plan lodged with this statement
Not Applicable

first community management statement only

7. Local Government community management statement notation
Not applicable pursuant to section 60(6) of the Body Corporate and Community Management Act 1997 (Clrt)

..... signed

..... name and designation

..... name of Local Government

8. Execution by original owner/Consent of body corporate

Body Corporate for Summerlin CTS 50702

.....



7/12/2020
Execution Date

Anita Wilson
CHAIRPERSON
..... signed

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

Privacy Statement
Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Summerlin Terraces One CTS50707	2,600	6,509
Summerlin Magnolia CTS53766	2,700	2,444
Lot 3 on SP287322	2,650	7,434
Lot 4 on SP287322	2,651	15,563
TOTALS	10,601	31,950

Deciding Contribution Schedule Lot Entitlements (CSLE)

1. The Contribution Schedule Lot Entitlements (CSLE) for the scheme are not equal and have been based on the 'relative principle'. As required by Section 46A of the Body Corporate and Community Management Act 1997, the CSLE for the scheme have been allocated having regard to:

- how the community titles scheme is structured;
- the nature, features and characteristics of the lots;
- the purposes for which the lots are used;
- the impact the lots may have on the costs of maintaining the common property;
- the market values of the lots.

2. On the basis of these factors it is just and equitable for there to be a variation in the CSLE for the scheme. The relative difference in lot entitlements recognises that the structure of the scheme and the features and characteristics of the lots result in a differential burden on the costs of the Body Corporate.

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

- Structure of the scheme**
The scheme is the Principle Body Corporate in a layered scheme however the structure of the scheme does not affect the CSLE.
- Nature, Features and Characteristics of the Lots in the Scheme**
The Body Corporate is part of a Standard Format Plan of subdivision so is responsible for the repairs and maintenance of Common Property within the scheme. This includes the recreation facilities, roadways, utility infrastructure, utility services and landscaping areas. In allocating CSLE the following features and characteristics of lots in the scheme increase the burden that the lot places on the body corporate expenditure for the maintenance, cleaning and repair of the Common Property:
The number of lots within Subsidiary Schemes. Not all lots have the same number of Subsidiary Scheme Lots. Larger Subsidiary Schemes that can cater to a greater number of occupants have the potential to create a greater burden on Common Property and additional lot entitlements are added to reflect this.
- The purpose for which the lots are used**
The lots in the scheme may be used for residential, commercial and/or development purposes and consequently this factor does affect the lot entitlements.

(d) **The impact the lots may have on the costs of maintaining the common property**
The impact the lots may have on the costs of maintaining the common property affects the CSLE as outlined in paragraphs 3(b) & 3(c).

(e) **The market values of the lots**
The market value of the lots does not affect the CSLE.

Deciding Interest Schedule Lot Entitlements (ISLE)

The ISLE for the scheme have been decided using the market value principle as required by section 46B (section 46B(1)) of the Body Corporate and Community Management Act 1997.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

1. INTERPRETATION

1.1 Meaning of Words

The following words have these meanings in this Schedule B of the Community Management Statement unless a contrary intention appears:

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

Act means the *Body Corporate and Community Management Act 1997 (Old)*, but not the *Accommodation Module*.

CMS means the Community Management Statement.

CTS means the community titles scheme to which this CMS applies.

Concept Plan(s) means the plan(s) attached to this Schedule B illustrating aspects of the future development of the Scheme Land.

Development Lot means any Lot which is intended by the Original Owner to be further subdivided, or which may possibly at some time in the future be subdivided, to create a Lot or Lots that are intended to become Scheme Land for a subsidiary scheme generally as shown on the Concept Plan. A Development Lot may be created by subdivision of one or more existing Development Lots or by amalgamation of existing or future Lots.

Local Government means the Brisbane City Council.

Lot means a lot that is part of the Scheme Land within the meaning of Section 10(6) of the Act.

Original Owner has the name given to it in the Act and originally means Ivedon Street Pty Ltd A.C.N. 139 408 745 or its successors in title the Owner for the time being of the Scheme Land.

Scheme Land means the land described as the Scheme Land in Item 4 of this CMS.

1.2 Rules of Interpretation

In this Schedule B of the CMS unless a contrary intention appears:

- a reference to this Schedule B of the CMS includes a replacement of it;
- 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 any of them;
- the singular includes the plural and vice versa;
- a reference to a person includes a firm, a body corporate, an unincorporated association or an authority; and
- a reference to a person includes a reference to the persons executors, administrators, successors, substitutes (including, but not limited to persons taking by novation) and assigns.

2. FUTURE DEVELOPMENT IN STAGES

2.1 Structure of layered arrangement

At the date of this CMS, there are two subsidiary schemes:

- Summerlin Terraces One CTS50707; and
- Summerlin Magnolia Apartments CTS53766.

The Original Owner plans to create up to 10 subsidiary schemes which are direct subsidiaries to this CTS and possibly further schemes which will be subsidiaries to those direct subsidiaries of this CTS.

The CTS is to be a layered arrangement comprised of two or possibly three layers. A diagrammatic representation of the possible layered structure of the CTS is contained in Concept Plan One.

The first layer shall be comprised of the principal scheme. The Body Corporate for Summerlin Community Titles Scheme No. 50702.

The second layer shall be comprised of such number of subsidiary Bodies Corporate (each one to be known as "The Body Corporate for Summerlin [neighbourhood name] Community Titles Scheme No. #") as the Original Owner determines to be appropriate.

It is estimated that the second layer could comprise up to 10 residential subsidiary schemes. The Original Owner may elect to combine one or more of the subsidiary schemes and may elect to combine all or part of one or more of the further subsidiary schemes.

2.2 Total Proposed Development

This CTS (Principal Scheme) is being developed in a number of stages by the construction of roads and infrastructure and further subdivision of land and Development Lots (which may also be done in stages) to create the proposed Lots generally as shown in Concept Plan Two, or amalgamation to create Lots that are a combination of those proposed Lots.

Buildings and other improvements may be built on Lots either before or after they are created by subdivision.

2.3 Future Staging

As abovementioned, the future stages, when they occur, will be subdivided by registration of standard format building format or volumetric plans to create Lots and possibly, common property for both any subsidiary scheme and the Principal Scheme, generally in accordance with Concept Plan Two, subject to this CMS.

2.4 Lot Creation

Lots may be created in any order, at any time.

2.5 Changes

Subject to compliance with Local Government Approvals, changes may be made to the Concept Plans at any time.

2.6 Lot(s)

The Owner of a Development Lot may remove the whole or any part of that Lot from the CTS at any time. If the whole or any part of a Development Lot is removed from the CTS, then the CTS will comprise any remaining Lots and existing common property. From time to time, Lots or a part of a Lot or common property may be removed from the Scheme Land as is deemed necessary by the Original Owner in its absolute discretion.

2.7 Addition of other Land to the Scheme

Any of the land shown on Concept Plan Two (either the whole or any part thereof) may be added to the Scheme Land as a lot, part of lot or as common property at some time later together with such additional land (if any) created upon closure or any road or the transfer of any land to the Original Owner by any authority.

Subject to this CMS for the purpose of adjusting or specifying lot entitlements as a consequence of the addition of land to the CTS:

- (e) the contribution schedule lot entitlements for each Lot created will be calculated in accordance with clause 4 herein; and
- (b) the interest schedule lot entitlements for each Lot created will be calculated in accordance with clause 5 herein.

2.8 Amalgamation of Lots

Lots may be amalgamated with other Lots or parts of Lots from time to time.

2.9 Reconfiguration of Lots

Lots and common property constituting Scheme Land (including but without limitation) Lots and common property in any Subsidiary Scheme may be amalgamated and subdivided (by standard, building or volumetric format plans) from time to time including but without limitation subdivision of common property into one or more Lots.

2.10 Exclusive Use/Special Privileges Area

Exclusive use rights and/or special privilege areas may be granted from time to time over:

- (a) body corporate assets or common property of the Principal Scheme; and
- (b) body corporate assets or common property of any subsidiary scheme to the Principal Scheme;

in favour of:

- (a) Lots included in the CTS; and/or
- (b) a Lot which is in a subsidiary scheme to this Principal Scheme;
- (c) as determined and allocated by the Original Owner from time to time whether pursuant to a by-law contained in Schedule C or otherwise including but without limitation exclusive use or special privilege rights over car parking, storage or landscape spaces constructed or to be constructed on common property.

2.11 Buildings and Other Development

- (a) Buildings on Scheme Land (including without limitation buildings constituting Scheme Land for subsidiary schemes) may be erected, erected, refurbished or rebuilt or structurally altered from time to time; Work may be carried out in, on, over or under land or water constituting Scheme Land (including but without limitation land and/or buildings and/or water constituting Scheme Land for subsidiary schemes);
- (c) Land or water of a building, or work on, over or under land or water may be used for such purposes as are determined from time to time by the Original Owner and/or its nominee and/or the relevant Body Corporate or Bodies Corporates including (but without limitation):
 - (1) accommodation including:
 - (A) units;
 - (B) townhouses – including duplexes, triplexes and terrace homes;
 - (C) single unit dwellings;
 - (D) apartments – including loft apartments;
 - (2) whether serviced or not or whether managed or not;
 - (3) car parking;
 - (4) retail including permanent and temporary shops;
 - (5) commercial including offices, cafes and restaurants;
 - (6) facilities including recreational facilities and meeting facilities;
 - (7) easements including statutory or other easements including (but without limitation) easements for access and services;
 - (8) common property including roadways, driveways, roundabouts, walkways, bikeways, community areas and facilities;
 - (9) other facilities to support the uses of adjacent land constituting Scheme Land for schemes;

- (A) of which the Scheme is a subsidiary;
- (B) which are subsidiary to the scheme of which the Scheme is a subsidiary;
- (C) which are subsidiary to this CTS.

- (d) All uses contemplated in clause 2.11(c) must be approved by the Local Government from time to time.

2.12 Stages

- (a) Subject to compliance with Local Government Approvals, the development of the Scheme Land (including scheme land for subsidiary schemes) will be in stages.
- (b) If one or more of the stages does not proceed, it will not hinder another stage from proceeding. The Original Owner can decide not to include any of the stages in the Scheme

- (c) The stages may be carried out and developed in any order as determined by:
 - (1) the Original Owner and/or its nominee; and/or
 - (2) the relevant Body Corporate or Bodies Corporate; and/or
 - (3) the Local Government or any other authority.
 - (d) The stages may include (without limitation) one or more or any or all of the stages shown on Concept Plan Two including with variations to the number of lots in any stage.
 - (e) If one or more of the stages does not proceed, it will not hinder another stage from proceeding.
 - (f) The stages may include (without limitation) one or more or any or all of the following:
 - (1) stage proposed to be called Summerlin Terraces One into approximately 26 dwellings;
 - (2) stage proposed to be called Summerlin Magnolia into approximately 27 dwellings;
 - (3) stage proposed to be called Summerlin Lilly into approximately 34 dwellings;
 - (4) stage proposed to be called Summerlin Lilac into approximately 25-40 dwellings;
 - (5) stage proposed to be called Summerlin Hibiscus into approximately 20-35 dwellings;
 - (6) stage proposed to be called Summerlin Lavender into approximately 25-40 dwellings;
 - (7) stage proposed to be called Summerlin Orchid into approximately 25-40 dwellings;
 - (8) stage proposed to be called Summerlin Jasmine into approximately 20-35 dwellings;
 - (9) stage proposed to be called Summerlin Terraces Two into approximately 12 dwellings;
- Any of these stages may be sub-staged and progressively developed, including into further stages and schemes (including further subsidiaries to this CTS).

2.13 Redevelopment

The whole or any part of the Scheme Land may be redeveloped from time to time.

2.14 Roads

- (a) Internal roads (save and except for those roads designated from time to time by the Original Owner as intended to be private roads) are intended to remain public roads.
- (b) Areas surrounding such public roads are intended to constitute common property of this CTS or of a Subsidiary Scheme as determined from time to time by the Original Owner unless dedicated as roads.

2.15 Changes to Aspects of the Scheme

Market, economic and site conditions, the requirements of the Local Government and any other relevant authorities, and the type, extent and conditions of approvals granted by the Local Government and other relevant authorities may mean that changes are made to:

- (a) the number of stages;
- (b) the size of each stage;
- (c) the configuration of Lots in each stage;
- (d) the predominant purpose of each stage (including the use of Lots);
- (e) the timing of each stage;
- (f) the number of Lots;
- (g) the size of Lots;
- (h) the position and size of roads;
- (i) the extent and location of common property;
- (j) the extent and location of open space and roads; and
- (k) the CMS.

2.16 Covenants and Agreements

The Original Owner and/or the body corporate is allowed to grant all easements, covenants and enter into all agreements, required by any relevant authority, utilities or services providers (including without limitation the Local Government). This may include without limitation any or all of the following:

- (a) the granting, surrendering or amending of any registered easements;
- (b) the granting, surrendering or amending of any registered covenants;
- (c) the dedication of any land (including as open space or road);
- (d) the granting of rights in relation to access to or use of common property; and/or
- (e) agreements with respect to the maintenance of any land or facility within the general vicinity of the CTS.

3. NATURE OF DEVELOPMENT

3.1 Compliance

All development of the CTS and any subsidiary schemes must (whether by the actions of the Original Owner or any other person or entity):

- (a) comply with all laws (including by reason of any relevant orders issued from any court having jurisdiction);
- (b) comply with all requirements of any authority having jurisdiction including without limitation the Local Government (including without limitation all approvals);
- (c) take into account the plans and statements (as are current from time to time) provided by the Original Owner including without limitation relating to environmental management, engineering management, fauna management, vegetation management, landscaping management and and/or acoustics.

4. CALCULATION OF CONTRIBUTION SCHEDULE LOT ENTITLEMENTS

4.1 Current Entitlements

The contribution schedule lot entitlements (CSLEs) for Lots in the CTS in the current stage are set out in Schedule A of the CMS.

4.2 Calculation for Future Stages

This clause explains how the CSLEs for Lots created by subdivision, amalgamation and development generally in the future will be calculated:

- (a) The contribution schedule lot entitlement for each lot that is not a Development Lot will be allocated using the CSLEs formula (and rounding up to the next whole number) subject to this CMS.
- (b) To calculate the CSLEs the Scheme Land has been categorised based on the predicted intensity of the proposed use in the category (and the effect that will have on the CTS particularly with respect to the use of common property and body corporate assets). This table sets out the CSLEs categories:

Category	Category Index
Residential Lots of any kind	100 per dwelling or proposed dwelling (ie. if the Lot is approved for multiple dwellings (ie duplexes, triplexes, terrace houses and loft apartments) then 100 per proposed dwelling)
Commercial and Retail Lots	As determined by the Original Owner

4.3 CSLE Formula

- (a) Firstly, the CS Category/s for each proposed Lot to be included in a Lot (Relevant Lot) that is or is becoming Scheme Land for a Subsidiary Scheme, must be determined by the Original Owner.
- (b) Next, the contribution schedule lot entitlement for each Lot is calculated using this formula (and rounding up to the next whole number):

$$CSLE = \frac{(RL \times 100 \text{ per dwelling or proposed dwelling})}{\text{Original Owner}} + (\text{CRL} \times \text{Category Index as determined by the Original Owner})$$

Where:

- CSLE = The relevant Contribution Schedule Lot Entitlement for the lot;
- RL = The number of proposed Residential Lots; and
- CRL = The number of proposed Commercial and Retail Lots.

4.4 Development Lots

Notwithstanding any number placed in Schedule A opposite a Lot number for a Development Lot for the contribution schedule lot entitlement for the Lot, the contribution schedule lot entitlements for each of the Development Lots (as decided by the Original Owner) must at all times while there is a Development Lot, be calculated in accordance with the following formula (and rounding up to the next whole number):

$$DCSLE = (TSLE + 1) / ND$$

Where:

DCSLE = The relevant Development Lot Contribution Schedule Lot Entitlement
 TSLE = The total aggregate Contribution Schedule Lot Entitlements attaching to all Lot in the CTS other than Development Lots (and rounding up to the next whole number); and
 NDLE = Number of Development Lots remaining

4.5 Changes to CLSEs

The CS Categories of the Scheme Land may change, due to market and economic conditions, the requirements of the Local Government and other relevant authorities and the type, extent and conditions of approvals granted by the Local Government and other relevant authorities.

Any changes made will, so far as possible, reflect the same principles, but shall be at the direction and the absolute discretion of the Original Owner.

4.6 Calculation of the Aggregate of CSLEs

The aggregate of the CSLEs is calculated as the sum of all contribution schedule lot entitlements for all Lots in the CTS. The aggregate will change from time to time as new Lots are created, or the CTS is altered in other ways.

5. CALCULATION OF INTEREST SCHEDULE LOT ENTITLEMENTS

5.1 Current Entitlements

The interest schedule lot entitlements for Lots in the CTS in the current stage are set out in Schedule A of the CMS.

5.2 Calculation for Future Stages

This clause explains how the interest schedule lot entitlements for Lots created by subdivision, amalgamation and development generally in the future will be calculated.

The interest schedule lot entitlement for each Lot to be created by future subdivision, amalgamation or development shall be equal to the market value as determined by the Original Owner.

On establishment, that is calculated in accordance with the following formula (and rounding to the next whole number).

$$ISLE = A \times 1.25$$

Where:

$$ISLE = \frac{\text{Interest Schedule Lot Entitlement}}{\text{Area of the Lot}}$$

5.3 Changes to Interest Schedule Lot Entitlement

The formula for IS Calculation for future stages may change, due to market and economic conditions, the requirements of the Local Government and other relevant authorities and the type, extent and conditions of approvals granted by the Local Government and other relevant authorities.

Any changes made will, so far as possible, reflect the same principles, but shall be at the direction and the absolute discretion of the Original Owner.

5.4 Calculation of the Aggregate of Interest Schedule Lot Entitlements

The aggregate of the interest schedule lot entitlements is calculated as the sum of all interest schedule lot entitlements for all Lots in the CTS. The aggregate will change from time to time as new Lots are created, or the CTS is altered in other ways.

6. Concept Plans

3484-3295-642x7

6.1 The following plans are attached:
 (a) Concept Plan One – diagrammatic representation of the possible layered structure of the CTS;
 (b) Concept Plan Two - diagrammatic representation of the possible entire development.

SCHEDULE C BY-LAWS

The by-laws in Schedule 4 of the Act will not apply to the Scheme and the following By-Laws will apply:

1. INTERPRETATION

1.1 Rules of Interpretation

In these By-Laws unless a contrary intention appears:

- (a) headings throughout these By-Laws are for guidance only and are not to be used as an aid in the interpretation of these By-Laws;
- (b) the singular includes the plural and visa versa;
- (c) references to either gender shall include a reference to the other gender;
- (d) reference to the whole includes any part of the whole;
- (e) 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;
- (f) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority;
- (g) 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;
- (h) all By-Laws must be construed so as not to be invalid, illegal or unenforceable in any respect but if any By-Law on its true interpretation is illegal, invalid or unenforceable that provision may be read down to such extent as may be necessary to ensure that it is not illegal, invalid or unenforceable and a may be reasonable in all the circumstances so as to give it a valid operation of a partial character. If any such By-Law or part cannot be so read down by such By-Law will be deemed to be void and severable and the remaining By-Laws or part must not in any way be affected or impaired.

1.2 Definitions

In these By-Laws unless a contrary intention appears, the following words have these meanings:

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

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

Body Corporate means the Body Corporate created upon the establishment of the Scheme, and includes the successors in title and assigns of the Body Corporate, the registered lessee of the Common Property of the Body Corporate if any, and where the context permits, the Body Corporate's associates.

Body Corporate Assets means the personal property of the Body Corporate.

By-Laws means the By-Laws or any specified part of them.

Careraker Manager means the person or corporation appointed by the Body Corporate from time to time as resident caretaker to, amongst other things, keep the Common Property in good order.

Common Property means the Common Property of the Scheme.

Committee means the Committees of the Body Corporate appointed pursuant to the Act.

Cost(s) includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever, including, where appropriate, all legal fees on an indemnity basis.

Heavy Vehicle includes a motor vehicle in excess of three (3) tonnes weight unloaded.

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invitee in relation to Owner or Occupier of a Lot includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee or licensee of:

- an Owner or Occupier of a Lot; and
- which is itself scheme land for a subsidiary scheme, of Owners or Occupiers of a Lot in a subsidiary scheme.

Law means any statute, rule, regulation, proclamation, ordinance, By-Law or statutory instrument (as defined in the *Statutory Instruments Act 1992 (Qld)*), whether present or future and state, federal or otherwise.

Local Government means the Brisbane City Council.

Lot means a Lot in the Scheme to the maximum extent consistent with the Act and where lawful Section 18(4) of the Act shall not apply to the use of the term "Lot" in these By-Laws), includes a lot in any subsidiary scheme.

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

Occupier includes the Owner (when the Owner is in occupation of the Lot) and includes a mortgagee in possession of a Lot and includes an occupier of a part of a Lot and for the sake of clarity, in the case of a Lot included in the Scheme which is scheme land for a subsidiary scheme, includes the occupier of a Lot or Common Property in the subsidiary scheme.

Original Owner has the meaning given to it in the Act and initially means Ivedon Street Pty Ltd A.C.N. 139 408 745.

Owner has the meaning ascribed to that term by the Act including by the Dictionary with the Act and the provisions of Section 19(a) of the Act, (and therefore includes the Body Corporate for a Lot included in the Scheme which Lot is itself scheme land for a subsidiary scheme) without limitation by Section 19(b) of the Act. Owner includes the successors in title and assigns of the Owner and the registered lessee of a Lot if any.

Recreation Areas includes all the recreation and similar areas and facilities on the Scheme Land.

Scheme means Summerlin CTSS50702.

Scheme Land means all the land contained in the Scheme.

Secretary means the Secretary of the Body Corporate.

Subsidiary Scheme means a community titles scheme, the scheme land of which forms part of the Scheme Land of the Scheme.

Vehicles includes motor bikes, but does not include motor vehicles in excess of three (3) tonnes weight loaded, carevans, campervans or mobile homes.

