



# ROCHEDALE OUTLOOK

## STAGE 3B

### (KNOWN AS STAGE 4B)

## DISCLOSURE STATEMENT

### Body Corporate and Community Management Act 1997

### Section 213

ITEM		
1.	<b>The Proposed Lot</b>	The proposed Lot being purchased is Lot No. _____ in "Rochedale Outlook" Community Titles Scheme as identified by the corresponding Lot Number on the draft Plan contained in Schedule 1
2.	<b>Seller</b>	Heran Consolidated Pty Ltd A.C.N. 125 668 260
	<b>Seller's Address</b>	301 – 302/ 50 Marine Parade, Southport QLD 4215
3.	<b>Buyer</b>	
	<b>Buyer's Address</b>	<hr/> <hr/>
4.	<b>Body Corporate Contributions S.213(2)(a)</b>	<ul style="list-style-type: none"> <li>i. The annual contributions for the first year after the establishment of the Community Titles Scheme reasonably expected to be payable to the Body Corporate by the Owner of the proposed Lot are set out in Schedule 3.</li> <li>ii. The extent to which the amount referred to in subparagraph (i) is based on the contribution schedule lot entitlements for the lots included in the scheme is 100%</li> <li>iii. The extent to which the amount referred to subparagraph (i) is based on the interest schedule lot entitlements is 0%.</li> </ul> <p>The contribution schedule lot entitlements, and interest schedule lot entitlements, for the lots included in the Scheme are set out in the proposed community management statement for the Scheme.</p>
5.	<b>Body Corporate Contracts S.213(2)(c)</b>	<p>The 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 the establishment of the Scheme are as follows:</p> <ul style="list-style-type: none"> <li>a) Body Corporate Manager (Administration Agreement) <ul style="list-style-type: none"> <li>i. The terms of engagement – substantially similar to the agreement in Schedule 7</li> <li>ii. the estimated cost of the engagement to the Body Corporate -</li> </ul> </li> </ul>



		<p>see Schedule 3</p> <p>iii. The proportion of the cost to be borne by the Owner of the proposed Lot for the first year of the relevant engagement - see Schedule 3</p> <p>b) Service Contractor (Caretaker Agreement)</p> <p>i. the terms of the engagement – substantially similar to the Agreement in Schedule 8</p> <p>ii. the estimated cost of the engagement to the Body Corporate - see Schedule 3</p> <p>c) An Agreement with Origin Energy Electricity Limited for centralised Energy Equipment – see Schedule 12</p> <p>The proportion of the cost to be borne by the Owner of the proposed Lot for the first year of the relevant engagement - see Schedule 3</p>
6.	<b>Letting Contract S.213 (2)(c)</b>	Details of 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 - similar to the Agreement in Schedule 9
7.	<b>Body Corporate Assets S.213(2)(d)</b>	Details of all Body Corporate assets proposed to be acquired by the Body Corporate after the establishment of the Scheme - as specified in Schedule 10.
8.	<b>Proposed Community Management Scheme S.213(2)(e)</b>	The proposed Community Management Statement is annexed as Schedule 4.
9.	<b>Regulation Module S.213(2)(f)</b>	The regulation module to apply is the accommodation module.
10.	<b>Other matter Prescribed by regulation S.213(2)(g)</b>	Nil
11.	<b>Power of Attorney S.219</b>	The Seller discloses that it will require the Buyer to give the Seller a power of attorney on the terms specified in Schedule 6
12.	<b>Disclosure Statement forms part of Contract</b>	The Buyer and Seller acknowledge the Disclosure Statement and the Schedules attached are subject to and form part of the Contract
13.	<b>Date Seller must settle contract S.213(2)(aa) and S.217B</b>	<p>Up to 4 years from the Contract Date or if the Buyer requests a later date for settlement and the Seller agrees to that date, the later date.</p> <p>S217(B) of the Act provides that the Seller must settle the contract for the sale of the Proposed Lot before-</p> <p>(a) If the contract provides for a date by which it must be settled (sunset date), the earlier of the following:-</p> <p>i. The sunset date or, if the buyer requests a later date for settlement and the seller agrees, the later date;</p>



		<p>ii. The end of 5 ½ years after the day the contract was entered into by the buyer or, if the buyer requests a later date for settlement and the seller agrees to the later date, the later date; or</p> <p>(b) Otherwise – the end of 4 years after the day the contract was entered into by the buyer or, if the buyer request a later date for settlement and the seller agrees to the date, the later date.</p> <p>Refer to clause 11 of the Contract</p>
14.	<b>Signing by Seller</b>	<p></p> <p>Seller or Seller's authorised agent</p> <p>Dated 16 / 07 / 2020</p>
15.	<b>Buyers Acknowledgment</b>	<p>The Buyer acknowledges having received and read this Statement from the Seller before entering into the Contract</p> <p>Buyer</p> <p>Dated / /</p>



## SCHEDULE 1

### Disclosure Plan

**The proposed Lot is identified by the respective lot number on the draft plans attached.**

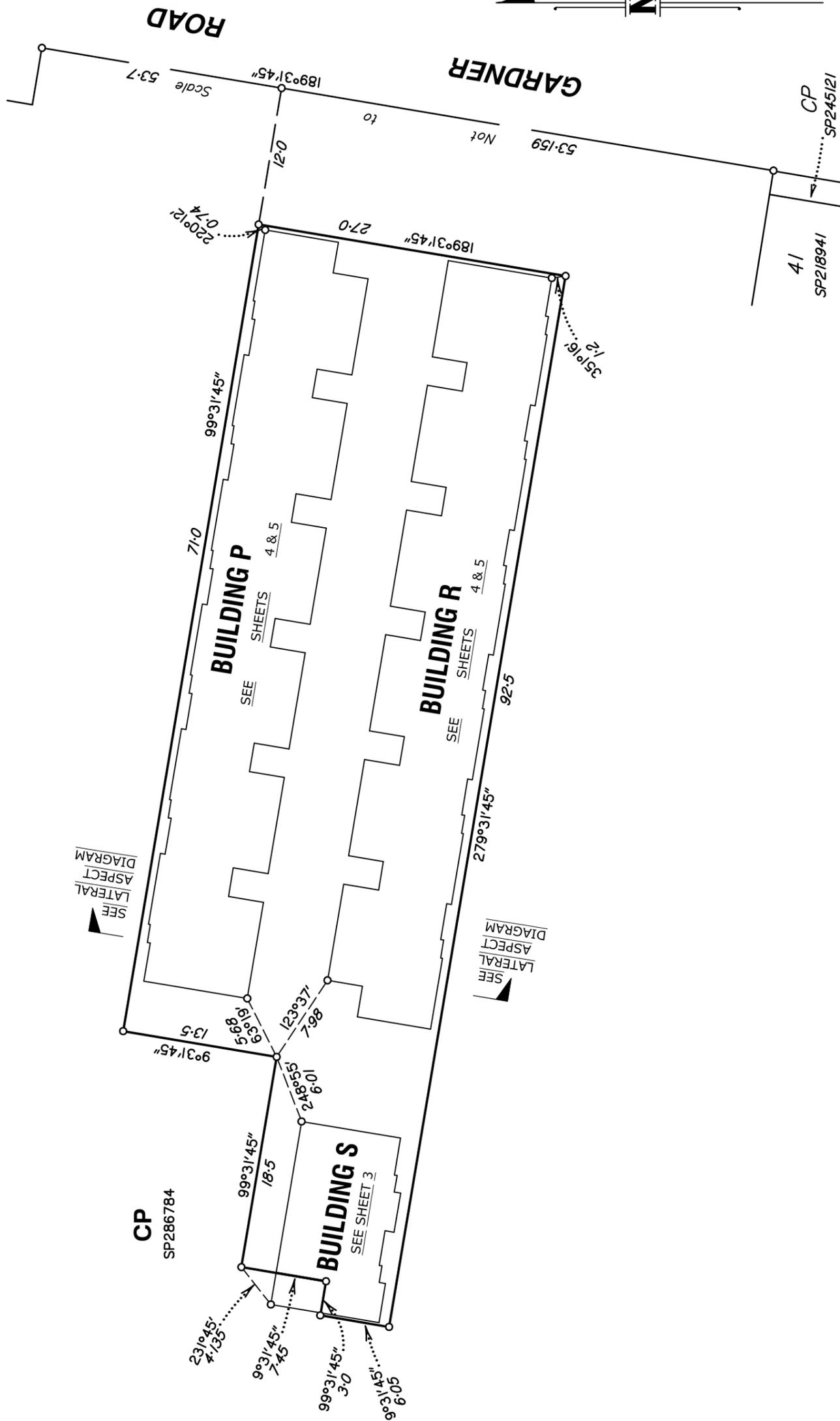
[Note: The building format plan in this Schedule is in draft form only and subject to a final survey. The plan must be read and construed subject to the provisions of the Contract. The location and area of the Lot and other characteristics and dimensions of the Lot may change as permitted by the provisions of the Contract.]



**Base Parcel Area**  
**2185 m<sup>2</sup>**

*All Buildings are 2 storey buildings.  
Peg placed at all new corners, unless otherwise stated.*

STN	TO	ORIGIN	BEARING	DIST

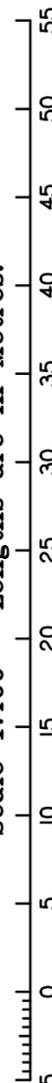


PRELIMINARY

LATERAL ASPECT DIAGRAM (TYPICAL)

Section A-A  
Viewed from the West  
SCALE 1:200

Scale 1:400 - Lengths are in Metres.



0 50mm 100mm 150mm State copyright reserved.

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.  
This plan is subject to construction, survey and registration with the Department of Natural Resources, Mines and Energy.

**Plan of Lots 53-60, 63-68 & Common Property**

*Cancelling Lot 502 on SP286786 & part of Common Property of Rochedale Outlook CTS 52524 (CP on SP286784)*

LOCAL GOVERNMENT: **BRISBANE CITY** LOCALITY: **ROCHEDALE**

Meridian: **SP286786**

Survey Records: *No*

Scale: **1:400**

Format: **BUILDING**

PROPOSED  
**SP317231**  
Version A - 14-07-2020

Cadastral Surveyor

14-07-2020  
Date

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

(Dealing No.)

4. Lodged by

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

I. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
	Lot 502 on SP286786 CP on SP286784	53-60, 63-68 & CP 68	_____	_____

PRELIMINARY

53-60, 63-68 & CP	Por 330
Lots	Orig

2. Orig Grant Allocation :

3. References :  
Dept File :  
Local Govt :  
Surveyor : **SB2528/3B**

5. Passed & Endorsed :

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

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

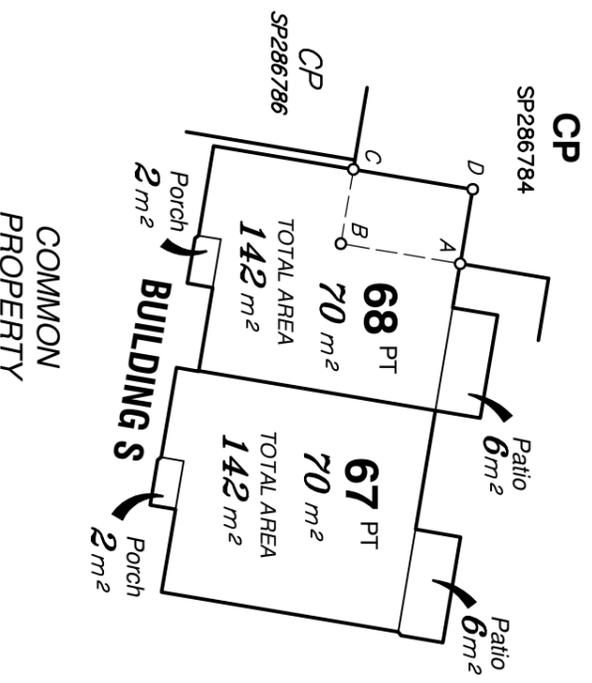
7. Lodgement Fees :

Survey Deposit	\$ .....
Lodgement	\$ .....
.....New Titles	\$ .....
Photocopy	\$ .....
Postage	\$ .....
<b>TOTAL</b>	<b>\$ .....</b>

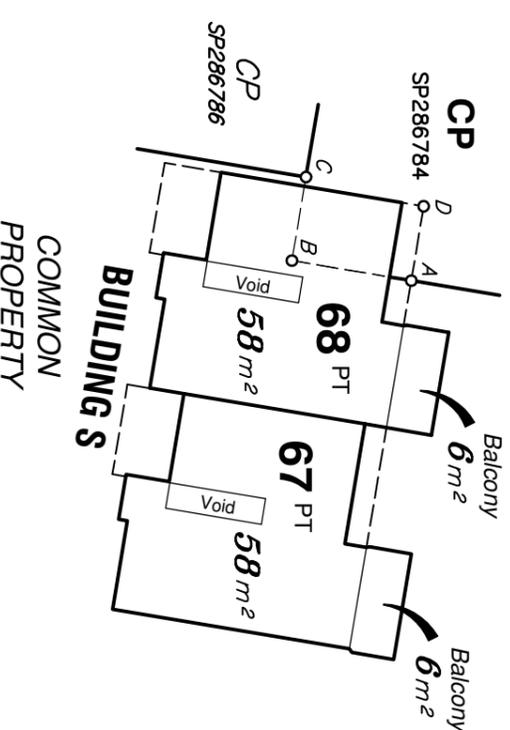
8. Insert Plan Number **SP317231**

PRELIMINARY

(A-B-C-D-A)  
Previously Common Property of Rochedale Outlook  
Community Titles Scheme 52524 (CP on SP286784)



(A-B-C-D-A)  
Previously Common Property of Rochedale Outlook  
Community Titles Scheme 52524 (CP on SP286784)

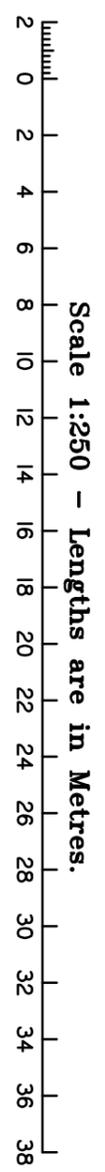


ADDITIONAL SHEET

**LEVEL A**  
SCALE 1:250

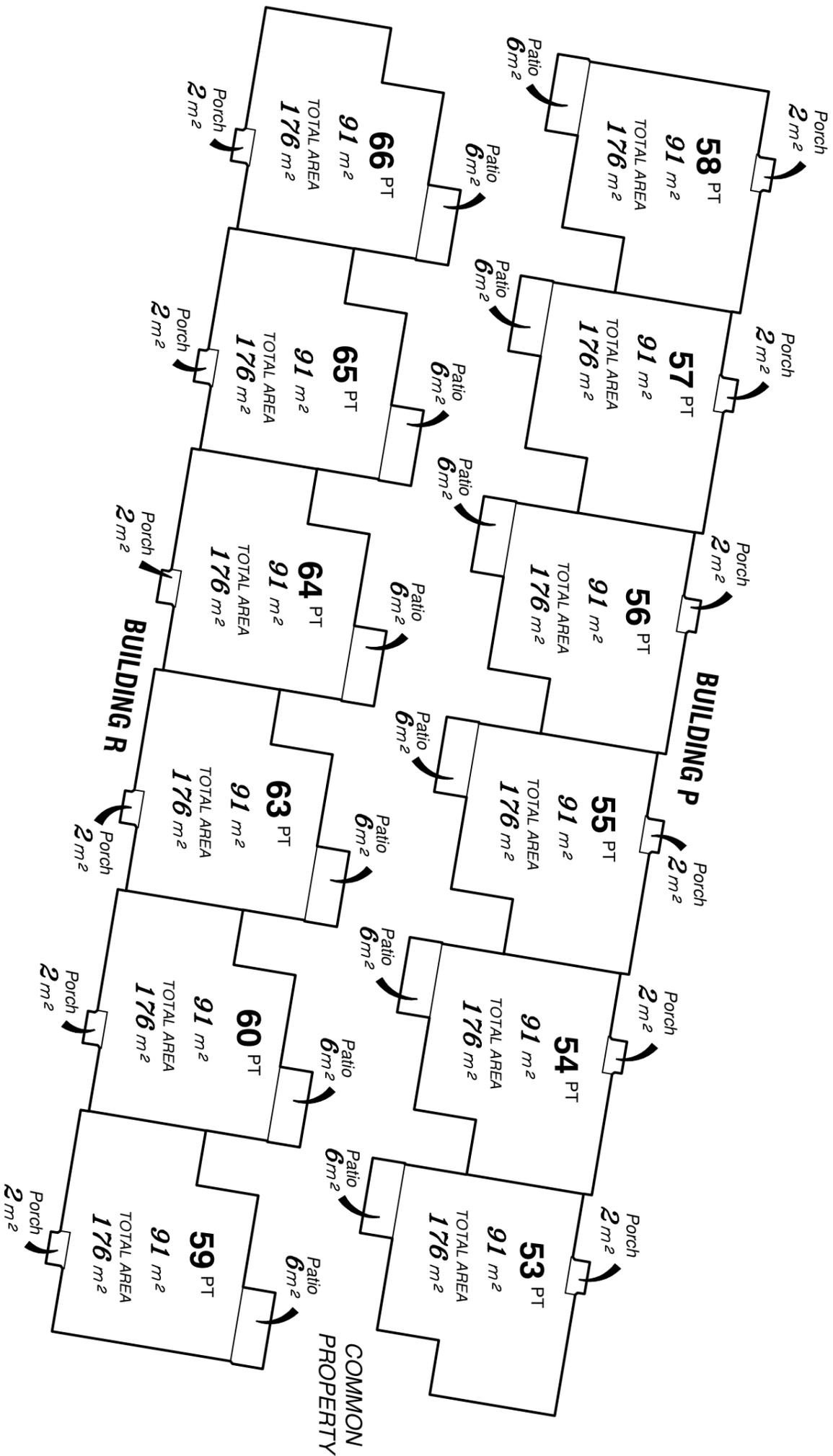
**LEVEL B**  
SCALE 1:250

----- Denotes Outline of Level Below



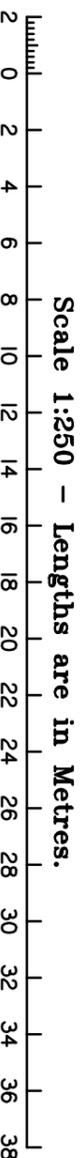
Insert  
Plan  
Number  
SP317231

State copyright reserved.

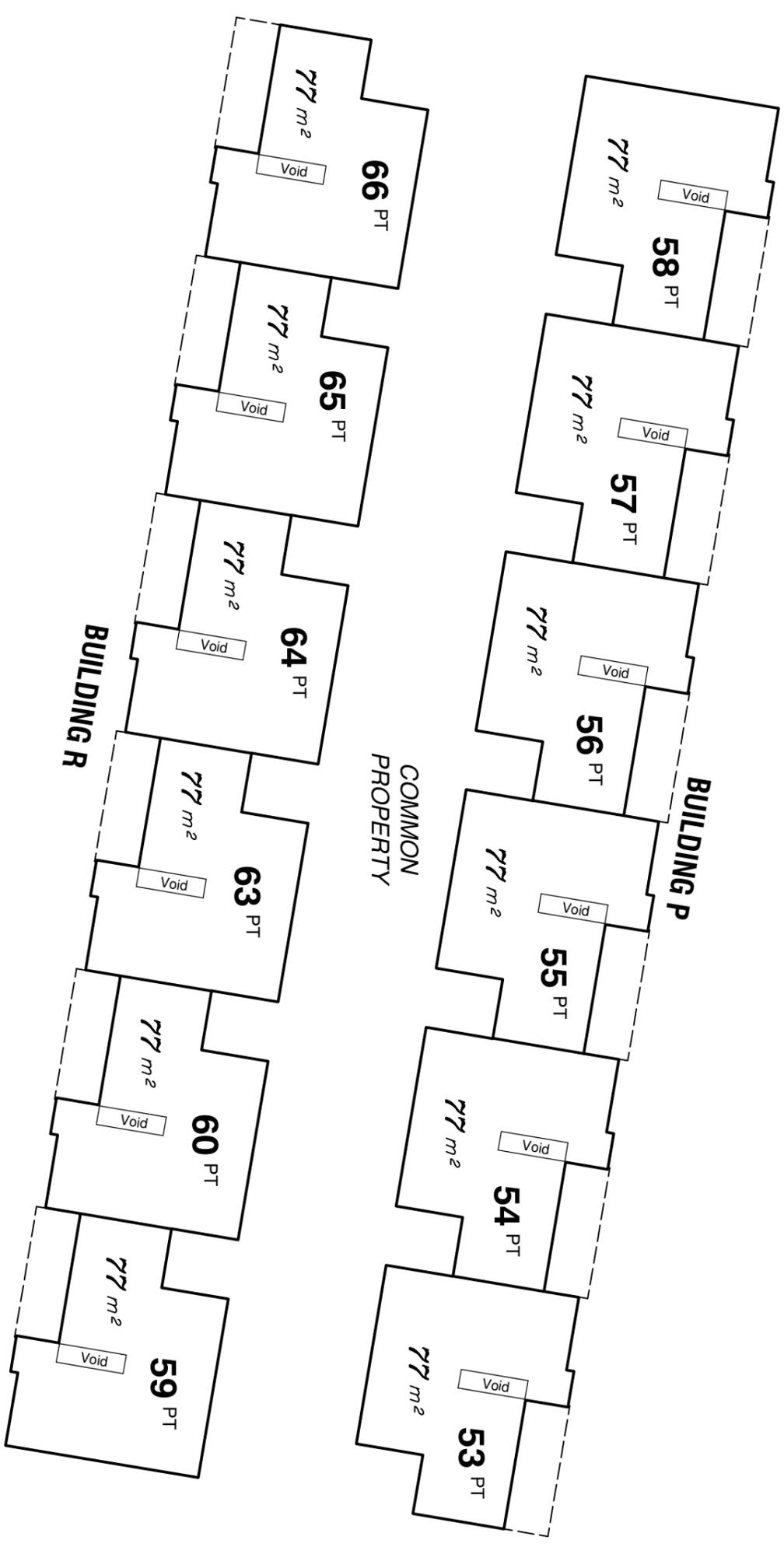


PRELIMINARY

LEVEL A  
SCALE 1:250



Scale 1:250 - Lengths are in Metres.

