



# CLEARVIEW URBAN VILLAGE

## SOUTH PRECINCT - STAGE 2

### 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 “Clearview Urban Village – South Precinct” as identified by the corresponding Lot Number on the draft Plan contained in Schedule 1
2.	<b>Seller</b>	Property Developments No. 1 Pty Ltd ACN 150 555 856
	<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 - see Schedule 3</li> </ul> </li> </ul>



		<ul style="list-style-type: none"> <li>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</li> </ul> <p>b) Service Contractor (Caretaker Agreement)</p> <ul style="list-style-type: none"> <li>i. the terms of the engagement – substantially similar to the Agreement in Schedule 8</li> <li>ii. the estimated cost of the engagement to the Body Corporate - see Schedule 3</li> <li>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</li> </ul> <p>c) A Development Deed with the terms of the proposed contract substantially similar to the deed in Schedule 12 with no cost to the Body Corporate.</p> <p>d) An Agreement with Origin Energy Electricity Limited for centralised Energy Equipment– see Schedule 13</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 Plan S.213AA and S213(2)(a)</b>	This Disclosure Statement is accompanied by a Disclosure Plan for the Proposed Lot. The Disclosure Plan is contained in Schedule 1 of this Disclosure Statement.
13.	<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
14.	<b>Date Seller must settle contract S.213(2)(aa) and S.217B</b>	Up to 5 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>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> <ul style="list-style-type: none"> <li>i. The sunset date or, if the buyer requests a later date for settlement and the seller agrees, the later date;</li> <li>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</li> </ul> <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>
15.	<b>Development Deed</b>	As specified in the Contract to be entered into by the Body Corporate and the Seller as contained in Schedule 12.
16.	<b>Signing by Seller</b>	 Seller or Seller's authorised agent Dated 17 /12/ 2020
17.	<b>Buyers Acknowledgment</b>	The Buyer acknowledges having received and read this Statement from the Seller before entering into the Contract Buyer Dated / /



## SCHEDULE 1

### Disclosure Plan

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

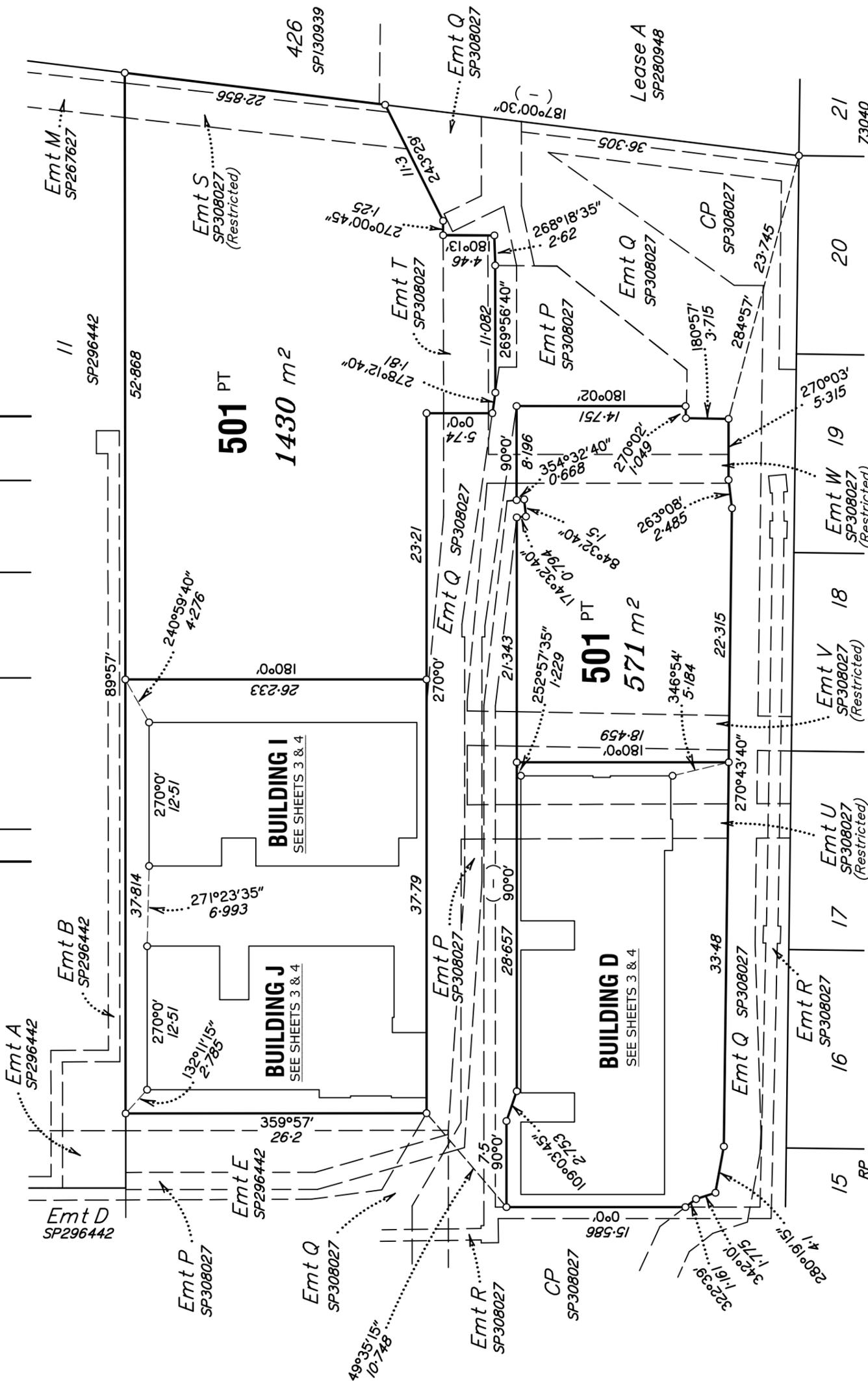
[Note: The building format plan in this Schedule is in draft form only and subject to a final survey. The plan must be read and construed subject to the provisions of the Contract. The location and area of the Lot and other characteristics and dimensions of the Lot may change as permitted by the provisions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