2. PRINCIPAL SCHEME BY-LAWS

2.1 Obligation on Subsidiary Schemes

The Body Corporate of a Subsidiary Scheme (being deemed by the Act to be an Owner of a Lot (included in the Scheme) constituting a Subsidiary Scheme) must:

- not suffer, permit or allow any Owner or Occupier of a Lot included in the Subsidiary Scheme or invitee of such Owner or Occupier to do anything which if done by an Owner or Occupier of a Lot included in this Scheme, would constitute a breach of these By-Laws;
- take all action necessary, and available to it, to enforce its own Community Management Statement (including its By-Laws) if requested to do so by the Committee or the Body Corporate;
- not adopt consent or record, a new Community Management Statement (for the Subsidiary Scheme) which varies the By-Laws contained in, or incorporated by a reference into, its then existing Community Management Statement unless such variation is first approved in writing by the Committee or the Body Corporate of this Scheme.

2.2 Compliance

The By-Laws of this CTS and of any Subsidiary Schemes must:

- comply with all laws (including by reason of any relevant orders issued from any court having jurisdiction);
- comply with all requirements of any authority having jurisdiction including without limitation the Local Government (including without limitation all approvals);
- take into account the plans and statements (as are current from time to time) provided by the Original Owner including without limitation relating to environmental management, engineering management, fauna management, vegetation management, landscaping management and and/or acoustics.

2.3 Covenants and agreements

The Body Corporate shall have the power to grant all easements, covenants and enter into all agreements required by any relevant authority, utilities or service provider (including without limitation the Local Government). This may include without limitation:

- the granting, surrendering or amending of any registered easements;
- the granting, surrendering or amending of any registered covenants;
- the dedication of any land (including as open space or road);
- the granting of rights in relation to access to or use of common property; and/or
- agreements with respect to the maintenance of any land or facility within the general vicinity of the CTS, and the terms of such agreements shall be at the absolute discretion of the Body Corporate.

3. PROTECTION OF COMMON PROPERTY

3.1 Landscaping

An Owner or Occupier of a Lot must not:

- damage or remove any landscaping, lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
- except with the prior written consent of the Body Corporate, use for his own purposes as a garden or landscaping area any portion of the Common Property.

3.2 Damage to Common Property or Lot

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

3.3 Depositing of rubbish on Common Property

- An Owner or Occupier of a Lot must:
- not deposit or throw upon the Common Property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another Owner or Occupier or of any person lawfully using the Common Property;
 - not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of a Lot;
 - lawfully dispose of any rubbish located on the Lot; and
 - follow all directions of the Committee with respect to the disposal of rubbish within the Scheme.

The Committee is empowered in its absolute discretion to clear away (at the cost of any offending Owner or Occupier) all such rubbish, dirt, dust, paper, refuse, cigarette butts or other material or substance and repair any damage caused to the Common Property or Lot.

3. CONDUCT WITHIN THE SCHEME

4.1 Nuisance

An Owner or an Occupier of a Lot must not permit noxious or offensive trade or activity to be carried on upon the Scheme Land or in any Lot nor permit anything to be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the Owners and Occupiers of other Lots or any other person lawfully using the Common Property. In particular and without limitation:

- (e) no loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices, noisy or smoky vehicles or items which may unreasonably interfere with television or radio reception at any residence may be located used or placed on any portion of the Scheme Land or exposed to the view of other Owners or Occupiers without the prior written consent of the Body Corporate;
- (b) all musical instruments, wireless, radiograms, television sets, stereos and the like shall be controlled so that the sound arising therefrom is reasonable and will not cause annoyance to other Owners and Occupiers of Lots on the Scheme Land;
- (c) guests leaving after 11.00pm must be requested by their hosts to leave quietly and quietness must also be observed when Owners and Occupiers return to their Lots late at night or in the early morning hours; in the event of any unavoidable noise in a Lot at any time the Occupier or Owner thereof will take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Lot and also further steps as may be within their power for the same purpose;
- (e) not smoke cigarettes or any other substance whilst on Common Property.

4.2 Obstruction

An Owner or Occupier of a Lot must not:

- (a) obstruct or interfere with:
 - (1) the lawful use of the Common Property by any person; or
 - (2) the use of pathways and driveways on the Common Property and any easement giving access to the Common Property;
- (b) use pathways and driveways on the Common Property and any easement giving access to the Common Property for any other purpose than the reasonable ingress and egress to and from their particular Lot.

Occupiers (other than the Original Owner) must not directly instruct any contractors or workmen employed by the Body Corporate unless authorised in writing by the Body Corporate.

4.3 Accidents on Common Property

The Owner and Occupier of a Lot must:

- (e) give Notice in writing to the Body Corporate of any accident which:
 - (1) occurs on or arises out of or relates to Common Property; or
 - (2) involves the Owner, Occupier or any Invitee of the Owner or Occupier; and
- (b) include in such Notice, all details of such accident normally required by an insurer;
- (c) provide all such assistance with any insurance claim arising out of such accident as is reasonably required by the Body Corporate or its representatives; and
- (d) advise the Body Corporate in writing of any observed hazard, defect or damage observed on Common Property

4.4 Storage of flammable materials

The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property. The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes. However, this section does not apply to storage of fuel in:

- (a) a fuel tank of a vehicle, boat or internal combustion engine; or
- (b) a tank kept on a vehicle or a boat in which the fuel is stored under the requirements of the Laws relating to the storage of flammable liquid.

4.5 Use of services and facilities

The Owner or Occupier of a Lot must use services and facilities in Lots and the Common Property property and not for any purpose for which they were not designed.

4.6 Notice of damage

The Body Corporate must be promptly notified of any damage to or defect in water or gas pipes, electrical cables, service cables, utility infrastructure and other fixtures which comprise part of the Common Property.

4.7 Insurance

An Owner or Occupier of a Lot must not bring to, do or keep anything on his Lot which may increase the rate of insurance on his Lot or any other part of the Scheme Land which may conflict with the Laws and/or regulations

relating to safety or any insurance policy for such Lot or Scheme Land or the regulations or ordinances or any public authority for the time being in force.

5. VEHICLES, PARKING AND DRIVING

5.1 Parking on Common Property

- (1) An Occupier must not, without the Body Corporate's written approval:
 - (a) park a vehicle, or allow a vehicle to stand, on the Common Property; or
 - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
- (2) An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.
- (3) However, the Body Corporate may cancel the approval by giving 7 days' Notice to the Occupier, with the exception of designated visitor parking.

5.2 Ability to remove vehicles

The Committee is empowered in its absolute discretion to secure the removal of all and any vehicles parked contrary to the By-Laws on the Common Property by towing or other available means. The offending Occupier or Owner is responsible for all Costs of the Body Corporate incurred by reason thereof.

5.3 Heavy Vehicles

Heavy Vehicles are not permitted on Common Property and/or assets of the Body Corporate without the prior written permission of the Committee which can be given or withheld at its absolute discretion. This by-law does not apply to the Original Owner (or at its direction).

5.4 Speed limit

Occupiers must not exceed the Speed Limit while driving any vehicle on Scheme Land. Occupiers must use their best endeavours to ensure that their Invitees do not exceed the Speed Limit.

5.5 Bicycles

Bicycles shall only be stored in the areas and racks provided by the Body Corporate (if any) and must be locked to prevent theft.

No motor bikes or scooters are to be stored or allowed to stand in any areas designated for bicycles.

6. USE OF LOTS

6.1 Peaceable use

Subject to this By-Law Lots may be used for any purpose permitted by Law.

No Occupier may use any Lot for a use which:

- (a) is illegal or unlawful;
- (b) may be injurious to the reputation of the CTS or Owners of Lot;
- (c) may interfere with other Owner's or Occupier's peaceful enjoyment of a Lot or Common Property;
- (d) may interfere with the general management of the common property and/or any Recreational Areas;
- (e) is contrary to any law or requirement of the Local Government; or
- (f) is inconsistent with the By-Laws of this CTS or of any Subsidiary Scheme.

6.2 Caretaker's Office

At any time, only one Lot (**Caretaker's Office**) included in a Scheme that is a Subsidiary Scheme may be used as an office from which to perform the duties of the Caretaker of the Common Property. The Caretaker's Office shall be:

- (a) initially the Caretaker's Office as may be nominated in writing by the Original Owner to the Body Corporate;

- (b) the Caretaker, while the Caretaker of Common Property for this Scheme, may designate another Lot which may be used for that purpose instead of the original nominated Lot. When this occurs, the original (or previously) nominated Lot may no longer be used for that purpose;
- (c) when the Caretaker ceases to be the Caretaker of Common Property for this Scheme, the Committee of this Scheme may nominate another Lot in a Scheme that is a Subsidiary Scheme of this Principal Property to be used as an office from which to perform the duties of the Caretaker of the Common Property. When this occurs, the original (or previously) nominated Lot may no longer be used for that purpose.

The process in this By-Law may be repeated each time a new Lot is designated as the Lot which may be used for conducting the business of caretaking and managing.

6.3 Letting Agent's Office

The Letting Agent's Office shall be:

- (a) initially, the Letting Agent's Office as may be nominated in writing by the Original Owner to the Body Corporate;
- (b) the Letting Agent, while that Letting Agent holds an authorisation from this Scheme to act as a Letting Agent for a Scheme may designate another Lot which may be used for that purpose instead of the original nominated Lot. When this occurs, the original (or previously) nominated Lot may no longer be used for that purpose;
- (c) when that Letting Agent ceases to hold an authorisation from this Scheme to act as a letting agent for this Scheme, the Committee of this Scheme may nominate another Lot included in a Scheme that is a Subsidiary Scheme of this Scheme to be used to conduct the business of a letting and selling agent for the Lots. When this occurs, the original (or previously) nominated Lot may no longer be used for that purpose.

The process in this By-Law may be repeated each time a new Lot is designated as the Lot which may be used for conducting the business of a letting and selling agent for the Lots. The Letting Agent's office and Caretaker's Office may be the same Lot.

6.4 Maintenance of Lots

Occupiers must:

- (a) maintain their Lot and keep it clean and free of rubbish, insects and vermin;
- (b) keep accessible windows and glass clean;
- (c) maintain and repair their Lot so that it is not offensive in appearance to other Occupiers; and
- (d) ensure that all balconies and terraces that form part of their Lot do not leak resulting in water escaping into other Lots or Common Property.

If the Committee gives the Owner or Occupier reasonable notice of the intention to enter the Lot for inspection or to carry out works, the Occupier must permit representatives and agents of the Body Corporate access to the Lot at all reasonable times for the purpose of inspection, carrying out works and carrying out works to rectify any Breach.

An Occupier of a Lot which contains any garden area or feature plants must maintain that area or plants so as to be tidy in appearance and facilitate the Scheme being visually uniform.

6.5 Structural matters

An Owner or Occupier must not:

- (a) make any structural alterations to the Lot (including any alteration to gas, water, electrical or similar installations or installation of any air-conditioning system); or
- (b) do anything which might affect the structural integrity of the improvements on the Scheme Land, without the prior written consent of the Committee. The Owner or Occupier must obtain any other approval required by law.

6.6 Changes to external appearance

An Owner or Occupier may not do anything to change the external appearance of the Lot without the prior written consent of the Committee and consent of the Local Authority (if required). For example, this means an Owner or Occupier must not:

- (a) enclose the balcony of the Lot;
- (b) place or construct any improvement on the Lot which can be seen from the outside of the Lot;

- (c) fix any antennae or aerial to the Lot;
- (d) affix shutters, awnings, tinting or security screens on any door or window except those similar in appearance to insect screens (with flat screening material and which to all intents and purposes would be viewed as an insect screen);
- (e) hang curtains or other window trimmings in the Lot except curtains with a white or neutral backing;
- (f) alter any landscaping or garden;
- (g) hang washing, bedding or other articles, display any sign, banner, advertisement or similar articles, use any part of the Lot for storage (except exclusive use storage areas), keep any oversized plants (as determined in the opinion of the Committee) and install any aerials, receivers or the like if it is visible from the outside of the Lot.

This by-law does not apply to the Original Owner (or at its direction).

6.7 Treatment of balconies and terraces

All balconies and terraces are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures other than those consistent with any requirement of the Local Authority, clearly depicted on approved Council drawings.

6.8 Security

Occupiers must:

- (a) lock or securely fasten all doors and window whenever the Lot is not occupied;
- (b) after entry or exit, close and lock any door, gate, roller door or other means of entry to the Scheme Land or an asset of the Body Corporate which are intended to prevent unauthorised access;
- (c) keep all keys and other security devices in a safe place and immediately report to the Body Corporate or Service Contractor any keys or other security devices which may be lost or stolen.

An Owner or Occupier must not affix security screens to any window or door without the prior consent of the Committee.

6.9 Consent to alterations

The following procedure applies to an application for consent to alterations:

- (a) the Owner must submit a written request together with plans and specifications to the Committee;
- (b) the Committee may submit the plans to an architect, engineer or other consultant nominated by it, if they consider they need specialist advice;
- (c) the Committee may impose conditions on the approval of the plans and specifications; and
- (d) all fees and costs incurred by the Committee must be paid by the Owner.

6.10 Air-conditioning units located on Common Property

Air-conditioning units for Lots may be located on Common Property Responsibility for the maintenance of air-conditioning units which service individual Lots are:

- (a) Owner or Occupier:
- (1) must maintain the air-conditioning unit and any associated infrastructure for their Lot in good working order (and for the avoidance of doubt, the Body Corporate is not responsible for the same); and
 - (2) is responsible for the air-conditioning unit and any associated infrastructure for their Lot in all respects including any loss or damage to or caused by the same (and as such, it is up to the Owner or Occupier to hold all appropriate insurances as the Body Corporate is not responsible for insuring the air-conditioning units or associated infrastructure).
- (b) Body Corporate must:
- (1) keep the area in which the units are maintained generally in a clean and tidy condition (subject to the prevailing conditions if the units are located outdoors);
 - (2) allow access to the area during business hours to a licensed contractor of an Owner or Occupier upon at least 2 days' Notice from the Owner or Occupier;
 - (3) maintain the Common Property area generally (but if any such maintenance is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost of the same);
 - (4) maintain utility infrastructure and other Body Corporate fixtures within the area (but if any such action is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost).

6.11 Garbage disposal

Unless the Body Corporate provides some other way of garbage disposal, the Occupier of a Lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot or on a part of the Common Property designated by the Body Corporate for the purpose. The Occupier of a Lot must:

- (a) comply with all Local Government local Laws about the disposal of garbage;
- (b) ensure that the Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Occupiers of other Lots; and
- (c) ensure that garbage bins left out for garbage collection are removed from the Common Property and returned to the relevant Lot as soon as practical after garbage collection, and, if possible on the same day of collection.

6.12 Clearance of post boxes

The Owner or Occupier of a Lot must regularly clear the post box for the Lot wherever located.

6.13 Access to Lot(s)

The Occupier of a Lot must permit the Body Corporate by itself, its servants, agents, consultants or contractors full and free access to the Lot with or without necessary equipment, tools, materials and machinery and to dig into, erect scaffolding upon and break the soil of the Lot where necessary for the purpose of:-

- (a) installing, maintaining, repairing or replacing all or any cables, pipes, conduits, channels, manholes, chambers, inlets, drains, fittings or the like for the supply of all or any utility services (as defined in Schedule 4 of the Act) to the Lots and any other Lots or common property of the CTS; and
- (b) maintaining, repairing or replacing any retaining wall which forms part of the boundary of the Lot with the Common Property provided the Body Corporate must restore the Lot to the condition it was in immediately prior to its right of access being exercised.

6.14 Notification of infectious diseases

In the event any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the Owner or Occupier of such Lot must give, or cause to be given, Notice thereof and any other information which may be required relating thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

6.15

Auction sales
Occupiers must not permit any auction sale to be conducted or take place within their Lot or upon the Common Property or an asset of the Body Corporate without the prior written permission of the Committee. This by-law does not apply to the Original Owner (or at its direction).

7. ANIMALS

7.1 Guide Dogs

A person mentioned in the *Guide Dogs Act 1972 (Old)*, Section 5, who has the right to be on a Lot or on the Common Property, has the right to be accompanied by a Guide Dog while on the Lot or the Common Property. A person mentioned in this By-Law, who is the Owner or Occupier of a Lot has the right to keep a Guide Dog on the Lot.

7.2 Pets

Subject to section 181 of the Act and this By-Law, Occupiers may not keep or bring any animal on Scheme Land unless in compliance with this By-Law.

An Owner or Occupier may keep one animal (ie. one dog or one cat) only in a Lot as long as:

- (a) the Occupier gives the Committee prior notice of its intention to keep the animal and details of the type, size and registration of the animal;
- (b)
 - (1) weighs less than 10 kilograms;
 - (2) if required by any Authority, registered and micro-chipped;
 - (3) is a domesticated pet;

- (4) is suitably restrained whilst on the Common Property or an asset of the Body Corporate; and
 - (5) does not disturb Occupiers or create any safety or amenity issues as to Scheme Land.
- The onus of proving that the animal complies with this By-Law is on the Owner or Occupier. In the event that the Committee forms the reasonable view that the animal is not in compliance with this By-Law, it can require the removal of the animal.

An Owner or Occupier may keep a second or subsequent animal only with prior written approval of the Committee.

7.3 Refusal of permission

Despite anything else in this By-Law, the Body Corporate may refuse permission (and prohibit) to bring or keep a pet or other animal onto the Scheme Land by giving Notice to the Owner of the pet or other animal concerned if, in the reasonable opinion of the Body Corporate, the pet or other animal is a nuisance or a danger to other Owners or Occupiers or there has been a persistent breach of this By-Law.

7.4 Liability

Any Owner or Occupier of a Lot who brings, keeps or allows a pet or other animal onto the Scheme Land is responsible for and assumes all liability for the actions of the pet or other animal whether or not the Owner or Occupier had knowledge, notice or forewarning of the likelihood of such action.

7.5 Detaining of animals

Any pet or other animal in breach of this By-Law and/or found loose on the Scheme Land may be detained by the Body Corporate.

The Body Corporate is empowered in its absolute discretion to arrange for the removal of any pet or animal (in breach of these By-laws) by engaging a professional and in such instances the offending animal owner is responsible for all costs of the Body Corporate incurred by reason thereof, payable prior to release of the animal.

8. SECURITY

8.1 Security system

The Body Corporate has the power to operate a security system or systems for the Scheme Land including to implement security procedures and security equipment designed to prevent unauthorised entry to the Scheme Land.

8.2 Ability to delegate

The Body Corporate may operate this security system itself or delegate that responsibility to someone else or retain someone else to operate the security system (including a person who is a service contractor within the meaning of the Act).

8.3 Compliance

A Subsidiary Body Corporate and Owners and Occupiers of Lots must comply with the security systems and must not do anything that may detrimentally affect a security system or its operation.

8.4 No liability

The Body Corporate is not responsible or liable for loss or damage suffered by a person and directly and indirectly caused by:

- (a) the security systems not working, or not working properly or not working as well as the systems could or should work; or
- (b) someone making an unauthorised entry to the Scheme Land.

8.5 Payments

If Owners or Occupiers wish to have their Lot attached to the security system they will be required to pay additional fees to the Body Corporate, as determined by the Body Corporate.

9. PROPERTY

9.1 Notice to be observed

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

9.2 Rules relating to Common Property

The Committee may make, amend, delete or add to, from time to time, rules relating to the Common Property and/or Body Corporate Assets and in particular in relation to the use of any improvements on the Common Property including Recreation Areas and other facilities, not inconsistent with these By-Laws and the same must be observed by the Owners or Occupiers of Lots as is set out in these By-Laws, unless and until they are disallowed or revoked by majority resolution at a general meeting of the Body Corporate.

9.3 Rules relating to Recreation Areas

Subject to the Act and the Regulation Module, the Committee may make rules relating to the management, occupation, use, and maintenance of the Recreation Areas and any improvements or alterations to it and the rules so made must be observed by the Owners or Occupiers entitled to use the Recreation Areas.

To the maximum extent possible, each By-Law applies to the use and enjoyment of the Recreation Areas by an Owner and/or Occupier of a Lot.

9.4 Times for use of Recreation Areas

The Recreation Areas must not be used between the hours of 10pm and 6am or such hours as agreed by the Committee and the Caretaker Manager. If overcrowding is experienced in the use of Recreation Areas, the Caretaker Manager may arrange for the implementation of systems for the mutual benefit of all Owners and Occupiers of Lots in the Scheme Land.

9.5 Rules for use of Recreation Areas

Each Owner and each Occupier of a Lot, when making use of the Recreation Areas must ensure:

- (a) Invitees and guests do not use the Recreation Areas unless an Owner or Occupier accompanies them at all times;
- (b) under no circumstance an Invitee or guest is given the Owner's or Occupier's electronic key fob to access the Recreation Areas;
- (c) for gatherings within the Recreation Area of more than 4 people (including all children and the Owner or Occupier), the Owner or Occupier must book the area using the online (or any other designated) booking system;
- (d) children below the age of thirteen (13) years in all areas and in the case of the gym, below the age of sixteen (16) years, are not in or around the same unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (e) all persons exercise caution and respect at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons;
- (f) there is no offensive language or behaviour in or around the same;
- (g) no person runs around or in the vicinity of any pool;
- (h) no person brings anything made of glass into or around the pools or fenced pool area;
- (i) all persons are adequately and respectfully clothed;
- (l) under no circumstance are alcoholic beverages (irrespective of packaging) taken into or consumed within the fenced pool area or the gym;
- (k) subject to rule (j), conservative drinking of alcoholic beverages in or around the Recreation Areas;
- (l) subject to section 161 of the Act, no animals or pets are permitted in the fenced pool area, and
- (m) subject to rule (l), an Owner or Occupier who has a pet approved by the Committee pursuant to By-Law 7.2 may bring their pet in or around the Recreation Areas so long as:
 - (1) the animal is suitably restrained, and in the case of a dog being on a leash, at all time;
 - (2) the animal does not disturb Occupiers, Owners, Invitees or guests or create any safety or amenity issues; and
 - (3) the Owner or Occupier immediately cleans up after the animal.

The onus of proving that the animal complies with this rule is on the Owner or Occupier. In the event the Committee forms the reasonable view that the animal is not in compliance with this rule, it can require for the animal to be prohibited from entering in or around the Recreation Areas.

In the event the Committee forms the reasonable view that an Owner or Occupier has not acted in compliance with this By-Law 9.5, upon reasonable notice to the Owner or Occupier the Committee can deactivate the Owner's or Occupier's electronic key fob accessing the Recreation Areas for a period of 1 month. In the event of further breaches from the Owner or Occupier, the Committee acting reasonably may permanently deactivate the Owner's or Occupier's electronic key fob accessing the Recreation Areas.