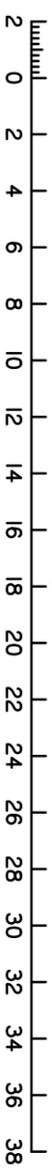


----- Denotes Outline of Level Below

**LEVEL B**  
**SCALE 1:250**

**PRELIMINARY**

Scale 1:250 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number  
**SP317231**



## SCHEDULE 2

### Features and Finishes

[Note: Under clause 7.6 of the Contract, where any Chattels, finishes or other items are not available or are not obtained by the Seller, the Seller may substitute alternative chattels, finishes or items of a similar or better quality]

# GALLERY INCLUSIONS

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## OUTDOOR

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- Brick Rendered and/or face brick external finish
- Roof Colorbond sheeting
- Framing Pine frame & roof trusses
- Garage Colorbond Timber-look sectional overhead door with remote control unit.
- Windows & Sliding Doors Powder coat aluminium with barrier screens (downstairs only)
- Termite Protection Penetrations & perimeter system
- Hotwater System Electric storage unit
- Courtyard Private fully fenced
- Clothesline Hills wall mounted
- Amenities Swimming pool & BBQ area
- Landscaping Professional landscaping to townhomes & common areas
- Parking: Ample visitor car parking
- Driveways Concrete-driveways (exposed)
- Internal Roads Asphalt
- Television Antenna

## KITCHEN

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- Bench Top Manufactured stone (square edge) top
- Doors Laminate
- Splash Back Coloured glass
- Kitchen Sink Stainless steel sink with mixer tapware
- Appliances European Pyrolytic stainless steel multifunction oven, cooktop, ducted rangehood and stainless steel dishwasher or similar
- Features LED lighting under overhead cupboards, fridge tap provision

***Totally livable & all backed by Heran's twelve month maintenance & six year structural guarantee (QBCC)***

## INDOOR

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- Air-Conditioning Ducted Air-Conditioning
- Ceiling Fans Ceiling Fans in all bedrooms
- Electrical Telephone, TV point etc, earth leakage safety switch, smoke detectors and generous amount of LED lighting and power points
- Insulation R2.5 batts to ceiling or similar
- Paint Washable paint to walls or similar
- Doors Modern flush panel with stylish door furniture
- Robes Vinyl/ sliding/mirror sliding doors
- Stairs Stained timber w/stainless steel wire balustrade and timber rails
- Blinds Venetians & roller blinds throughout
- Flooring Porcelain tiles, carpet & engineered timber flooring to main living areas

## BATHROOM & LAUNDRY

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- Showers Semi-frameless glass shower with pivot action door
- Bath Acrylic Freestanding
- Vanities Manufactured stone (square edge) benchtops with mixer tapware
- Toilets Water saving dual flush cisterns to WC's
- Laundry 30L slimline tub & unit with quality tapware

Please note: Proposed external and internal finishes are subject to change. Heran Building Group reserves the right to substitute similar colours or products depending on availability and/or cost constraints. Correct as of March 2019



**SCHEDULE 3**

**Body Corporate Budget for First Year**

**Schedule of Lot Entitlements**

**Estimated Cost for Administration Agreement, Caretaker Agreement and Letting Agreement**

**ROCHEDALE OUTLOOK - FINAL STAGE  
PROPOSED BUDGET**

**ADMINISTRATION FUND**

**Expenses**

Bank Charges		95.00
Caretaker Fees		81,000.00
Cleaning materials		450.00
Community Power		6,300.00
Communications and disbursements		5,465.00
Fees and Permits		200.00
Gas		350.00
Pest Control		3,500.00
Secretarial Fees		10,530.00
Sundries		1,150.00
Tax/BAS returns		1,050.00
Telephone		600.00

Repairs and maintenance

- Building	2,100.00	
- Electrical	1,000.00	
- Fire Hydrants	600.00	
- Gardens and grounds materials	800.00	
- Plumbing	700.00	
- Pool chemicals	<u>1,250.00</u>	6,450.00

<b>Sub Total</b>		<b>117,140.00</b>
<b>GST</b>		<b>11,714.00</b>
<b>TOTAL</b>		<b><u><u>128,854.00</u></u></b>

<b>AGGREGATE CONTRIBUTION SCHEDULE LOT ENTITLEMENTS</b>	<b>81</b>
<b>LEVY PER LOT ENTITLEMENT PER ANNUM</b>	<b>1,590.79</b>
<b>LEVY PER LOT ENTITLEMENT PER WEEK</b>	<b>30.59</b>

**SINKING FUND**

Provision for Future Expenditure		24,300.00
<b>GST</b>		<b>2,430.00</b>
<b>TOTAL</b>		<b><u><u>26,730.00</u></u></b>
<b>LEVY PER LOT ENTITLEMENT PER ANNUM</b>		<b>330.00</b>
<b>LEVY PER LOT ENTITLEMENT PER WEEK</b>		<b>6.35</b>

**INSURANCE**

Insurances		
- Building & Public Liability		10,693.00
<b>GST</b>		<b>1,069.30</b>
<b>TOTAL</b>		<b><u><u>11,762.30</u></u></b>
<b>AGGREGATE INTEREST SCHEDULE LOT ENTITLEMENTS</b>		<b>81</b>
<b>LEVY PER LOT ENTITLEMENT PER ANNUM</b>		<b>145.21</b>
<b>LEVY PER LOT ENTITLEMENT PER WEEK</b>		<b>2.79</b>

**ROCHEDALE OUTLOOK - FINAL STAGE  
SCHEDULE OF LOT ENTITLEMENTS**

LOT NUMBER	ENTITLEMENTS		ADMIN FUND PER ANNUM	SINKING FUND PER ANNUM	INSURANCE PER ANNUM	Caretaker's Fee pa <i>(included in Admin Fund pa)</i>	Body Corporate Manager's Fee pa	LEVY PER ANNUM	LEVY PER WEEK
	CONTRIBUTION	INTEREST							
1	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
2	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
3	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
4	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
5	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
6	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
7	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
8	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
9	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
10	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
11	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
12	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
13	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
14	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
15	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
16	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
17	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
18	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
19	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
20	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
21	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
22	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
23	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
24	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
25	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
26	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
27	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
28	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
29	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
30	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
31	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
32	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
33	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
34	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
35	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
36	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
37	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
38	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
39	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
40	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
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43	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
44	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
45	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
46	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
47	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
48	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
49	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
50	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
51	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
52	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
53	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
54	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
55	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
56	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
57	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73

**ROCHEDALE OUTLOOK - FINAL STAGE  
SCHEDULE OF LOT ENTITLEMENTS**

LOT NUMBER	ENTITLEMENTS		ADMIN FUND PER ANNUM	SINKING FUND PER ANNUM	INSURANCE PER ANNUM	Caretaker's Fee pa	Body Corporate Manager's Fee pa	LEVY PER ANNUM	LEVY PER WEEK
	CONTRIBUTION	INTEREST							
58	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
59	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
60	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
61	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
62	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
63	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
64	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
65	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
66	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
67	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
68	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
69	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
70	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
71	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
72	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
73	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
74	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
75	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
76	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
77	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
78	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
79	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
80	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
81	1	1	1,590.79	330.00	145.21	1,100.00	143.00	2,066.00	39.73
	<b>81</b>	<b>81</b>	<b>128,854.00</b>	<b>26,730.00</b>	<b>11,762.30</b>	<b>89,100.00</b>	<b>11,583.00</b>	<b>167,346.30</b>	<b>3,218.20</b>



## SCHEDULE 4

### Proposed Community Management Statement

A copy of the Proposed CMS for the Development follows this page.

Prior to Settlement, if necessary, the Seller will cause the Community Management Statement to be amended in accordance with section 214 of the Body Corporate and Community Management Act by delivering a Further Statement in accordance with that provision so as to effect the following amendments (without limitation):

1. the allocation of carparking spaces and storage spaces by exclusive use by-law in accordance with the by-laws for the benefit of lots in the scheme;
2. if required, to include services location diagrams(s) for all service easements for:
  - a. standard format lots included in the scheme; and
  - b. common property for the standard format lots, and
3. if required, to identify the lots affected in schedule D by a statutory easement together with an explanation identifying the type of statutory easement.

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

**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*

*Office use only*  
**CMS LABEL NUMBER**

**1. Name of community titles scheme**  
Rochedale Outlook Community Titles Scheme

**2. Regulation module**  
Accommodation Module

**3. Name of body corporate**  
Body Corporate for Rochedale Outlook Community Titles Scheme

<b>4. Scheme land</b>	Title Reference
Lot on Plan Description	
See enlarged panel	

**5. #Name and address of original owner**  
Heran Consolidated Pty Ltd A.C.N. 125 668 260  
301 – 302 / 50 Marine Parade,  
Southport Qld 4215

**6. Reference to plan lodged with this statement**  
SP 286786

# first community management statement only

**7. Local Government community management statement notation**

.....signed

.....name and designation

.....name of Local Government

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

Brian Joseph Heran, Chairperson for and on behalf of the body corporate for  
Rochedale Outlook Community Titles Scheme \_\_\_\_\_

/ /  
**Execution Date**

.....  
**\*Execution**

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

**Privacy Statement**

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see <http://www.nrw.qld.gov.au/about/privacy/index.html>

Rochedale Outlook Community Titles Scheme

4. Scheme land

Lot on Plan Description	Title Reference
LOT 1 ON SP 286784	51179063
LOT 2 ON SP 286784	51179064
LOT 3 ON SP 286784	51179065
LOT 4 ON SP 286784	51179066
LOT 5 ON SP 286784	51179067
LOT 6 ON SP 286784	51179068
LOT 7 ON SP 286784	51179069
LOT 8 ON SP 286784	51179070
LOT 9 ON SP 286784	51179071
LOT 10 ON SP 286784	51179072
LOT 11 ON SP 286784	51179073
LOT 12 ON SP 286784	51179074
LOT 13 ON SP 286784	51179075
LOT 14 ON SP 286784	51179076
LOT 23 ON SP 286784	51179077
LOT 24 ON SP 286784	51179078
LOT 25 ON SP 286784	51179079
LOT 26 ON SP 286784	51179080
LOT 27 ON SP 286784	51179081
LOT 28 ON SP 286784	51179082
LOT 29 ON SP 286784	51179083
LOT 30 ON SP 286784	51179084
LOT 61 ON SP 286784	51179085
LOT 62 ON SP 286784	51179086
LOT 15 ON SP 286785	51190114
LOT 16 ON SP 286785	51190115
LOT 17 ON SP 286785	51190116
LOT 18 ON SP 286785	51190117
LOT 19 ON SP 286785	51190118
LOT 20 ON SP 286785	51190119
LOT 21 ON SP 286785	51190120
LOT 22 ON SP 286785	51190121
LOT 31 ON SP 286785	51190122
LOT 32 ON SP 286785	51190123
LOT 33 ON SP 286785	51190124
LOT 34 ON SP 286785	51190125
LOT 35 ON SP 286785	51190126
LOT 36 ON SP 286785	51190127
LOT 37 ON SP 286785	51190128
LOT 38 ON SP 286785	51190129
LOT 39 ON SP 286785	51190130
LOT 40 ON SP 286785	51190131
LOT 41 ON SP 286785	51190132
LOT 42 ON SP 286785	51190133

Rochedale Outlook Community Titles Scheme

4. Scheme land (continued)

Lot on Plan Description	Title Reference
LOT 43 ON SP 286785	51190134
LOT 44 ON SP 286785	51190135
LOT 45 ON SP 286785	51190136
LOT 46 ON SP 286785	51190137
LOT 47 ON SP 286785	51190138
LOT 48 ON SP 286785	51190139
LOT 49 ON SP 286785	51190140
LOT 50 ON SP 286785	51190141
LOT 51 ON SP 286785	51190142
LOT 52 ON SP 286785	51190143
LOT 53 ON SP 286786	TO ISSUE
LOT 54 ON SP 286786	TO ISSUE
LOT 55 ON SP 286786	TO ISSUE
LOT 56 ON SP 286786	TO ISSUE
LOT 57 ON SP 286786	TO ISSUE
LOT 58 ON SP 286786	TO ISSUE
LOT 59 ON SP 286786	TO ISSUE
LOT 60 ON SP 286786	TO ISSUE
LOT 63 ON SP 286786	TO ISSUE
LOT 64 ON SP 286786	TO ISSUE
LOT 65 ON SP 286786	TO ISSUE
LOT 66 ON SP 286786	TO ISSUE
LOT 67 ON SP 286786	TO ISSUE
LOT 68 ON SP 286786	TO ISSUE
LOT 69 ON SP 286786	TO ISSUE
LOT 70 ON SP 286786	TO ISSUE
LOT 71 ON SP 286786	TO ISSUE
LOT 72 ON SP 286786	TO ISSUE
LOT 73 ON SP 286786	TO ISSUE
LOT 74 ON SP 286786	TO ISSUE
LOT 75 ON SP 286786	TO ISSUE
LOT 76 ON SP 286786	TO ISSUE
LOT 77 ON SP 286786	TO ISSUE
LOT 78 ON SP 286786	TO ISSUE
LOT 79 ON SP 286786	TO ISSUE
LOT 80 ON SP 286786	TO ISSUE
LOT 81 ON SP 286786	TO ISSUE

<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
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Lot on Plan	Contribution	Interest
LOT 1 ON SP 286784	1	1
LOT 2 ON SP 286784	1	1
LOT 3 ON SP 286784	1	1
LOT 4 ON SP 286784	1	1
LOT 5 ON SP 286784	1	1
LOT 6 ON SP 286784	1	1
LOT 7 ON SP 286784	1	1
LOT 8 ON SP 286784	1	1
LOT 9 ON SP 286784	1	1
LOT 10 ON SP 286784	1	1
LOT 11 ON SP 286784	1	1
LOT 12 ON SP 286784	1	1
LOT 13 ON SP 286784	1	1
LOT 14 ON SP 286784	1	1
LOT 23 ON SP 286784	1	1
LOT 24 ON SP 286784	1	1
LOT 25 ON SP 286784	1	1
LOT 26 ON SP 286784	1	1
LOT 27 ON SP 286784	1	1
LOT 28 ON SP 286784	1	1
LOT 29 ON SP 286784	1	1
LOT 30 ON SP 286784	1	1
LOT 61 ON SP 286784	1	1
LOT 62 ON SP 286784	1	1
LOT 15 ON SP 286785	1	1
LOT 16 ON SP 286785	1	1
LOT 17 ON SP 286785	1	1
LOT 18 ON SP 286785	1	1
LOT 19 ON SP 286785	1	1
LOT 20 ON SP 286785	1	1
LOT 21 ON SP 286785	1	1
LOT 22 ON SP 286785	1	1
LOT 31 ON SP 286785	1	1
LOT 32 ON SP 286785	1	1
LOT 33 ON SP 286785	1	1
LOT 34 ON SP 286785	1	1
LOT 35 ON SP 286785	1	1
LOT 36 ON SP 286785	1	1
LOT 37 ON SP 286785	1	1
LOT 38 ON SP 286785	1	1
LOT 39 ON SP 286785	1	1
LOT 40 ON SP 286785	1	1
LOT 41 ON SP 286785	1	1
LOT 42 ON SP 286785	1	1
LOT 43 ON SP 286785	1	1
LOT 44 ON SP 286785	1	1
LOT 45 ON SP 286785	1	1
LOT 46 ON SP 286785	1	1
LOT 47 ON SP 286785	1	1
LOT 48 ON SP 286785	1	1
LOT 49 ON SP 286785	1	1
LOT 50 ON SP 286785	1	1
LOT 51 ON SP 286785	1	1
LOT 52 ON SP 286785	1	1
LOT 53 ON SP 286786	1	1
LOT 54 ON SP 286786	1	1
LOT 55 ON SP 286786	1	1
LOT 56 ON SP 286786	1	1

LOT 57 ON SP 286786	1	1
LOT 58 ON SP 286786	1	1
LOT 59 ON SP 286786	1	1
LOT 60 ON SP 286786	1	1
LOT 63 ON SP 286786	1	1
LOT 64 ON SP 286786	1	1
LOT 65 ON SP 286786	1	1
LOT 66 ON SP 286786	1	1
LOT 67 ON SP 286786	1	1
LOT 68 ON SP 286786	1	1
LOT 69 ON SP 286786	1	1
LOT 70 ON SP 286786	1	1
LOT 71 ON SP 286786	1	1
LOT 72 ON SP 286786	1	1
LOT 73 ON SP 286786	1	1
LOT 74 ON SP 286786	1	1
LOT 75 ON SP 286786	1	1
LOT 76 ON SP 286786	1	1
LOT 77 ON SP 286786	1	1
LOT 78 ON SP 286786	1	1
LOT 79 ON SP 286786	1	1
LOT 80 ON SP 286786	1	1
LOT 81 ON SP 286786	1	1
<b>TOTALS</b>	<b>81</b>	<b>81</b>

#### CALCULATION OF CONTRIBUTION SCHEDULE OF LOT ENTITLEMENTS

The contribution schedule lot entitlements for the scheme have been decided in accordance with the equality principle under s46(7) of the Body Corporate and Community Management Act 1997.

The Contribution schedule lot entitlements reflect the market values of the lots in the scheme.

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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1. It is proposed that there will be only one (1) Body Corporate, the Body Corporate for the Rochedale Outlook Community Title Scheme, and that the Scheme Land will be developed by sub-division into Common Property and a total of 81 lots for residential purposes.
2. It is proposed that the Scheme Land will be sub-divided by building format plan.
3. The progressive sub-division is proposed to take place as follows:-
  - (a) Initial Stage – part of the Scheme Land will be sub-divided by building format plan into twenty-four (24) lots for residential purposes, Common Property and lot 500 (“Balance Lot”) which will be further sub-divided to create the remaining stage/s of the Development;
  - (b) Stage 2 – the Balance Lot will be sub-divided by a building format plan into thirty (30) lots for residential purposes, Common Property and lot 501 (“Balance Lot”) which will be further sub-divided to create the remaining stage of the Development; and
  - (c) Stage 3A (known as Stage 4A) – the Balance Lot will be sub-divided by a building format plan into twelve (12) lots for residential purposes, Common Property, and lot 502 (“Balance Lot”) which will be further sub-divided to create the remaining stage of the Development.
  - (d) Stage 3B (known as Stage 4B) – The Balance Lot will be sub-divided by a building format plan into fifteen (15) lots for residential purposes and Common Property.
5. Despite anything else in this Schedule the:
  - (a) order of stages; and

- (b) the number of stages; and
  - (c) the number of lots in any stage,
- may alter depending on the market demand and Council approval.

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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**DEFINITIONS**

In these by-laws, the following words have the following meaning, unless the context otherwise requires:

**“Act”** the *Body Corporate and Community Management Act 1997* as amended from time to time. If the Act is repealed, then the replacement Act.

**“Approved Drawings”** or **“Approved Drawings and Documents”** means the drawings, plans and related documents as approved under the terms of Judgement of the Planning and Environment Court dated 8 October 2015 in matter no. 3498 of 2014 and any subsequent amendments.

**“Body Corporate”** means the Body Corporate created upon the establishment of the Scheme pursuant to the Act.

**“Body Corporate Manager”** or **“Manager”** means the person appointed by the Body Corporate at any time pursuant to the Act as the manager of the Body Corporate.

**“Building”** means the building and all improvements comprised in the Development.

**“Building Manager”** means the person appointed by the Body Corporate at any time pursuant to the Act for the better management, control, use and enjoyment of the Common Property and for the better exercise and performance of the Body Corporate’s powers and duties.

**“Building Manager’s Lot”** means a lot in the Development owned by the person appointed by the Body Corporate in writing as the Service Contractor and Letting Agent for the Scheme as those terms are defined in the Act.