**Total Area of Lot 501**  
2001 m<sup>2</sup>

**Total Base Parcel Area**  
( ) 991 m<sup>2</sup>  
( ) 710 m<sup>2</sup>  
Total 1701 m<sup>2</sup>

STN	TO	ORIGIN	BEARING	DIST

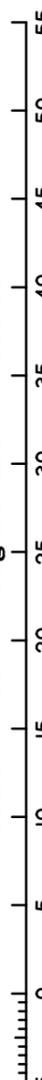
The Seller, under the Contract Terms, is entitled to make Variations to the Lot, including its location, area, size, dimensions and elevation. Without limitation, if the area of the Lot on the Plan is not more than 5% different to the total area of the Lot as shown on this Plan, the Variation is deemed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



Peg placed at all new corners, unless otherwise stated.  
Lot 501 is a Standard Format Lot.  
All Buildings are 2-Storey Rendered Brick.  
See Sheet 3 for Reinstatement Report.

PRELIMINARY

Scale 1:400 - Lengths are in Metres.



Wolter Consulting Group Pty Ltd (ACN 147 343 084) hereby certify that this plan has been prepared by us as a preliminary copy of the proposed subdivision from supplied design drawings provided by Heran Building Group on 12/10/2020.

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.

*AR*  
Cadastral Surveyor

16-12-2020  
Date

**Plan of Lots 16-20, 33-38, 501 & Common Property**

*Cancelling Lot 500 and part of Common Property of Clearview Urban Village-South Precinct CTS (CP on SP308027)*

LOCAL GOVERNMENT: **BRISBANE CITY** LOCALITY: **SEVEN HILLS**

Meridian: **SP308027**

Survey Records: *No*

Scale: **1:400**

Format: **BUILDING**

PROPOSED  
**SP308028**  
VERSION E - 16-12-2020

150 mm State copyright reserved.

**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 500 on SP308027 CP on SP308027	16-20, 33-38, 501 & CP 36-38	_____	_____

SP308027 to register prior to the registration of this survey plan.