10. OBSERVANCE OF THE BY-LAWS AND DAMAGES

10.1 Observance of the By-Laws

The Owner (including an Owner within the provisions of Section 19 of the Act (being the Body Corporate for a Lot which is itself Scheme Land for a Subsidiary Scheme) and Occupier of a Lot must ensure that:

- (a) the provisions of these By-Laws; and
- (b) the duties and obligations imposed by these By-Laws on an Owner or Occupier of a Lot,

are observed and fulfilled not only by such Owner or Occupier but also by the invitees of the Owner or Occupier.

10.2 Observance by Invitees

An Owner or Occupier of a Lot must take all reasonable steps to ensure that Invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

An Owner of a Lot which is the subject of a lease, tenancy or licence must ensure the lessee, tenant or licensee receives a copy of the By-laws and must take all reasonable steps, including any action available under any such lease, tenancy or licence, to ensure that any lessee, tenant or licensee or other Occupier of the Lot or their invitees, agents, contractors and employees comply with these By-Laws.

10.3 Damage or money incurred by the Body Corporate

Where the Body Corporate suffers damage as a result of or expends money (including GST) to rectify, to make good the damage caused by and/or to obtain legal or other advice or representation, in relation to a breach or potential breach of the Act including failure to pay any contributions, levies or monies payable to the Body Corporate pursuant to the Act or these By-Laws (all these By-Laws) by an Owner or Occupier of a Lot or any Invitees of such Owner or Occupier or of any of them, the Body Corporate may, in its absolute discretion:

- (a) seek and order of an Adjudicator under the Act requiring the Owner who committed the Breach, or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee) to pay the Body Corporate's Costs; or
- (b) recover its Costs as a debt in an action in any court of competent jurisdiction from the Owner who committed the Breach or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee).

10.4 Requirement to pay

If the Body Corporate incurs costs or expenses because an Occupier does not pay an amount due to the Body Corporate or breaches these By-Laws, the Act or the Regulation, the Occupier must pay the Body Corporate those costs or expenses within 7 days of the Body Corporate demanding payment, as a Liquidated debt due to the Body Corporate.

11. BODY CORPORATE POWERS

11.1 Breach

If an Owner or Occupier commits a Breach, the Body Corporate may give the Owner and Occupier a Notice to remedy the Breach within 14 days.

If the Owner of Occupier fails to remedy the Breach, the Body Corporate may, on a further 3 days' Notice to the Owner and Occupier, enter the Lot (or any applicable Common Property or asset of the Body Corporate to which an exclusive use right applies) and carry out any necessary works to remedy the Breach.

If an Owner commits a Breach and the Committee deems it to be an emergency situation, the Body Corporate may immediately enter the Lot or any other relevant area, and carry out the necessary works to remedy the Breach.

For the avoidance of doubt, the Body Corporate may recover its Costs in respect of that Breach in accordance with these By-Laws and under the Act.

11.2 Inspection of Lots

Occupiers must (upon 1 days' Notice except in the case of an emergency when no Notice is required) permit representatives of the Body Corporate to access their Lot to:

- (c) conduct inspections;
- (d) test any equipment within the Lot;
- (e) trace and repair any leakage or defect in equipment within the Lot at the expense of the Owner;
- (f) read any meter situation within the Lot; and
- (g) maintain any equipment (including mechanical exhaust equipment) within the Lot at the expense of the Owner;

If an Owner does not permit access, the Body Corporate may affect entry and will not be liable for any damage occasioned to the Lot or any structure on the Lot in effecting the entry. The Body Corporate, in exercising its powers under these By-Laws will ensure that it causes little inconvenience to the Occupier as is reasonable in the circumstances.

11.3 Recovery of costs

If an Occupier or Invitee commits a Breach, the Owner of the relevant Lot must pay on demand the whole of the Body Corporate's Costs in respect of that Breach, which amount will be deemed to be a liquidated debt. Where the Body Corporate incurs Costs as a result of a Breach, the Body Corporate will be entitled and the Committee may, in its absolute discretion:

- (a) seek an order of an Adjudicator under the Act requiring the Owner who committed the Breach, or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee) to pay the Body Corporate's Costs; or
- (b) recover its Costs as a debt in an action in any court of competent jurisdiction from the Owner who committed the Breach or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee).

11.4 Levies

If a contribution levied under the Act is unpaid 30 days after it falls due for payment and/or Costs due are unpaid 30 days after demand is made by the Body Corporate, then the Owner will have committed a Breach. If, at the time a person becomes the Owner, another person is liable in respect of the Lot to pay a contribution or interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the contribution or interest.

Unpaid contributions and interest and all Costs associated with the collecting of unpaid amounts are recoverable by the Body Corporate as a liquidated debt.

11.5 Correspondence

All complaints and applications to the Body Corporate or the Committee must be addressed in writing to the Secretary or Body Corporate Manager and not to any other member of the Committee.

12. CONSTRUCTION AND SALE OF LOTS

12.1 Original Owner

Whilst the Original Owner and any person to whom the Original Owner assigns its rights under this By-Law remains the Owner of any Lot in the Scheme Land (whether a Lot in the Scheme or a Lot in a Subsidiary Scheme) the Original Owner and its contractors agents and those authorised by it, will be entitled:

- (a) together with persons authorised by it, to pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land;
- (b) to carry out any building (including construction) or any improvements, or any other things done on the Scheme Land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that, and

- (c) to use the Common Property or other Lots in the Scheme to:
 - (1) give access to and egress from any part of the Scheme Land with or without vehicles and equipment (or either of them); and
 - (2) to store building materials, vehicles, equipment or fill on the Scheme Land.

12.2 Reasonable endeavours

In exercising its rights under this By-Law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment by Lot Owners and Occupiers of their respective Lot and the Common Property.

12.3 Reasonable directions

While any construction or building operations are occurring on the Scheme Land, Lot Owners and Occupiers of Lots and the Invitees of the Owners or Occupiers must comply with the reasonable directions of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic vehicle and pedestrian flow directions. The Original Owner may restrict access to Common Property for the purposes of construction and safety.

12.4 Sale of Lots, promotional and marketing functions

Whilst the Original Owner remains the Owner of a Lot in the Scheme, it and its respective servants or agents will be entitled:

- (a) to place such signs and other advertising and display material in or about the Lot and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme Land;
- (b) to carry out promotional and marketing activities on Scheme Land; and
- (c) together with persons authorised by it, to pass over the Common Property to gain access to and egress from any Lot.

12.5 Access During Construction

An Owner or Occupier must cause all Heavy Vehicles involved in the construction of any works on the relevant Lot to pass over only Lots of Common Property approved by the Original Owner or the Committee.

12.6 Construction

The Original Owner and contractors may enter upon the Common Property with vehicles to undertake and complete the construction works and any other work necessary to develop and construct a potential future stage or building. In particular the Original Owner is entitled to:

- (a) excavate and underpin against the Common Property or any part of the Site and exercise any and all other rights;
- (b) construct common facilities in any part of the Scheme Land which is or in any part of land shown on Concept Plan Two;
- (c) construct Utility Infrastructure and Utility Services and connect into existing Utility Infrastructure and Utility Services in the Scheme or in any part of land shown on Concept Plan Two;
- (d) use the Common Property as an access way for vehicles and personnel.

13. BULK SUPPLY OF UTILITIES

13.1 Utility management system

The Body Corporate may purchase, rent, lease or otherwise acquire and may install, use, run and maintain a utility management system for the CTS.

13.2 Contracts/Agreements

The Body Corporate shall have the power to enter into a contract or agreement for the purchase of reticulated, gas, electricity, data and communications services or other commercially available utilities ("utilities"), on the most economical basis, for the whole CTS from the relevant supplier and on such terms as the Body Corporate in its absolute discretion deems appropriate.

13.3 Power to sell

The Body Corporate shall have the power to sell utilities to each owner or occupier of a Lot in the Complex, including those within Subsidiary Schemes. Each owner or occupier of a Lot must purchase and use all utilities to be consumed in its Lot direct from the Body Corporate and must not purchase utilities from any other source, unless agreed to in writing by the Body Corporate. The Body Corporate shall not be required to supply to any owner or occupier of a Lot utilities requirements beyond those requirements which the relevant supplier could supply at any particular time.

13.4 Separate meters

Where the Body Corporate is operating a utility management system for the CTS, the Body Corporate must arrange where practicable for the installation of a separate utilities meter for each Lot to be connected to that system. However, unless some other appropriate arrangement has been made, the cost of repair and replacement of such utilities meter shall be the responsibility of the owner of the Lot.

13.5 Price

Subject to these By-Laws, the price to be charged by the Body Corporate to each owner or occupier of a Lot for such supply shall be approximately at the same rate and governed by the same conditions as would be imposed from time to time by the appropriate supplier if such supplier were supplying energy direct to each owner or occupier of a lot. The Body Corporate, or its agent, shall tender accounts to each owner or occupier of a Lot from time to time and such accounts shall be payable to the Body Corporate, or its agent within 14 days.

13.6 Administrative Fee

A reasonable administrative fee, if requested, shall be payable by the Body Corporate to its agent, or the Body Corporate Manager or such other person approved by the Body Corporate, for the billing of any accounts to each owner or occupier, including, if requested, any additional fees required relevant to any accounts in arrears, and any additional fees relating to the recovery of any amount of the unpaid account or accounts.

13.7 Liability of Owners

In respect of an account which has been rendered pursuant to this by-law, an owner of a lot is liable, jointly and severally with any person who is liable to pay that utilities account when that owner became the owner of a Lot.

13.8 Late Payments

In the event that an account for the supply of utilities is not paid by its due date for payment, then the Body Corporate shall be entitled to:

- apply a late payment fee at the rate of 2.5% for each month that the outstanding amount is in arrears, calculated on the amount outstanding as at the stipulated due date;
- recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction;
- disconnect the supply of utilities to the relevant Lot;
- charge a reconnection fee to restore the supply of utilities to the relevant Lot.

13.9 No liability on Body Corporate

The Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the supply of utilities due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.

13.10 Requirement to maintain

The Owner or Occupier of a Lot shall ensure that any utilities installation while it remains connected to the utilities supply is maintained free from any defect that is likely to cause fire or likely to cause a person to sustain an injury. Immediately upon demand the Owner or Occupier of a Lot shall make available to the Committee or its agent, any utilities installation in the Lot for inspection.

13.11 Restrictions on supply

3464-3295-6429/7

Where, due to limitations in the utilities supply, the Body Corporate is satisfied that, for the purposes of ensuring at all times a regular, efficient and constant supply of utilities within the limits of the supply of utilities, it is necessary to restrict the utilities articles that may be used by the owner or occupier of a Lot, the Body Corporate may impose such restrictions as aforesaid in such manner and to such extent as it considers necessary in the circumstances including the prohibition of the use of specified utilities articles.

13.12 Reading of meters

Unless some other appropriate arrangement is made, the Caretaker Manager or his agent shall be responsible for reading all utilities meters to determine individual utilities consumption on a regular monthly basis (or such other period as approved by the Body Corporate) and shall promptly submit details of the readings to the responsible party, to enable the billing of accounts to the owners or occupiers. Unless some other arrangement is made by the utilities supplier, the Caretaker Manager or his agent shall also be responsible to carry out final readings of utilities meters that may be required, provided however that the owner or occupier of any Lot requiring a final reading, must, in writing, promptly inform the Caretaker Manager of the proposed date for a final reading of the utilities meter to enable the billing of the final account to the relevant owner or occupier. The Body Corporate, Body Corporate Manager or such other person approved by the Body Corporate shall not, under any circumstances whatsoever, be responsible for any final readings and subsequent billing of accounts to owners or occupiers, which have not been carried out due to late or no written notice having been given by the relevant owner or occupier to the Caretaker Manager or his agent.

13.13 Security deposit

The Body Corporate, or its agent, must, from time to time, determine the amount of a security deposit to be paid by each owner or occupier whose Lot is connected for the supply of the reticulated utilities, as a guarantee against non-payment of accounts or money under this By-Law. All or part of such security deposit (as is required) shall be used by the Body Corporate or its agent to reduce any amount owing by the relevant owner or occupier in relation to the supply of reticulated utilities to the relevant Lot.

14. WATER

14.1 No waste

An Occupier of a Lot shall not waste the water and shall see that all water taps in the Lot are promptly turned off after use and do not leak.

14.2 Use

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and designed, and no sweepings or rubbish or other unsuitable substances shall be deposited therein. Any damage or blocking resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Owner whether the same was caused by his own actions or by his servants, agents, customers, invitees or guests.

15. RESTRICTED ACCESS AREAS

The Committee may keep locked and prohibit access to utility cupboards, storage areas, switchboards, substations and the like.

16. EXCLUSIVE USE

16.1 Obligations

The Owner or Occupier for the time being of a Lot specified in Schedule E shall be entitled to the exclusive use and enjoyment of that part of the Common Property as described in Schedule E and identified on the plans annexed thereto, subject to the Owner and/or Occupier at their cost at all times:

- ensuring that such part of the Common Property is kept in a safe, clean and tidy condition to the same extent as the duties that are otherwise imposed upon the Body Corporate pursuant to the provisions of the Act and the Regulation Module;
- keeping such part of the Common Property (and any improvements thereon) in good and substantial repair provided that there shall be no obligation on an Owner or Occupier to undertake any structural

3464-3295-6429/7

- maintenance to any item except where rendered necessary by any act, omission, neglect, default or misconduct of such Owner and/or Occupier or their servants, agents or invitees; maintaining the landscaping on such part of the common property (if any) to the:
- (c) standard of landscaping on other parts of the Common Property;
 - (1) standard required by the laws, requirements, plans and statements referred to in these By-Laws (including by not removing landscaping installed by the Original Owner); and
 - (3) to the reasonable satisfaction of the Body Corporate Committee.

16.2 Maintenance and operating costs

Subject to this by-law15, Owners or Occupiers are responsible for the maintenance of and operating costs for that part of Common Property to which this exclusive use by-law applies.

16.3 Garage doors

The Owner or Occupier for the time being of a Lot shall be entitled to the exclusive use of the garage door (and any pillars, beams, attached mechanical apparatus or supports to that door) to their Lot. The responsibility for the operation (including power) maintenance, repair and replacement of the garage door rests exclusively with the Owner or Occupier.

- The Owner or Occupier for the time being at their cost at all times:
- (e) ensuring that such part of the garage door in a safe, clean and tidy condition to the same extent as the duties that are otherwise imposed upon the Body Corporate pursuant to the provisions of the Act and the Regulation Module;
 - (b) keeping the garage door in good and substantial repair, ensuring any repaired are carried out in a proper and workmanlike manner.

17. DEVELOPMENT APPROVAL REQUIREMENTS

In accordance with the development approval:

All balconies and terraces shown on the approved DRAWINGS AND DOCUMENTS, must (a) remain unenclosed with no shutters, glazing, louvers or similar permanent fixtures, OR (b) ensure that balconies with solid balustrades and operable, moveable or adjustable screening are consistent with the relevant Brisbane Planning Scheme Codes and clearly depicted on the approved DRAWINGS AND DOCUMENTS.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

1. STATUTORY EASEMENTS

- 1.1 Pursuant to Section 66(1)(c)(ii) of the Body Corporate and Community Management Act 1997 (Old), each of the following lots and common property is the subject of the following easements:

Common Property/Lots	Types of Easement
Common Property Summerlin CTS50702	(i) Lateral or subjacent support under the Land Title Act 1994, Section 115N;
Summerlin Terraces One CTS50707	(ii) Utility services and utility infrastructure under the Land Title Act 1994, Section 115O and Section 115P;
Summerlin Magnolia Apartments CTS53766	(iii) Shelter under the Land Title Act 1994,
Lot 3 on SP287322	(iv) Any other easements necessary for support, utility services, utility infrastructure, shelter, projections, and/or maintenance of buildings.
Lot 4 on SP287322	

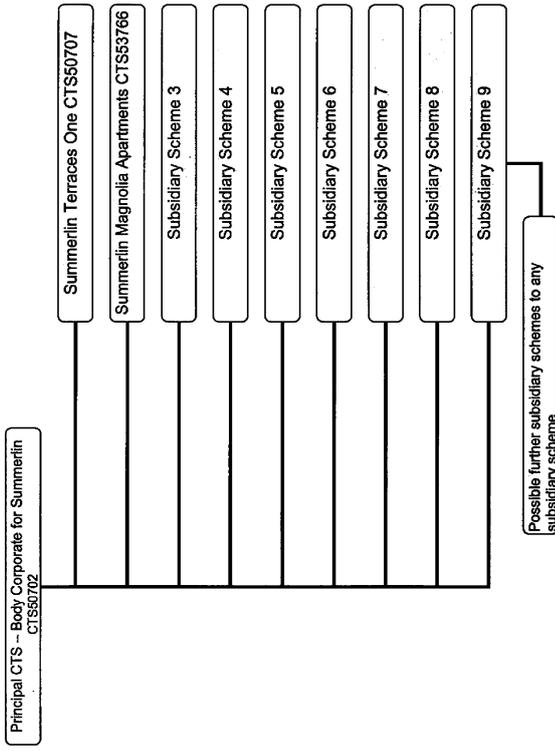
2. SERVICES LOCATION DIAGRAMS

- 2.1 Pursuant to Section 66(1)(e)(ii) of the Body Corporate and Community Management Act 1997 (Old), annexed and marked as Annexure A is a services location diagram identifying all service easements for the Lots and Common Property contained within the Scheme.

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

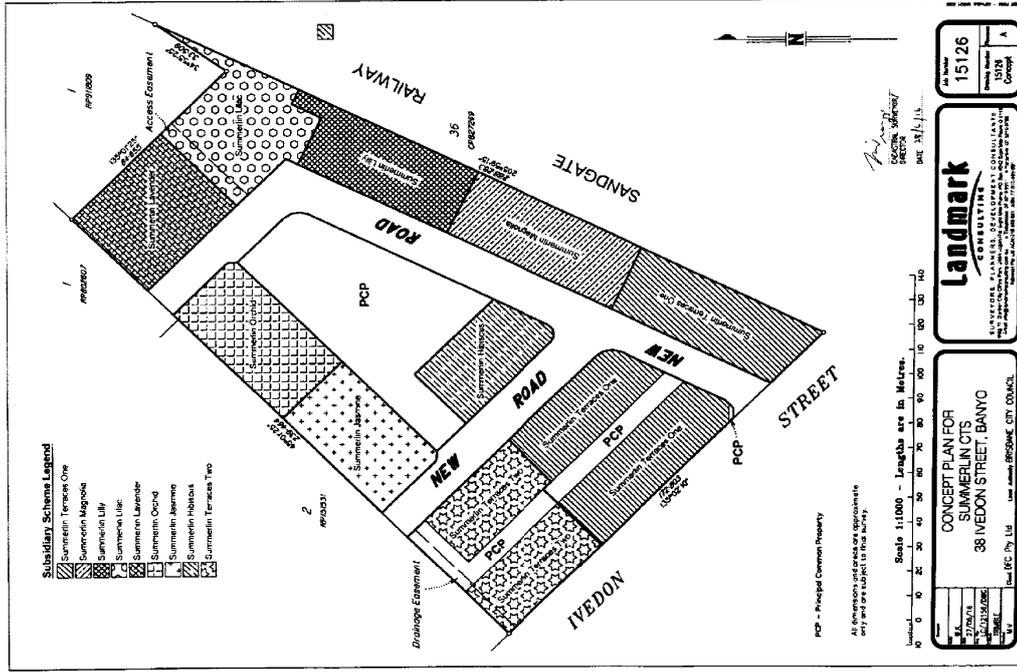
Not Applicable

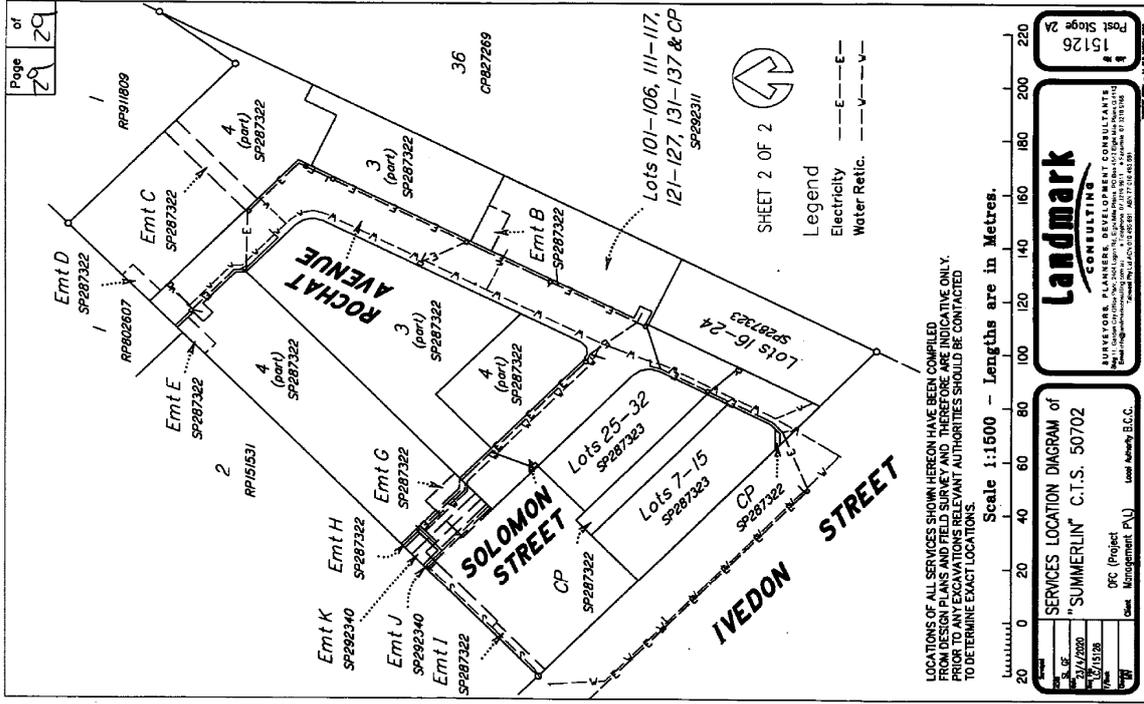
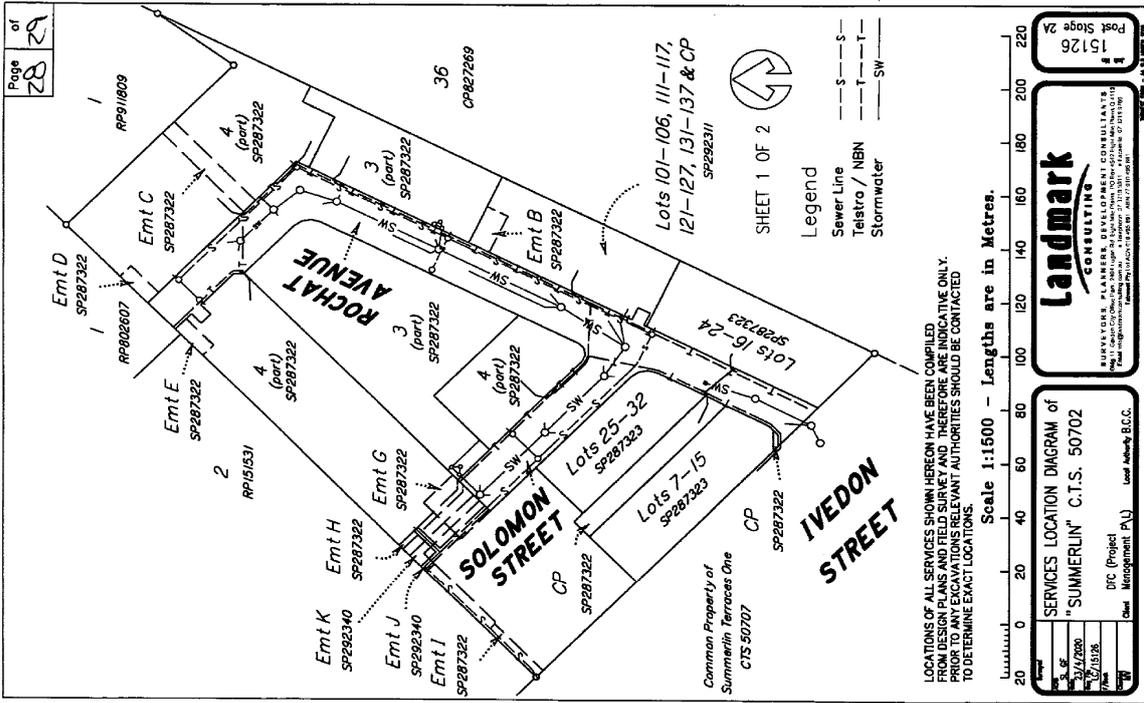
CONCEPT PLAN ONE



Note: Layered titled arrangement where subsidiary schemes may be residential or commercial/retail with more or less than represented above.