**“CMS”** means the Community Management Statement that is registered over the Land which benefits and burdens the Land.

**“Committee”** means the Body Corporate Committee appointed pursuant to the Act.

**“Common Property”** means the common property created upon establishment of the Scheme and being so much of the Building and Land which is not comprised in any Lot.

**“Decision Notice”** means the Decision Notice specified in the Approved Drawings and Documents.

**“Development”** means the residential complex comprising of eighty-four (81) lots for residential purposes, facilities and the Common Property of the Scheme

**“Land”** means all the land referred to in the Building Format Plan for the Scheme.

**“Letting Agent”** means the person authorised by the Body Corporate as a letting agent for the Scheme.

**“Lot”** means a lot in the Scheme.

**“Occupier”** means the Owner or a person or entity who occupies or uses a Lot with the consent of the Owner.

**“Original Owner”** means Heran Consolidated Pty Ltd A.C.N. 125 668 260.

**“Owner”** means the registered Owner from time to time of a Lot.

**“Owner’s Invitees”** or **“Invitees”** means each of the Owners or if the case may be the Occupiers officers, employees, agents, visitors, invitees, lessees, licensees, contractors and other claiming through or under the Owner or Occupier.

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

“**Scheme**” means the Rochedale Outlook Community Titles Scheme established pursuant to the Act.

### **RULES FOR INTERPRETATION**

In these by-laws unless the context indicated a contrary intention:-

- (a) references to any right, power or authority of the Body Corporate or Committee to do any thing extend to all people authorised by them;
- (b) references to a Lot, the Common Property, Building, Land or to any thing includes any part of it;
- (c) any obligation on an Owner not do any act or thing includes an obligation not to permit such act or thing to be done and to prevent such act or thing being done by the Occupiers and Owner’s Invitees;
- (d) any obligation on an Owner to do any act or thing includes an obligation to ensure such act or thing is done by the Occupiers and Owner’s Invitees;
- (e) words denoting the singular include the plural number and vice versa;
- (f) words importing a gender include any gender;
- (g) words denoting a natural person include companies, partnerships, trusts, or bodies corporate;
- (h) headings are for convenience only and do not affect the interpretation of these by-laws;
- (i) derivatives of any word or expression defined in these by-laws will have a corresponding meaning;
- (j) any notice to be given or any consent or approval required to be obtained from the Body Corporate or Committee under these by-laws must be given to obtained in writing; and
- (k) anything to be done by the Body Corporate may be done by the Committee if authorised by the Act.

### **BY-LAWS**

#### 1. Vehicles

- (a) An Owner must not, without the Committee’s written approval:
  - (i) park a vehicle, or allow a vehicle to stand, on the Common Property; or
  - (ii) 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.
- (b) An approval under sub-section (a) must state the period for which it is given, with the exception of designated visitor parking.
- (c) However, the Committee may cancel the approval issued under sub-section 1(a) by giving seven (7) days written notice to the Owner, with the exception of designated visitor parking.

#### 2. Roads and Other Common Property

An Owner shall not:-

- (a) obstruct the roadways, pathways, drives and other Common Property and any easement giving access to the Land or be used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided;

- (b) drive or permit to be driven any vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any Building erected on the Land, and any vehicles entitled by any statute and/or local authority ordinances;
- (c) permit any Invitees' vehicles to be parked on the roadway forming part of the Common Property at any time. Any Invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking;
- (d) exceed the speed limit of 5 kilometres per hour.

### 3. Car Spaces

- (a) The following vehicles are permitted to be parked in the Lot's allocated car space: motor car or motor bike.
- (b) The following vehicles are only permitted after obtaining the written approval of the Committee: boat, trailer, caravan, campervan or mobile home.
- (c) All vehicles shall at all times be kept in a roadworthy and the like condition and the car space is to be tidy and free of all litter.
- (d) The Body Corporate has the authority of the Owner of a Lot and is empowered to organise cleaning services for the car park spaces forming part of a Lot or the subject of exclusive use areas and to pay for any such service out of administration fund levies.

### 4. Car Wash Bay

- (a) The Car Wash Bay located in Development (if any) is to be available for use by all Owners and Occupiers.
- (b) When using the Car Wash Bay an Owner or Occupier must ensure:-
  - (i) the Car Wash Bay is only used between the hours of 9.00am and 7.00pm or as otherwise determined by the Committee;
  - (ii) the Car Wash Bay is only used by an Owner or Occupier;
  - (iii) no use shall be made of the Car Wash Bay which involves damage, inconvenience or nuisance to any other Owner or Occupier or Invitee nor which causes damage to the surface, fixture or fittings of the Car Wash Bay;
  - (iv) water is not wasted by ensuring all taps are promptly turned off after use;
  - (v) the Car Wash Bay is only be used for its intended purposes;
  - (vi) the Car Wash Bay is kept clean and not left it in an untidy or littered state after use.

### 5. Obstruction

An Owner shall not obstruct lawful use of the Common Property by any person.

### 6. Damage to Common Property

An Owner shall not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Common Property; or
- (b) except with the consent in writing of the Committee, use for his own purposes as a garden any portion of the Common Property;
- (c) mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property unless written approval if given by the Committee.

### 7. Depositing Rubbish etc. on Common Property

An Owner shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any person lawfully using the Common Property.

8. Garbage Disposal

An Owner shall:

- (a) save where the Body Corporate provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) only dispose of rubbish in ways approved by or specified by the Committee;
- (c) comply with all local authority by laws and ordinances relating to the disposal of garbage;
- (d) ensure that the health, hygiene and comfort of the Owner of any other Lot is not adversely affected by their disposal of garbage;
- (e) shall not restrict access to the Common Property by the Council or Body Corporate, or their contractors or workmen, in collecting and disposing of rubbish;

9. Appearance of Buildings

- (a) The Committee has established rules and standards (including specifications) in relation to items affecting the appearance of a Building. An Owner must comply with any such rules and standards. Such standards include:-
  - (i) An Owner shall not hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their Lot in such a way as to be visible from the Common Property or any other Lot.
  - (ii) An Owner shall not cause to have erected any sign, advertisement, placard, banner, pamphlet or like matter on any part of the Common Property whatsoever.
  - (iii) An Owner shall not close in balconies or terraces (which must remain unenclosed with no shutters, glazing, louvers or similar permanent structures unless otherwise approved by the Council).
  - (iv) An Owner shall not erect on their Lot or any part of the Common Property outside wireless and television aerials and satellite dishes (or similar devices) without the written permission of the Committee.
  - (v) An Owner of a Lot which contains a balcony, terrace or garden area, pot plants or planter box is responsible for the maintenance of such balcony, terrace or garden area, pot plant or planter box, whether it is part of the title to the Lot or part of the Lot by way of exclusive use.
  - (vi) An Owner must ensure that all trees, shrubs, creepers and plants in or on any balcony, terrace or garden area, pot or planter box contained on their Lot:
    - (1) are kept and maintained in good health and condition;
    - (2) do not extend beyond the boundaries of the Lot; and
    - (3) do not obstruct the views from any other Lot or interfere with the use and enjoyment of any other Lot.
  - (vii) An Owner must take care when watering or carrying out maintenance so as to cause minimum disturbance to any other Owner or Occupier.
- (b) The Committee may implement any additional rules and standards as it considers appropriate.

10. Inflammable Liquids Gases or Other Materials

An Owner shall not bring to, do or keep anything in their Lot which shall increase the rate of fire insurance on any other Lot or the Common Property of the Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any other Lot or the Common Property of the Scheme or the regulations or ordinances of any public authority for the time being in force. Gas cooking barbecues are permitted within the Lots.

11. Keeping of Animals

- (a) Subject to the provision of the Act an Owner shall not keep any animal upon its Lot or the Common Property without the prior written approval of the Committee.
- (b) Upon written approval of the Committee, an Owner may keep a maximum of one small dog or cat in the Lot as long as the animal:
  - (i) does not disturb others; and
  - (ii) is a domesticated pet; and
  - (iii) is toilet trained; and
  - (iv) weighs less than 10 kg.
- (c) In addition to the criteria set out in sub-section 11(b), the Committee may implement any further conditions/criteria as it deems appropriate.
- (d) If challenged, the Owner has the onus of proof (balance of probabilities) with respect to the matters contained in this by-law. The Body Corporate may order an animal to be removed from the Lot if the animal does not meet all of the criteria set out in this by-law and by the Committee.

12. Auction Sales

An Owner shall not permit any auction sale to be conducted or to take place in their Lot or within any part of the Development without the prior written approval of the Committee.

13. Right of Entry

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

14. Dividing Fences

An Owner shall not erect any fence on the Lot without the written approval of the Committee and unless the same is of a construction approved by the Committee.

15. Noise

- (a) An Owner shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of any other Owner or Occupier or of any person lawfully using the Common Property. In particular, an Owner shall not hold or permit to be held any social gathering in their Lot which would cause any noise which unlawfully interferes with the peace and quietness of any other Owner or Occupier, at any time of day or night and in particular shall comply in all respects with the *Noise Abatement Act 1979* and the *Environmental Protection (Noise) Policy 1997*, as amended.
- (b) In the event of any unavoidable noise in a Lot at any time, the Owner shall take all practical means to minimise annoyance to other Owners or Occupiers by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose.
- (c) Invitees leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an Owner or Occupier returns to or leaves their Lot after 10.00pm and before 7.00am.

- (d) An Owner shall not operate or permit to be operated within their Lot or any part of the Common Property any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot.

16. Use of Lots

An Owner shall not use that Lot or permit the same to be used otherwise than as a residence, except for the Building Manager's Lot which may be used in accordance with by-law 40 and save and except the Original Owner who may use or cause to be used any Lot in accordance with by-law 32, nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Development.

17. Infectious Diseases

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

18. Alteration to Lots and Common Property

- (a) An Owners of a Lot must not without the Committee's written approval make a change to the internal appearance or structure of the Lot at any time.
- (b) An Owner of a Lot must not without the Committee's written approval and any conditions imposed by the Committee remove or install any hard floor surfaces unless it achieves a minimum field impact isolation class of 55 under relevant Building Code Regulations and is suitably acoustically treated.
- (c) An Owner of a Lot must not interfere with any ceiling acoustic treatment.
- (d) An Owner of a Lot shall not construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuilding of any kind within or upon a Lot or on Common Property without the approval in writing of the Committee.
- (e) Any alteration made to the Common Property or any fixture or fitting attached to the Common Property by an Owner or Occupier, whether made or attached with or without the approval of the Committee, shall, unless otherwise provided by resolution of a general meeting or of a meeting of the Committee, be repaired and maintained by that Owner of which the aforesaid Owner was such Owner.
- (f) There shall be no external structural alterations or extensions or repainting to a Lot without written approval of the Committee. An Owner shall submit to the Committee all plans and specifications for any such structural alteration or extension.
- (g) An Owner shall not alter the external colour scheme of their Lot without the written approval of the Committee pursuant to a resolution of a meeting of the Body Corporate. In giving such approvals, the Committee shall ensure so far as practicable that the external colour scheme used in all Lots presents a uniform appearance when viewed from Common Property or any other Lot and complies with the Decision Notice.

19. Window Coverings / Tinting

An Owner shall not install, remove or replace any window coverings (including without limitation, a shutter, curtain, curtain backing, blind or window tinting) unless the colour and design has the written approval of the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtain backing and window tinting used in all Lots presents a uniform appearance when viewed from Common Property or any other Lot.

20. Maintenance of Lots

- (a) An Owner shall be responsible for the maintenance of their Lot and shall ensure that their Lot is so kept and maintained as not to be offensive in appearance to any other Owner of Occupier through the accumulation of excess rubbish or otherwise.

- (b) All Lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making Lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other Lots.
- (c) The Body Corporate shall be responsible for the care and maintenance of the garden area between the front of the Building created on each Lot and the Common Property adjoining the roadway to ensure uniformity of appearance of all Lots within the Development.

#### 21. Security for Lots

- (a) An Owner or person authorised by him is permitted to install:-
  - (i) any locking or other safety device for protection of their Lot against intruders; or
  - (ii) any screen or other device to prevent entry of animals or insects upon their Lot,provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the Owner and does not detract from the amenity of the Building. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.
- (b) The Committee may install a security system or systems in the Building including implement security procedures and security equipment designed to prevent unauthorised entry to the Building.

The Committee may operate the security system itself or delegate that responsibility to someone else or retain someone else to operate the security system (including the Building Manager).
- (c) Owners and Occupiers of a Lot must comply with the security systems and must not do anything that may detrimentally affect a security system or its operation.
- (d) Owners and Occupiers shall ensure any Common Property doors or opening devices are securely fastened and locked as appropriate (subject to any fire safety regulations).
- (e) The Body Corporate is not liable for any loss or damage suffered to persons or property because:-
  - (i) the security system fails or there is unauthorised entry to any part of the Common Property; or
  - (ii) the security system is not operating.

#### 22. Replacement of Glass

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

#### 23. Taps

An Owner shall not waste water and shall see that all water taps in their Lot are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month, then the stopcock on the hot water system must be turned off.

#### 24. Water Closets and Conveniences

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Owner whether the same is caused by their own actions or their Invitees or Occupiers.

#### 25. Behaviour of Invitees

- (a) An Owner shall take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or of any person lawfully using Common Property.
- (b) An Owner shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Owner or their Invitees or Occupiers.
- (c) An Owner of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to them under any such lease or licence agreement, to ensure that any Occupier or their Invitees comply with the provisions of the by-laws.
- (d) The duties and obligations imposed by these by-laws on an Owner shall be observed not only by the Owner but also by the Occupiers and the Owner's Invitees.
- (e) Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or Invitees or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner at the time when the breach occurred.

26. Notice of Defect

An Owner shall give the Committee and/or the Building Manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures on their Lot or any part of the Common Property which comes to their knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the Development and improvements contained within it as often as may be necessary.

27. Duties of the Body Corporate

- (a) The Body Corporate shall ensure that the overall appearance of the Development shall remain uniform and as such will perform the duty of the Owners to repaint the external surfaces of all Buildings requiring such repainting situated within the Development and will ensure that all such external surfaces are kept in a state of good repair and reasonable wear and tear, not unlike the duties of a Body Corporate constituted by the registration of a building format plan.

All expenses incurred as a result of this by-law shall be paid from funds contributed to the sinking fund.

- (b) Authority to expend funds in excess of the prescribed amount pursuant to the Act to perform work required by this by-law may be given to the Committee by an ordinary resolution of the Body Corporate at a general meeting to which at least two quotations for the performance of this work have been tabled for consideration.

- (c) Insurance

- (i) In addition to insurance effected pursuant to the Act, the Body Corporate shall insure and keep insured all Buildings within the Development and any improvements thereon under a damage policy to the reinstatement or replacement value thereof.

- (ii) The Body Corporate shall effect and keep current in respect of all improvements made in the Development, property damage insurance in the joint names of those persons recorded from time to time on the roll as Owners of the Lots in the Scheme in an amount nominated by the Body Corporate in a general meeting from time to time. Such insurance shall be taken out with a reputable insurance company and shall cover the rebuilding and/or repair of the Buildings due to damage and destruction by fire, storm, tempest, explosion or any other occurrence usually provided for in such insurance cover.

- (iii) All insurance premiums payable by the Body Corporate under this by-law shall be paid from funds contributed to the Administrative Fund.

- (iv) An Owner shall be responsible for the insurance of Owners fixtures as defined in the Act including all electrical equipment, carpets, drapes and improvements within their Lot.

28. Use of Swimming Pool

- (a) A swimming pool and surrounding areas ("Swimming Pool Area") located on the Common Property (if any) are intended to be used for the purposes of a swimming pool and associated community and recreational purposes by Owners and Occupiers and their Invitees. The Body Corporate shall be responsible for the maintenance of and operating costs of the Swimming Pool Area.
- (b) The rules for use of the Swimming Pool Area located on the Common Property are as follows:-
- (i) the Swimming Pool Area may only be used between the hours of 9.00am and 7.00pm or as otherwise determined by the Committee;
  - (ii) the Swimming Pool Area may only be used by an Owner or Occupier and their Invitees accompanied by the Owner or Occupier;
  - (iii) glass items must not be taken within the Swimming Pool Area;
  - (iv) the gates surrounding the Swimming Pool Area must be closed immediately after entry or exit;
  - (v) alcoholic beverages are not taken to or consumed within the Swimming Pool Area;
  - (vi) there is to be no smoking within the Swimming Pool Area;
  - (vii) children below the age of thirteen (13) years are not permitted within Swimming Pool Area unless accompanied by an adult Owner or Occupier exercising effective control over them;
  - (viii) persons must not allow an animal within the Swimming Pool Area;
  - (ix) Owners or Occupiers and their Invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Swimming Pool Area by other persons;
  - (x) people using the Swimming Pool Area must use it only for its intended purposes, keep it clean and not leave it in an untidy or littered state;
  - (xii) the Body Corporate has the power to pass and change rules setting minimum dress standards for people in the Swimming Pool Area.
- (c) The Body Corporate may close the Swimming Pool Area for maintenance purposes.
- (d) In addition to the rules set out in sub-section (b), the Committee may implement any further rules in relation to the Swimming Pool Area as it deems appropriate.

#### 29. Maintenance of Swimming Pool

An Owner shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the same.

#### 30. Use of Barbecue Area

- (a) A barbeque and associated facilities ("Barbeque Area") located on the Common Property (if any) are intended to be used for the purposes of a barbeque and associated community and recreational purposes by Owners and Occupiers and their Invitees. The Body Corporate shall be responsible for the maintenance of and operating costs of the Barbeque Area.
- (b) The rules for use of the Barbeque Area located on the Common Property are as follows:-
- (i) the Barbeque Area may only be used between the hours of 9.00am and 7.00pm or as otherwise determined by the Committee;
  - (ii) the Barbeque Area may only be used by an Owner or Occupier and their Invitees accompanied by the Owner or Occupier;

- (iii) No use shall be made of the Barbecue Area which involves damage, inconvenience or nuisance to any Owner or Occupier or Invitee nor which causes damage to the surface, fixture or fittings of the Barbecue Area;
  - (iv) alcoholic beverages are not taken to or consumed within the Barbeque Area;
  - (v) there is to be no smoking within the Barbeque Area;
  - (vi) persons must not allow an animal within the Barbeque Area;
  - (vii) people using the Barbeque Area must use it only for its intended purposes, keep it clean and not leave it in an untidy or littered state.
- (c) The Body Corporate may close the Barbeque Area for maintenance purposes.
- (d) In addition to the rules set out in sub-section (b), the Committee may implement any further rules in relation to the Barbeque Area as it deems appropriate.

31. Intentionally Deleted

32. Display Unit

While the Original Owner remains an Owner whether by lease, licence or otherwise of any Lot, it and its officers, servants and/or agents shall be entitled to use any Lot of which it remains an Owner as a display Lot and shall be entitled to allow prospective purchasers or any other person with the authority of the Original Owner to inspect any such Lot and for such purposes shall be entitled to use such signs, advertising or display material in or about the Lot and the Development as it thinks fit. Such signs shall be attractive and tasteful having regard to the general appearance of the Development and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary.

33. Instructions to Contractors etc.

An Owner shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

34. Correspondence

All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

35. Requests to the Secretary

An Owner shall direct all requests for consideration of any particular matter to be referred to the Committee or to the Secretary and not to the Chairman or any member of the Committee.

36. Notices

An Owner and their Invitees shall observe the terms of any notice displayed in the Common Property by authority of the Committee or of any statutory authority.

37. Copy of By-Laws to be Produced Upon Request

Where any Lot or Common Property is leased or rented, otherwise than to an Owner, the lessor or, as the case may be, landlord shall upon the request of the lessee or tenant produce or cause to be produced to the lessee or tenant for their inspection a copy of these by-laws for the time being in force in respect of the plan.

38. Power of Committee

The Committee may make rules relating to the Common Property and in particular in relation to the Swimming Pool Area, Barbecue Area, Gymnasium Facility or any other facilities provided, not inconsistent with these by-laws and

the same shall be observed by the Owners or Occupiers and their Invitees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

39. Recovery of Costs

An Owner shall pay on demand the whole of the Body Corporate costs and expenses (including solicitor and own client costs), which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such Owner by the Body Corporate pursuant to the Act. Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or their Invitees or any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

(a) Interest

If a contribution levied under the Act is unpaid thirty (30) days after it falls due for payment, then the amount of the unpaid contribution will bear interest at an annual rate to be determined by the Committee from time to time. If no such resolution has been made, then at a rate of 2% per month or any part thereof.

(b) Joint Liability

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

(c) Character of Interest

The amount of any interest is recoverable by the Body Corporate as a liquidated debt.

40. Management of the Common Property and Special Privileges Use of Common Property

(a) The Building Manager's Lot may be used for residential purposes and for the purposes of management of the Scheme and for the letting of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers as are authorised in writing by the Body Corporate.