P R E L I M I N A R Y

Date of Development Approval: - -2020

**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>

16-20, 33-38, 501 & CP	Lot 425 on SP130939
Lots	Orig

2. Orig Grant Allocation :

3. References :  
Dept File :  
Local Govt :  
Surveyor : **SB2588-J2**

5. Passed & Endorsed :

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

8. Insert Plan Number **SP308028**

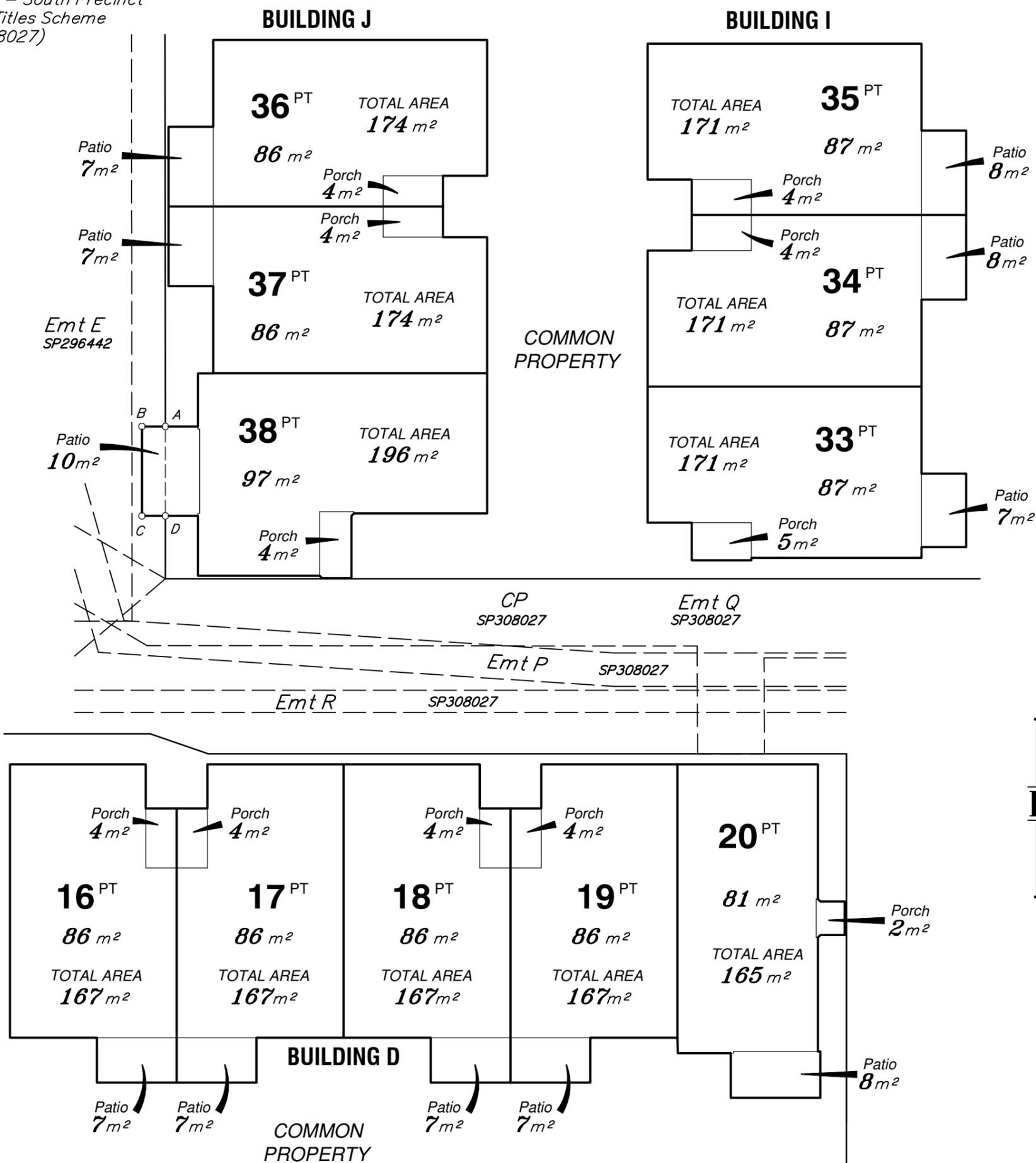
Reinstatement Report

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

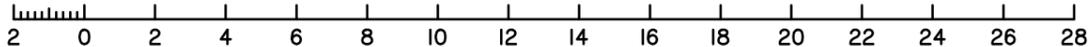
The reinstatement of the subject boundaries directly follows the precedent established by SP308027.