CONCEPT PLAN TWO





CHAPTER 6

TERMS OF PROPOSED ENGAGEMENT – ADMINISTRATION MANAGER

ADMINISTRATION AGREEMENT

Between

THE BODY CORPORATE FOR SUMMERLIN POOLSIDE TERRACES CTS TBA (The Body Corporate)
38 IVEDON STREET BANYO QLD 4014

and

STRATA DYNAMICS PTY LTD
ABN 62 055 708 478
LEVEL 15, 300 ADELAIDE STREET BRISBANE QLD 4000

About this agreement

Definitions:

Agreement means this agreement.

The Body Corporate means the Body Corporate for SUMMERLIN POOLSIDE TERRACES CTS TBA.

Disbursements mean the disbursements listed in Schedule A of this agreement.

Strata Manager means a Body Corporate Manager as defined in the Body Corporate and Community Management Act 1997.

Term means the period of the agreement as give in Schedule A.

The Legislation means the Body Corporate and Community Management Act (Qld) 1997 and Regulation Modules or any legislation that may replace it.

1. Term of Appointment

- 1.1. The Body Corporate appoints Strata Dynamics Pty Ltd to be the Strata Manager for The Body Corporate.
- 1.2. Strata Dynamics Pty Ltd accepts this appointment and must carry out the duties as Strata Manager in accordance with this Agreement and The Legislation.
- 1.3. This Agreement is for the term stated within Schedule A of this Agreement.
- 1.4. If this Agreement ends and the parties do not enter into a new Agreement, then Strata Dynamics Pty Ltd may continue to perform the duties on the same terms as this Agreement until either **party gives the other 30 days' notice in writing to end this agreement.**
- 1.5. If the Agreement continues beyond twelve months, then The Body Corporate must pay the fees and disbursements set out in this Agreement at the rate determined in accordance with Clause 5 of this Agreement.

2. Engagement and Authorisation

- 2.1. Strata Dynamics Pty Ltd is an independent contractor of The Body Corporate engaged to perform the duties set out in this Agreement.
- 2.2. To assist Strata Dynamics Pty Ltd in the performance of its duties as Strata Manager, The Body Corporate authorises Strata Dynamics Pty Ltd to exercise the powers of the executive committee. However, this authorisation of power does not prevent an executive member of The Body Corporate committee from exercising an authorised power or directing Strata Dynamics Pty Ltd about how a power is to be exercised. This does not constitute an engagement of a Strata Manager to carry out functions of committee and executive members as defined under Chapter 3, Part 5 of the relevant regulation module.
- 2.3. The authorisation of powers does not make Strata Dynamics Pty Ltd responsible for performing the functions of The Body Corporate or the committee or relieve The Body Corporate of these functions.

3. Core Duties

- 3.1. Strata Dynamics Pty Ltd must perform the core duties set out in this Agreement which relate to the secretarial and treasury functions of The Body Corporate.
- 3.2. Specifically, Strata Dynamics Pty Ltd must perform the following core duties:
 - 3.2.1. Annual general meetings –



- 3.2.1.1 convene and attend the meeting during normal business hours (being 8:30am - 5:30pm AEST Monday to Friday excluding public holidays) for up to two hours duration;
- 3.2.1.2 call for nominations for the committee;
- 3.2.1.3 acknowledge nominations;
- 3.2.1.4 prepare and distribute the meeting notice including statutory motions (additional motions and meeting documentation or motions to be resolved by secret ballot may attract additional fees), and
- 3.2.1.5 prepare and distribute the minutes of the meeting.
- 3.2.2 Committee meetings –
- 3.2.2.1 this section does not apply where there are no allowances made in Schedule A of this agreement for committee meetings.
- 3.2.2.2 convene and attend the number of committee meetings included within Schedule A of this agreement between 8:30am – 5:30pm AEST Monday to Friday excluding public holiday for up to two hours duration (excluding voting outside of committee meetings);
- 3.2.2.3 distribute the minutes for each meeting.
- 3.2.3 Financial management –
- 3.2.3.1 open and operate a bank account for the administrative fund and sinking fund at a bank nominated by Strata Dynamics Pty Ltd;
- 3.2.3.2 prepare draft budgets and statements of account annually for the administrative fund and sinking fund using Strata Dynamics Pty Ltd standard chart of accounts;
- 3.2.3.3 prepare monthly reconciliation statements;
- 3.2.3.4 prepare levy notices for the owners (no more than four times per annum), and
- 3.2.3.5 process and pay accounts for The Body Corporate upon receipt.
- 3.2.4 Roll and records –
- 3.2.4.1 establish and maintain the roll and register of The Body Corporate, and keep the records of The Body Corporate;
- 3.2.4.2 make the roll and records available for inspection in accordance with the legislation; and
- 3.2.4.3 supervise the use of the common seal of The Body Corporate.
- 3.2.5 Insurance –
- 3.2.5.1 organise quotations with insurers whom Strata Dynamics Pty Ltd is an authorised representative or distributor for, effecting insurance for The Body Corporate and the renewal of such policies annually subject to The Body Corporate having sufficient funds to pay the premium; and
- 3.2.5.2 submit insurance claims to The Body Corporate insurer. If Strata Dynamics Pty Ltd is not the authorised representative or distributor of the insurer or is not remunerated in accordance with clause 6 of this agreement, the performance of this duty will be charged as an Additional Duty under clause 4.
- 3.2.6 Other –
- 3.2.6.1 act as the public officer for taxation purposes; and
- 3.2.6.2 sign through the common seal and all documents to which the seal is to be affixed.

4. Additional Duties

- 4.1. The Body Corporate may engage Strata Dynamics Pty Ltd to perform additional duties for which additional charges apply. These additional charges are set out in Schedule A of this

agreement. Additional Duties include any other task performed for The Body Corporate not included in the core Duties outlined in Clause 3 of this agreement.

5. Fees and Disbursements

- 5.1. For performing duties pursuant to this agreement, The Body Corporate must pay Strata Dynamics Pty Ltd the following amounts:
- 5.1.1. for the Core Duties the amount set out in Schedule A monthly in arrears;
- 5.1.2. for the disbursements associated with Core Duties as set out in Schedule A monthly in arrears. A fair use policy applies to disbursements associated with Core Duties which places a maximum allowance on postage and printing. If usage exceeds the maximum allowance the additional usage is charged in accordance with the rate set out in Schedule A. The maximum allowances are as follows:
- 5.1.2.1. Annual general meeting agenda – 25 double sided pages
- 5.1.2.2. Annual general meeting minutes – 5 double sided pages
- 5.1.2.3. Committee meeting agenda – 5 double sided pages
- 5.1.2.4. Committee meeting minutes – 7 double sided pages
- 5.1.3. for Additional Duties the charges and disbursements set out in Schedule A monthly in arrears;
- 5.1.4. for providing information from the roll and records the fees received by The Body Corporate for the provision of certificates and other information from The Body Corporate records;
- 5.1.5. for taking action to recover outstanding levies, fees received by The Body Corporate for the recovery of costs from owners for recovering arrears of levies including dishonoured cheques; charges for consultancy services, providing information technology and banking support, the software and access fees.
- 5.1.6. the charges for Disbursements and Additional Duties set out in Schedule A may be reviewed annually by Strata Dynamics Pty Ltd on 1 July following the commencement of this agreement. The Body Corporate must pay the charges for Disbursements and Additional Duties at the reviewed rate applicable. In accordance with the code of conduct which is set out in the legislation, the charges made by Strata Dynamics Pty Ltd including for Disbursements and Additional duties must be supplied at competitive prices;
- 5.1.7. any monies expended by Strata Dynamics Pty Ltd in the payment of any state and federal government goods and services tax incurred by Strata Dynamics Pty Ltd in providing The Body Corporate with goods and services under this agreement;
- 5.1.8. for providing for the inspection of any Body Corporate records and services listed in Clause 5.1.4 Strata Dynamics Pty Ltd may retain for its own benefit any amounts received or payable to The Body Corporate.
- 5.2. The Body Corporate must pay Strata Dynamics Pty Ltd upon receipt of a tax invoice from Strata Dynamics Pty Ltd. The Body Corporate authorises Strata Dynamics Pty Ltd to disburse available Body Corporate funds in payment of these tax invoices.
- 5.3. The amount payable for performing Core Duties and the amount payable for Core Duties Disbursements will increase on each anniversary of this agreement by the greater of:
- 5.3.1. the increase in the Consumer Price Index for Brisbane for the quarter immediately preceding the relevant anniversary as compared to the same quarter for the preceding year; or
- 5.3.2. 4%.



6. Disclosure of Related Party Transactions

- 6.1. If The Body Corporate enters into an arrangement with one of Strata Dynamics Pty Ltd related parties, then Strata Dynamics Pty Ltd must disclose this relationship to The Body Corporate at the first reasonable opportunity.
- 6.2. Insurance Brokers and Underwriters, for whom Strata Dynamics Pty Ltd is an authorised representative or distributor, share the commission that they receive from the insurers with Strata Dynamics Pty Ltd up to an amount of 21% of the insurance premium excluding GST. Insurance Brokers and Underwriters for whom Strata Dynamics Pty Ltd is an authorised representative or distributor include (but are not limited to) CHU Underwriting Agencies Pty Ltd, Strata Unit Underwriting Agency Pty Ltd, Strata Community Insurance Agencies Pty Ltd, Insurance Investment Solutions Pty Ltd trading as Expert Strata Insurance, Body Corporate Brokers Pty Ltd and Amicus Insurance Services Pty Ltd.
- 6.3. Strata Dynamics Pty Ltd may bank with the same banking institution which also provides banking services to bodies corporate managed by Strata Dynamics Pty Ltd. Strata Dynamics Pty Ltd do not receive any fee or commission or benefit from the banking institution which provides services to The Body Corporate.

7. Binding Code of Conduct

- 7.1. Strata Dynamics Pty Ltd must carry out its duties in accordance with the code of conduct for Body Corporate Managers set out in The Legislation.

8. Instruction from Executive Members

- 8.1. Strata Dynamics Pty Ltd accepts that The Body Corporate executive (the chairperson, secretary and treasurer) have been elected by The Body Corporate to perform important functions. Accordingly, any executive member of The Body Corporate committee may instruct Strata Dynamics Pty Ltd on the performance of duties as The Body Corporate Manager relating to their elected role. In the event of conflicting instructions being received, Strata Dynamics Pty Ltd may only act once instructions are received from the appointed committee representative. In the absence of notice from the committee of an appointed representative it is assumed the chairperson is the appointed representative.
- 8.2. In the absence of requested instructions from members of the executive, then Strata Dynamics Pty Ltd may perform the relevant duties to the required standard pursuant to its authorised use of powers in accordance with clause 2 of this agreement.

9. Responsibility for Loss and Damage

- 9.1. Subject to clauses 9.2 to 9.9 Strata Dynamics Pty Ltd must pay for loss or damage to The Body Corporate caused by Strata Dynamics Pty Ltd as a result of Strata Dynamics Pty Ltd breaching this agreement or the code of conduct for Strata Managers set out in The Legislation.
- 9.2. The Body Corporate must indemnify Strata Dynamics Pty Ltd against any claim by The Body Corporate or a third party for loss or damage (including costs on a solicitor and own client basis) for anything done by Strata Dynamics Pty Ltd in properly performing its duties and exercising the use of powers authorised by this agreement.
- 9.3. The Body Corporate acknowledges that any information provided by Strata Dynamics Pty Ltd to The Body Corporate shall not be deemed to be legal advice.

- 9.4. The Body Corporate acknowledges that any information provided by Strata Dynamics Pty Ltd to The Body Corporate shall not be deemed to be financial advice.
- 9.5. The Body Corporate acknowledges that any advice offered by Strata Dynamics Pty Ltd with regard to insurance is general and does not take into account **The Body Corporate's** objectives, financial situation or needs. The Body Corporate should consider whether the advice is suitable for its needs and circumstances. Before making a decision about whether to acquire a certain product, The Body Corporate should obtain and read the relevant product disclosure statement and financial services guide.
- 9.6. The Body Corporate indemnifies Strata Dynamics Pty Ltd against any claim by The Body Corporate or a third party for loss or damage (including costs on a solicitor and own client basis) for any event that arises as a result of The Body Corporate failing to act within the provisions of The Legislation.
- 9.7. Upon request Strata Dynamics Pty Ltd will provide The Body Corporate with an online facility for a committee nominee to approve invoices before payment is issued for The Body Corporate accounts (with the exception of accounts setup on direct debit or automatic payment such as utilities, telephone services, caretaker payments and strata management invoices). Should the committee choose not to use the online facility to approve invoices, Strata Dynamics Pty Ltd will pay The Body Corporate accounts upon receipt without seeking further approval from The Body Corporate. Strata Dynamics will not be held liable for payments made erroneously where the committee have chosen not to use the online facility.
- 9.8. Strata Dynamics Pty Ltd is not responsible for any loss or damage suffered because The Body Corporate has insufficient funds to allow Strata Dynamics Pty Ltd to perform its duties under this agreement.
- 9.9. From time to time, when instructed, Strata Dynamics Pty Ltd will assist The Body Corporate with arranging maintenance to the scheme which may include sourcing quotations, issuing works instructions on **The Body Corporate's behalf or coordinating works as an additional duty.**
 - 9.9.1. The Body Corporate acknowledges that any engaged contractor is an independent third party and has no relationship with Strata Dynamics Pty Ltd. The Body Corporate acknowledges that they are responsible for making their own enquiries and sourcing their own advice on any proposed works and will not hold Strata Dynamics Pty Ltd liable for any loss or damages experienced as a result of the actions of a contractor or any reliance The Body Corporate has placed on the services of a contractor.
 - 9.9.2. The Body Corporate and Strata Dynamics Pty Ltd acknowledge and agree this agreement does not relate to or apply to the provision of property management services or facilities management services.
 - 9.9.3. The Body Corporate agrees that:
 - a) Strata Dynamics Pty Ltd will not undertake any property management services or facilities management services on behalf of The Body Corporate, and
 - b) Strata Dynamics Pty Ltd will not be legally liable for any property management services or facilities management services arranged and/or organised by The Body Corporate or its committee; and
 - c) it will indemnify Strata Dynamics Pty Ltd from and against all actions, demands, losses and expenses (including legal costs and expenses incurred on an indemnity basis) arising directly or indirectly from any property management services or facilities management services arranged and/or organised by The Body Corporate or its committee.

10. Complaints Handling Procedure

- 10.1. Strata Dynamics Pty Ltd takes complaints seriously and aims to resolve them quickly.



10.2. If a member of The Body Corporate has a complaint about Strata Dynamics Pty Ltd, then they may notify Strata Dynamics Pty Ltd by email to info@stratadynamics.com.au or by letter to –
The Manager, Strata Dynamics Pty Ltd, GPO Box 5256, Brisbane QLD 4001.

11. Termination of this Agreement

- 11.1. Either party may terminate this agreement in accordance with the legislation.
- 11.2. However, in the event of a breach of this agreement either party must provide the other with 14 days to remedy the breach before proceeding to termination.
- 11.3. Additionally, Strata Dynamics Pty Ltd may terminate this agreement by giving 30 days notice in writing to The Body Corporate.
- 11.4. Strata Dynamics Pty Ltd acknowledges that upon termination of this agreement, for whatever reason, it must hand over the company seal and records of The Body Corporate as requested and has no right to a lien over them for unpaid fees and disbursements.

12. Communications to Committee Members, Lot Owners and Occupants and Body Corporate Records

12.1. Strata Dynamics Pty Ltd may contact committee Members, lot owners and occupants of lots for the purposes of providing information regarding The Body Corporate industry. **Strata Dynamics Pty Ltd's services, systems and personnel and the property industry generally. These** items of communication may continue even if this agreement has ceased. At any time, a person receiving the information can request that he/she no longer wishes to receive any further information.

13. Severability

13.1. If any provision of this Agreement is, for any reason, considered or found by a Court of competent jurisdiction or any competent Government authority to be invalid, illegal or unenforceable, that provision is to be severed from the remainder of the provisions of this Agreement and will be deemed never to have been part of this Agreement. The remainder of the provisions of this Agreement will remain in full force and effect unless the basic purposes of this Agreement are defeated.

14. Execution of this Agreement

14.1. This Agreement may be executed and exchanged in two or more counterparts (whether original or bearing an electronic or copy signature, whether exchanged in hard copy or by electronic means), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

EXECUTED IN QUEENSLAND

Signed for and on behalf of THE BODY CORPORATE FOR SUMMERLIN POOLSIDE TERRACES CTS T5A by its duly authorised representatives:

Signature	Signature
Print Name	Print Name
Office Held	Office Held
Date	Date

EXECUTED by STRATA DYNAMICS PTY LTD ABN 62 055 709 478 by its duly authorised representative:

Signature of authorised representative
Print Name of authorised representative
Date



SCHEDULE A

StrataDynamics

EXCELLENCE IN STRATA

This schedule sets out the key features of the Strata Dynamics Pty Ltd agreements for Body Corporate management including the charges for Disbursements and additional duties performed by Strata Dynamics Pty Ltd. Fees in this Schedule are quoted exclusive of goods and services tax (GST).

Term	
Term of agreement	36 MONTHS
Start date of agreement	TBA
End date of agreement	TBA

Core Duties	
Fee per lot per annum	\$125.00
Total fee per annum	\$2,125.00
Disbursement for core duties per lot per annum	\$80.00
Total disbursements for core duties per annum	\$1,360.00
Committee meetings included (per annum)	2

Other Fees and Disbursements	
Telephone	\$1.90 / lot / annum
SMS	\$0.20 / per message / annum
Archive box	\$7.00
Software licence	\$14.00 / lot / annum
Banking fees	At Cost
Archive retrieval	\$32.00 / month
Electronic archiving fee & secure cloud backup	\$4.40 / lot / annum

Additional Duties Fees	
Attendance at meetings outside of normal business hours	Hourly rate
Attendance at included meetings exceeding 2 hours	Hourly rate
Audit preparation	\$11.00 / lot / annum
Tax return preparation:	
Up to 10 lots	\$99.00 / return
10 – 29 lots	\$180.00 / return
30 lots or more	\$250.00 / return
Utility administration (where applicable)	
Monthly utility invoicing	\$9.00 / notice
Quarterly utility invoicing	\$18.00 / notice

Hourly Rates	
Director	\$250.00
Senior Strata Manager	\$200.00
Strata Manager	\$180.00
Accounts Team	\$180.00
Support Team	\$100.00

Other	
Business activity statement - preparation and lodgement	\$250.00 / quarter
Instalment activity statement	\$25.00 / return
Land Valuation processing and distribution	\$4.50 per notice
Tax year end reports	\$11.00 / report
Setup fees (new schemes only)	Hourly rate
Notice to DNRM (Form 14) (one off fee for new clients only)	\$122.00
Emergency 24 hour maintenance support (schemes without Building Managers)	\$15.50 / month
Travel time	Hourly rate
Travel mileage (per km)	Per Award
Couriers	At Cost
Special levies (not applicable if included in usual levy run)	\$11.00 / notice
Insurance premium recovery (not applicable if included in usual levy run)	\$11.00 / notice
Secret ballot fee (no limit on number of motions)	\$6.95 / ballot
Payment of invoices outside of weekly scheduled payment run	\$11.00 / invoice
Lot account adjustment (penalty waive / discount reinstatement)	\$11.00 / adjustment

Disbursements relating to Additional Duties	
DL Envelope	\$0.20
Photocopying	\$0.45 / page
C5 Envelope	\$0.45
Printing	\$0.45 / page
C4 Envelope	\$0.60
Colour printing	\$0.90 / page
Labels	\$0.05 / label
Postage	As per Australia Post
Document laminating	\$25.00 / page
Priority mail	As per Australia Post

Debt Collection Costs	
Coordinate Payment Plan	\$50.00
Dishonoured cheque (recovered from owner)	\$15.00
First notice	\$0.00
Second notice (recovered from owner)	\$20.00
Letter of Demand (recovered from owner)	\$70.00
Instructing debt collectors (recovered from owner)	\$90.00



CHAPTER 7

TERMS OF PROPOSED ENGAGEMENTS – CARETAKING AGREEMENT AND LETTING AGREEMENT

CARETAKING AGREEMENT

PARTIES

Body Corporate for Summerlin Poolside Terraces CTS _____ of c/o – StrataDynamics, GPO Box 5256, Brisbane Qld 4001 (Body Corporate)

DF Real Estate Management (Qld) Pty Ltd ACN 154 125 443 of Building 1/2404 Logan Road, Eight Mile Plains Queensland 4113 (Caretaker)

BACKGROUND

- A. The Body Corporate has a duty to properly administer the Property for the benefit of the proprietors of the Lots.
- B. In order to better perform that duty, the Body Corporate has resolved to enter into this Agreement for the Caretaker to perform various services and the Caretaker has agreed to accept the appointment on the terms set out in this Agreement.