(b) The Owner or Occupier of the Building Manager's Lot may without the consent of the Committee display signs or notices for the purposes of offering for lease or for letting any Lot in the Scheme in or about the Common Property for the purposes aforesaid.

(c) The Body Corporate shall grant to the Owner or Occupier of the Building Manager's Lot the right to carry on the business of letting of Lots in the Scheme within the Development and for that purpose shall enter into from time to time an appropriate agreement on such terms and conditions as the Body Corporate may deem fit.

(d) For as long as there is in existence an agreement with the Body Corporate for a Building Manager to provide services for the control, management and administration of the Common Property (a "Caretaking Agreement") and/or an agreement for a Letting Agent to provide letting and ancillary services to such Owners or Occupiers who wish to avail themselves of such services (a "Letting Agreement") then:-

(i) The Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Caretaking Agreement and/or Letting Agreement;

(ii) The Body Corporate will not enter into with any other person or entity an agreement similar to the Caretaking Agreement and/or Letting Agreement;

(iii) The Building Manager and/or Letting Agent will be entitled to erect or display signs or notices in or on the Common Property advertising any of the services it provides pursuant to the Caretaking Agreement and/or Letting Agreement «delete»;

(iv) The Body Corporate confers on the Building Manager and/or Letting Agent special privileges in respect of the whole of the Common Property to use same in connection with the business carried out pursuant to the Caretaking Agreement and/or Letting Agreement «delete»;

(v) The Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business from within the Development nor must the Body Corporate (or

any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the Development; and

- (vi) The Body Corporate must not make any part of the Common Property available to any person or corporation for the purpose of conducting a letting business.
- (e) The Body Corporate may use or authorise the use of appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties pursuant to the Act in respect of any Common Property. These areas may be locked and access prohibited without the authority of the Body Corporate.

#### 41. Restricted Access Areas

The Body Corporate must ensure that any parts of the Common Property used for:-

- (a) electrical substations or control panels; or
- (b) fire service control panels; or
- (c) telephone exchanges; or
- (d) swimming pool pump room; or
- (e) other services to the Lots and Common Property,

are kept locked unless there is a legal requirement to the contrary. Owners or Occupiers of a Lot may not enter or open or tamper with such areas without the consent of the Body Corporate.

#### 42. Exclusive Use

- (a) The Owner for the time being of each Lot set out in Schedule E is entitled to the exclusive use and enjoyment of that part of the Common Property allocated to the Lot in Schedule E shown and marked on the sketch plan attached and marked Annexure "2" for the purpose of a Courtyard.
- (b) The Owner of a Lot having exclusive use and enjoyment of the courtyard and/or terrace area pursuant to this by-law shall keep the courtyard and/or terrace area together with the fixtures attached in a clean and tidy condition and in a state of good and serviceable repair.
- (c) The Owner of each of the Lots is responsible for the cost of the maintenance and operating costs of the exclusive use area granted to it.

#### 43. Moving of Furniture

An Owner shall give at least twenty-four (24) hours notice to the Body Corporate or its representative before any furniture, fittings or equipment may be moved in or out of any Lot. Any such moving must be done in a manner and at the time directed by the representative of the Body Corporate PROVIDED THAT nothing restricts the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage cannot be occasioned to any items of Common Property or of property belonging to the Owner of any other Lot. The cost to repair any damage resulting from such movement shall be borne by the Owner.

#### 44. Development Approval Conditions

The Body Corporate and Owners and Occupiers acknowledge that the following conditions of the Decision Notice apply to the Development and to the extent that such conditions are not separately set out in this Community Management Statement or otherwise provided for the establishment of the Scheme, the Body Corporate and Owners or Occupiers agree as follows: -

- (a) All balconies shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those consistent with the relevant "Brisbane City Plan 2000 – Residential Design – Low, Character and Low-medium Density Code" and clearly depicted on the approved drawings.

- (b) Pedestrian and vehicle access is to be provided and maintained at all times via common property from Francis Avenue to the area shown as Stage 4 on the plans.
- (c) The driveway, including any associated landscaping, visitor parking spaces, disabled parking space and vehicle turning areas as shown on the approved plans of layout shall form part of the common property and shall not be designated for the exclusive use of any unit. The visitor parking spaces are to remain available for use by all bona-fide visitors, guests or invitees of the site's tenants.
- (d) Provision on site for a minimum of eleven visitor parking spaces (in Stage 3) to remain common property and shall not be included within an exclusive use area.
- (e) The site entrance and visitor parking bays are not to be fitted with roller door, gate or similar device preventing access to visitor parking bays.
- (f) Screening for any externally mounted air conditioning or mechanical plant installations in accordance with the following requirements:
  - (i) No unscreened installations on the proposed development are to be visible from the surrounding sites; and
  - (ii) Any installations which are required to be located on roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements of this development package and so as to integrate in a complementary manner with the overall design of the roof, wall or garden area in which the installation is to be located.
- (g) Refuse and recyclable bins are to be stored and to be collected from the nominated refuse storage/collection points;
- (h) All sealed traffic areas must be cleaned as necessary to prevent emissions of particulate matter;
- (i) All landscaped areas are to be maintained generally in accordance with the certified landscape plans;
- (j) Trees are to be maintained regularly to achieve their ultimate height and form by a qualified Arborist in accordance with AS 4373;
- (k) Maintain a directional visitor parking sign at the vehicle entrances to the site adjacent to or clearly visible from the vehicle entrance to the site;
- (l) Maintain the acoustic damping of any metal grills, metal plates or similar subject to vehicular traffic to prevent environmental nuisance.

#### 45. Energy Supply

- (a) If permitted by relevant legislation governing the supply of electricity and/or gas ("Energy") the Body Corporate may:-
  - (i) establish and maintain an electricity supply system and/or gas supply system ("System") for the Development; and
  - (ii) as an on-supplier:-
    - (1) purchase Energy from an Energy supplier; and
    - (2) on-supply Energy to Owners.
- (b) The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:-
  - (i) the supply of Energy to the Body Corporate by an Energy supplier;
  - (ii) the on-supply of Energy to Owners;

(iii) service infrastructure uses in connection with the System,

including, without limitation, agreements contemplated by the Regulation Module for the Scheme setting out the basis on which charges are made for supply of Energy and the recovery of the costs to the Body Corporate of supplying that service.

- (c) The Body Corporate must calculate charges for Energy supply to Owners only as permitted under the relevant legislation governing on-supply or, if there is not applicable legislative provision, levy charges only to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the service to Owners.
- (d) If the Body Corporate charges Owners a tariff rate for the supply of Energy which is higher than the rate at which the Body Corporate purchases Energy from the supplier, any surplus funds generated in the hands of the Body Corporate as a result must be applied by the Body Corporate to its administrative fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of the Owners.
- (e) If the Body Corporate operates and maintains a System under this by-law, it may:-
- (i) enter into agreements with Owners for the supply of Energy through the System, setting out the terms on which the Body Corporate will charge for the provision of services under the System and recover the costs of providing that service (as required by the Act and the Regulation Module for the Scheme) including charges for:-
- (1) Energy supply;
  - (2) installation and connection to the System;
  - (3) servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Owner;
  - (4) disconnection and reconnection fees;
  - (5) advance payments or security deposits to be provided in connection with Energy supply through the System.
- (ii) establish the basis of Energy charges for those Owners which are not supplied by separate meter (if any) and for any Common Property based on an estimate of consumption taking into account the number and type of fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Owner or the Body Corporate;
- (iii) establish a system of accounts and invoices in connection with the supply of Energy through the System and render those accounts to Owners as appropriate;
- (iv) recover any amounts when due and payable from any Owner under applicable accounts rendered and if an account is unpaid by the due date:
- (1) recover any unpaid amount as a liquidated debt;
  - (2) recover interest on any unpaid account;
  - (3) disconnect the supply of Energy to the relevant Owner;
  - (4) charge a reconnection fee to restore Energy supply to that Owner;
  - (5) increase the advance payment or security deposit for Energy supply to the relevant Owner.
- (f) The Body Corporate is not liable for any loss or damage suffered by any Owner as a result of any failure of the supply of Energy due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.
- (g) The Body Corporate is not required to supply any Owner with Energy to any greater extent than the authority from which the Body Corporate obtains supply could provide at any given time.

- (h) Each Owner must:-
- (i) allow the Body Corporate and its agents, contractors, or employees access to any service infrastructure used in connection with Energy supply under the System;
  - (ii) comply with all requirements of the Body Corporate imposed in connection with Energy supply through the System;
  - (iii) maintain any service infrastructure used in connection with the System and which is located in or on a Lot and which is used in connection with Energy supply under the System.
- (i) Nothing in this by-law obliges an Owner to purchase Energy from the Body Corporate or limits or restricts the rights of any Owner to utilise service infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

46. Bulk Supply of Utilities

The Body Corporate may at its election supply or engage another person to supply utilities in the Land and in such case the following will apply:-

- (a) "Utility" means: water (portable and non-portable), telecommunications, cable TV and the like;
- (b) the Body Corporate has the power to enter into a contract for the purchase of reticulated Utility, on the most economical basis, for the whole of the Land from the relevant Authority;
- (c) the Body Corporate has the power to sell reticulated Utility to each Owner or Occupier in the Scheme;
- (d) each Owner or Occupier must purchase and use all Utility consumed in the Owner's or Occupier's Lot direct from the Body Corporate and must not purchase Utility from any other source;
- (e) the Body Corporate is not required to supply to any Owner or Occupier Utility requirements beyond those requirements which the relevant Authority could supply at any particular time;
- (f) the Body Corporate may charge for the services (including for the installation of, and the costs associated with, utility infrastructure for the services) but only to the extent necessary for reimbursing the Body Corporate for supplying the services;
- (g) the Body Corporate may render accounts to each Owner or Occupier and such accounts are payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- (h) in respect of an account which has been rendered pursuant to this by-law, then an Owner or Occupier is liable, jointly and severally with any person who was liable to pay that account when the Owner or Occupier became the Owner or Occupier of that Lot;
- (i) in the event that a proper account for the supply of reticulated Utility is not paid by its due date for payment, then the Body Corporate is entitled to:-
  - (i) 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; and/or
  - (ii) disconnect the supply of reticulated Utility to the relevant Lot;
- (j) the Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- (k) the Body Corporate may, from time to time, determine a security deposit to be paid by each Owner or Occupier who is connected to the supply of the reticulated Utility as a guarantee against non-payment of accounts for the supply of the reticulated Utility.

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

Each of the Lots in the Scheme<sup>1</sup> may be affected by the following statutory easements pursuant to Section 67 to 70 of the *Body Corporate & Community Management Act 1997*:-

- (1) easements for support;
- (2) easements in favour of lots for utility services and utility infrastructure;
- (3) easements in favour of Common Property for utility services and utility infrastructure;
- (4) easements for shelter;
- (5) easements for projections;
- (6) easements for maintenance or replacement of a building on or close to the boundary of a lot.

*<sup>1</sup> Some or all of the lots may not be affected by each of the statutory easements. This provision will be finalised in the CMS on or by registration*

2. Services Easements and Services Location Diagram

Each of the Lots in the Scheme<sup>2</sup> may be affected by the Services Easements specified in the Services Location Diagram which may be required to be inserted in this document. If a diagram is attached the service easements will be created for basic utility services such as water, gas, electricity, telephone, computer data or TV lines, sewerage and drainage

*<sup>2</sup> This diagram (if applicable) will be prepared on completion of construction. Some or all of the Lots may be affected by such Service Easements. This provision will be finalised in the CMS on or by registration.*

<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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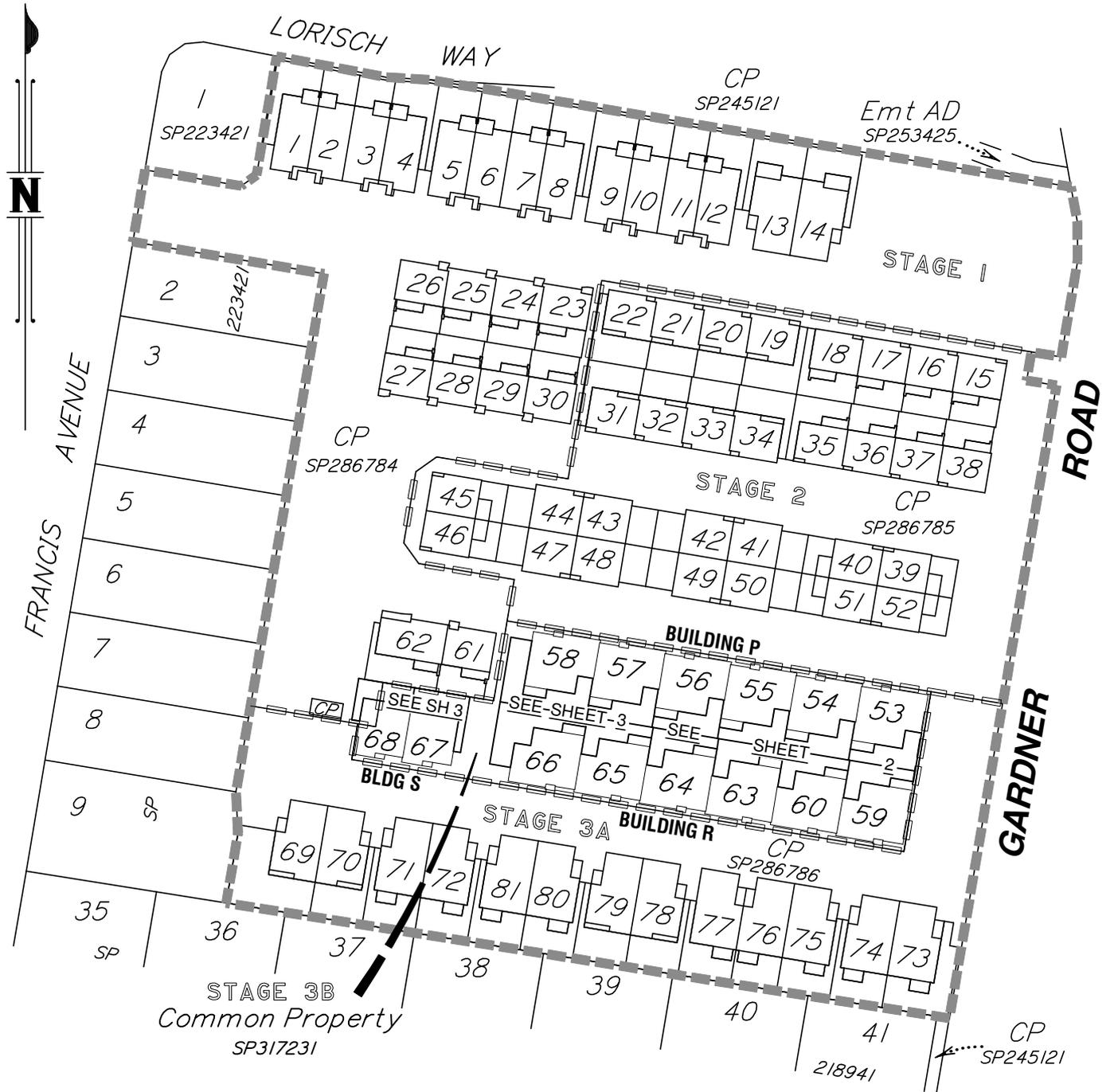
<b>LOT ON PLAN</b>	<b>EXCLUSIVE USE AREA</b>
LOT 1 ON SP 286784	1A
LOT 2 ON SP 286784	2A
LOT 3 ON SP 286784	3A
LOT 4 ON SP 286784	4A
LOT 5 ON SP 286784	5A
LOT 6 ON SP 286784	6A
LOT 7 ON SP 286784	7A
LOT 8 ON SP 286784	8A
LOT 9 ON SP 286784	9A
LOT 10 ON SP 286784	10A
LOT 11 ON SP 286784	11A
LOT 12 ON SP 286784	12A
LOT 13 ON SP 286784	13A
LOT 14 ON SP 286784	14A
LOT 15 ON SP 286785	15A
LOT 16 ON SP 286785	16A
LOT 17 ON SP 286785	17A
LOT 18 ON SP 286785	18A
LOT 19 ON SP 286785	19A
LOT 20 ON SP 286785	20A
LOT 21 ON SP 286785	21A
LOT 22 ON SP 286785	22A
LOT 23 ON SP 286784	23A
LOT 24 ON SP 286784	24A
LOT 25 ON SP 286784	25A
LOT 26 ON SP 286784	26A
LOT 27 ON SP 286784	27A
LOT 28 ON SP 286784	28A
LOT 29 ON SP 286784	29A
LOT 30 ON SP 286784	30A
LOT 31 ON SP 286785	31A
LOT 32 ON SP 286785	32A
LOT 33 ON SP 286785	33A
LOT 34 ON SP 286785	34A
LOT 35 ON SP 286785	35A
LOT 36 ON SP 286785	36A
LOT 37 ON SP 286785	37A
LOT 38 ON SP 286785	38A
LOT 39 ON SP 286785	39A
LOT 40 ON SP 286785	40A
LOT 41 ON SP 286785	41A
LOT 42 ON SP 286785	42A
LOT 43 ON SP 286785	43A
LOT 44 ON SP 286785	44A
LOT 45 ON SP 286785	45A
LOT 46 ON SP 286785	46A
LOT 47 ON SP 286785	47A
LOT 48 ON SP 286785	48A
LOT 49 ON SP 286785	49A
LOT 50 ON SP 286785	50A
LOT 51 ON SP 286785	51A
LOT 52 ON SP 286785	52A
LOT 53 ON SP 286786	53A
LOT 54 ON SP 286786	54A
LOT 55 ON SP 286786	55A
LOT 56 ON SP 286786	56A
LOT 57 ON SP 286786	57A
LOT 58 ON SP 286786	58A

LOT 59 ON SP 286786	59A
LOT 60 ON SP 286786	60A
LOT 61 ON SP 286784	61A
LOT 62 ON SP 286784	62A
LOT 63 ON SP 286786	63A
LOT 64 ON SP 286786	64A
LOT 65 ON SP 286786	65A
LOT 66 ON SP 286786	66A
LOT 67 ON SP 286786	67A
LOT 68 ON SP 286786	68A
LOT 69 ON SP 286786	69A
LOT 70 ON SP 286786	70A
LOT 71 ON SP 286786	71A
LOT 72 ON SP 286786	72A
LOT 73 ON SP 286786	73A
LOT 74 ON SP 286786	74A
LOT 75 ON SP 286786	75A
LOT 76 ON SP 286786	76A
LOT 77 ON SP 286786	77A
LOT 78 ON SP 286786	78A
LOT 79 ON SP 286786	79A
LOT 80 ON SP 286786	80A
LOT 81 ON SP 286786	81A

(as specified on the sketch plan attached and marked Annexure "2")

ANNEXURE 1  
SERVICE LOCATION DIAGRAM

ANNEXURE 2  
EXCLUSIVE USE PLAN



Wolter Consulting Group Pty Ltd (ACN 147 343 084) hereby certify that this plan has been prepared from supplied design drawings provided by Heran Building Group on 09-07-2020.

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

Stage Boundary  
 CTS Boundary

Notes:  
 Exclusive use areas are defined by structural features unless dimensioned.

Authorised Delegate

Date

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**WOLTER**  
 consulting group

Planning Urban Design Landscape Environment Surveying

Scale 1:1000 @ A4  
 Lengths are in Metres.