(A-B-C-D-A)

Previously Common Property of Clearview Urban Village – South Precinct Community Titles Scheme (CP on SP308027)



Scale 1:200 - Lengths are in Metres.



**LEVEL A**

SCALE 1:200

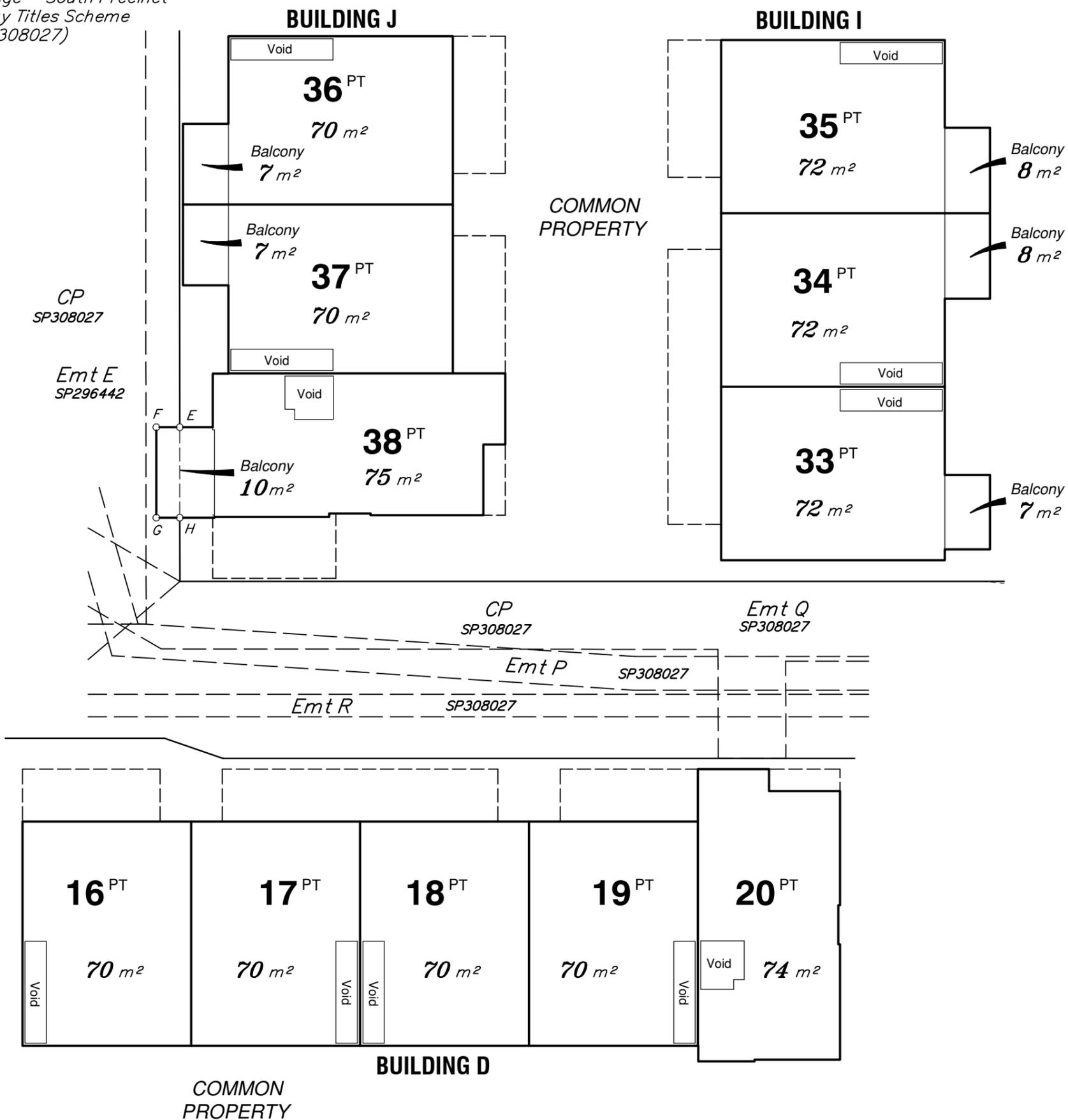
State copyright reserved.