AGREEMENTS

1. INTERPRETATION

1.1 Definitions

In this document:

Additional Fee means:

- (a) \$50 (excluding GST) per hour or part of an hour, in respect of time spent attending to Additional Work for the first year of the term; and
- (b) as varied from time to time under this Agreement or as otherwise agreed to by the Body Corporate.

Additional Work means work which is outside the scope of the Caretaking Duties but which is reasonably consistent with the terms of this Agreement and which the Caretaker has been requested to do by the Body Corporate.

Agreement means this document including all schedules and annexures to the same.

Act means the *Body Corporate and Community Management Act 1997 (Qld)*.

Associate means if the Caretaker is a company, its directors, substantial shareholders and its management staff, or if the Caretaker is a partnership, the partners and management staff of the partnership.

Body Corporate Assets means any assets owned by, or agreements or arrangements (including licenses) entered into by the Body Corporate which are or should be listed in the Register of Assets maintained by the Body Corporate from time to time.

Building(s) means the building(s) or part of the building(s) comprised in the Scheme.

Caretaker's Appointee means the person or persons appointed by the Caretaker under clause 9.

Body Corporate for Summerlin Poolside
Terraces CTS _____

DF Real Estate Management (Qld) Pty Ltd ACN
154 125 443

CARETAKING AGREEMENT

COOPER GRACE WARD
Lawyers
Level 21, 400 George Street
Brisbane Qld 4000

T 61 7 3231 2444
F 61 7 3221 4356
W www.cgw.com.au

ABW10145420 3467-0274-4596v1

Caretaker's Office means (if any):

- (a) part of the Caretaker's Lot designed for use as an office and front desk area located on Scheme Land;
- (b) any other part of the Scheme designated for use by the Body Corporate for this purpose including any area granted under an exclusive use by-law, special right, occupation authority or other like designation; and/or
- (c) a place which the Committee approves from time to time for the Caretaker to conduct its activities from (for example, this may be outside the Scheme Land).

Caretaker's Lot means the caretaker's lot from time to time in accordance with Community Management Statement (any provisions of this Agreement pertaining to the obligations with respect to the Caretaker's Lot shall not take effect unless and until the Caretaker's Lot is determined in accordance with the Community Management Statement).

Caretaking Duties means the duties, obligations and services specified in the Schedule.

Caretaking Fee means:

- (a) \$550 (including GST) per lot for the first year of the term; and
- (b) as varied from time to time under this Agreement or as otherwise agreed to by the Body Corporate.

Car park(s) means the car park(s) located on the Common Property and includes car parks and storage spaces which are exclusive use areas for the benefit of Lots.

Commencement Date means _____.

Committee means the committee of the Body Corporate under the Act.

Common Property means the common property of the Body Corporate under the Act.

Community Management Statement means the community management statement for the Scheme from time to time.

Controller means the actual person or persons who in the reasonable opinion of the Body Corporate hold effective control of the Caretaker if the Caretaker is a company.

Control Systems means gates, boom gates, doors, security grills, roller shutters, lifts and any other mechanical or electronic security or control system (including all associated Keys and other locking devices, intercom systems etc) associated with the Property.

Consumables means all consumables and materials used by the Caretaker in performing the Caretaking Duties or under this Agreement including, but not limited to fuel, cleaning products and fertilizer.

Disbursements means all of the Caretaker's outlays other than Consumables associated with the Caretaker performing the Caretaking Duties or under this Agreement including, but not limited to printing, stationary, telephone, photocopying, facsimile and postage.

Emergency means anything reasonably likely to cause damage to or adversely affect the Scheme Land, or endanger the health, welfare or safety of Owners or Occupiers or any other persons on the Scheme Land.

Expert means a nominee of the President for the time being of the Queensland Law Society.

Further Terms means 2 terms of 5 years each.

GST has the same meaning as in the GST Act.

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

Index Number means:

- (a) the quarterly Consumer Price Index Brisbane All Groups number published by the Australian Bureau of Statistics;
- (b) if the quarterly Consumer Price Index Brisbane All Groups number published by the Australian Bureau of Statistics is suspended or discontinued, the Wage Price Index applicable in Queensland; or
- (c) if the system or practice of the determination of the Wage Price Index ceases, the index published at the Commencement Date and at the time of variation of the Fees by the Australian Bureau of Statistics which reflects fluctuations in the cost of living in Brisbane, which shall be:
 - (i) as agreed by the parties; or
 - (ii) if the parties are unable to agree within 14 days after one of the parties proposes an index, as may be determined, at the request of any party, by a suitably qualified person nominated by the President of the Australian Property Institute (Queensland division), whose determination shall be final and binding on the parties (and whose cost shall be shared by the parties equally). In making the determination, the person shall act as an expert and not as an arbitrator.

Keys means implements or instruments necessary for the purposes of fastening or unfastening the lock on any Control System and which secures any means of entrance or exit and includes electronic devices, key cards and written records of all codes and combinations necessary for the purposes of fastening or unfastening any such lock.

Lots means lots in the Scheme.

Nominee means the person nominated by the Body Corporate under clause 8.1.

Occupier(s) means any person in occupation of a Lot in the Scheme or any person lawfully on, occupying or using Common Property or Body Corporate Assets and any invitee of any Owner or Occupier.

Owners has the meaning prescribed to that term by the Act. Owner includes the successors in title and assigns of the Owner and the registered owner of a Lot.

Property means property of the Scheme including generally the Buildings (excluding Lots), Common Property and Body Corporate Assets.

Scheme means the community titles scheme known as Summerlin Poolside Terraces CTS

Scheme Land means the Lots, Common Property and Body Corporate Assets of the Scheme from time to time.

Taxable Supply has the same meaning as in the GST Act.

Tax Invoice has the same meaning as in the GST Act.

Term means 15 years from the Commencement Date, terminating on the Termination Date.

Termination Date means _____.

Utility Infrastructure means cables, pipes, sewers, drains, electrical apparatus, pumps and auxiliary motors, security systems and plant and equipment by which the Scheme Land is supplied with Utility Services.

Utility Services means: water reticulation or supply, gas reticulation or supply, electricity supply, telephone or telecommunications services, computer data or television service, sewer systems, drainage, systems for the removal or disposal of garbage or waste, fire safety

systems, security systems, and any other systems or services, existing now, or to be installed in the future, within or as part of the Common Property.

Working Hours means 8am to 5pm Monday to Friday and 8am to 12pm Saturday.

Year means each period of 12 months commencing on and from the Commencement Date and each anniversary of that date.

1.2 Construction

In this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) words indicating any gender indicate the appropriate gender;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;
- (e) references to any document (including this document) include references to the document as amended, consolidated, supplemented, novated or replaced;
- (f) a reference to a statute includes a reference to or citation of all enactments amending or consolidating the statute and to an enactment substituted for the statute;
- (g) monetary references are references to Australian currency;
- (h) the Background does not form part of the document; and
- (i) headings are included for convenience only and do not affect interpretation of this document.

2. APPOINTMENT AND TERM

2.1 The Body Corporate appoints the Caretaker to perform, or to procure the performance of, the Caretaking Duties and the Caretaker accepts the appointment.

2.2 The appointment is for the Term.

3. FURTHER TERMS

3.1 Subject to the provisions of this Agreement, the Caretaker may require the Body Corporate to enter into a new agreement (**New Agreement**) for the performance of the Caretaking Duties and remuneration of the Caretaker. Subject to the provisions of this clause 3, the Body Corporate must prepare and deliver to the Caretaker the New Agreement (in duplicate) after execution by the Body Corporate within 14 days of the date upon which the new Fees under the New Agreement is determined in accordance with clause 3.3(f).

3.2 The options to renew this Agreement will be deemed automatically exercised by the Caretaker unless the Caretaker gives notice of the non-exercise of that right to the Body Corporate not later than 3 months prior to the Termination Date.

3.3 The New Agreement is to be identical with this Agreement except that:

- (a) the commencement date of the New Agreement is to be the day after the Termination Date;
- (b) the term of the New Agreement is to be 5 years;

(c) the termination date of the New Agreement is to be the last day of the term of the New Agreement;

(d) the definition of Further Terms is reduced by the 1 term (for example 2 terms of 5 years becomes 1 term of 5 years);

(e) this Clause 3 is to be omitted from the New Agreement if the last option period has been exercised; and

(f) the Fees payable under the New Agreement are to be:

- (i) as agreed between the Body Corporate and the Caretaker within 45 days from the date upon which the Caretaker exercises its rights under clause 3.1 as fair market fees;
- (ii) in the absence of agreement then as determined by the Expert pursuant to clause 3.4; and
- (iii) not less than the Fees which would have been payable if the first year of the New Agreement had been a further year of the old agreement calculated in accordance with clause 5.

3.4 Any dispute between the parties as to the Fees payable under the New Agreement may be referred by either party to the Expert for resolution if not resolved under clause 3.3(f)(i). The Expert may decide the procedures to be followed in order to resolve the dispute. The parties must provide the Expert with all information and assistance he or she reasonably requests for the purpose of resolving the dispute. The Expert must act as an independent expert, not as an arbitrator. The Expert's decision will be final and binding on the parties (except in the case of manifest error). Each party will pay:

- (a) its own costs relating to the resolution of a dispute under this clause; and
- (b) one half of the costs of the Nominee.

4. CARETAKING DUTIES

4.1 The Caretaker must carry out and perform, or procure the performance of, the Caretaking Duties, in an honest, diligent, friendly and courteous manner.

4.2 The Caretaker must:

- (a) except in an Emergency, carry out and perform the Caretaking Duties in Working Hours. If reasonably necessary or in the best interests of Owners or Occupiers (the onus as to which rests with the Caretaker), that any duty be carried out or performed outside the Working Hours then the Caretaker must so attend;
- (b) in an Emergency, at any time of day or night, attend to any Caretaking Duty necessary to remove or attempt to remove the Emergency or mitigate its effects;
- (c) if reasonably consistent with the terms of this Agreement, the Caretaker must perform any Additional Work requested by the Body Corporate and for which the Additional Fee shall be paid;
- (d) provide the employees and contractors necessary to enable the Caretaking Duties to be performed;
- (e) be responsible for payment of the wages, salaries, benefits and entitlements of its employees and the costs, charges and entitlements of its contractors in carrying out the Caretaking Duties;
- (f) comply with, or ensure compliance with:

- (i) all laws relating to the carrying out and performance of the Caretaking Duties including without limitation all requirements of local authorities and workplace health and safety requirements; and
 - (ii) the Community Management Statement;
- (g) comply with the reasonable directions of the Committee or the Nominee about the performance of the Caretaking Duties; and
- (h) not take or give any secret commissions or other inducements in carrying out the Caretaking Duties or in dealings with service contractors of the Body Corporate or otherwise.
- 4.3 If the Caretaker is a company then the Caretaking Duties must be carried out and performed by or under the supervision of the Caretaker's Appointee.
- 4.4 The Caretaker must:
- (a) use the Caretaker's Office for its intended purpose;
 - (b) keep such office open for a minimum of 1 hour during Working Hours every day (other than public holidays); and
 - (c) be able to be contacted at all times by mobile phone.
- 4.5 The Body Corporate consents to the Caretaker registering and using a business name incorporating the name Summerlin Poolside Terraces or any part of it for the Term and Further Terms (if applicable). If this Agreement is terminated, the Caretaker must deregister the name and cease using the same.
- 4.6 The Caretaker's Duties:
- (a) do not relate to any Lots but relate only to Common Property or Body Corporate Assets which are the responsibility of the Body Corporate to keep clean and maintain; and
 - (b) are limited to those that do not reasonably require the services of a skilled or specialist tradesperson or contractor to do services, or if and when required, will be arranged by the Caretaker at the direction and expense of the Body Corporate.

5. FEES

- 5.1 For performing the Caretaking Duties (other than any Additional Work), the Body Corporate must pay the Caretaker the Caretaking Fee.
- 5.2 The Caretaking Fee must be paid by equal consecutive monthly installments in arrears, the first of such payments to be made 1 month after the Commencement Date of the Term.
- 5.3 The Caretaker and the Body Corporate may agree to vary the scope of the Caretaking Duties in which event the Caretaking Fee shall also be varied commensurate with the level of work in the renegotiated Caretaking Duties.
- 5.4 For performing any Additional Works, the Body Corporate must pay the Caretaker the Additional Fee. The following provisions apply to the Additional Fee:
- (a) the Additional Fee may only be claimed for the time actually spent attending to any Additional Work;
 - (b) the Additional Fee may not be claimed for traveling time;



- (c) the Caretaker must keep a log clearly showing the time spent and work undertaken and provide a copy of the log to the Body Corporate on request; and
 - (d) claims for the Additional Fee must be:
 - (i) in writing giving details of the work undertaken and the time spent; and
 - (ii) paid within 30 days of delivery of the written claim.
- 5.5 On each anniversary of the Commencement Date of the Term the following fees ("Fees") will be varied by applying the formula in clause 5.6:
- (a) the Caretaking Fee; and
 - (b) the Additional Fee.
- 5.6 The Fees will be varied in accordance with the following formula:
- $$P = \text{the greater of A or } \frac{A \times B}{C}$$
- Where:
- P means the relevant Fees payable for the following Year;
 - A means the relevant Fees payable for the Year just ended;
 - B means the Index Number last published before the expiration of the Year just ended; and
 - C means the Index Number last published before the commencement of the Year just ended.
- 5.7 The parties acknowledge that the Fees and their annual adjustment are fair and reasonable methods for determining the remuneration for the Caretaking Duties and Additional Works.

6. DISBURSMENTS, CONSUMABLES AND EQUIPMENT

- 6.1 The Body Corporate shall be responsible for any Consumables (including cleaning chemicals) associated with the Caretaker performing the Caretaking Duties and Additional Work, and shall promptly reimburse the Caretaker after receipt of an appropriate invoice.
- 6.2 The Body Corporate must supply all equipment necessary (including without limitation any necessary vehicles) for properly carrying out or performing the Caretaking Duties and Additional Work. The Caretaker must pay for all Disbursements.
- 6.3 The Caretaker is not authorised to pledge the credit of the Body Corporate or contract on its behalf. The Body Corporate will promptly reimburse the Caretaker for any cost or expense properly incurred under the Agreement upon receipt of an appropriate invoice.

7. OCCUPATION AUTHORITY

- 7.1 The Caretaker agrees to accept as an occupation authority the right to occupy any areas identified by the Body Corporate in order for the Caretaker to perform its obligations under this Agreement. The parties agree they will enter into deed(s) of variation or amendment to reflect the grant of an occupation authority at the relevant time(s) the area(s) are identified during the progressive development of the Scheme.
- 7.2 The Body Corporate acknowledges the any grant of occupation authority will not unreasonably interfere with the rights of owners.
- 7.3 The Body Corporate is responsible for the repair, maintenance and insurance of the area(s) the subject of the any occupation authority. However, the Body Corporate is not responsible for the insurance of any contents stored in the area by the Caretaker or anyone else.



8. INSTRUCTIONS

- 8.1 The Body Corporate must:
- (a) nominate one person (**Nominee**) to communicate with the Caretaker on its behalf; and
 - (b) notify the Caretaker in writing of the appointment of the Nominee or its replacement.
- 8.2 The Caretaker or Caretaker's Appointee (as applicable) must:
- (a) confer with the Nominee concerning the Caretaking Duties; and
 - (b) attend any general meeting of the Body Corporate or Committee meeting if requested and given reasonable notice by the Nominee or Body Corporate.

9. CARETAKER'S APPOINTEE

- 9.1 The Caretaker may, and if the Caretaker is a company or partnership must, from time to time, employ or engage a person to occupy the Caretaker's Office to act as the Caretaker's employee or agent provided such person is in the Caretaker's reasonable opinion (after making reasonable enquiries) suitable, responsible, and capable of performing the duties or obligations for which the person is being employed or engaged.
- 9.2 The Caretaker must give written notice of the Caretaker's Appointee from time to time to the Body Corporate.
- 9.3 The Caretaker may perform any of its duties or obligations under this Agreement through the Caretaker's Appointee and the Caretaker's Appointee may exercise any or all of the authorities and powers given to the Caretaker under this Agreement.
- 9.4 The Caretaker will:
- (a) be responsible for any remuneration payable to the Caretaker's Appointee;
 - (b) be responsible to ensure that the Caretaker's Appointee undertakes the duties for which the Caretaker's Appointee was employed or engaged; and
 - (c) remains responsible for ensuring the proper performance of all acts, deeds and things required of the Caretaker under this Agreement and at law, despite the appointment of the Caretaker's Appointee.
- 9.5 If the Caretaker's appointee is on annual or other leave from time to time, the Caretaker must appoint an alternative Caretaker's Appointee (as appropriate in the circumstances) for that period and give notice to the Body Corporate accordingly.

10. ASSIGNMENT BY THE CARETAKER

- 10.1 The Caretaker must not assign its interest in this Agreement except with the prior written approval of the Body Corporate which approval must not be unreasonably withheld or delayed.
- 10.2 Unless otherwise required by law, the question of approval may be referred to the Body Corporate in a general meeting or may be decided by the Committee.
- 10.3 The decision of whether or not to approve the assignment must be made within 30 days after the Body Corporate receives the information necessary for it to make a decision.
- 10.4 Approval may not be refused nor withheld if:
- (a) the Caretaker gives the Body Corporate written notice of the proposed assignment accompanied by:
 - (i) all reasonably necessary details of the proposed assignee;

- (ii) at least 2 character references of the assignee (or if the proposed assignee is a corporation, at least 2 character references of each of the directors); and
 - (iii) at least 2 business references in respect of the assignee;
- (b) the Caretaker is not at the date of that notice or at the date of assignment in default in the performance of this Agreement;
- (c) the assignee:
- (i) is a suitable, respectable and solvent, financially stable and otherwise capable of performing the obligations of the Caretaker under this Agreement (the onus of proving which to the reasonable satisfaction of the Body Corporate is upon the Caretaker);
 - (ii) enters into a deed with the Body Corporate in a form reasonably required by the Committee and its solicitor containing, amongst other things, a covenant that it will duly perform the Caretaker's obligations under this Agreement as if it were the Caretaker named in this Agreement; and
 - (iii) if the assignee is a corporation (other than a corporation listed on the stock exchange), furnishes to the Body Corporate such indemnities and guarantees in respect of the performance of those obligations as the Committee and its solicitor reasonably requires (including by the directors and office bearers and principal shareholders of that corporation); and
- (d) the Caretaker:
- (i) pays to the Body Corporate its reasonable administrative and legal costs and disbursements (including stamp duty) of and incidental to the matters referred to in this clause 10; and
 - (ii) enters into a deed with the Body Corporate in the form reasonable required by the Committee or its solicitor, by which the Caretaker and the Body Corporate each release each other from all claims which each then has or may have against the others in relation to this Agreement from the date of assignment.
- 10.5 The prior, contemporaneous or subsequent assignment of any separate letting or other service contractor agreement between the Caretaker (or an associate, related entity or related body corporate within the meaning of those terms under the *Corporations Act 2001 (Cth)*) and the Body Corporate may not be a condition of approval to the assignment, it being acknowledged that the Caretaker and any letting agent or other service contractor may be different entities and the services provided by each may be independent of the other.
- 10.6 Unless the Body Corporate has first given its written consent (not to be unreasonably withheld or delayed) or the Caretaker is a company whose shares are listed on the stock exchange, a change in the Controller of the Caretaker, is deemed to be a breach of this Agreement and the Body Corporate is only required to give consent if the proposed new Controller is respectable, responsible and capable of performing the Caretaker obligations under this Agreement.
- 10.7 If the Caretaker:
- (a) seeks to assign its interest in this Agreement with the consent of the Body Corporate under this clause 10, then the Caretaker must transfer its interest in the Caretaker's Office (whether that is transfer of the applicable freehold, leasehold or other applicable proprietary interest) to the permitted assignee; or
 - (b) leases the Caretaker's Office and this Agreement terminates or expires then the Caretaker must allow any person appointed as the new caretaker to share in the use of the Caretaker's Office during reasonable business hours to the extent that it shall be necessary for the new caretaker to have access and use relevant to the Caretaker.

11. TERMINATION

- 11.1 The Body Corporate may terminate this Agreement if the Caretaker:
- (a) is convicted of an indictable offence involving fraud or dishonesty;
 - (b) is guilty of gross misconduct or gross negligence in performing or failing to perform the Caretaking Duties;
 - (c) is in breach of this Agreement and that breach continues at the end of 14 days after notice in writing delivered by the Body Corporate to the Caretaker requiring that breach to be remedied;
 - (d) subject to clause 11.5, if a company, becomes subject to any form of external administration referred to in the *Corporations Act 2001 (Cth)*;
 - (e) subject to clause 11.5, if a natural person, dies or becomes insolvent under administration as that term is defined in the *Corporations Act 2001 (Cth)*;
 - (f) if the Caretaker is also the letting agent or a service contractor under any other agreement with the Body Corporate and that agreement is for any reason whatsoever terminated; or
 - (g) if any other event occurs which, under the Act, gives the Body Corporate the right to terminate.
- 11.2 This Agreement may be terminated by the Caretaker:
- (a) if the Body Corporate is in breach of this Agreement and that breach continues at the end of 14 days after notice in writing delivered by the Caretaker to the Body Corporate requiring that breach to be remedied; or
 - (b) at any time upon the Caretaker giving the Body Corporate 6 months' notice in writing of termination.
- 11.3 The termination of this Agreement will not affect:
- (a) the rights of a party who terminate this Agreement to claim any damages it has suffered as a result of any breach of this Agreement; and
 - (b) the liability or the rights of any party under this Agreement to the date of termination.
- 11.4 If:
- (a) a notice is given under clause 11.1(c); and
 - (b) the breach referred to in the notice cannot, by its nature, be remedied within the 14 day period;
- then the Body Corporate's right to terminate this Agreement will not apply if the Caretaker has commenced to remedy the breach during the period and proceeds to remedy the breach with reasonable diligence after the period.
- 11.5 If a financier of the Caretaker acts in place of the Caretaker or a Controller (as defined in the *Corporations Act 2001*) is appointed by that financier to the Caretaker in respect of this Agreement, then the occurrence of any of the events of default in clause 11.1(d) or 11.1(e) cannot be relied upon by the Body Corporate to:
- (a) terminate this Agreement while the financier is acting under this Agreement, or the Controller is appointed to the Caretaker in respect of this Agreement (as the case may be); or

- (b) refuse its consent to a transfer or assignment of this Agreement by the financier or Controller (as the case may be), or to terminate this Agreement once a transfer or assignment by the financier or Controller (as the case may be) has taken effect,
- provided that nothing in this clause prevents the Body Corporate terminating this Agreement in accordance with the Act or the Body Corporate and Community Management Regulation Module.