**Sketch of Exclusive Use Areas**

over part of Common Property on  
 SP317231 and SP286784 Level A  
 Rochedale Outlook CTS 52524

Title Reference:

Surveyor  
 N. Donaldson

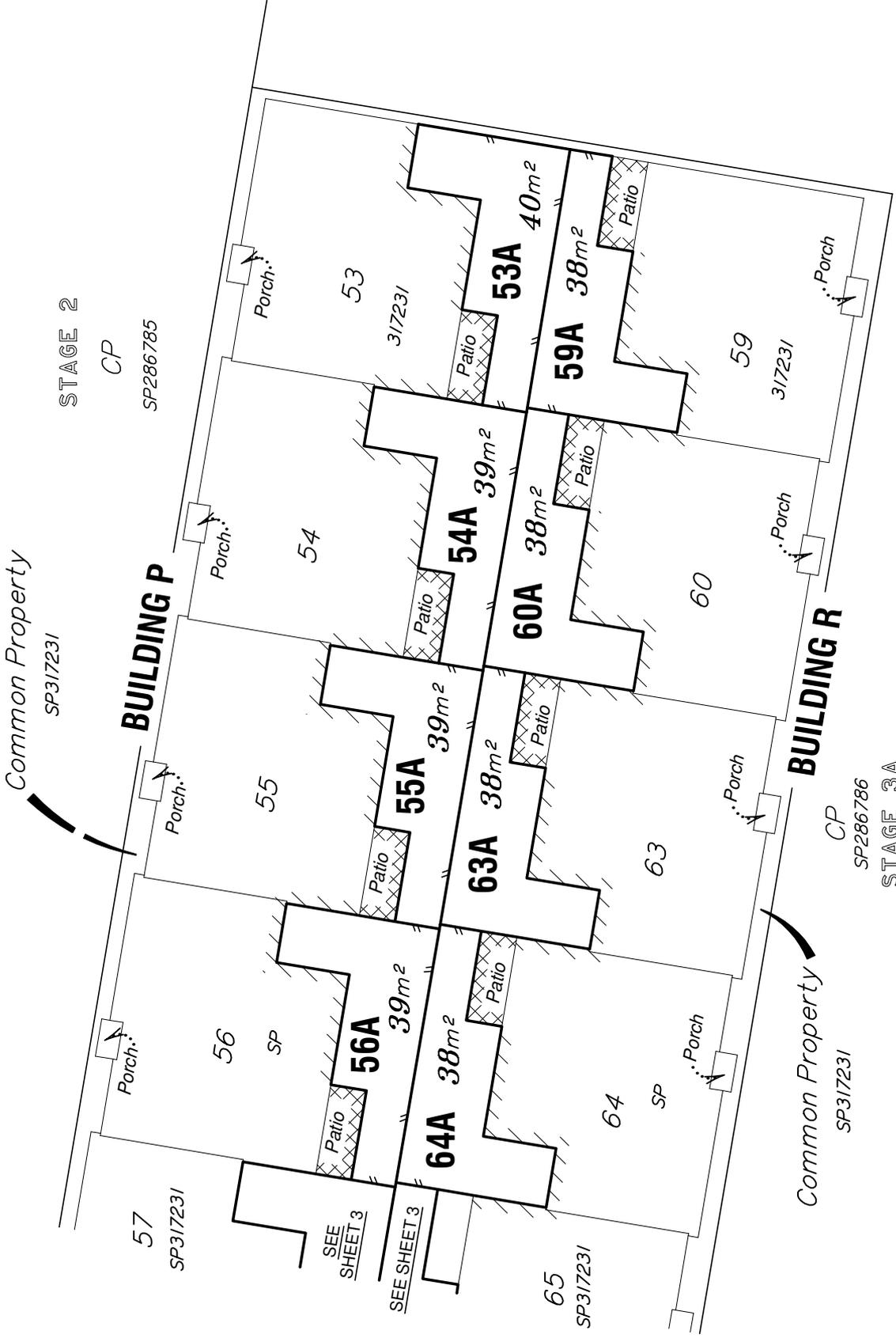
Stage  
 3B

Date Drawn  
 14-07-2020

Sheet of  
 1 3

Drawing Number  
 SB2528-12

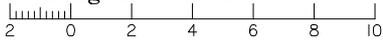
Version  
 A



**LEVEL A**

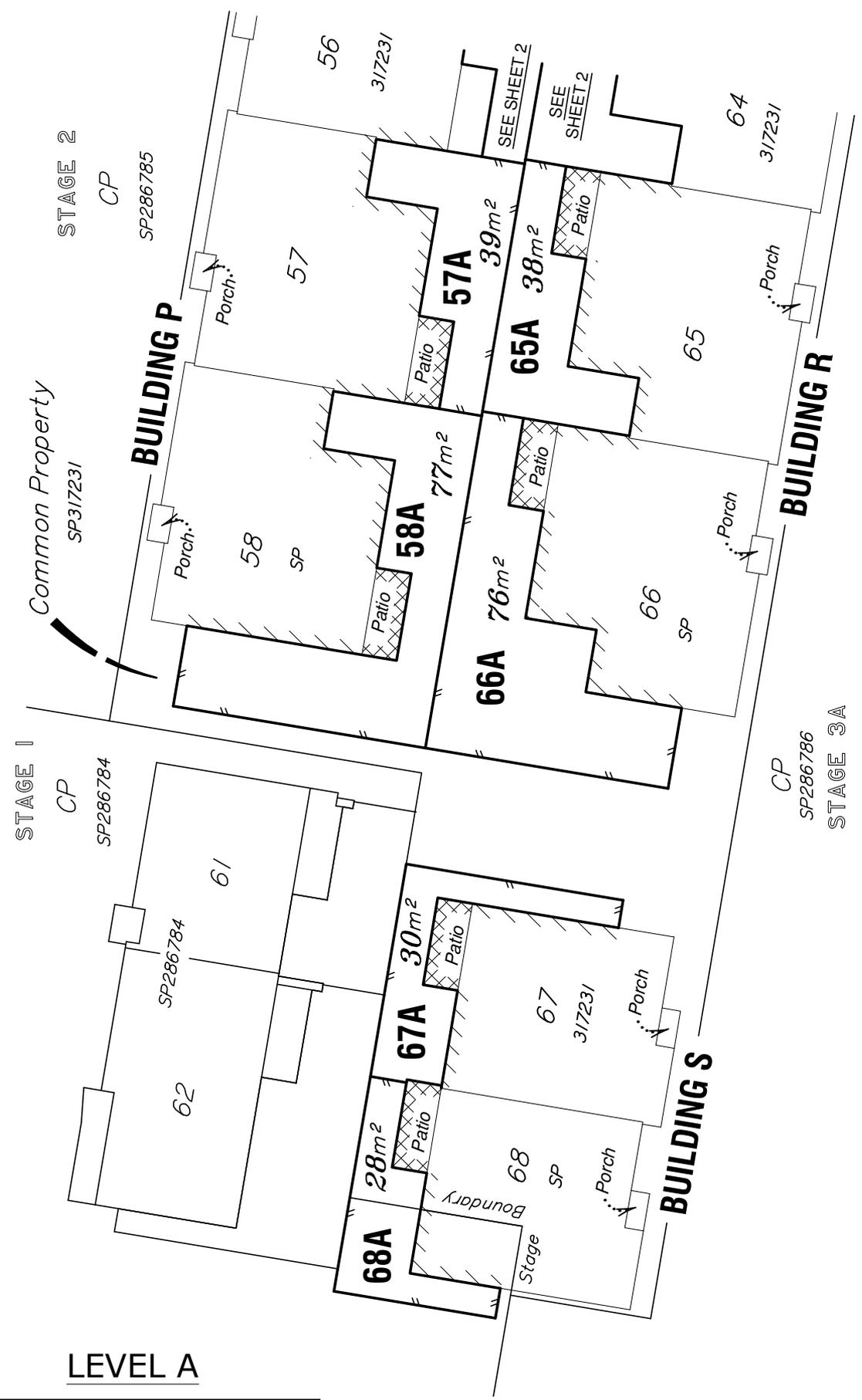
-  Denotes face of building
-  Denotes edge of concrete
-  Denotes line of fence
-  IFR Denotes intersection of fence rails

Scale 1:250 @ A4  
 Lengths are in Metres.



Drawing Number		Version	
SB2528-12		A	
Sheet	No	Sheet	No
2	3	2	3

PRELIMINARY



**LEVEL A**

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

Scale 1:250 @ A4  
 Lengths are in Metres.

PRELIMINARY

Sheet	No
3	3
Drawing Number	Version
SB2528-12	A



## SCHEDULE 5

### Power Of Attorney Disclosure Statement

This Disclosure Statement is given by the Seller to the Buyer in accordance with Section 219 of the Act.

Under Clause 6 of the Contract the Buyer among other things, appoints the Seller and its directors severally, as the Buyer's attorney for the purposes set out in this Disclosure Statement ("the Power of Attorney"). To give effect to the Power of Attorney, the Buyer must execute the power of attorney contained in **Schedule 6**

#### 9.1 Exercise of Power

The Seller discloses to the Buyer that the Power of Attorney to be given by the Buyer to the Seller may only be exercised:

- (a) to enable the Seller to attend and/or vote in the name of the Buyer at all or any meetings of the Body Corporate or the Committee ("the Body Corporate" or "the Committee") to the exclusion of the Buyer if present at any such meeting and if the Seller requires such exclusion; or
- (b) to enable the Seller to complete, sign and lodge any voting paper (or any other document including a proxy form and a notice under Section 68 of the Regulation Module) to allow the Seller to vote in the name of the Buyer at all or any meetings of the Body Corporate or of the Committee to the exclusion of the Buyer

in respect of any motion or resolution for or relating to any one or more of the motions or resolutions referred to in sub-clause 9.2 hereof.

#### 9.2 Conditions of the Power of Attorney

The appointment of the Seller and its directors severally pursuant hereto is in respect of any motion or resolution relating to any one or more of the following in respect of the Scheme:-

- (a) to consent to the progressive development of the Scheme as identified in schedule B of the Community Management Statement and in particular to consent to and affix the seal of the Body Corporate to any new community management statement to include within the Scheme any further lots intended to be created;
- (b) to consent to and affix the seal of the Body Corporate to any new community management statement to record a new by-law required, to rectify an inaccuracy, defect, error or omission in any by-law contained in schedule C of the Community Management Statement;
- (c) to consent to and affix the seal of the Body Corporate (if required) to any Form 14 request to record a lodgment of any new community management statement in the titles office;



- (d) to consent to and ratify the Administrative Fund budget and the Sinking Fund budget adopted by the Body Corporate pursuant to Section 137 of the Regulation Module;
- (e) to consent to and ratify the fixing and/or variation of contributions to be levied by the Body Corporate pursuant to Section 139 of the Regulation Module, and to consent to and ratify the decision of the Body Corporate as to the number of instalments in which the contributions are to be paid and to consent to and ratify the fixing by the Body Corporate of the date on or before which payment of each instalment is required;
- (f) to consent to the composition and/or election of the members of the Committee;
- (g) to consent to and affix the seal of the Body Corporate to the Body Corporate Administration Agreement engaging QBS Strata Management as the Body Corporate Manager;
- (h) to consent to and affix the seal of the Body Corporate to the Service Contractor and Letting Agreement engaging Unison Projects Charlie Pty Ltd ACN 600 382 090 or its nominee as the Service Manager for the Scheme;
- (i) to consent to the granting of an occupation authority to the Service Manager pursuant to Section 137 and/or 135 of the Regulation Module;
- (j) to consent to and affix the seal of the Body Corporate to an agreement transferring the interest of the Service Manager without requiring the payment of an amount pursuant to Section 124 of the Regulation Module;
- (k) to consent to and affix the seal of the Body Corporate to a deed of assignment of the engagement of the Service Manager to any person or company introduced to the Body Corporate by the Service Manager;
- (l) to consent to the Body Corporate purchasing such pool, gym, BBQ, gardening and cleaning equipment as required by the Service Manager to be utilised by the Service Manager to perform its duties under the Service Contractor and Letting Agreement and to the inclusion of such equipment as body corporate assets;
- (m) to consent to and affix the seal of the Body Corporate to any such other agreements or contracts as may be required by the Body Corporate for the smooth and proper performance of its duties and powers in accordance with the Act;
- (n) to consent to any application to be made for an order of an adjudicator under Section 238 of the Act;
- (o) to consent to the Body Corporate commencing a proceeding pursuant to the provisions of the Act as contemplated pursuant to Section 312 of the Act;
- (p) to consent to any proposal involving spending above the relevant limit for the Committee as contemplated under Section 149 of the Regulation Module;
- (q) to consent to sell or otherwise dispose of the Common Property of the Scheme (“the Common Property”) or grant or extend a lease or licence over the Common Property pursuant to Section 159 of the Regulation Module;



- (r) to consent to any easements over the Common Property as contemplated pursuant to Section 160 of the Regulation Module;
- (s) to authorise improvements to the Common Property by the Body Corporate as contemplated pursuant to Section 161 of the Regulation Module;
- (t) to authorise improvements to the Common Property by a Lot Owner (other than the Original Owner) as contemplated under Section 162 of the Regulation Module on conditions the Body Corporate considers appropriate;
- (u) to authorise improvements to the Common Property by the Original Owner without imposing conditions as contemplated pursuant to Section 162(3) of the Regulation Module.

### 9.3 Duration of the Power of Attorney

The Power of Attorney shall be irrevocable and remain in full force and effect until the expiration of twelve (12) months after the establishment or change of the Scheme or until the date the Seller resigns as Attorney by written notice to the Buyer, whichever shall first occur and the Buyer agrees to ratify and confirm all acts, deeds and things done by the Attorney or Attorneys at all and any of the meetings of the Body Corporate while the Power of Attorney remains in full force and effect. The term "Attorney" shall mean "corporate owner nominee" as that term is defined in the Regulation Module.



**SCHEDULE 6**

**Power of Attorney Deed**

## POWER OF ATTORNEY DEED

THIS DEED of APPOINTMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

BY:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Address]

("the Buyer")

**IN FAVOUR OF:** Heran Consolidated Pty Ltd A.C.N. 125 668 260 of 301-302/ 50 Marine Parade  
Southport QLD 4215

("the Seller")

In consideration of the Seller entering into a Contract of Sale with the Buyer and pursuant to clause 6 of the Special Conditions of the Contract, the Buyer (and if the Buyer is more than one person then jointly and severally) irrevocably appoints the Seller (and each of its directors) severally as the Buyer's Attorney(s) to exercise the authority conferred on each Attorney under this Deed for the purposes and matters set out under this Deed ("the Power of Attorney").

### 1. Exercise of Power

The Seller discloses to the Buyer that the Power of Attorney to be given by the Buyer to the Seller may only be exercised:

- (a) to enable the Seller to attend and/or vote in the name of the Buyer at all or any meetings of the Body Corporate or the Committee for "Rochedale Outlook" Community Title Scheme ("the Body Corporate" or "the Committee") to the exclusion of the Buyer if present at any such meeting and if the Seller requires such exclusion; or
- (b) to enable the Seller to complete, sign and lodge any voting paper (or any other document including a proxy form and a notice under Section 70 of the *Body Corporate and Community Management (Accommodation Module) Regulation 1997* ("the Regulation Module")) to allow the Seller to vote in the name of the Buyer at all or any meetings of the Body Corporate or of the Committee to the exclusion of the Buyer

in respect of any motion or resolution for or relating to any one or more of the motions or resolutions referred to in sub-clause 2 hereof.

### 2. Conditions of the Power of Attorney

The appointment of the Seller and its directors severally pursuant hereto is in respect of any motion or resolution relating to any one or more of the following in respect of the "Rochedale Outlook" Community Title Scheme ("the Scheme"):-

- (a) to consent to the progressive development of the Scheme (if any) identified in schedule B of the Community Management Statement applying to the Scheme ("the Community Management Statement") and in particular to consent to and affix the seal of the Body Corporate to any new community management statement to include within the Scheme any further lots intended to be created;
- (b) to consent to and affix the seal of the Body Corporate to any new community management statement to record a new by-law required, to rectify an inaccuracy, defect, error or omission in any by-law contained in schedule C of the Community Management Statement

- (c) to consent to and affix the seal of the Body Corporate (if required) to any Form 14 request to record a lodgement of any new community management statement in the titles office;
- (d) to consent to and ratify the Administrative Fund budget and the Sinking Fund budget adopted by the Body Corporate pursuant to Section 92 of the Regulation Module;
- (e) to consent to and ratify the fixing and/or variation of contributions to be levied by the Body Corporate pursuant to Section 93 of the Regulation Module, and to consent to and ratify the decision of the Body Corporate as to the number of instalments in which the contributions are to be paid and to consent to and ratify the fixing by the Body Corporate of the date on or before which payment of each instalment is required;
- (f) to consent to the composition and/or election of the members of the Committee;
- (g) to consent the engagement of persons as a body corporate manager or service contractor;
- (h) to authorise a person as a letting agent including the engagement of a body corporate manager under terms similar to the Administration Agreement in the Disclosure Statement;
- (i) to authorise the engagement of a service contractor on terms similar to those in the Caretaking and Letting Agreement in the Disclosure Statement;
- (j) to consent to the granting of an occupation authority to Heran Consolidated Pty Ltd A.C.N. 125 668 260 or its nominee engaged by the Body Corporate as a Service Contractor and Letting Agent for the Scheme ("the Service Manager") pursuant to Section 89 and/or 89A of the Regulation Module;
- (k) to consent to and affix the seal of the Body Corporate to an agreement transferring the interest of the Service Manager without requiring the payment of an amount pursuant to Section 83(2) of the Regulation Module;
- (l) to consent to and affix the seal of the Body Corporate to a deed of assignment of the engagement of the Service Manager to any person or company introduced to the Body Corporate by the Service Manager;
- (m) to authorise the entry into (and amending if required) a licence agreement or similar document with the Local Council in respect of public landscaped areas which may include provisions imposing obligation on the Body Corporate to caretake and/or maintain those areas;
- (n) to consent to a proposal at a Committee meeting or a meeting of the Body Corporate with respect to the use of proxies by the original owner;
- (o) to consent to any deed or document to facilitate a transfer of a person's rights under an engagement as a service contractor or an authorisation as a letting agent and agreeing to waive any transfer fee that the Body Corporate may be entitled to;
- (p) to consent to the issue of a continuing contravention notice under Section 182(2) of the Act or the issue of a future contravention notice under Section 83(2) of the Act;
- (q) to consent to the issue of a notice under Sections 203(1) or (2) of the Act;
- (r) to consent to an appeal being lodged under Sections 289(2) or 304 of the Act;
- (s) to consent to the Body Corporate purchasing such pool, gardening and cleaning equipment as required by the Service Manager to be utilised by the Service Manager to perform its duties pursuant to its engagement and to the inclusion of such equipment as body corporate assets;
- (t) to consent to any proposal by the Body Corporate to take any actions or steps to acquire

amenities for the benefit of the lot owners or to deal with body corporate assets;

- (u) to consent to the grant of an easement over the common property or acceptance of an easement to benefit the Body Corporate;
- (v) to consent to the amalgamation of the Scheme with another scheme and any new engagements or authorisations incidental to the amalgamation;
- (w) to consent to the Body Corporate entering into an agreement with another body corporate to allow the sharing of facilities of either Scheme;
- (x) to consent to the amalgamation of two or more lots in the Scheme and the consent to a new CMS to facilitate the amalgamation;
- (y) to consent to the exercise or addition of common property from or to the Scheme;
- (z) to authorise the entry into a deed required under Section 116 of the Act and to sign such Deed;
- (aa) to consent to the granting of permission to the Original Owner, its contractors and assigns to use parts of the common for access, storage and other reasons that are incidental to carrying out works in the building necessary to refurbish and develop the building;
- (bb) to consent to the convening of a general meeting of the Body Corporate or a Committee meeting to consider any one or more of the matters referred to in this clause 2;
- (cc) to consent to and affix the seal of the Body Corporate to any such other documents, agreements or contracts as may be required by the Body Corporate for the smooth and proper performance of its duties and powers in accordance the Act;
- (dd) to consent to any application to be made for an order of an adjudicator under Section 238 of the Act;
- (ee) to consent to the Body Corporate commencing a proceeding pursuant to the provisions of the Act as contemplated pursuant to Section 312 of the Act;
- (ff) to consent to any appeal lodged in the planning and Environment Court under the Local Government Planning and Environment Act 1990 pursuant to section 54(5) of the Act, consequent upon the Local Government failing or refusing to endorse a community management statement notation within forty (40) days after the CMS or any new CMS (referred to above) is submitted to the Local Government for endorsement;
- (gg) to consent to any proposal involving spending above the relevant limit for the Committee as contemplated under Section 103 of the Regulation Module;
- (hh) to consent to sell or otherwise dispose of the common property of "Rochedale Outlook" Community Title Scheme ("the Common Property") or grant or extend a lease or licence over the Common Property pursuant to Section 110 of the Regulation Module;
- (ii) to consent to any easements over the Common Property as contemplated pursuant to Section 111 of the Regulation Module;
- (jj) to authorise improvements to the Common Property by the Body Corporate as contemplated pursuant to Section 112 of the Regulation Module;
- (kk) to authorise improvements to the Common Property by a Lot Owner (other than the Original Owner) as contemplated under section 113 of the Regulation Module on conditions the Body Corporate considers appropriate;
- (ll) to authorise improvements to the Common Property by the Original Owner without imposing





**SCHEDULE 7**

**Body Corporate Administration Agreement**

## 1. INTRODUCTION

- (a) This Agreement is written to comply with the Act.
- (b) All words defined in Part 4 of Chapter 1 and Schedule 6 of the Act, where the context permits, have the same meaning in this Agreement.
- (c) In this Agreement, terms in bold in the Reference Schedule have the meanings shown opposite them.
- (d) Unless the context otherwise permits:
  - (i) "Act" means the Body Corporate and Community Management Act 1997.
  - (ii) a reference to an item is a reference to an item in the Reference Schedule.
- (e) This Agreement comprises the:
  - (i) Reference Schedule.
  - (ii) Standard Conditions.
  - (iii) any Special Conditions.
- (f) Where there is any inconsistency between any provision added to this Agreement and the printed provisions, the added provisions prevail.
- (g) The Body Corporate acknowledges having received a copy of the Standard Conditions before entering into this Agreement.

## 2. WHAT IS THIS AGREEMENT

- (a) This Agreement is an engagement of the Manager as the Body Corporate Manager for the Body Corporate.
- (b) The Manager is engaged by the Body Corporate (as an independent contractor) to supply, including through the exercise of delegated powers, administrative services to the Body Corporate.

## 3. WHAT IS THE TERM OF THIS ENGAGEMENT

- (a) This engagement is for the Term.
- (b) This engagement will be extended by the Body Corporate for one year from the end date stated in Item C, unless the Body Corporate decides at a general meeting before that date not to extend this Agreement.

- (c) However, this engagement (after allowing for renewals under clause 3(b)) must not run for more than three years from the beginning date stated in Item C.

## 4. WHAT ARE THE FUNCTIONS OF THE MANAGER UNDER THIS AGREEMENT

- (a) The Manager must supply the Agreed Services to the Body Corporate.
- (b) The Manager may supply the Additional Services to the Body Corporate at the Body Corporate's request.
- (c) The Manager has the custody of and use of the common seal of the Body Corporate.
- (d) The Manager has the authority to sign notices on behalf of the Secretary of the Body Corporate and by-law contravention notices on behalf of the Body Corporate.

## 5. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER

- (a) The Body Corporate authorises to the Manager all of the powers of the Executive and Ordinary Members of the Committee of the Body Corporate to the full extent permitted by the Act.
- (b) However, the Manager must only use these powers when the Manager determines that the power is of a routine, administrative nature or there are circumstances, particularly in respect of urgent works necessary to ensure the health and safety of building occupants or the preservation of the asset, which dictate the Manager must use the authorised power.
- (c) To avoid doubt, the authorisation does not make the Manager responsible for performing the functions the Body Corporate or the Committee are required to perform under the Act, nor does the authorisation relieve the Body Corporate or the Committee of these functions.
- (d) The authorisation powers do not extend to the Manager being required to obtain a second quote for providing Body Corporate Management services to the Body Corporate.

## 6. HOW IS THE MANAGER TO BE PAID

- (a) The Body Corporate must pay the Manager the fee for Agreed Services as set out in the attached Schedule.

- (b) The Body Corporate must pay the Manager the fee for Additional Services as set out in the attached Schedule.
- (c) The fee for Agreed Services and the Schedule of Additional Fees and Disbursements increases at the end of each year of this Agreement by the percentage increase.
- (d) The Manager is entitled to:
  - (i) charge the Body Corporate for Disbursements at the rate charged from time to time by the Manager, and which may include a margin above cost to the Manager.
  - (ii) keep fees paid to it for information which the Manager must supply about the Body Corporate under the Act.
  - (iii) keep fees paid to it for the services supplied at the request of Lot owners (eg. information to enable a Lot owner to prepare a REIQ Disclosure Statement).
  - (iv) retain commissions paid to it by the providers of goods and services to the Body Corporate as disclosed in Item K.

#### **7. HOW DO WE GIVE INSTRUCTIONS TO THE MANAGER**

- (a) The Committee must nominate a person to provide instructions to the Manager on behalf of the Body Corporate.
- (b) However, if the Committee does not do this, the Chairperson is taken to be nominated to give instructions to the Manager on behalf of the Body Corporate.

#### **8. WHAT ARRANGEMENTS OR RELATIONSHIPS DOES THE MANAGER HAVE WITH OTHER PROVIDERS OF GOODS AND SERVICES TO THE BODY CORPORATE**

- (a) The Manager proposes to have the Body Corporate enter into contracts with providers of insurance services.
- (b) The details of these relationships are disclosed in Item J. The commission entitlements are disclosed in Item K.
- (c) The Body Corporate acknowledges that it made its decision to enter into this engagement, and into the contracts with the providers of insurance services, after having been given this engagement in writing disclosing the relationship with the Manager and the commission payable to the Manager.

#### **9. WHO IS LIABLE IF A CLAIM IS MADE AGAINST THE BODY CORPORATE**

- (a) The Manager will pay for loss or damage to the Body Corporate caused by the Manager.
- (b) However, for anything done by the Manager in performing the Agreed Services or the Additional Services or in executing the authorised powers in accordance with this engagement:
  - (i) the Manager will not pay for loss or damage to the Body Corporate; and
  - (ii) the Body Corporate will indemnify, and hold indemnified, the Manager against any claim.
- (c) To avoid doubt, the Manager will not be liable to the Body Corporate for any loss or damage suffered because the Body Corporate does not have sufficient funds to allow the Manager to carry out its functions under this engagement.

#### **10. WHAT ARE THE RULES FOR TRANSFER OF THIS ENGAGEMENT**

- (a) This engagement may be transferred by the Body Corporate if the Body Corporate approves the transfer.
- (b) To avoid any doubt, the approval may be given by the Committee.
- (c) In deciding whether to approve a proposed transfer, the Body Corporate may have regard to:
  - (i) the character of the proposed transferee and related persons of the transferee.
  - (ii) the financial standing of the proposed transferee.
  - (iii) the proposed terms of the transfer.
  - (iv) the competence, qualifications and experience of the proposed transferee, and any related persons of the proposed transferee, and the extent to which the transferee, and any related persons, have received or are likely to receive training; and
  - (v) matters to which, under this engagement, the Body Corporate may have regard.
- (d) The Body Corporate must decide whether to approve a proposed transfer within thirty days after it receives the information reasonably necessary to decide the application for approval.
- (e) The approval may be given on the condition that the transferee enters into a Deed of Covenant to comply with the terms of this engagement.
- (f) The Body Corporate must not:
  - (i) unreasonably withhold approval to the transfer.
  - (ii) require or receive a fee or other consideration for approving the transfer (other than reimbursement for legal expenses reasonably incurred by the Body Corporate in relation to the application for its approval).

- (g) "related persons" of a proposed transferee means:
  - (i) if the proposed transferee is a corporation, the corporation's directors, substantial shareholders and principal staff.
  - (ii) if a proposed transferee is in partnership - the partners and principal staff of the partnership

#### **11. WHAT ARE THE RULES FOR TERMINATING THIS ENGAGEMENT**

- (a) This engagement terminates when it ends or when the Body Corporate gives notice of termination under this Agreement.
- (b) The Body Corporate may terminate this engagement if the Manager (including if the Manager is a Corporation or a Director of the Corporation):
  - (i) is convicted (whether or not a conviction is recorded) of an indictable offence involving fraud or dishonesty.
  - (ii) is convicted (whether or not a conviction is recorded) on indictment of an assault or an offence involving an assault.
  - (iii) engages in misconduct, or is grossly negligent, in carrying out, or failing to carry out functions required under this engagement.
  - (iv) does not carry out duties under this engagement, and persists in not carrying out duties for 14 days or more after the Body Corporate, by written notice, requires the Manager to carry out the duties.
  - (v) carries on a business involving the supply of services to the Body Corporate, or to owners or occupiers of Lots, and the carrying on of the business contrary to law.
  - (vi) transfers an interest in this engagement without the Body Corporate's approval.
  - (vii) fails to disclose to the Body Corporate that it is associated with the providers of repair and maintenance services or the providers of insurance services.
  - (viii) fails to disclose to the Body Corporate that it is entitled to receive a commission from the providers of repair and maintenance services or the providers of insurance services.
- (c) The Manager may terminate this Agreement by giving written notice to the Body Corporate if:
  - (i) the Body Corporate fails to pay the Manager in accordance with this engagement.
  - (ii) the Body Corporate acts, or fails to act, in a way which prevents the Manager from properly performing its functions under this engagement or complying with the Act.
- (d) If this engagement is terminated, the Manager must deliver the records of the Body Corporate to the nominee stated in clause 7 within thirty days of the termination.

#### **12. GOODS AND SERVICES TAX**

For the purposes of this clause, a Goods and Services Tax means any tax imposed by any government or regulatory authority which is a tax on goods and services, a tax on consumption, a value-added tax or any similar impost. If the payment of any money under this engagement ever attracts a Goods and Services Tax, then the party making the payment of the money must, in addition, pay the required amount of Goods and Services Tax on the payment.

#### **13. SPECIAL CONDITIONS**

Any Special Conditions to the Standard Conditions are stated in Item L.

REFERENCE SCHEDULE

Member of Strata Community Australia (Qld)

A. This Agreement is made on \_\_\_\_\_ at the Annual General Meeting

OR

at an alternate date, on this \_\_\_\_\_ day of \_\_\_\_\_ 2015 (insert date)

B. **BETWEEN** Body Corporate for **Rochedale Outlook**  
**281 Gardner Road Rochedale**

AND

QBS Strata Management Pty Ltd ATF  
SE Qld Corporate Management Trust

C. **TERM**  
[Clause 3(a)] **Three Years**  
commencing on \_\_\_\_\_  
and ending on \_\_\_\_\_

D. **FEEs**  
[Clause 6(a)] The fee for Agreed Services shall be  
\$130.00 plus GST per registered Lot per annum,  
payable quarterly in advance.

E. **ADDITIONAL FEES** See attached Schedule

<b>Body Corporate Managers</b>	\$132.00 per hour
<b>Clerical</b>	\$ 55.00 per hour
<b>Extraordinary General Meetings</b>	\$132.00 per hour
<b>Additional Committee Meetings</b>	\$132.00 per hour

F. **PERCENTAGE INCREASE**  
[Clause 6(c)] Increase at the end of each year of engagement:  
the greater of CPI or 4%.

G. **DISBURSEMENTS**  
[Clause 6(d)(i)] Payable quarterly in advance - see attached Schedule.

H. **AGREED SERVICES**  
[Clause 4(a)] **Secretarial**  
\* Convene and attend the Annual General Meeting (up to two hours).  
\* Convene and attend two Committee Meeting (up to two hours).  
\* Call nominations for the position of Executive and Ordinary Members  
of the Committee.  
\* Prepare and distribute Meeting Notices.  
\* Record and distribute Minutes.  
\* Answer all communications and correspondence

**Financial**

- \* Open, maintain and operate a bank account for the Administration and Sinking Funds.
- \* Prepare a Statement of Accounts for each financial year.
- \* Prepare draft Budgets and facilitate Budget Meeting.

- \* Issue levy and other contribution notices.
- \* Receipt and bank levies daily.
- \* Reconcile bank account monthly.
- \* Process and pay accounts promptly.
- \* Prepare quarterly accounts for Committee upon request.
- \* The Manager is authorised to appoint a Tax Agent on behalf of the Body Corporate.

**Administrative**

- \* Establish and maintain the roll and registers.
- \* Maintain and keep records.
- \* Implement the decisions of the Body Corporate and its Committee.
- \* Make available the records for inspection.

**Insurance**

The Body Corporate instructs the Manager to obtain quotations through a recognised Broker each year for the Body Corporate Insurance, and to renew the policy unless instructed to the contrary by the Body Corporate.

**Body Corporate Inspection Information and Certificates**

- \* Make available the records for inspection.
- \* The Body Corporate shall pay to the Manager an amount equivalent to any amount received by the Body Corporate for inspection and the provision of Certificates and other information from Body Corporate Records.

**I. ADDITIONAL SERVICES**

[Clause 4(b)]

- \* Any agreed Service to be undertaken outside of normal business hours.
- \* Obtaining quotations for repairs and maintenance:
  - For work under \$1,000.00 - \$44.00 charge.
  - For work above \$1,000.00 - \$77.00 charge.
- \* Any reasonable requests by the Body Corporate, not stated as an Agreed Service.
- \* Dispute Resolution – Assisting to resolve disputes between owners, resident Managers or contractors, including applications, submissions and attendance with Body Corporate advisers and judiciary.
- \* Preparation and lodgement of returns through a registered Tax Agent as may be required by the Australian Taxation Office.
- \* Preparing supporting data to facilitate year end audits.
- \* Issuing and processing of electricity and other utility invoices.
- \* Levy recovery actions as may be required.
- \* Obtaining quotations and arranging Sinking Fund Forecasts, Insurance Valuations, Workplace Health and Safety inspections and other inspections required under legislation.
- \* Assistance with assignments of management rights.
- \* Preparation of Annual General Meeting Notices in excess of 15 Motions.

**J. DISCLOSURE OF ASSOCIATES**

[Clause 8(b)]

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

<b>Name of Company</b>	<b>Relationship</b>
Body Corporate Brokers	QBS Strata Management as referrer
Direct Insurance Brokers	QBS Strata Management as referrer
Centrepont Insurance Brokers	QBS Strata Management as referrer
Regional Insurance Brokers	QBS Strata Management as referrer
PSC Coastwide Insurance Brokers	QBS Strata Management as referrer
Thiel Partners (Tax Agent)	QBS Strata Management as referrer

**K. DISCLOSURE OF COMMISSIONS**

[Clause 8(c)]

Providers that pay a commission to the Manager and the details of the commission.

<b>Name of Company</b>	<b>Commission Details</b>
Body Corporate Brokers	0 - 15% base premium
Direct Insurance Brokers	0 - 15% base premium
Centrepont Insurance Brokers	0 - 15% base premium
Regional Insurance Brokers	0 – 15% base premium

PSC Coastwide Insurance Brokers  
Thiel Partners Accountants (Tax Agent)

0 – 15% base premium  
70% of tax agents fee

(Agency Agreements other than those specified above may be entered into with other companies after the signing of this Agreement. Any such Agency will be disclosed prior to renewal if this is the case).

**L. SPECIAL CONDITIONS**  
[Clause 13]

The Manager does not accept responsibility or liability for maintenance of the Body Corporate Common area.

**The COMMON SEAL of the Body Corporate  
for Rochedale Outlook  
Community Titles Scheme TBA  
was affixed on the        day of        2015  
pursuant to a resolution of the Body Corporate  
in the presence of:**

\_\_\_\_\_  
**Chairperson**

\_\_\_\_\_  
**Committee Member**

Signed for and on behalf of  
QBS Strata Management Pty Ltd  
ABN 86 965 584 736 ATF  
SE Qld Corporate Management Trust  
on the        day of        2015  
by authority of a Resolution of the Board  
of Directors :

\_\_\_\_\_  
**Director**

\_\_\_\_\_  
**Director**

**SCHEDULE OF ADDITIONAL FEES AND DISBURSEMENTS  
ROCHEDALE OUTLOOK CTS TBA**

Item	Cost inclusive of GST
<b>Communications and Related Disbursements</b> - Agreed Services	Fixed at \$74.25 per Lot PA
<b>Printing, Postage &amp; Stationery - Additional Services</b>	
Letterhead/Follower	22 cents
Envelopes - Large (C4)	77 cents
- DL	11 cents
Ballot Envelopes	55 cents
Dividers	33 cents
Plastic Sleeves	22 cents
Photocopy	33 cents
Laser Prints	11 cents
All other Printing, Postage and Stationery	At cost
Levy Notices	38.5 cents
Microencoded Forms (including cheques)	55 cents
Postage	At cost
<b>Telephone</b> Telephone (local, national, mobile, international), Fax and Email	68 cents per Lot per month
<b>E Commerce</b> Electronic Processing	\$13.20 per Lot PA
<b>Financial Reporting</b>	
Preparation of Information for Audit	\$440.00
Preparation of Information for BAS Returns	\$220.00 per Return
Preparation of Information for Income Tax Returns	\$275.00
<b>Miscellaneous</b>	
Insurance Claims Processing	\$66.00 per claim
Lodgment of Documents with DNR	\$55.00
ABN and TFN Registration	\$110.00
GST Registration	\$110.00
Debt Collection (recovered from owner )	
• First Statement Reminder	Nil
• Arrears Notice	\$33.00
• Instructing Collections Agents ( being collection of information, issuing of instructions and follow up )	\$88.00
Travelling Expense to Attend Onsite Meetings	ATO Rate
Dishonoured Cheque Fee	\$33.00
Archiving	\$4.60 per Lot PA
Minute Book	\$25.00
Common Seal	\$44.00
<b>Flying Minute</b>	\$143.00 plus outlays



**SCHEDULE 8**

**Caretaker Agreement**

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BODY CORPORATE FOR ROCHEDALE OUTLOOK COMMUNITY  
TITLES SCHEME

("BODY CORPORATE")

#####

("CARETAKER")

## CARETAKER'S AGREEMENT

david k lawyers  
lvl 12 300 queen st  
brisbane qld 4000  
australia

Tel: 07 3102 2583 Fax: 07 3839 3006

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**CARETAKER'S AGREEMENT**  
**ROCHEDALE OUTLOOK COMMUNITY TITLES SCHEME**

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**BETWEEN:** The Body Corporate for Rochedale Outlook Community Titles Scheme c/-  
QBS Strata Management, Level 3, 3 Northward, Upper Coomera in the  
State of Queensland

("Body Corporate")

**AND:** \_\_\_\_\_ of \_\_\_\_\_

("Caretaker")

**INTRODUCTION:**

- A The Body Corporate wishes to provide for the better administration, control and management of the Complex and the better maintenance, caretaking and repair of the Common Property.
- B The Caretaker is appointed to perform the Caretaking Duties.
- C The Parties wish to record the terms of their agreement on the following terms.

**IT IS AGREED:**

**1. DEFINITIONS**

1.1 Unless the context otherwise requires:

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

"Agreement" means this agreement and all its schedules.

"Associated Party" means:

- (a) in the case of a corporation, a director, secretary or shareholder of that corporation;
- (b) in the case of an individual, a corporation in which the individual is a director, secretary, or shareholder; and
- (c) in the case of a partnership, the partners and management staff of the partnership.

"Body Corporate" means the Body Corporate for the Scheme.

"Body Corporate Assets" means the Body Corporate assets for the Scheme.

"Building" means any of the buildings located on the Scheme Land.

"Caretaker's Lot" means the Lot (if any) in the Scheme of which the Caretaker or an Associated Party is the registered owner.

"Caretaking Duties" means those duties that the Caretaker must perform under this Agreement.

"Commencement Date" means the *[insert fixed date which will be settlement]*

"The Committee" means the Committee of the Body Corporate.

"Common Property" means the Common Property of the Scheme.

"Complex" means the Lots and Common Property comprised in the Scheme.

"CPI" means the Consumer Price Index All Groups for Brisbane published by the Australian Bureau of Statistics, or if that is suspended or discontinued, then a similar figure reasonably determined by the Body Corporate.

"Further Term" means fifteen (15) years commencing on the day immediately after the end of the Term.

"Letting Agent" means the Letting Agent appointed by the Body Corporate for the Scheme (if any).

"Letting Agreement" means a letting agreement entered into by the Body Corporate with the Letting Agent.

"Lots" means lots in the Scheme.

"Maximum Expenditure" means \$1,000.00 or such greater amount as approved by the Committee from time to time.

"Nominee" means the person nominated by the Body Corporate.

"Occupation Authority Plan" means the plan attached as Annexure "A" (if any).

"Owners" means the owners of Lots included in the Scheme and includes mortgagees in possession.

"Plan" means the Survey Plan registered for the Scheme.

"Property" means all land comprised in the Scheme and all improvements erected on the land. Where the context permits the definition extends to all adjoining land over which the Body Corporate has easement rights.

"Related Agreement" means any agreement entered into by the Letting Agent with the Body Corporate for the provision of letting or other services.

"Related Person" means a person or persons who are the directors or shareholders of the Caretaker who in the reasonable opinion of the Body Corporate hold effective control of the Letting Agent.

"Remuneration" means, in the first year of this Agreement, the sum of \$1,000.00 plus GST for each Lot in the Scheme for which a title has been created for the first year of the Term and subject thereafter to any adjustments made in accordance with Clause 4.1 of this Agreement.

"Scheme" means Rochedale Outlook Community Titles Scheme.

"Scheme Land" means the Scheme land identified on the Plan.

"Term" means a period of ten (10) years from the Commencement Date.

## **INTERPRETATION**

### **2.1 Reference to:**

- (a) One gender includes the other genders.
- (b) Singular includes the plural and the plural includes the singular.
- (c) A person includes a body corporate.
- (d) A party includes the parties' executors, administrators, successors and permitted assigns.
- (e) A statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
  - (i) That Statutory Provision as amended or re-enacted from time to time; and
  - (ii) A statute, regulation or provision enacted in replacement of the Statutory Provision.
- (f) All monetary amounts are in Australian dollars, unless otherwise stated.
- (g) If a party consists of more than one person then this Agreement binds them jointly and each of them separately.
- (h) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.
- (i) A party that is a trustee is bound both personally and in its capacity as a trustee.
- (j) "Including" and similar expressions are not words of limitation.
- (k) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (l) If an act must be done, or the last day upon which it may be done, falls on a specified day that is not a Business Day, the act must be done instead on the next Business Day.

## **3. APPOINTMENT AND TERM**

3.1 The Body Corporate appoints the Caretaker for the Term to look after the Common Property from the Commencement Date.

### **3.2 The Caretaker**

- (a) accepts the appointment;
- (b) will look after the Common Property as required by this Agreement;
- (c) will ensure that the Common Property is able to be used by the persons entitled and is properly maintained and kept in good repair;
- (d) will perform the Caretaking Duties; and
- (e) is an independent contractor of the Body Corporate.