12. DISPUTES

12.1 Any dispute between the Caretaker and the Body Corporate in relation to or incident to this Agreement is to be determined pursuant to the dispute resolution provisions of the Act.

13. NOTICES

13.1 All notices given under this Agreement:

- (a) must be in writing;
- (b) may be signed, given and received by a party's solicitor; and
- (c) may be delivered in person, by mail or sent by facsimile transmission to the address for service specified in this Agreement.

13.2 A party may change its particulars for service by notice in writing to the other party.

13.3 A notice sent by:

- (a) post, will be deemed received on the 3rd business day after posting from Australia and 7 business days after posting from overseas; and
- (b) facsimile transmission, will be deemed received on the date stated in the facsimile transmission report produced by the machine sending the facsimile.

14. REFERENCES TO AND CALCULATIONS OF TIME

14.1 Where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

14.2 Where something is done or received after 5.00pm on any day, it will be taken to have been done or received on the following day.

15. GST

15.1 The consideration payable by the Body Corporate has been fixed without regard to the impact of GST.

15.2 If GST is or becomes payable on a Taxable Supply made under or in connection with this document, the party providing consideration for that Taxable Supply (recipient) must pay an additional amount equal to the GST payable on the Taxable Supply.

15.3 The additional amount payable under clause 15.2 must be paid at the same time as the consideration for the Taxable Supply or on the date on which the party making the supply delivers a Tax Invoice (whichever is later).

16. SEVERABILITY

16.1 The provisions of this document and every part of each provision will be severable.

- 16.2 If any provision is found to be unlawful, void or unenforceable, then that provision will be read down to the extent necessary to ensure that it does not infringe any law or is not otherwise void or unenforceable so as to give it a valid operation of a partial character.
- 16.3 If the infringing provision cannot be read down it will be deemed to be deleted and the remaining provisions will continue to have their full force and effect.

17. GENERAL

17.1 Governing law

This document will be construed in accordance with the laws in force in Queensland and the parties submit to the jurisdiction of the Courts of Queensland.

17.2 Reference to a party

Any reference to a party in this document includes, and any obligation or benefit under this document will bind or take effect for the benefit of, that party's executors, trustees, administrators, successors in title and permitted assigns.

17.3 Further assurances

Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including but not limited to, the execution of documents.

17.4 Duty and legal fees

Each party will bear its own legal and other costs and expenses relating to this document. The Caretaker must pay any duty.

17.5 Entire agreement

This document represents the entire agreement between the parties and supercedes all prior representations, agreements, statements and understandings between the parties.

17.6 Amendments to be in writing

No amendment to this document has any force unless it is in writing and signed by all of the parties to this document.

17.7 Joint and several

An obligation of two or more persons under this document binds them jointly and severally and every expressed or implied agreement or undertaking by which two or more persons derive any benefit in terms of this document will take effect for the benefit of those persons jointly and severally.

17.8 Waiver

The failure of a party to this document to enforce a provision or the granting of any time or indulgence will not be construed as a waiver of the provision nor of a waiver of the right of the party at a later time to enforce the provision.

17.9 Counterparts

This document may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.

17.10 No merger

The rights and obligations of the parties contained in this document will not be extinguished by or upon completion.



17.11 Time of the essence

Time will be of the essence as regards a date or period determined under this document except that a date or period may be altered by agreement in which case time will be of the essence for date or period as altered.

SIGNED AS AN AGREEMENT on

THE COMMON SEAL OF THE BODY)
CORPORATE FOR SUMMERLIN POOLSIDE)
TERRACES CTS was affixed in)
accordance with the Act in the presence of:)

.....
Witness

.....
Date

SIGNED by DF REAL ESTATE MANAGEMENT)
(QLD) PTY LTD ACN 154 125 443 in accordance)
with section 127(1) of the *Corporations Act 2001*)
(Cth) by a director and a director/secretary or by a)
sole director (if applicable):)

.....
Director

.....
Name

.....
Date

.....
Director/Secretary

.....
Name

.....
Date

ABW10145420 3467-0274-4596/v1



SCHEDULE – CARETAKING DUTIES

1. CARETAKING DUTIES GENERALLY

1.1 Knowledge of Scheme

The Caretaker must, within a reasonable time after the Commencement Date, become familiar, and maintain that familiarity with:

- (a) the layout of the Scheme, all Common Property and Body Corporate Assets generally;
- (b) the location and function of the Utility Infrastructure;
- (c) the Body Corporate's maintenance and service contracts;
- (d) all matters that must be fulfilled to comply with all safety requirements for the Scheme [including without limitation workplace health and safety and fire safety];
- (e) the security devices and systems used in the Scheme; and
- (f) all matters and obligations under the:
 - (i) Community Management Statement; and
 - (ii) any other agreements in connection with the Scheme Land (including without limitation survey plans, easements, licenses and like matters).

The Caretaker shall, within 3 months after the Commencement Date, prepare and then maintain on a regular basis an out of office emergency manual for use by the Committee which includes: contact details for service contractors, evacuation plans, emergency actions to operate plant and equipment in the event of loss of power, building security and like items as required by the Committee.

1.2 Cleaning and maintenance

The Caretaker must keep all Common Property and Body Corporate Assets, clean and maintained in good order and condition including, without limitation:

- (a) effecting repairs and maintenance to the Common Property and Body Corporate Assets of a minor nature (including changing light bulbs) or where the services of a skilled tradesperson are not reasonably required;
- (b) inspecting, cleaning and ensuring the proper operation of all Utility Infrastructure and Scheme which the Body Corporate has responsibility to maintain and repair and effect repairs and maintenance to the Utility Infrastructure of a minor nature or where the services of a skilled tradesman are not reasonably required;
- (c) carrying out and performing the specific cleaning duties at the times and in the places listed below; and
- (d) carrying out and performing the specific maintenance duties at the time and in the places set out below.

1.3 Maintenance and service contracts

The Caretaker must assist the Body Corporate (including, without limitation, organising quotations, negotiating terms and making recommendations) in relation to the Body Corporate's entry into and/or renewal of maintenance and service contracts and arrangements in respect of:

- (a) Utility Infrastructure;

- (b) Utility Services; and
- (c) security for the Scheme,

and advise the Committee of any relevant terms and conditions of maintenance and service contracts whenever appropriate. Should the Committee enter into an agreement for the bulk-supply of any Utility Service, the Caretaker must read and inspect any metres installed for that purpose at intervals to be determined by the Committee.

1.4 Defects, breakdowns and losses

- (a) The Caretaker must regularly inspect the Common Property and Body Corporate Assets (including all Utility Infrastructure) and report to the Nominee any defects, breakdowns or losses.
- (b) The Caretaker must fix defects or breakdowns that do not reasonably require a skilled tradesperson.

1.5 Arranging and supervising service contractors

- (a) If the Body Corporate has any maintenance or service contracts in place, then the Caretaker must:
 - (i) notify the relevant contractor of any relevant defects or breakdowns; and
 - (ii) arrange at the direction and expense of the Body Corporate and supervise and, as far as reasonably possible, monitor the performance of the contractors to determine whether defects and breakdowns notified to them are repaired and the maintenance and service contracts are fulfilled for the benefit of the Body Corporate.
- (b) If the Body Corporate does not have any specific maintenance or service contracts in place covering a defect or breakdown or any item of property requiring maintenance or repair (and which is not the responsibility of the Caretaker as one of its Caretaking Duties) then the Caretaker must be proactive in seeking out appropriate tradespersons (including organising quotes), at the expense of the Body Corporate and supervise relevant contractors or skilled tradespersons to attend to such repairs and specialist maintenance.
- (c) The Caretaking Duties set out in this item shall be limited to the Caretaker arranging, engaging and supervising contractors of the Body Corporate who shall perform the Caretaking Duties at the expense of the Body Corporate. However, if the Caretaker chooses to outsource any Caretaking Duty which is properly the responsibility of the Caretaker then it may do so but only at its own cost and otherwise in accordance with this Agreement.

1.6 Fire safety

- (a) The Caretaker must ensure that fire safety requirements are notified to all Owners and Occupiers and must monitor the Body Corporate's compliance with fire safety regulations and carry out any mandatory inspections of fire safety equipment and signage.
- (b) Any lack of compliance must be notified to the Body Corporate and, where possible, the Caretaker must as soon as possible remedy any minor breaches of the fire safety regulations.

1.7 Garbage removal

- (a) The Caretaker must arrange the removal of garbage (including any recyclables) and must oversee the operation of garbage removal facilities of the Scheme.
- (b) As to garbage collection areas for the Scheme, the Caretaker must:

- (i) keep the garbage collection and deposit areas clean and free of vermin;
- (ii) transport the garbage to the garbage collection point(s) when required and promptly return the receptacles to their storage location;
- (iii) advise the Body Corporate on appropriate arrangements for the removal of garbage, including negotiated garbage removal contracts at the expense of the Body Corporate when asked to do so by the Body Corporate;
- (iv) monitor the performance of garbage removal contracts; and
- (v) monitor whether Owners and Occupiers are properly using the garbage removal facilities and report any breaches to the Body Corporate.

1.8 Safety procedures

- (a) The Caretaker must advise the Body Corporate about procedures necessary to ensure the safety of persons on the Property and ensure that all areas of Common Property and Body Corporate Assets comply with all workplace health and safety laws, and where necessary, engage at the direction and expense of the Body Corporate appropriate contractors to do so.

1.9 Monitor car park and storage arrangements

- (a) The Caretaker must monitor car parking and storage arrangements on Common Property having regard to the entitlement of Owners and Occupiers to use the car parking and storage spaces and the requirements under the Community Management Statement.
- (b) The Caretaker must arrange any necessary cleaning of the car park and storage areas on Common Property, and must ensure all Owners and Occupiers are given at least 48 hours' notice of any such mass cleaning activities.

1.10 Keys and plans

- (a) The Caretaker must maintain possession of all Keys and any keys of Owners or Occupiers who provide the same to the Caretaker and the Caretaker shall only surrender such Keys to a fully authorised representative of the Body Corporate or the individual Owner or Occupier concerned.
- (b) The Caretaker must efficiently maintain all master Keys and plans of all services and structures of the Scheme in a safe and secure location.
- (c) The Caretaker shall, if required by any Occupier, provide and program appropriate security Keys to that Occupier's Lot [and any exclusive use area applying to that Lot] and shall only charge a reasonable (and not excessive) amount for the cost of so attending.

1.11 Mail

- (a) The Caretaker must generally supervise the use of the designated mail area.

1.12 By-laws

- (a) The Caretaker must be fully apprised and understand the by-laws under the Community Management Statement and must monitor compliance with the same by persons bound by them.
- (b) The Caretaker must:
 - (i) as far as possible prevent breaches of the by-laws; and
 - (ii) notify the Body Corporate of serious or persistent breaches of the by-laws.



1.13 Records

- (a) The Caretaker must keep records of:
 - (i) compliance with fire safety regulations and other safety requirements; and
 - (ii) the performance of all service contracts of the Body Corporate.
- (b) The Caretaker must keep a weekly log of all relevant matters occurring in the Scheme.
- (c) The Caretaker must prepare quarterly reports (at the times required by the Committee) of significant problems within the Scheme, activities of the Body Corporate that are under the control or supervision of the Caretaker and relations with Owners and Occupiers.
- (d) The Caretaker must receive and maintain in a tidy and accessible manner on behalf of the Committee the as-built plans and operation manuals.

1.14 Assistance to Owners and Occupiers

- (a) The Caretaker must arrange, properly co-ordinate and supervise the moving in and moving out of the Owners and Occupiers including taking appropriate measures to ensure no damage is done to Common Property and there is minimal disruption to other Owners and Occupiers.
- (b) This duty includes supervision of any furniture removalist/unloading zone (if any).

1.15 Emergencies

- (a) The Caretaker must attend to any works or, where necessary, organise and supervise appropriate service contractors to attend to any works necessary in the event of an Emergency if those works are reasonably likely to remove the Emergency or mitigate its effects.

1.16 General

- (a) The Caretaker must carry out and perform such other reasonable and appropriate tasks requested by the Nominee which are relevant to caretaking of the Property or which are incidental to any other Caretaking Duty specified in this Agreement.
- (b) The Caretaker must attend, as required by the Body Corporate Committee, all Committee meetings of which the Caretaker is given at least 48 hours' notice.

2. SPECIFIC MAINTENANCE REQUIREMENTS

- 2.1 The Caretaker must attend to the following at the intervals shown below, unless it can be shown to the Body Corporate (acting reasonably) by the Caretaker that good practice dictates otherwise.
- 2.2 These specific maintenance requirements are a guide only and operational requirements may require duties to be undertaken more or less frequently than stated.

DAILY COMMON PROPERTY INSPECTION

- Inspect the complex, morning and evening to confirm that no damage to the Common Property or breach of security has occurred.
- Contact the authorities and report if any such breach or damage is found and arrange for repair and/or replacement as soon as possible and document the details of any such incident.

RUBBISH DISPOSAL

- Remove all rubbish from Common Property garbage bins as necessary. Spray with air freshener.

ENTRIES, WALKWAYS AND EXTERNAL COMMON PROPERTY

- Inspect all external common areas and ensure they remain clean and tidy.



- Collect and dispose of any litter, fronds, branches etc.
- DRIVEWAYS AND CAR PARK AREAS**
 - Inspect all driveways and car park areas and ensure they remain clean and tidy.
 - Throughout the day check that cars are not parked incorrectly. Advise the driver/s of any by-law breaches or leave a note requesting removal of any illegally parked vehicle.
- LAWNS, GARDENS AND LANDSCAPE FEATURES**
 - Inspect (and water where appropriate) all garden areas including planter boxes, median strips and surrounding footpaths to confirm they are clean and tidy and are well maintained.
- COMMON AREA MAINTENANCE, REPAIRS AND SERVICES**
 - Carry out minor repairs to common property areas that are not covered by service contractors as required.
- INCIDENT RECORD**
 - Record and report to the Body Corporate any accidents, injuries and/or any other matters that are witnessed or reported that may be considered important and/or essential.

WEEKLY

- DRIVEWAYS AND CAR PARK AREAS**
 - Hose all driveways, basement and car park areas as necessary (if permitted by law).
- COMMON PROPERTY LIGHTS**
 - Confirm all lights are working and replace accessible light globes/tubes as necessary.
 - Arrange any specialist repairs as necessary.
- GARDENS AND LANDSCAPE FEATURES**
 - Plants & shrubs to be fertilised and tended to as required.
 - Arrange for diseased or dead plants to be removed and replaced with equivalent plants.
 - Mow lawns as required.
 - Weed lawns and gardens.
- UTILITY ROOMS**
 - Confirm utility rooms have been cleaned and tidied and any switchboards and meters are fully accessible for meter reading and maintenance.

MONTHLY

- COMMON PROPERTY WALLS AND FENCES**
 - Inspect walls and fences for damage or graffiti.
 - Carry out any cleaning and minor repairs as necessary.
- COMMON PROPERTY LIGHTS**
 - Adjust any lighting control timing switches to meet the requirements for any particular area as necessary.
- DRAINS & GUTTERS**
 - Confirm all storm water drains and gutters are clear of debris and securely in place and do not pose a hazard to pedestrians or vehicles.
- COMMON PROPERTY CAR PARKS AND ROADWAYS**
 - Arrange for spot cleaning of any oil, grease and/or fuel leaks or spills.
- PUMPS**
 - Confirm the testing and correct operation of the pumps.

SIX MONTHLY DUTIES

- PEST CONTROL**
 - Arrange and attend to any pest control service for the Common Property as necessary.

AS REQUIRED

- TILED AREAS**
 - During wet/inclement weather place appropriate safety signs.
 - As soon as practicable, mop dry any excess water in the tiles areas that could create a hazard.
- WORK PLACE HEALTH AND SAFETY**
 - Confirm that all contractors abide by the required current workplace health and safety regulations where possible.
 - Confirm that all required and approved safety signage is correctly displayed for the use of chemicals, in and around the Scheme.



- SAFETY AUDIT**
 - Arrange and organise access to the property for all required safety inspections by the safety auditor when authorised by the Body Corporate.
 - Confirm that any recommendations made by the inspector and approved by the Body Corporate are applied without delay.
- SINKING FUND AUDIT**
 - Arrange required access for a qualified building engineer/surveyor to inspect the common property areas in order to prepare the sinking fund report as authorised by the Body Corporate.
- HEAVY RAIN**
 - Following heavy rain, pump out excess water to maintain the correct water level and correct any chemical imbalance of the pool water.
 - Inspect all drains and check for blockages or drainage problems.
- CARETAKER'S REPORT**
 - Provide a report to cover the details of any incidents or situations that may have occurred in the Scheme that require the Body Corporate's attention.
- ON-SITE PERSONNEL**
 - Meet and speak to all contractors, company representatives etc. that have business in regard to the efficient operation of the Scheme.
- EMERGENCY SERVICES**
 - Liaise with police and ambulance officers and the fire brigade when necessary.
- LOGBOOKS**
 - Maintain a logbook for electrical compliance tags for common property electrical equipment.
 - Arrange and supervise any required electrical contractors to test, tag and record all such completed services in the equipment registration log books.
- SIGNAGE**
 - Organise for the repair and replacement of any required safety signage, road markings and any other required signage for the Scheme.
- SHUT-OFF WATER VALVES**
 - Confirm the shut-off valves installed throughout the Scheme are in good condition and arrange any repairs as required.
 - Organise access for inspection to any installed non-return valves when required.
- LICENSES AND INSURANCES**
 - Confirm all tradespersons or contractors performing duties in the Scheme are suitably licensed and hold current insurances (public liability and professional indemnity).



LETTING AGREEMENT

PARTIES

Body Corporate for Summerlin Poolside Terraces CTS _____ of c/o – StrataDynamics, GPO Box 5256, Brisbane Qld 4001 (Body Corporate)

DF Real Estate Management (Qld) Pty Ltd ACN 154 125 443 of Building 1/2404 Logan Road, Eight Mile Plains Queensland 4113 (Letting Agent)

BACKGROUND

- A. The Body Corporate has the power to grant the right to conduct the Letting Business and to enter into an agreement for the provision of the Letting Services.
- B. The Body Corporate grants to the Letting Agent the right to conduct the Letting Business and the Letting Agent will provide the Letting Services.

AGREEMENTS

1. INTERPRETATION

1.1 Definitions

In this document:

Agreement means this document including all schedules and annexures to the same.

Act means the *Body Corporate and Community Management Act 1997 (Qld)*.

Associate means if the Letting Agent is a company, its directors, substantial shareholders and its management staff, or if the Letting Agent is a partnership, the partners and management staff of the partnership.

Commencement Date means _____.

Committee means the committee of the Body Corporate under the Act.

Common Property means the common property of the Body Corporate under the Act.

Controller means the actual person or persons who in the reasonable opinion of the Body Corporate hold effective control of the Letting Agent if the Letting Agent is a company.

Further Terms means 2 terms of 5 years.

GST has the same meaning as in the GST Act.

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

Letting Agent's Appointee means the person or persons appointed by the Letting Agent under clause 9.

Letting Agent's Office means (if any):



**Body Corporate for Summerlin Poolside
Terraces CTS _____**

**DF Real Estate Management (Qld) Pty Ltd ACN
154 125 443**

LETTING AGREEMENT

COOPER GRACE WARD
Lawyers
Level 21, 400 George Street
Brisbane Qld 4000

T 61 7 3231 2444
F 61 7 3221 4356
W www.cgw.com.au

- (a) part of the Letting Agent's Lot designed for use as an office and front desk area located on the Scheme Land;
- (b) any other part of the Scheme designated for use by the Body Corporate for this purpose including any area granted under an exclusive use by-law, special right, occupation authority or other like designation; and/or
- (c) a place which the Committee approves from time to time for the Letting Agent to conduct its activities from (for example, this may be outside the Scheme Land).

Letting Agents Lot means the Letting Agent lot from time to time in accordance with community management statement for the Scheme (any provisions of this Agreement pertaining to the obligations with respect to the Letting Agent's Lot shall not take effect unless and until a Letting Agent's Lot is determined in accordance with the community management statement for the Scheme).

Letting Business means:

- (a) the letting of Lots for permanent letting;
- (b) the sale of Lots;
- (c) the hiring of equipment or items the Letting Agent considers desirable and that are not contrary to the interests of the Body Corporate and/or the Owners; and
- (d) the provision of any other ancillary services or goods commonly provided in connection with the letting of lots in a community of the nature of Summerlin Poolside Terraces CTS _____ and/or which the Letting Agent wishes to provide which are not contrary to the interests of the Body Corporate and/or the Owners.

Letting Services means the services, duties and obligations of the Letting Agent in this Agreement.

Lots means lots in the Scheme.

Nominee means the person nominated by the Body Corporate under clause 8.1.

Owners has the meaning prescribed to that term by the Act. Owner includes the successors in title and assigns of the Owner and the registered owner of a Lot.

Scheme means the community titles scheme known as Summerlin Poolside Terraces CTS _____.

Taxable Supply has the same meaning as in the GST Act.

Tax Invoice has the same meaning as in the GST Act.

Term means 15 years from the Commencement Date, terminating on the Termination Date.

Termination Date means _____.

1.2 Construction

In this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) words indicating any gender indicate the appropriate gender;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;



- (e) references to any document (including this document) include references to the document as amended, consolidated, supplemented, novated or replaced;
- (f) a reference to a statute includes a reference to or citation of all enactments amending or consolidating the statute and to an enactment substituted for the statute;
- (g) monetary references are references to Australian currency;
- (h) the Background does not form part of the document; and
- (i) headings are included for convenience only and do not affect interpretation of this document.

2. TERM

- 2.1 The Body Corporate grants to the Letting Agent the right to conduct the Letting Business for the Term.
- 2.2 In consideration of the Body Corporate granting to the Letting Agent the right to carry on the Letting Business, the Letting Agent will provide the Letting Services.