#### **4. REMUNERATION**

- 4.1 The Remuneration will be increased for the second and subsequent years of the Term and the Further Term by the lesser of:
- (a) the same percentage as the last percentage increase in the CPI for one year as last recorded by the Australian Bureau of Statistics immediately before the year in which the Remuneration is to be reviewed; and
  - (b) 3%.
- 4.2 Despite the previous clause the Remuneration for any year will never be less than the Remuneration for the previous year.
- 4.3 The Body Corporate must pay the Remuneration to the Caretaker by equal monthly instalments in arrears, the first payment one calendar month from the Commencement Date and monthly after that.
- 4.4 If the Caretaking Duties under this Agreement are a supply under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*, the Body Corporate must pay to the Caretaker in addition to the Remuneration a further amount equal to the GST.
- 4.5 The Remuneration is paid only for the Caretaking Duties and not for any letting or ancillary services which the Caretaker or any other entity provides.
- 4.6 The Caretaker is entitled to a pro rata of the annual remuneration for any Lot/s which are registered part way through any year.

#### **5. CARETAKER'S DUTIES**

- 5.1 In addition to any specific duties set out in any schedule to this Agreement, the Caretaker must as reasonably required:
- (a) hose all walkways, access areas and other parts of the Common Property that require hosing;
  - (b) keep clean, tidy and maintained all parts of the Common Property;
  - (c) maintain and clean the swimming pool and recreation areas (if applicable);
  - (d) at the commencement of each day, set out any pool and recreation furniture and equipment;
  - (e) clean any drains and gutters on Common Property;
  - (f) keep clean, tidy and maintained all barbeques as and when required (if applicable);
  - (g) maintain the gardens and shrubs to a well presented standard, which duty includes watering, fertilising, weeding, mulching and top dressing;
  - (h) keep clean, tidy and maintained the bins for the Scheme and the surrounding Common Property where the bins for the Scheme are located as and when required;
  - (i) effect minor repairs and maintenance to the Common Property where the services of a skilled tradesman are not required.
- 5.2 The Caretaker must arrange and supervise contracts between the Body Corporate and independent contractors for all work of a specialist nature required for any of

those things referred to in the previous clause or for any services to, or work to be carried out to, the Common Property including without limitation:

- (a) specialist repairs and maintenance of the Common Property;
- (b) cleaning of external windows or parts of the Complex not easily accessible by the Caretaker; and
- (c) the provision of water, electricity, gas, fuel, telephone and other necessary services as required by the Body Corporate.

Such contracts with independent contractors will only be entered into with the prior consent of the Body Corporate, but the Body Corporate must not unreasonably withhold such consent.

### 5.3 The Caretaker must:

- (a) regularly ensure the correct operation and, if necessary, arrange for expert specialist maintenance of:
  - (i) any waste disposal system;
  - (ii) all Common Property electrical apparatus (if applicable);
  - (iii) any pumps and auxiliary motors (if applicable);
  - (iv) any lifts and security systems; and
  - (v) all other parts of the Common Property where inspection and/or maintenance is required;
- (b) arrange all appliances, equipment, materials and supplies necessary to carry out the Caretaking Duties and to generally maintain the Common Property;
- (c) promptly report and account to the Body Corporate for:
  - (i) matters requiring repair or creating a hazard or danger that involves expenditure of money in excess of the Maximum Expenditure;
  - (ii) use by the Caretaker of any Body Corporate funds; and
  - (iii) use by the Caretaker of any other property of the Body Corporate in carrying out the Caretaking Duties;
- (d) monitor compliance with the by-laws of the Body Corporate and advise the Body Corporate of any serious or persistent breaches of them;
- (e) monitor and administer the use of any recreational areas including without limitation any swimming pool, sauna, spa, home heater, gymnasium and workshop;
- (f) keep order and safeguard the Complex against unlawful entry and arrange security contracts at the expense of the relevant Body Corporate as required by the Body Corporate;
- (g) regularly inspect the fire fighting equipment, arrange any requisite inspections by the relevant officer when required and, at the expense of the Body Corporate as relevant, arrange for maintenance necessary to maintain the fire fighting equipment in an efficient working condition;

- (h) maintain and keep open an office as a reception for the caretaking business during the following minimum hours:

Monday – Friday 9.00am -5.00pm; and  
Saturday – 9.00am – 12noon

For the avoidance of doubt, if the Caretaker is absent from the office during the above hours while performing its obligations under this Agreement then it will be sufficient compliance with this clause for the Caretaker to be contactable via telephone during that time.

The Caretaker must also be contactable by telephone or mobile phone 24/7 hours in the event of an emergency;

- (i) respond to the Body Corporate and occupants promptly;
- (j) maintain and supervise car parking arrangements on the appropriate areas on the Common Property;
- (k) keep possession of all keys for any Common Property and keys of any owners who provide them to the Caretaker;
- (l) keep the lighting of Common Property operating efficiently;
- (m) issue key cards and pins for access to the building to owners and occupiers and keep a register of key cards and pins as issued for which the Caretaker may charge a reasonable fee for these services;
- (n) to the extent the Caretaker is notified of it, and that occupants are willing to work within the Caretaker's directions, co-ordinate the moving of occupants in and from the Scheme and ensure that when moving occurs the Caretaker shall dedicate the use of a lift (if any) to the occupant and install curtains and other protective measures in the lift (if any) to avoid damage to the lift;
- (o) maintain all Body Corporate Assets;
- (p) keep clean and maintained all footpaths and frontages for the Scheme;
- (q) carry out such other reasonable and appropriate tasks requested by the Body Corporate relevant to the caretaking of the Common Property; and
- (r) if the Caretaker owns the Caretaker's Lot, reside in the Caretaker's Lot or where the Caretaker is a Corporation ensure that the person carrying out the Caretaking Duties resides in the Caretaker's Lot.

5.4 The Caretaking Duties may be carried out by the Caretaker, its delegates or its employees.

5.5 The Caretaking Duties that require work of a specialist nature are limited to the arranging and supervision of all external contracts or agreements.

5.6 Despite any other term of this Agreement or any Community Management Statement, the Caretaker is not required to undertake any duties in relation to the exclusive use areas of any Lot and each Lot owner is responsible for maintaining their exclusive use areas, save that any car parking areas shall be kept clean by the Caretaker where not kept clean by the Lot Owner or occupier.

## **6. CARETAKER'S CONDUCT**

6.1 The Caretaker must:

- (a) have a good working knowledge and understanding of the Act, relevant to the Caretaking Duties;
- (b) act honestly, fairly and professionally in performing the Caretaking Duties;
- (c) exercise reasonable skill, care and diligence in performing the Caretaking Duties;
- (d) act in the best interests of the Body Corporate unless it is unlawful to do so;
- (e) keep the Body Corporate informed of any significant development or issue about an activity performed for the Body Corporate;
- (f) take reasonable steps to ensure an employee of the Caretaker complies with the Act, in performing the Caretaking Duties;
- (g) not engage in fraudulent or misleading conduct in performing the Caretaking Duties;
- (h) not engage in unconscionable conduct in performing the person's functions under the person's engagement;
- (i) intentionally deleted;
- (j) take reasonable steps to ensure goods and services the person obtains for or supplies to the Body Corporate are obtained or supplied at competitive prices.

6.2 If a Body Corporate or its committee requests, in writing, the Caretaker to show that the Caretaker has kept the Body Corporate records as required under this Agreement in relation to the Caretaking Duties, the Caretaker must comply with the request within the reasonable period stated in the request.

## **7. EXPENSES**

7.1 All of the Caretaking Duties must be carried out at the cost and expense of the Caretaker unless this Agreement provides that they are to be carried out at the expense of the Body Corporate.

7.2 The Body Corporate must pay all costs and expenses for:

- (a) all work of a specialist nature;
- (b) all other contracts or agreements with independent contractors;
- (c) all materials and consumables (such as garden fertilisers, pool chemicals, detergents etc) necessary to enable to Caretaker to perform the Caretaking Duties;
- (d) all out-of-pocket costs for repair and maintenance of the Common Property.

7.3 The Caretaker can spend up to the Maximum Expenditure for each individual item of expenditure from monies of the Body Corporate in carrying out the Caretaking Duties.

7.4 The Body Corporate must reimburse the Caretaker for any of the Caretaker's monies spent under the previous clause within 14 days of the Caretaker providing written evidence of the expenditure.

7.5 The Caretaker must pay for all costs and expenses associated with the operation of their office, reception areas and any areas under occupation authority.

7.6 The Caretaker must, unless otherwise stated in this Agreement, supply and maintain (at its own cost) machinery and equipment necessary for the performance by the Caretaker of the Caretaking Duties (including but not limited to lawnmowers, blowers, whipper snipper). Such machinery and equipment will at all times remain the property of the Caretaker.

## **8. INSTRUCTIONS**

8.1 The Body Corporate must:

- (a) nominate one person to communicate with the Caretaker on its behalf; and
- (b) notify the Caretaker in writing of the appointment of that Nominee or its replacement.

8.2 The Caretaker must:

- (a) confer with the Nominee concerning the Caretaking Duties; and
- (b) attend any general meeting or Committee meeting of the Body Corporate if requested and given reasonable notice by the Nominee.

## **9. ASSIGNMENT**

9.1 The Caretaker must not assign its interest in this Agreement unless it obtains the Body Corporate's consent.

9.2 The Body Corporate must:

- (a) not unreasonably, arbitrarily or capriciously refuse or delay giving its consent to any proposed assignment; and
- (b) give its consent or refusal to any proposed assignment within 30 days of the Caretaker giving to it the information reasonably necessary for the Body Corporate to properly consider the proposed assignment.

9.3 Before giving its consent to any proposed assignment, the Body Corporate will be entitled to require:

- (a) satisfactory evidence that the proposed assignee and any Associates are financially sound and reputable, responsible, respectable and capable of satisfactorily performing the Caretaking Duties; and
- (b) two business references, two personal references and a bank reference of the proposed assignee and any Associates.

9.4 As a condition of giving its consent to any assignment, the Body Corporate will be entitled to require:

- (a) that the proposed assignee execute in favour of the Body Corporate an Agreement of Covenant to comply with the terms of this Agreement;
- (b) that the Caretaker pay to the Body Corporate all legal costs incurred by it in giving its consent;
- (c) if the proposed assignee is a company, other than a public company, personal guarantees from the working directors and principal shareholders; and

- (d) that the assignee, or if it is a company, it or its Controller becomes the registered owner of the Caretaker's Lots and is also the assignee of rights to act as Letting Agent in respect of the Scheme.

9.5 The Body Corporate must not require or receive any premium, payment or benefit for any request to consent or consent given under this clause, except as provided in this clause.

## 10. TERMINATION

10.1 Each of the following events constitutes a default by the Caretaker:

- (a) the Caretaker breaches an obligation under this Agreement and in the Body Corporate's reasonable opinion:
  - (i) the non-observance can be remedied but the Caretaker does not remedy it within 14 days after receiving written notice from the Body Corporate requiring rectification;
  - (ii) the non-observance is substantial and can not be remedied or compensated for; or
  - (iii) the non-observance cannot be remedied but the Body Corporate can be compensated and the Caretaker does not pay the Body Corporate compensation for the breach within 30 days after the Body Corporate gives it a notice to pay;
- (b) it becomes insolvent or is subject to a form of external administration under the Corporations Law or is subject to a sequestration order provided that if a Financier (as defined by the Body Corporate and Community Management Act 1997) or a Controller (as defined in the Corporations Act 2001) is appointed by a Financier to the Caretaker in respect of this Caretaking Agreement, the rights of the Body Corporate to terminate this Caretaking Agreement under this clause do not apply;
- (c) it persistently and repeatedly breaches this Agreement materially or substantially (which shall mean at least 5 times in any one year of the Term) despite the fact that individual breaches may from time to time be remedied;
- (d) it engages in misconduct or is grossly negligent in carrying out or failing to carry out obligations under this agreement;
- (e) if the Caretaker is an individual and it is convicted upon indictment of any criminal charge;
- (f) if the Caretaker sells or transfers its interest in the Manager's Unit without at the same time selling or assigning its interest in this Agreement as required by this Agreement;
- (g) a Related Agreement is terminated;

10.2 If the Caretaker makes default at any time the Body Corporate may at its election by notice in writing at any time terminate this Agreement. Termination of this Agreement is without prejudice of the rights of the Body Corporate in respect of the default by the Caretaker.

10.3 If the Body Corporate fails to perform or observe any of its obligations and duties under this Agreement within 60 days after written notice from the Caretaker

specifying the failure and requiring its rectification, the Caretaker may by written notice terminate this Agreement.

## **11. AUTOMATIC TERMINATION OF CARETAKING AGREEMENT FOR SUBSIDIARY SCHEME**

Intentionally deleted.

## **12. CARETAKER'S LOT**

12.1 The Caretaker may, or if it is a company it or its Controller may own or otherwise have the right to occupy the Caretaker's Lot.

12.2 If, under Clause 12.1, the registered owner of the Caretaker's Lots is some person or persons other than the Caretaker, the Caretaker must if requested by the Body Corporate procure such person or persons to enter into a Deed of Covenant with the Body Corporate (to be prepared by the Body Corporate at the expense of the Caretaker) to be bound by the terms of this Agreement as far as they relate to the Caretaker's Lot.

12.3 If the Body Corporate gives its consent under this Agreement to an assignment of the Caretaker's interest in this Agreement, the Caretaker or the owner of the Caretaker's Lot will be required to sell the Caretaker's Lot so that upon such assignment and sale, there will be compliance with this clause.

12.4 Upon the expiry or sooner termination of this Agreement, the Caretaker will cause the sale of the Caretaker's Lot to the party to whom the Body Corporate enters into an agreement on terms similar to those contained in this Agreement.

12.5 The purchase price of the Caretaker's Lot under this clause will be as agreed, or failing agreement as determined by a registered valuer nominated by the President of the Australian Institute of Valuers and Land Economists (Queensland Chapter). The valuer's costs will be paid by the Body Corporate except in the case of termination of this Agreement as a result of a breach by the Caretaker, in which case the valuer's costs will be paid by the Caretaker.

12.6 The terms and conditions of a sale referred to under this clause will be those contained in the standard REIQ Contract applicable to the sale of community title lots current at the time of such sale, and will provide for a 5% deposit and completion 30 days after the date of the Contract.

## **13. LETTING BUSINESS**

13.1 If the Caretaker or an Associated Party has entered into a Letting Agreement with the Body Corporate contemporaneously with entering into this Agreement, the parties acknowledge and agree that:

- (a) a default under the Letting Agreement will constitute a default under this Agreement, and vice versa;
- (b) upon the expiration or termination of the Letting Agreement, this Agreement will expire or terminate on the same date; and
- (c) the Body Corporate need not give its consent to an assignment of this Agreement unless the Caretaker assigns to the proposed assignee at the same time its interest in the Letting Agreement.

#### **14. FURTHER TERM**

- 14.1 If there is not, at the time the Caretaker gives notice under this clause nor at the end of the Term, an outstanding breach of this Agreement by the Caretaker entitling the Body Corporate to terminate it, the Caretaker may by giving written notice to the Body Corporate not later than three calendar months nor earlier than six calendar months prior to the expiration of the Term, extend or renew this Agreement for the Further Term, otherwise upon the same conditions as are contained in this Agreement with the exception of this clause 14 which will be deleted.
- 14.2 No option may be exercised unless the option in a Related Agreement is exercised.

#### **15. OCCUPATION AUTHORITY**

- 15.1 The Body Corporate grants the Caretaker the exclusive right to use and occupy the area identified on the Occupation Authority Plan to assist the Caretaker in performing its duties under this Agreement.
- 15.2 The Caretaker must keep the Occupation Authority areas in a clean and tidy condition.

#### **16. COMPLIANCE**

- 16.1 The Parties agree to comply with the provisions of all statutes regulating or related to this Agreement.

#### **17. FURTHER ASSURANCES**

- 17.1 Each party must promptly or at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

#### **18. SEVERABILITY**

- 18.1 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

#### **19. ENTIRE UNDERSTANDING**

- 19.1 This Agreement:
- (a) contains the entire Agreement and understanding between the Parties on everything connected with the subject matter of this Agreement;
  - (b) supersedes any prior agreement or understanding or anything connected with that subject matter.
- 19.2 Each Party has entered into this Agreement without relying on any representation by any other Party or any person purporting to represent that Party.

#### **20. VARIATION**

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

#### **21. WAIVER**

- 21.1 A Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

- 21.2 The exercise of a power or right does not preclude either its exercise in the further or the exercise of any other power or rights.
- 21.3 A waiver is not effective unless it is in writing.
- 21.4 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

## **22. COSTS AND DISBURSEMENTS**

- 22.1 Each party must pay its own costs and disbursements connected with the negotiation, preparation and execution of this Agreement.
- 22.2 The Caretaker shall pay all duties associated with this Agreement.

## **23. NOTICES**

- 23.1 A notice or other communication ("Notice") connected with this Agreement has no legal effect unless it is in writing and:
- (a) delivered by hand at the address of the addressee set out in this Agreement or subsequently notified;
  - (b) sent by post, postage pre-paid, to that address; or
  - (c) sent by facsimile to the facsimile number of the addressee.
- 23.2 A Notice is deemed given and received:
- (a) if delivered, upon delivery;
  - (b) if sent by post on the third Business Day (to the address to which it is posted) after posting; or
  - (c) if sent by facsimile before 5.00pm on a Business Day at the place of receipt on the day it is sent or otherwise on the next Business Day at the place of receipt.
- 23.3 Despite the previous clause, a facsimile is not deemed given or received unless at the conclusion of the transmission the sender's facsimile machine issues a transmission report which indicates that relevant facsimile has been sent.

## **24. GOVERNING LAW AND JURISDICTION**

- 24.1 The law of Queensland governs this Agreement.
- 24.2 The parties submit to the non-exclusive jurisdiction of the courts of Queensland and consent to all claims and disputes in relation to this Agreement being instituted in the central Brisbane jurisdiction.

## SCHEDULES OF CARETAKERS SPECIFIC DUTIES

### 1. Cleaning Duties – Specific

To maintain in a clean and tidy condition, using normal commercial practices, those areas of Common Property and elsewhere as nominated, defined at the frequency indicated.

TASK	ITEM	DETAILS	FREQUENCY
1.	Carpark Areas	Sweep or hose dirt and rubbish.	Weekly
		Replace blown light bulbs	Weekly
2.	Pool Areas (including any wading and plunge pool/s) (if any)	Clean pool surrounds and keep orderly. Test and record ph levels and treat pools as required. Maintain consumable supplies.	Daily
4.	Communal recreation (BBQ, sauna and store/plant room) (if any)	Clean and remove rubbish and maintain consumable supplies.	Daily
5.	Toilets (if any)	Clean, remove rubbish and maintain consumable supplies	Twice Daily
6.	Footpaths	Sweep and clean, remove rubbish	Daily as required.
7.	Driveways	Sweep and clean, remove rubbish	Daily as required.

## 2. Gardening Duties – specific

To maintain all common area gardens and facilities to a satisfactory commercial standard at the frequency indicated.

TASK	ITEMS	DETAILS	FREQUENCY
1.	Gardens – common property	Ensure any watering system maintained in good working order and make necessary adjustments to timer to comply with rostered watering days.	Weekly
		Remove all weeds	Weekly
		Trim or prune plants, replace as necessary	As required
		Fertilise	Quarterly
2.	Lawns- common property	Mow and edge	Weekly or when reasonably required in cooler months

Executed as an Agreement the \_\_\_\_\_ day of

20 .

The Common Seal of Rochedale Outlook  
Community Titles Scheme was affixed this]  
day of 20 ]  
in the presence of: ]

A witness

Full name of witness

Chairman  
  
Secretary

Signed Sealed and delivered by  
the Caretaker ]  
the \_\_\_\_\_ day of 20 ]  
in the presence of ]

A witness

Full name of witness

**ANNEXURE A**  
**OCCUPATION AUTHORITY PLAN**



**SCHEDULE 9**  
**Letting Agreement**

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BODY CORPORATE FOR THE ROCHEDALE OUTLOOK COMMUNITY  
TITLES SCHEME

("BODY CORPORATE")

#####

("LETTING AGENT")

## LETTING AGREEMENT

david k lawyers  
lvl 12 300 queen st  
brisbane qld 4000  
australia

Tel: 07 3102 2583 Fax: 07 3839 3006

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**LETTING AGENT'S AGREEMENT  
ROCHEDALE OUTLOOK COMMUNITY TITLES SCHEME**

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 20 .

**BETWEEN:** The Body Corporate for Rochedale Outlook Community Titles Scheme c/- QBS Strata Management, Level 3, 3 Northward, Upper Coomera in the State of Queensland

("Body Corporate")

**AND:** \_\_\_\_\_ of \_\_\_\_\_

("Letting Agent")

**INTRODUCTION:**

- A The Body Corporate has the power to grant the right to conduct the Letting Agent Business and to enter into an agreement for the provision of Letting Services.
- B The Body Corporate will grant the Letting Agent the right to conduct the Letting Agent Business, and the Letting Agent will provide the Letting Services.
- C The Parties wish to record the terms of their agreement on the following terms.

**IT IS AGREED:**

**1. DEFINITIONS**

1.1 Unless the context otherwise requires:

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

"Agreement" means this agreement and all its schedules.