3. FURTHER TERMS

- 3.1 Subject to the provisions of this Agreement, the Letting Agent will require the Body Corporate to enter into a new agreement ("New Agreement") for the right to conduct the Letting Business. Subject to the provisions of this clause 3, the Body Corporate must prepare and deliver to the Letting Agent the New Agreement (in duplicate) 30 days before the Termination Date.
- 3.2 The options to renew this Agreement will be deemed automatically exercised by the Letting Agent unless the Letting Agent gives notice of the non-exercise of that right to the Body Corporate not later than 3 months prior to the Termination Date.
- 3.3 The New Agreement is to be identical with this Agreement except that:
 - (a) the commencement date of the New Agreement is to be the day after the Termination Date;
 - (b) the term of the New Agreement is to be 5 years;
 - (c) the termination date of the New Agreement is to be the last day of the term of the New Agreement;
 - (d) the definition of Further Terms is reduced by the 1 term (for example 2 terms of 5 years becomes 1 term of 5 years); and
 - (e) this Clause 3 is to be omitted from the New Agreement if the last option period has been exercised.

4. RIGHTS AND OBLIGATIONS OF THE LETTING AGENT

- 4.1 The Letting Services may be carried out by the Letting Agent, its delegates or employees.
- 4.2 The Letting Agent must conduct the Letting Business and will provide the Letting Services from the Letting Agent's Office.
- 4.3 The Letting Agent will:
 - (a) provide the Letting Services for the Owners who require that service;



- (b) only let a Lot for those purposes permitted by the by-laws of the Scheme and will not conduct a serviced apartment operation or managed investment scheme as part of the Letting Business;
 - (c) supervise the standard of all lettings and ensure so far as practicable no nuisance is created and that the Scheme is not brought into disrepute;
 - (d) use reasonable endeavours to improve and expand the letting of Lots and to act at all times to further the interests of the Body Corporate and the Owners;
 - (e) maintain and staff any designated reception area during such hours as are reasonably necessary to properly provide the Letting Services;
 - (f) be entitled to erect and procure the erection of signs of an appropriate size, type and design on Common Property to promote and foster the Letting Business in such locations as are appropriate to do so, upon written consent being granted by the Committee;
 - (g) at all times conduct the Letting Business in compliance with:
 - (i) all statutes, regulations and laws, including without limitation the Act and the *Property Occupations Act 2014 (Qld)*; and
 - (ii) the community management statement for the Scheme;
 - (h) obtain and comply with all necessary permits, consents or licences required to provide the Letting Services including without limitation all necessary licences under the *Property Occupations Act 2014 (Qld)* and also comply with all regulations and codes of conduct thereunder;
 - (i) act fairly and lawfully and not discriminate between Owners; and
 - (j) keep proper records and books of all tenancies, including without limitation, all rental payments, commissions received, expenses and payments made to Owners in relation to the conduct of the Letting Business.
- 4.4 All costs of the Letting Agent in running the Letting Business will be paid by the Letting Agent including all consents, licenses, permits, signs and equipment, except those which under any agreement are payable by some other person.
- 4.5 The Body Corporate consents to the Letting Agent registering and using a business name incorporating the name Summerlin Poolside Terraces or any part of it for the Term and Further Terms (if applicable). If this Agreement is terminated, the Letting Agent must deregister the name and cease using the same.
- 4.6 The Letting Agent acknowledges that the Owners may utilise the service of other agents or let their Lots themselves, and the Letting Agent must not interfere with these rights.
- 4.7 The Letting Agent must not:
- (a) conduct a serviced apartment operation for the Scheme;
 - (b) if an Owner appoints the Letting Agent, make the relevant Lot available for letting on an overnight or short term basis (that is, any letting must be for a period of not less than 3 months);
 - (c) enter into any agreement or arrangement with Owner(s) for any Lot to be let on a rotational basis; or
 - (d) provide a fixed, guarantee or indexed return or pooling of rental income between Lots.

5. OBLIGATIONS OF THE BODY CORPORATE

- 5.1 To the extent that it can lawfully so covenant, the Body Corporate will not:

- (a) itself conduct; nor
 - (b) grant to any other person or entity any rights to conduct, for the Scheme, a business the same or similar to the Letting Business.
- 5.2 To the extent that it can lawfully so covenant, the Body Corporate will:
- (a) ensure that the Common Property is cleaned and maintained to the standard of a community in the nature of Summerlin Poolside Terraces CTS _____; and
 - (b) co-operate with the Letting Agent in taking all action reasonably and practically necessary to stop any person or entity from conducting for the Scheme a business the same or similar to the Letting Business.
- 6. OFFICE HOURS AND OCCUPANCY REQUIREMENT**
- 6.1 The Letting Agent or the Letting Agent's Appointee must at all times during the Term (and Further Terms if applicable):
- (a) keep open the Letting Agent's Office:
 - (i) for a minimum of 1 hour between 9.00am and 5.00pm on each Business Day; and
 - (ii) for a minimum of 1 hour between 8.00am and 12.00pm on Saturdays;
 - (b) at all other times between 9.00am and 5.00pm on each Business Day be contactable by mobile number; and
 - (c) at all other times every day of the week be contactable by mobile phone in the event of an emergency.
- 6.2 If required by law, the Letting Agent or the Letting Agent's Appointee must at all times during the Term retain or ensure that an associate, related entity or related body corporate (within the meaning of that term under the *Corporations Act 2001 (Cth)*) retains a right to occupy the Letting Agent's Office and, if required, the Letting Agent's Lot.

7. REMUNERATION

- 7.1 The Letting Agent will not be paid any remuneration by the Body Corporate for conducting the Letting Business or providing the Letting Services.
- 7.2 The Letting Agent will negotiate all commissions and charges with the Owners who require the use of the Letting Business or the Letting Services.

8. INSTRUCTIONS

- 8.1 The Body Corporate must:
- (a) nominate one person (**Nominee**) to communicate with the Letting Agent on its behalf; and
 - (b) notify the Letting Agent in writing of the appointment of the Nominee or its replacement.
- 8.2 The Letting Agent or Letting Agent's Appointee (as applicable) must:
- (a) confer with the Nominee concerning the Letting Services; and
 - (b) attend any general meeting of the Body Corporate or Committee meeting if requested and given reasonable notice by the Nominee or Body Corporate.

9. LETTING AGENT'S APPOINTEE

- 9.1 The Letting Agent may, and if the Letting Agent is a company or partnership must, from time to time, employ or engage a person to occupy the Letting Agent's Office to act as the Letting Agent's employee or agent provided such person is in the Letting Agent's reasonable opinion (after making reasonable enquiries) suitable, responsible, and capable of performing the duties or obligations for which the person is being employed or engaged.
- 9.2 The Letting Agent must give written notice of the Letting Agent's Appointee from time to time to the Body Corporate.
- 9.3 The Letting Agent may perform any of its duties or obligations under this Agreement through the Letting Agent's Appointee and the Letting Agent's Appointee may exercise any or all of the authorities and powers given to the Letting Agent under this Agreement.
- 9.4 The Letting Agent will:
- (a) be responsible for any remuneration payable to the Letting Agent's Appointee;
 - (b) be responsible to ensure that the Letting Agent's Appointee undertakes the duties for which the Letting Agent's Appointee was employed or engaged; and
 - (c) remains responsible for ensuring the proper performance of all acts, deeds and things required of the Letting Agent under this Agreement and at law, despite the appointment of the Letting Agent's Appointee.
- 9.5 If the Letting Agent's appointee is on annual or other leave from time to time, the Letting Agent must appoint an alternative Letting Agent's Appointee (as appropriate in the circumstances) for that period and give notice to the Body Corporate accordingly.

10. ASSIGNMENT BY THE LETTING AGENT

- 10.1 The Letting Agent must not assign its interest in this Agreement except with the prior written approval of the Body Corporate which approval must not be unreasonably withheld or delayed.
- 10.2 Unless otherwise required by law, the question of approval may be referred to the Body Corporate in a general meeting or may be decided by the Committee.
- 10.3 The decision of whether or not to approve the assignment must be made within 30 days after the Body Corporate receives the information necessary for it to make a decision.
- 10.4 Approval may not be refused nor withheld if:
- (a) the Letting Agent gives the Body Corporate written notice of the proposed assignment accompanied by:
 - (i) all reasonably necessary details of the proposed assignee;
 - (ii) at least 2 character references of the assignee (or if the proposed assignee is a corporation, at least 2 character references of each of the directors); and
 - (iii) at least 2 business references in respect of the assignee;
 - (b) the Letting Agent is not at the date of that notice or at the date of assignment in default in the performance of this Agreement;
 - (c) the assignee:
 - (i) is a suitable, respectable, responsible and solvent, financially stable and otherwise capable of performing the obligations of the Letting Agent under this Agreement (the onus of proving which to the reasonable satisfaction of the Body Corporate is upon the Letting Agent);

- (ii) enters into a deed with the Body Corporate in a form reasonably required by the Committee and its solicitor containing, amongst other things, a covenant that it will duly perform the Letting Agent's obligations under this Agreement as if it were the Letting Agent named in this Agreement; and
 - (iii) if the assignee is a corporation (other than a corporation listed on the stock exchange), furnishes to the Body Corporate such indemnities and guarantees in respect of the performance of those obligations as the Committee and its solicitor reasonably requires (including by the directors and office bearers and principal shareholders of that corporation); and
- (d) the Letting Agent:
- (i) pays to the Body Corporate its reasonable administrative and legal costs and disbursements (including stamp duty) of and incidental to the matters referred to in this clause 10; and
 - (ii) enters into a deed with the Body Corporate in the form reasonable required by the Committee or its solicitor, by which the Letting Agent and the Body Corporate each release each other from all claims which each then has or may have against the others in relation to this Agreement from the date of assignment.
- 10.5 The prior, contemporaneous or subsequent assignment of any separate caretaking or other service contractor agreement between the Letting Agent (or an associate, related entity or related body corporate within the meaning of those terms under the *Corporations Act 2001 (Cth)*) and the Body Corporate may not be a condition of approval to the assignment, it being acknowledged that the Letting Agent and any caretaker or other service contractor may be different entities and the services provided by each may be independent of the other.
- 10.6 Unless the Body Corporate has first given its written consent (not to be unreasonably withheld or delayed) or the Letting Agent is a company whose shares are listed on the stock exchange, a change in the Controller of the Letting Agent, is deemed to be a breach of this Agreement and the Body Corporate is only required to give consent if the proposed new Controller is respectable, responsible and capable of performing the Letting Agent's obligations under this Agreement.
- 10.7 If the Letting Agent:
- (a) seeks to assign its interest in this Agreement with the consent of the Body Corporate under this clause 10, then the Letting Agent must transfer its interest in the Letting Agent's Office (whether that is transfer of the applicable freehold, leasehold or other applicable proprietary interest) to the permitted assignee; or
 - (b) leases the Letting Agent's Office and this Agreement terminates or expires then the Letting Agent must allow any person appointed as the new letting agent to share in the use of the Letting Agent's Office during reasonable business hours to the extent that it shall be necessary for the new letting agent to have access and use relevant to the Letting Services.

11. TERMINATION

- 11.1 The Body Corporate may terminate this Agreement if the Letting Agent:
- (a) is convicted of an indictable offence involving fraud or dishonesty;
 - (b) is guilty of gross misconduct or gross negligence in performing or failing to perform the Letting Services;
 - (c) is in breach of this Agreement and that breach continues at the end of 14 days after notice in writing delivered by the Body Corporate to the Letting Agent requiring that breach to be remedied;

- (d) subject to clause 11.5, if a company, becomes subject to any form of external administration referred to in the *Corporations Act 2001 (Cth)*;
- (e) subject to clause 11.5, if a natural person, dies or becomes insolvent under administration as that term is defined in the *Corporations Act 2001 (Cth)*;
- (f) if the Letting Agent is also the caretaker or a service contractor under any other agreement with the Body Corporate and that agreement is for any reason whatsoever terminated; or
- (g) if any other event occurs which, under the Act, gives the Body Corporate the right to terminate.
- 11.2 This Agreement may be terminated by the Letting Agent:
- (a) if the Body Corporate is in breach of this Agreement and that breach continues at the end of 14 days after notice in writing delivered by the Letting Agent to the Body Corporate requiring that breach to be remedied; or
- (b) at any time upon the Letting Agent giving the Body Corporate 6 months' notice in writing of termination.
- 11.3 The termination of this Agreement will not affect:
- (a) the rights of a party who terminate this Agreement to claim any damages it has suffered as a result of any breach of this Agreement; and
- (b) the liability or the rights of any party under this Agreement to the date of termination.
- 11.4 If:
- (a) a notice is given under clause 11.1(c); and
- (b) the breach referred to in the notice cannot, by its nature, be remedied within the 14 day period;
- then the Body Corporate's right to terminate this Agreement will not apply if the Letting Agent has commenced to remedy the breach during the period and proceeds to remedy the breach with reasonable diligence after the period.
- 11.5 If a financier of the Letting Agent acts in place of the Letting Agent or a Controller (as defined in the *Corporations Act 2001*) is appointed by that financier to the Letting Agent in respect of this Agreement, then the occurrence of any of the events of default in clause 11.1(d) or 11.1(e) cannot be relied upon by the Body Corporate to:
- (a) terminate this Agreement while the financier is acting under this Agreement, or the Controller is appointed to the Letting Agent in respect of this Agreement (as the case may be); or
- (b) refuse its consent to a transfer or assignment of this Agreement by the financier or Controller (as the case may be), or to terminate this Agreement once a transfer or assignment by the financier or Controller (as the case may be) has taken effect,
- provided that nothing in this clause prevents the Body Corporate terminating this Agreement in accordance with the Act or the Body Corporate and Community Management Regulation Module.

12. DISPUTES

- 12.1 Any dispute between the Letting Agent and the Body Corporate in relation to or incident to this Agreement is to be determined pursuant to the dispute resolution provisions of the Act.

13. NOTICES

- 13.1 All notices given under this Agreement:
- (a) must be in writing;
- (b) may be signed, given and received by a party's solicitor; and
- (c) may be delivered in person, by mail or sent by facsimile transmission to the address for service specified in this Agreement.
- 13.2 A party may change its particulars for service by notice in writing to the other party.
- 13.3 A notice sent by:
- (a) post, will be deemed received on the 3rd business day after posting from Australia and 7 business days after posting from overseas; and
- (b) facsimile transmission, will be deemed received on the date stated in the facsimile transmission report produced by the machine sending the facsimile.

14. REFERENCES TO AND CALCULATIONS OF TIME

- 14.1 Where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.
- 14.2 Where something is done or received after 5.00pm on any day, it will be taken to have been done or received on the following day.

15. GST

- 15.1 The Body Corporate is not liable to make any payment to the Letting Agent or anyone else for any GST which the Letting Agent becomes liable in relation to any supply to the Body Corporate under this Agreement.

16. SEVERABILITY

- 16.1 The provisions of this document and every part of each provision will be severable.
- 16.2 If any provision is found to be unlawful, void or unenforceable, then that provision will be read down to the extent necessary to ensure that it does not infringe any law or is not otherwise void or unenforceable so as to give it a valid operation of a partial character.
- 16.3 If the infringing provision cannot be read down it will be deemed to be deleted and the remaining provisions will continue to have their full force and effect.

17. GENERAL

17.1 Governing law

This document will be construed in accordance with the laws in force in Queensland and the parties submit to the jurisdiction of the Courts of Queensland.

17.2 Reference to a party

Any reference to a party in this document includes, and any obligation or benefit under this document will bind or take effect for the benefit of, that party's executors, trustees, administrators, successors in title and permitted assigns.

17.3 Further assurances

Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including but not limited to, the execution of documents.

17.4 Duty and legal fees

Each party will bear its own legal and other costs and expenses relating to this document. The Letting Agent must pay any duty.

17.5 Entire agreement

This document represents the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings between the parties.

17.6 Amendments to be in writing

No amendment to this document has any force unless it is in writing and signed by all of the parties to this document.

17.7 Joint and several

An obligation of two or more persons under this document binds them jointly and severally and every expressed or implied agreement or undertaking by which two or more persons derive any benefit in terms of this document will take effect for the benefit of those persons jointly and severally.

17.8 Waiver

The failure of a party to this document to enforce a provision or the granting of any time or indulgence will not be construed as a waiver of the provision nor of a waiver of the right of the party at a later time to enforce the provision.

17.9 Counterparts

This document may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.

17.10 No merger

The rights and obligations of the parties contained in this document will not be extinguished by or upon completion.

17.11 Time of the essence

Time will be of the essence as regards a date or period determined under this document except that a date or period may be altered by agreement in which case time will be of the essence for date or period as altered.



SIGNED AS AN AGREEMENT on

**THE COMMON SEAL OF THE BODY
CORPORATE FOR SUMMERLIN POOLSIDE
TERRACES CTS** was affixed in
accordance with the Act in the presence of:)
)
)
)

.....
Witness

.....
Date

SIGNED by DF REAL ESTATE MANAGEMENT)
(QLD) PTY LTD ACN 154 125 443 in accordance)
with section 127(1) of the *Corporations Act 2001*)
(Ch) by a director and a Director/Secretary or by a)
sole director (if applicable):)

.....
Director

.....
Name

.....
Date

.....
Director/Secretary

.....
Name

.....
Date

ABW10145420 3452-6029-7236v1



CHAPTER 8

BODY CORPORATE ASSETS

The Seller proposes to supply the following assets to the Body Corporate free of cost after the establishment of the Scheme: furniture, electrical and limited miscellaneous artwork for common property. This will be decided by the Seller in its discretion with the estimated cost being less than \$2,000.

CHAPTER 9

SCHEDULE OF FINISHES (including Floor Plan)



Poolside Terraces - INTERIOR SCHEDULE OF FINISHES

ENTRY LIVING & DINING

Entry door	Solid core door with painted finish
Floor	600 x 300 tile
Walls & ceiling	Flush set plasterboard with painted finish
Cornice	Square set
Skirting	Painted finish to timber skirting
Doors	Painted finish to flush panel doors
Light fittings	Recessed downlights

BEDROOMS

Floor	Premium level loop pile carpet with underlay
Walls & ceilings	Flush set plasterboard with painted finish
Cornice	Cornice
Skirting	Painted timber
Robes	Mirror doors, internal to have top shelf and shelf bank
Light fittings	Recessed downlights

KITCHEN

Floor	600 x 300 tile
Walls & ceiling	Flush set plasterboard with painted finish
Cornice	Square set
Benchtops	20mm reconstituted stone benchtops
Splashback	Glass
Joinery	Cabinetry doors to fronts and exposed panels/feature laminate
Sink & tapware	Double bowl sink with chrome mixer
Refrigerator space	900mm min width
Lighting	Feature track lights above kitchen island bench & recessed downlights where applicable

APPLIANCES

Cooktop	60cm ceramic 4 burner cooktop
Oven	60cm stainless steel multifunction
Range hood	60cm stainless steel under mount recirculating
Dishwasher	60cm freestanding with steel door front
Microwave	Cabinetry provision provided

BATHROOM/ENSUITE

Floor tile	600 x 300 vitrified tile
Wall tile	600 x 300 vitrified tile
Ceiling	Flush set painted plasterboard
Bath	Acrylic bath with chrome bath spout and mixer
Vanity cabinet	Single or double vanity unit with drawer
Tapware	Chrome mixer
Shower & tapware	Semi-frameless shower screen and chrome mixer
Toilet	White vitreous china with soft close

LAUNDRY

Floor	600 x 300 tile
Walls & ceiling	Flush set plasterboard with paint finish Cornice finish where laundry is located in ground level (garage)
Benchtop	Reconstituted stone benchtop where applicable
Splashback	Tiled
Sink & tapware	Stainless steel tub with chrome mixer

PATIO/BALCONY

Floor	600 x 300 tile with textured finish
Ceilings	Fibre cement sheet
Light	Surface mount light fittings
Power	Double GPO

ELECTRIC

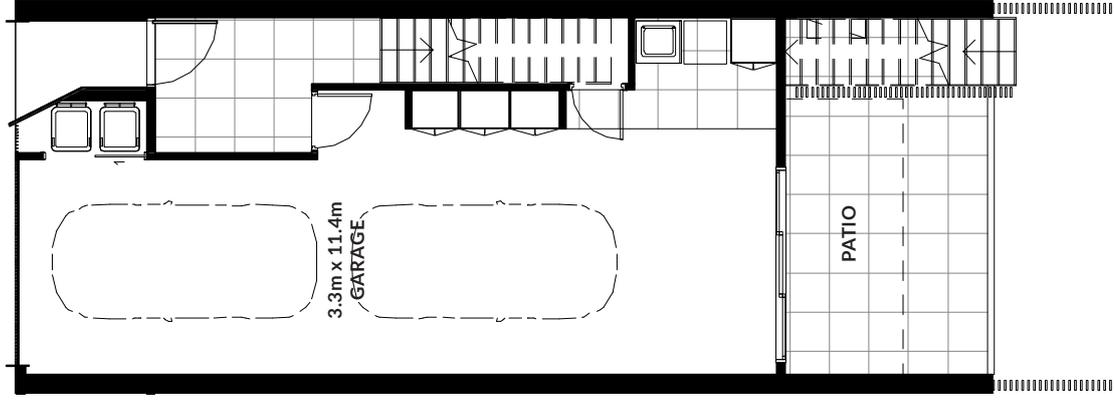
Power	Double GPO's generally throughout
Pay TV	1 outlet in living area
Telephone points	1 outlet in living area
Ceiling fan	To all bedrooms

GENERAL

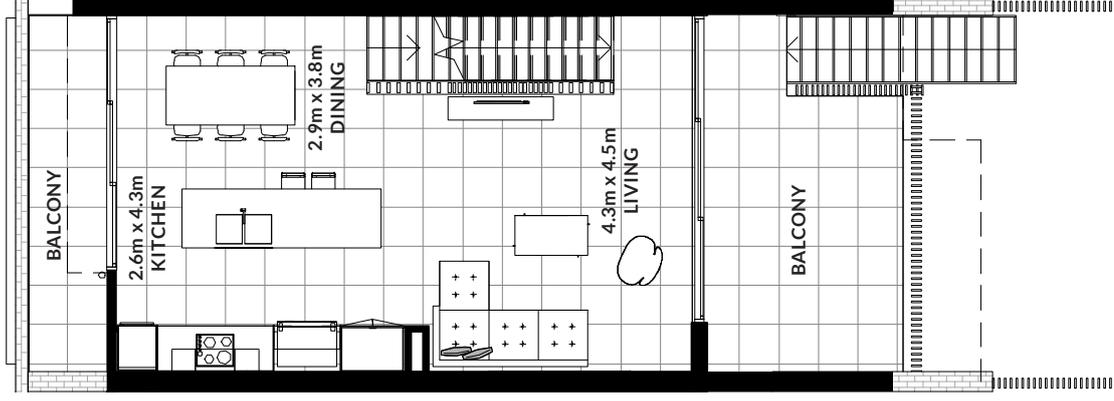
Stairs	Carpet
Hot water	Electric
Air-conditioning	Reverse cycle split system to living and master bedroom
Security screens	To all ground floor sliding doors & openable windows
Fly screens	To all upper level openable windows & sliding doors

Subject to contract terms and stock availability. All descriptions are for illustrative purposes only. Built form inclusions, amenities and facilities are subject to statutory approval and may change without notice. © 2021. DFC (Project Management) Pty Ltd ABN 83 161 448 139 is the Project Manager for Summerlin Poolside Terrace Homes.