"Associated Party" means:

- (a) in the case of a corporation, a director, secretary or shareholder of that corporation;
- (b) in the case of an individual, a corporation in which the individual is a director, secretary, or shareholder;
- (c) in the case of a partnership, the partners and management staff of the partnership.

"Body Corporate" means the Body Corporate for the Scheme.

"Body Corporate Assets" means the Body Corporate assets for the Scheme.

"Building" means any of the buildings located on the Scheme Land.

"Caretaker" means the caretaker under the Caretakers Agreement.

"Caretaker's Agreement" means the agreement entered into with the Body Corporate with the Caretaker.

"Commencement Date" means *[insert fixed date which will be settlement]*

"The Committee" means the Committee of the Body Corporate.

"Common Property" means the Common Property of the Scheme.

"Complex" means the Lots and Common Property comprised in the Scheme.

"Further Term" means fifteen (15) years commencing on the day immediately after the end of the Term.

"Letting Agent" means the Letting Agent appointed by the Body Corporate for the Scheme.

"Letting Agent Business" means:

- (a) the letting of Lots for residential tenancies;
- (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 Owners and the hiring or renting of storage space (if any) comprising any part of the Letting Agent's Lot;
- (d) the provision of any other ancillary services or goods commonly provided in connection with the letting of lots in a complex of the nature of the Property and/or which the Letting Agent wishes to provide.

"Letting Agent's Lot" means that Lot in the Scheme of which the Caretaker or Associated Party is the registered proprietor (if any).

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

"Lots" means lots in the Scheme.

"Nominee" means the person nominated by the Body Corporate.

"Owners" means the owners of Lots included in the Scheme and includes mortgagees in possession.

"Plan" means the Survey Plan registered for the Scheme.

"Property" means all land comprised in the Scheme and all improvements erected on the land. Where the context permits the definition extends to all adjoining land over which the Body Corporate has easement rights.

"Regulation Module" means the regulation module applying to the Scheme.

"Related Agreement" means any agreement entered into by the Letting Agent with the Body Corporate for the provision of caretaking or other services.

"Related Person" means a person or persons who are the directors or shareholders of the Letting Agent who in the reasonable opinion of the Body Corporate hold effective control of the Letting Agent.

"Representative of the Letting Agent" means:

- (a) where the Letting Agent is a corporation, its officers, managers, employees or agents; and
- (b) where the Letting Agent is an individual, his employees or agents.

"Scheme" means Rochedale Outlook Community Titles Scheme.

"Scheme Land" means the Scheme land identified on the Plan.

"Term" means a period of ten (10) years from the Commencement Date.

## **2. INTERPRETATION**

### **2.1 Reference to:**

- (a) One gender includes the other genders.
- (b) Singular includes the plural and the plural includes the singular.
- (c) A person includes a body corporate.
- (d) A party includes the parties' executors, administrators, successors and permitted assigns.
- (e) A statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
  - (i) that Statutory Provision as amended or re-enacted from time to time; and
  - (ii) a statute, regulation or provision enacted in replacement of the Statutory Provision.
- (f) All monetary amounts are in Australian dollars, unless otherwise stated.
- (g) If a party consists of more than one person then this Agreement binds them jointly and each of them separately.
- (h) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.
- (i) A party which is a trustee is bound both personally and in its capacity as a trustee.
- (j) "Including" and similar expressions are not words of limitation.

- (k) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (l) If an act must be done, or the last day upon which it may be done, falls on a specified day which is not a Business Day, the act must be done instead on the next Business Day.

### **3. APPOINTMENT AND TERM**

- 3.1 The Body Corporate appoints the Letting Agent for the Term to conduct the Letting Services from the Commencement Date being the            day of            20    and ending 10 years later on the            day of            20    .

### **4. LETTING AGENT BUSINESS**

- 4.1 The Body Corporate authorises the Letting Agent to conduct a Letting Agent Business for the Scheme during the Term.

### **5. ACKNOWLEDGEMENT**

- 5.1 The Letting Agent acknowledges that Owners are free to choose whether or not they use the services of the Letting Agent or instead, use the services of some other person.

- 5.2 The Body Corporate and the Letting Agent acknowledge and agree that:

- (a) no remuneration is payable by the Body Corporate under this Agreement or is attributable or apportionable for the conducting of the Letting Agent Business or providing the Letting Services.
- (b) the Letting Agent is entitled to receive commission and/or fees for providing the Letting Agent Business or the Letting Services from such of the Owners in the Scheme. Any commission and/or fees received by the Letting Agent will be at the rate agreed between the Letting Agent and the consumer of those Letting Services.
- (c) the Body Corporate will not authorise the conduct of the Letting Services from any Lot in the Scheme other than the Letting Agent's Lot during the Term.
- (d) the Owner of a Lot may at its discretion engage persons other than the Letting Agent for the provision of Letting Services.
- (e) the Body Corporate makes no representation that Owners will appoint the Letting Agent as Letting Agent or use the Letting Agent to provide Letting Services.

- 5.3 The Body Corporate consents to the Letting Agent registering and using a business name incorporating the name of the Scheme (excluding "Community Titles Scheme") or any part of it for the Term and the Further Term.

### **6. LETTING AGENT'S OBLIGATIONS**

- 6.1 The Letting Services may be carried out by the Letting Agent or the Representative of the Letting Agent.

6.2 The Letting Agent must conduct the Letting Agent Business and will provide the Letting Services from the Letting Agent's Lot or from any other part of the Property designated for use by the Letting Agent for that purpose.

6.3 The Letting Agent must:

- (a) offer Letting Services for the Owners who require that service;
- (b) conduct the Letting Services in a competitive manner to the standard reasonably expected of a development of this type;
- (c) 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;
- (d) obtain and comply with all necessary permits, consents or licenses required to provide the Letting Services;
- (e) if there is a Letting Agent's Lot, maintain and staff a reception area from or adjacent to the Letting Agent's Lot during such hours as reasonably necessary for the proper conduct of the Letting Services; or

If there is no Letting Agent Lot, the Letting Agent must maintain and keep open an office as a reception for the letting business during the following minimum hours:

Monday – Friday 9.00am -5.00pm; and  
Saturday – 9.00am – 12noon

For the avoidance of doubt, if the Letting Agent is absent from the office during the above hours while performing its obligations under this Agreement then it will be sufficient compliance with this clause for the Letting Agent to be contactable via telephone during that time.

The Letting Agent must also be contactable by telephone or mobile phone 24/7 hours in the event of an emergency;

- (f) respond to the Body Corporate and occupants promptly
- (g) treat all Owners fairly;
- (h) not discriminate between Owners in the Scheme when letting Lots;
- (i) not give or take any secret commission;
- (j) keep proper records of all lettings and account to the Owners regularly regarding lettings and expenditure incurred in conjunction with those lettings;
- (k) accept the right of Owners to use other Letting Services and must not harass Owners in any way to obtain listings for the Letting Services;
- (l) only let a Lot for those purposes permitted by law and by the by-laws for the scheme;
- (m) supervise the standard of tenants of all lettings arranged by it and ensure so far as practicable that no nuisance is created on the Scheme Land and that the Building and Lots in the Scheme are not brought into disrepute;
- (m) to reside, or if the Letting Agent is a corporation, ensure that the person operating

the Letting Agent Business, resides in the Letting Agent's Lot (If there is one); and

- (n) keep the Letting Agent's Lot (if there is one) clean and tidy and ensure that the Letting Agent Business is open and staffed at all times during normal office hours.

## **7. LETTING AGENT'S CONDUCT**

7.1 The Letting Agent must:

- (a) act honestly, fairly and professionally in conducting the Letting Agent Business;
- (b) exercise reasonable skill, care and diligence in conducting the Letting Agent Business;
- (c) as far as practicable, act in the best interests of the Body Corporate and individual lot owners, unless it is unlawful to do so;
- (d) take reasonable steps to ensure an employee of the Letting Agent complies with the Act, in conducting the Letting Agent Business;
- (e) not engage in fraudulent or misleading conduct in conduct in the Letting Agent Business;
- (f) not engage in unconscionable conduct in conducting the Letting Agent Business under the Letting Agent's authorisation;
- (g) not:
  - (i) cause a nuisance or hazard on Scheme Land; or
  - (ii) interfere unreasonably with the use or enjoyment of a Lot included in the Scheme; or
  - (iii) interfere unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property; or
  - (iv) otherwise behave in a way that unreasonably affects a person's lawful use or enjoyment of a Lot or Common Property.

## **8. BODY CORPORATE'S OBLIGATIONS**

8.1 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 in the Complex; a business the same or similar to the Letting Business.

8.2 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 complex of the nature as the Complex; and

- (b) co-operate with the Letting Agent in taking all action reasonably and practically necessary to stop any person or entity from conducting in the Complex a business the same or similar to the Letting Business.

## **9. SIGNS**

9.1 The Letting Agent may at its own cost, erect or procure the erection of signs in or about this Scheme Land for the purpose of promoting and advertising the Letting Services. Those signs must be of a size, type and design and be placed in locations approved of in writing by the Committee.

9.2 Upon the expiry or termination of this Agreement the Letting Agent must remove any signs erected pursuant to this clause and restore the surfaces of the effected Scheme Land to its original condition.

## **10. INSTRUCTIONS**

10.1 The Body Corporate must:

- (a) nominate one person to communicate with the Letting Agent on its behalf; and
- (b) notify the Letting Agent in writing of the appointment of that Nominee or its replacement.

10.2 The Letting Agent must:

- (a) confer with the Nominee concerning the Letting Services; and
- (b) attend any general meeting or Committee meeting of the Body Corporate if requested and given reasonable notice by the Nominee.

## **11. ASSIGNMENT**

11.1 The Letting Agent must not assign its interest in this Agreement unless it obtains the Body Corporate's consent.

11.2 The Body Corporate must:

- (a) not unreasonably, arbitrarily or capriciously refuse or delay giving its consent to any proposed assignment; and
- (b) give its consent or refusal to any proposed assignment within 30 days of the Letting Agent giving to it the information reasonably necessary for the Body Corporate to properly consider the proposed assignment.

11.3 Before giving its consent to any proposed assignment, the Body Corporate will be entitled to require:

- (a) satisfactory evidence that the proposed assignee and any Associates are financially sound and reputable, responsible, respectable and capable of satisfactorily performing the Letting Services; and
- (b) two business references, two personal references and a bank reference of the proposed assignee and any Associates.

- 11.4 As a condition of giving its consent to any assignment, the Body Corporate will be entitled to require:
- (a) that the proposed assignee execute in favour of the Body Corporate a Deed of Covenant to comply with the terms of this Agreement;
  - (b) that the Letting Agent pay to the Body Corporate all legal costs incurred by it in giving its consent;
  - (c) if the proposed assignee is a company, other than a public company, personal guarantees from the working directors and principal shareholders; and
  - (d) that the assignee, or if it is a company, it or the Related Person become the registered owner of the Letting Agent's Lot (if applicable) and is also the assignee of rights to act as Caretaker in respect of the Scheme.
- 11.5 The Body Corporate must not require or receive any premium, payment or benefit for any request to consent or consent given under this clause, except as provided in Clause 11.4(b).

## **12. TERMINATION**

12.1 Each of the following events constitute a default by the Letting Agent:

- (a) the Letting Agent breaches an obligation under this Agreement and in the Body Corporate's reasonable opinion:
  - (i) the non observance can be remedied but the Letting Agent does not remedy it within 14 days after receiving written notice from the Body Corporate requiring rectification;
  - (ii) the non-observance is substantial and can not be remedied or compensated for; or
  - (iii) the non observance can not be remedied but the Body Corporate can be compensated and the Letting Agent does not pay the Body Corporate compensation for the breach within 30 days after the Body Corporate gives it a notice to pay.
- (b) it becomes insolvent or is subject to a form of external administration under the Corporations Law or is subject to a sequestration order provided that if a Financier (as defined by the Body Corporate and Community Management Act 1997) or a Controller (as defined in the Corporations Act 2001) is appointed by a Financier to the Caretaker in respect of this Caretaking Agreement, the rights of the Body Corporate to terminate this Caretaking Agreement under this clause do not apply;
- (c) persistently and repeatedly breaches this Agreement materially or substantially (which shall mean at least 5 times in any one year of the Term) despite the fact that individual breaches may from time to time be remedied;
- (d) engages in misconduct or is grossly negligent in carrying out or failing to carry out obligations under this agreement;

- (e) if the Letting Agent is an individual and is convicted upon indictment of any criminal charge;
- (f) if the Letting Agent sells or transfers its interest in the Letting Agent's Lot without at the same time selling or assigning its interest in this Agreement as required by this Agreement;
- (g) if a Related Agreement is terminated;

12.2 If the Letting Agent makes default at any time the Body Corporate may at its selection by notice in writing at any time terminate this Agreement. Termination of this Agreement is without prejudice of the rights of the Body Corporate in respect of the default by the Letting Agent.

12.3 If the Body Corporate fails to perform or observe any of its obligations and duties under this Agreement within 60 days after written notice from the Letting Agent specifying the failure and requiring its rectification, the Letting Agent may by written notice terminate this Agreement.

### **13. AUTOMATIC TERMINATION OF LETTING AGREEMENT FOR SUBSIDIARY SCHEME**

Intentionally deleted

### **14. FURTHER TERM**

14.1 If there is not, at the time the Letting Agent gives notice under this clause nor at the end of the Term, an outstanding breach of this Agreement by the Letting Agent entitling the Body Corporate to terminate it, the Letting Agent may by giving written notice to the Body Corporate not later than 3 calendar months nor earlier than 6 calendar months prior to the expiration of the Term, extend or renew this Agreement for the Further Term, otherwise upon the same conditions as are contained in this Agreement with the exception of this clause which will be deleted.

14.2 No option may be exercised unless the option in a Related Agreement is exercised.

### **15. LETTING AGENT'S LOT**

15.1 The Letting Agent may, or if it is a company it or its Related Person may own or otherwise have the right to occupy the Letting Agent's Lot.

15.2 If, under the previous clause the registered owner of the Letting Agent's Lot is some person or persons other than the Letting Agent, the Letting Agent must procure such person or persons to enter into a Deed of Covenant with the Body Corporate (to be prepared by the Body Corporate at the expense of the Letting Agent) to be bound by the terms of this Agreement as far as they relate to the Letting Agent's Lot.

15.3 If the Body Corporate gives its consent to an assignment of the Letting Agent's interest in this Agreement, the Letting Agent or the owner of the Letting Agent's Lot will be required to transfer the Letting Agent's Lot so that upon such assignment and transfer, there will be compliance with this Agreement.

- 15.4 Upon the termination of this Agreement, the Letting Agent will cause the transfer of the Letting Agent's Lot to the party to whom the Body Corporate enters into an agreement on terms similar to those contained in this Agreement.
- 15.5 The purchase price of the Letting Agent's Lot under this clause will be as agreed, or failing agreement as determined by a registered valuer nominated by the President of the Australian Institute of Valuers and Land Economists (Queensland Chapter). The valuer's costs will be paid by the Body Corporate except in the case of termination of this Agreement as a result of a breach by the Letting Agent, in which case the valuer's cost will be paid by the Letting Agent.
- 15.6 The terms and conditions of a sale referred to in clause 15.4 will be those contained in the standard REIQ contract applicable to the sale of strata title lots current at the time of such sale, and will provide for a 5% deposit and completion 30 days after the date of the contract.

## **16. CARETAKING BUSINESS**

- 16.1 If the Letting Agent has entered into a Caretaking Agreement with the Body Corporate contemporaneously with entering into this Agreement, the parties acknowledge and agree that:
- (a) a default under either of the Caretaking Agreement will constitute a default under this Agreement and vice versa;
  - (b) upon the expiration or termination of the Caretaking Agreement, this Agreement will expire or terminate on the same date; and
  - (c) the Body Corporate need not give its consent to an assignment of this Agreement unless the Letting Agent assigns to the proposed assignee at the same time its interest in the Caretaking Agreements.

## **17. COMPLIANCE**

- 17.1 The Parties agree to comply with the provisions of all statutes regulating or related to this Agreement.

## **18. FURTHER ASSURANCES**

- 18.1 Each party must promptly or at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

## **19. SEVERABILITY**

- 19.1 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

## **20. ENTIRE UNDERSTANDING**

- 20.1 This Agreement:
- (a) contains the entire Agreement and understanding between the Parties on everything connected with the subject matter of this Agreement; and
  - (b) supersedes any prior agreement or understanding or anything connected with that subject matter.

20.2 Each Party has entered into this Agreement without relying on any representation by any other Party or any person purporting to represent that Party.

## **21. VARIATION**

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

## **22. WAIVER**

22.1 A Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

22.2 The exercise of a power or right does not preclude either its exercise in the further or the exercise of any other power or rights.

22.3 A waiver is not effective unless it is in writing.

22.4 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

## **23. COSTS AND DISBURSEMENTS**

23.1 Each party must pay its own costs and disbursements connected with the negotiation, preparation and execution of this Agreement.

23.2 The Letting Agent shall pay all duties associated with this Agreement.

## **24. NOTICES**

24.1 A notice or other communication ("Notice") connected with this Agreement has no legal effect unless it is in writing and:

- (a) delivered by hand at the address of the addressee set out in this Agreement or subsequently notified;
- (b) sent by post, postage pre-paid, to that address; or
- (c) sent by facsimile to the facsimile number of the addressee.

24.2 A Notice is deemed given and received:

- (a) if delivered, upon delivery;
- (b) if sent by post on the third Business Day (to the address to which it is posted) after posting; or
- (c) if sent by facsimile before 5.00pm on a Business Day at the place of receipt on the day it is sent or otherwise on the next Business Day at the place of receipt.

24.3 Despite the previous clause, a facsimile is not deemed given or received unless at the conclusion of the transmission the sender's facsimile machine issues a transmission report which indicates that relevant facsimile has been sent.

**25. GOVERNING LAW AND JURISDICTION**

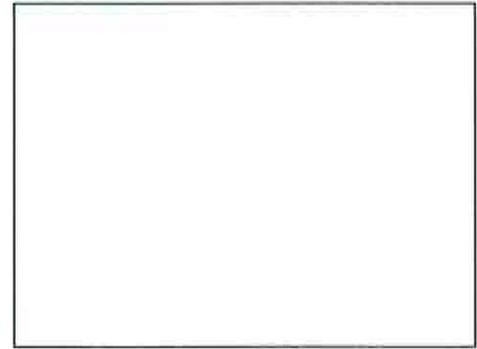
25.1 The law of Queensland governs this Agreement.

25.2 The parties submit to the non-exclusive jurisdiction of the courts of Queensland and consent to all claims and disputes in relation to this Agreement being instituted in the central Brisbane jurisdiction.

Executed as an Agreement the \_\_\_\_\_ day of

20 .

The Common Seal of Rochedale Outlook  
Community Titles Scheme was affixed this ]  
\_\_\_\_\_ day of 20 ]  
in the presence of: ]

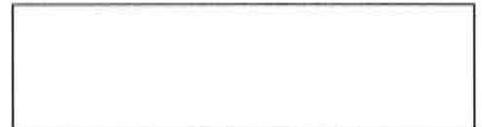


A witness

Full name of witness

Chairman

Signed Sealed and delivered by \_\_\_\_\_ ]  
the Letting Agent \_\_\_\_\_ ]  
the \_\_\_\_\_ day of 20 \_\_\_\_\_ ]  
in the presence of \_\_\_\_\_ ]



A witness

Full name of witness



**SCHEDULE 10**

**Body Corporate Assets**

NIL PROPOSED



**SCHEDULE 11**

**Proxy Form**

**Proxy form for body corporate general meetings**

Body Corporate and Community Management Act 1997

This form is effective from 29 August 2011

ABN: 13 846 673 994

Department of  
Justice and Attorney-General

**Section 1 - Body corporate secretary details**

Name QBS Strata Management

Address of scheme 281 Gardner Rd

Suburb Rosedale State QLD Postcode 4123

**Section 2 - Authorisation**

The Regulations set out a number of restrictions on the use of proxies, including an ability for the body corporate to further restrict their use including prohibition.

**Note:**  
If there is insufficient space please attach separate sheets.

Name of owner 1 \_\_\_\_\_

Signature \_\_\_\_\_ Dated:   /   /

Name of owner 2 \_\_\_\_\_

Signature \_\_\_\_\_ Dated:   /   /

Lot number/s \_\_\_\_\_ Plan number \_\_\_\_\_

Name of scheme \_\_\_\_\_

CMS number \_\_\_\_\_

Appoint (full name) \_\_\_\_\_

as my/our proxy to vote on my/our behalf (including adjournments) at  
(please tick **one**)

The general meeting to be held on   /   /

All general meetings held before   /   /

All general meetings held during the rest of the body corporate's financial year unless I/we serve you with a prior written withdrawal of the appointment.

Signature of proxy holder \_\_\_\_\_ Dated:   /   /

Residential address \_\_\_\_\_

Suburb \_\_\_\_\_ State    Postcode

Postal address \_\_\_\_\_

Suburb \_\_\_\_\_ State    Postcode