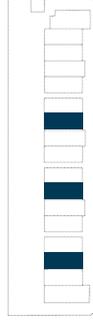
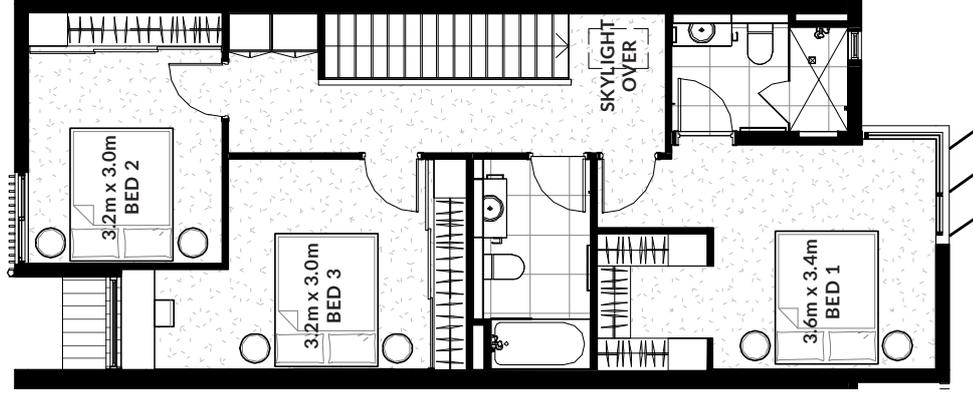
GROUND



LEVEL 1



LEVEL 2



SUMMERLIN
BANYO
ANOTHER DENNIS FAMILY
COMMUNITY

PHONE:
1800 461 860

EMAIL:
INFO@SUMMERLIN.COM.AU

SUMMERLIN.COM.AU

INTERNAL	187m ²
BALCONY	24m ²
PATIO	18m ²
PORCH	3m ²
TOTAL	232m²



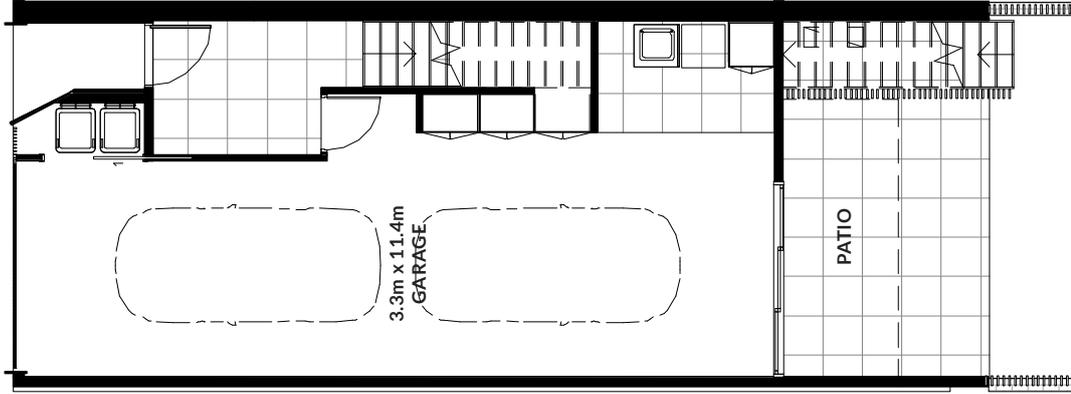
POOLSIDE
TERRACE HOMES

TYPE A

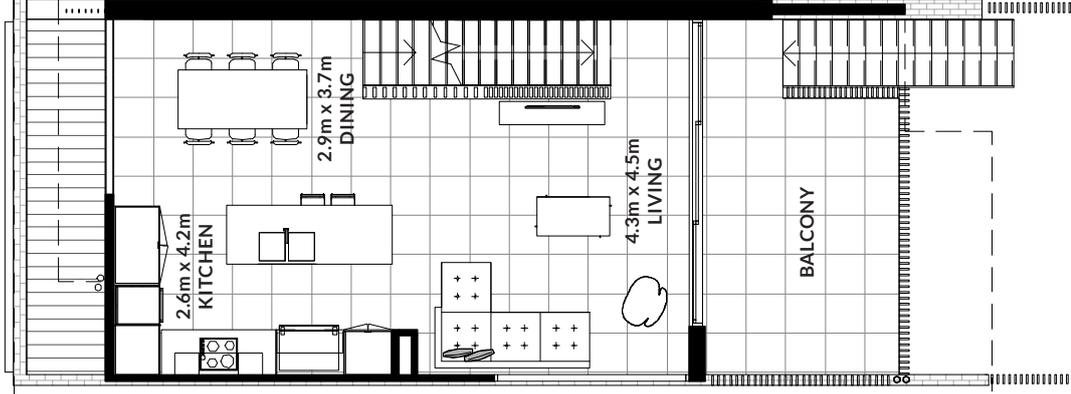
LOT 3, 7, 11

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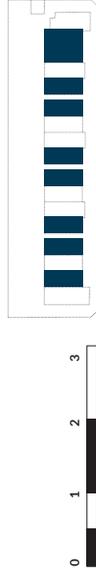
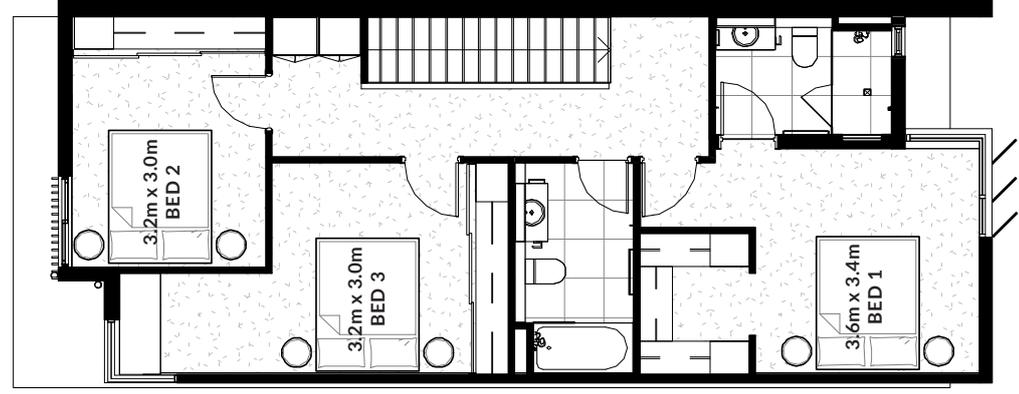
GROUND



LEVEL 1



LEVEL 2



POOLSIDE
TERRACE HOMES

TYPE B

LOT 2, 4, 5, 8, 9,
12, 13, 15, 16



INTERNAL	186m ²
BALCONY	16m ²
PATIO	18m ²
PORCH	3m ²
TOTAL	223m²

PHONE:
1800 461 860

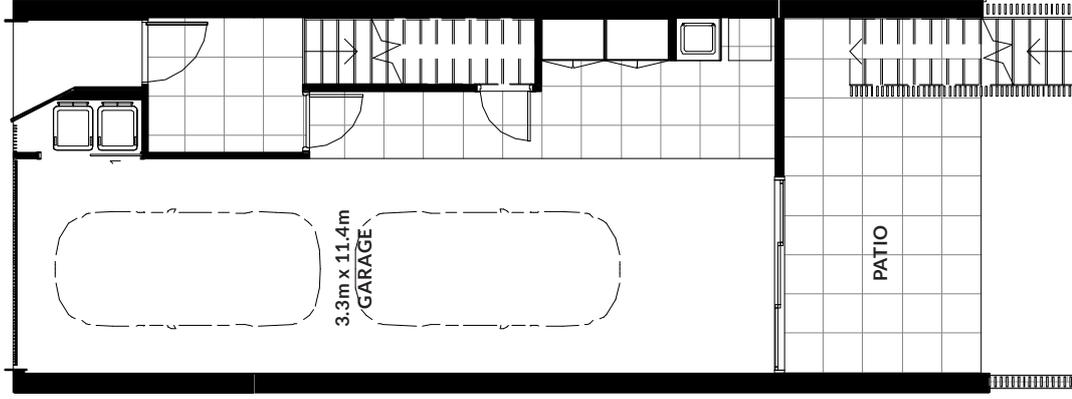
EMAIL:
INFO@SUMMERLIN.COM.AU

SUMMERLIN.COM.AU

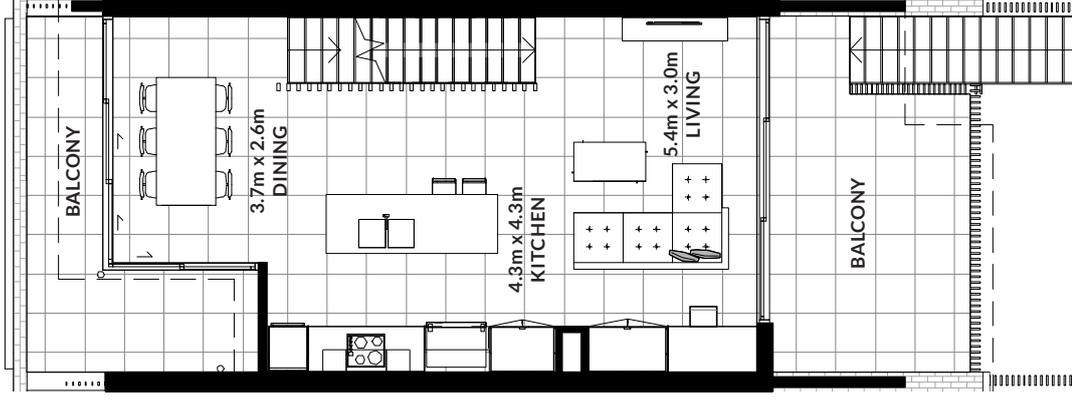


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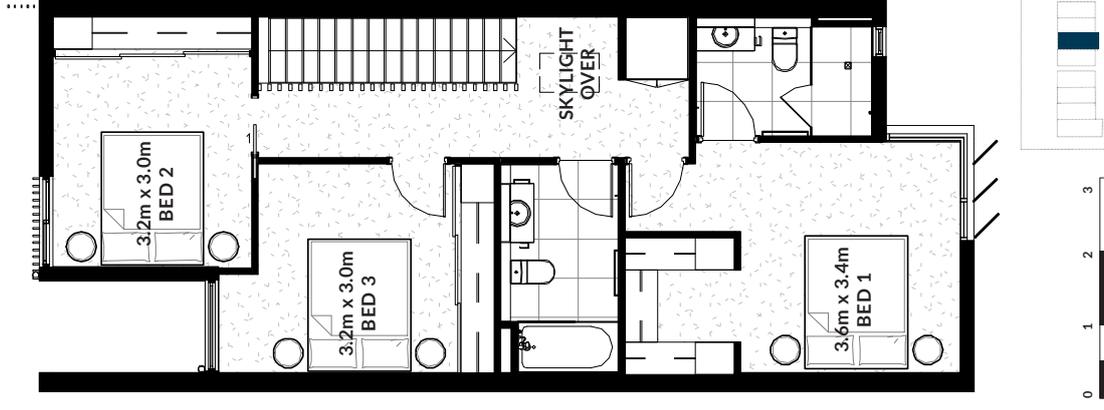
GROUND



LEVEL 1



LEVEL 2



POOLSIDE
TERRACE HOMES

TYPE C

LOT 6, 10, 14



INTERNAL 186m²

BALCONY 28m²

PATIO 20m²

PORCH 3m²

TOTAL 237m²

PHONE:
1800 461 860

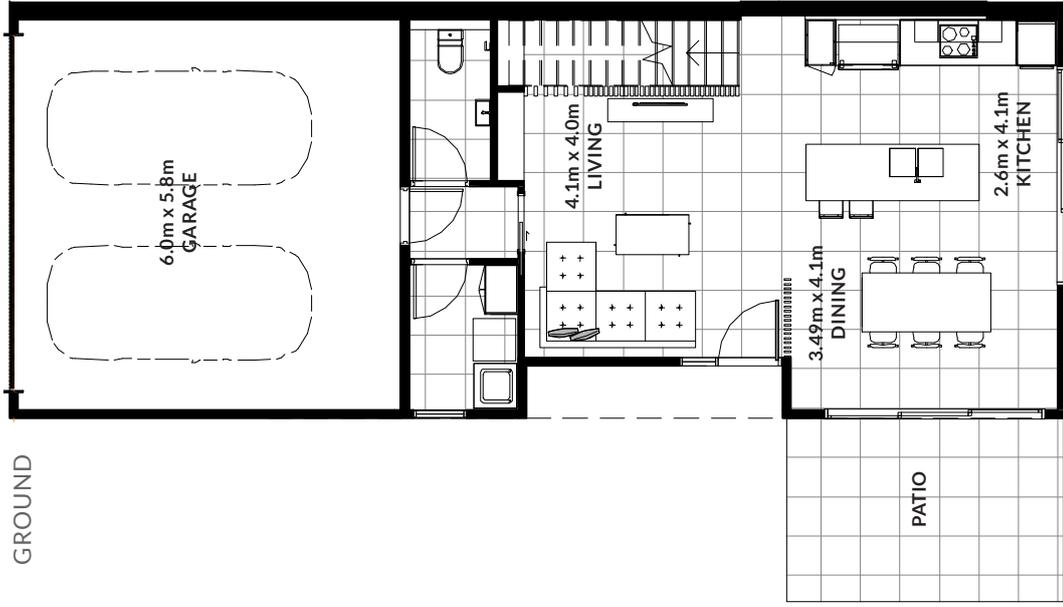
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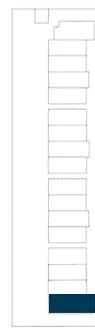
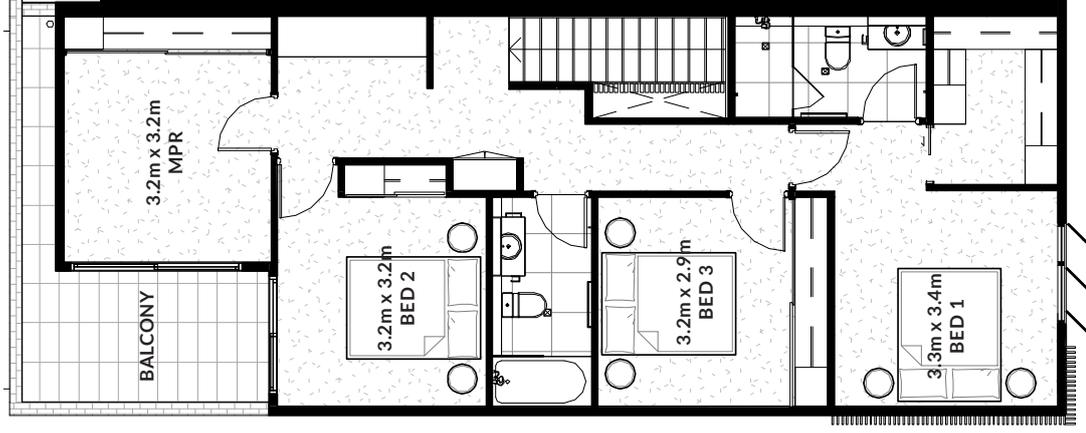


SUMMERLIN
BANYO
ANOTHER DENNIS FAMILY
COMMUNITY

GROUND



LEVEL 1



POOLSIDE
TERRACE HOMES

TYPED

LOT 1



INTERNAL	179m ²
BALCONY	11m ²
PATIO	12m ²
TOTAL	202m²

PHONE:
1800 461 860

EMAIL:
INFO@SUMMERLIN.COM.AU

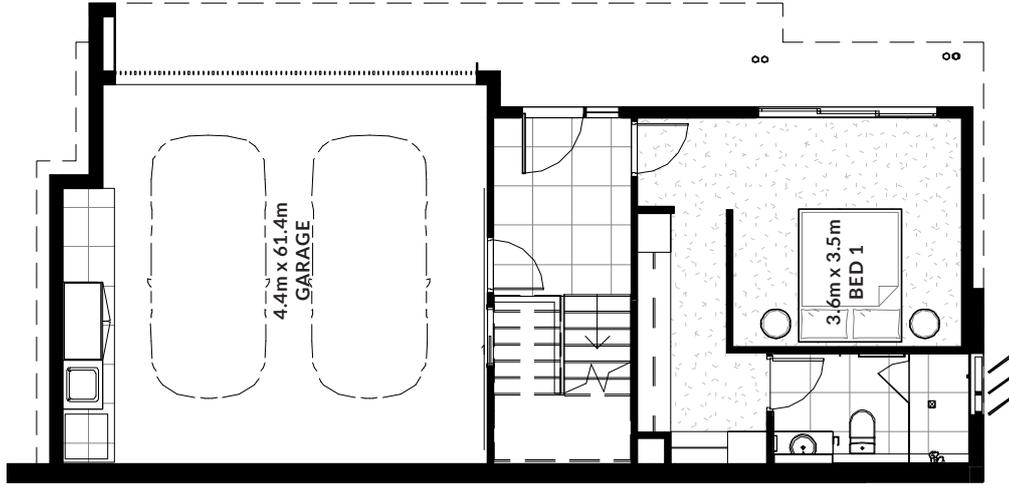
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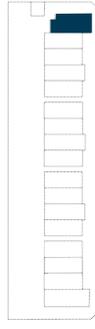
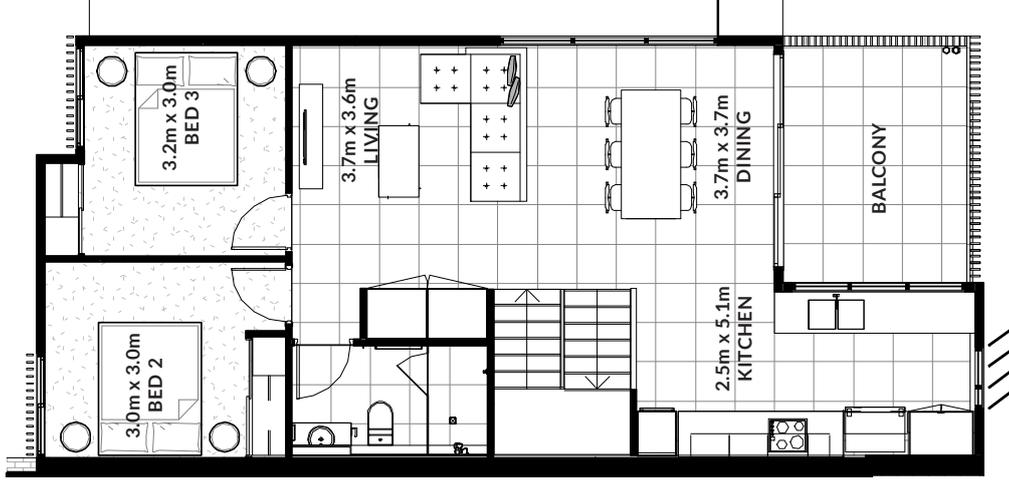
SUMMERLIN
BANYO
ANOTHER DENNIS FAMILY
COMMUNITY

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GROUND



LEVEL 1



POOLSIDE
TERRACE HOMES

3 

INTERNAL 154m²

2 

BALCONY 12m²

2 

TOTAL 166m²

TYPE

LOT 17



SUMMERLIN
BANYO
ANOTHER DENNIS FAMILY
COMMUNITY

PHONE:
1800 461 860

EMAIL:
INFO@SUMMERLIN.COM.AU

SUMMERLIN.COM.AU

CHAPTER 10

DEPOSIT PAYMENT INFORMATION

For the assistance of the Buyer(s), the Seller provides the following additional information as to payment options as to the Deposit. Deposit payment options are:

1. Direct deposit

Direct deposits should be made to the following account:

Bank: Westpac
BSB: 034 003
Account Number: 001 979
Account Name: Cooper Grace Ward Trust Account

Please insert "Summerlin Poolside Terraces [insert lot number] – [insert buyer(s) name]" as a reference and contact the Deposit Holder advising the payment has been made.

Details for international transfers

Westpac Banking Corporation
Swift code: WPACAU2S
Branch address: 388 Queen Street, Brisbane

2. Cheques

Cheques are to:

- (a) be made payable to: Cooper Grace Ward Trust Account;
- (b) be posted or delivered to the Seller's Solicitor: Cooper Grace Ward, Level 21, 400 George Street, Brisbane Qld 4000 [GPO Box 834 Brisbane Qld 4001].

3. Bank guarantee

Clause 5 of the Contract applies as to bank guarantees. In order to assist the Buyer, the Seller suggests that the following particulars be included in the bank guarantee. This information is provided for information only without derogation from the Contract.

Beneficiary / Favouree:	Cooper Grace Ward
Seller:	Ivedon Street Pty Ltd A.C.N. 139 408 745
Buyer:	Only Buyer(s) details exactly as per this Contract. No other party can be mentioned.
Amount:	Amount equal to the Deposit in the Reference Schedule. [please note this is the full deposit amount, and any initial deposit will be refunded to the Buyer].
Consideration:	Seller agreeing to dispense with payment of a cash deposit under the contract for proposed lot [insert lot number] in Summerlin Poolside Terraces, Ivedon St Banyo QLD.
Expiry Date:	Either no expiry date or a date not earlier than 4 years from the Contract Date.
Other matters:	Bank guarantee must: <ul style="list-style-type: none">• be issued by a reputable Australian trading bank;• be unconditional and irrevocable;• permit the Beneficiary / Favouree to make a call on it without reference to or permission of the Buyer.