Insert Plan Number

**SP308028**

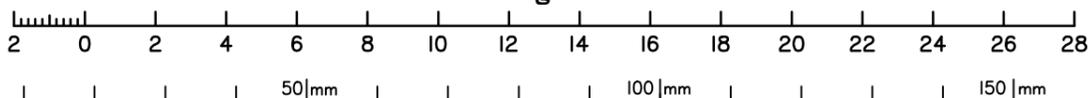
(E-F-G-H-E)

Previously Common Property of Clearview  
Urban Village – South Precinct  
Community Titles Scheme  
(CP on SP308027)



----- Denotes outline of level below

Scale 1:200 – Lengths are in Metres.



**LEVEL B**  
SCALE 1:200

State copyright reserved.

Insert Plan Number **SP308028**



**BUILDING GROUP**

ABN 22 010 071 744

**DESIGNERS AND BUILDERS  
OF QUALITY HOMES**

EST. 1952

LEVEL 3, 301/50 MARINE PARADE  
SOUTHPORT, GOLD COAST, QLD, 4215  
PH: (07) 5528 0111 FAX: (07) 5528 0333

~ MASTER DRAWINGS ~

**UNIT 16-20**

**EASTPORT WESTPORT QUIN**

ADDRESS PREC J GRIFFITH PLACE SEVEN HILLS

CLIENT HERAN BUILDING GROUP

JOB No 5036

DRAWN TB

**FLOOR AREAS**

UNIT 16	6.8 m <sup>2</sup>
PATIO	3.3 m <sup>2</sup>
PORCH	3.3 m <sup>2</sup>
Exterior Area	10.1 m <sup>2</sup>
LIVING (FF)	49.9 m <sup>2</sup>
GARAGE	39.1 m <sup>2</sup>
LIVING (FF)	76.5 m <sup>2</sup>
Gross Building Area	165.5 m <sup>2</sup>
	175.6 m <sup>2</sup>

UNIT 17	6.8 m <sup>2</sup>
PATIO	3.3 m <sup>2</sup>
PORCH	3.3 m <sup>2</sup>
Exterior Area	10.1 m <sup>2</sup>
LIVING (FF)	48.6 m <sup>2</sup>
GARAGE	39.2 m <sup>2</sup>
LIVING (FF)	75.5 m <sup>2</sup>
Gross Building Area	163.3 m <sup>2</sup>
	173.4 m <sup>2</sup>

UNIT 18	3.3 m <sup>2</sup>
PORCH	6.8 m <sup>2</sup>
PATIO	6.8 m <sup>2</sup>
Exterior Area	10.1 m <sup>2</sup>
GARAGE	39.2 m <sup>2</sup>
LIVING (GF)	48.6 m <sup>2</sup>
LIVING (FF)	75.5 m <sup>2</sup>
Gross Building Area	163.3 m <sup>2</sup>
	173.4 m <sup>2</sup>

**FLOOR AREAS**

UNIT 19	3.3 m <sup>2</sup>
PORCH	6.8 m <sup>2</sup>
PATIO	6.8 m <sup>2</sup>
Exterior Area	10.1 m <sup>2</sup>
LIVING (GF)	48.6 m <sup>2</sup>
GARAGE	39.2 m <sup>2</sup>
LIVING (FF)	75.5 m <sup>2</sup>
Gross Building Area	163.3 m <sup>2</sup>
	173.4 m <sup>2</sup>

UNIT 20	1.0 m <sup>2</sup>
PORCH	8.2 m <sup>2</sup>
PATIO	8.2 m <sup>2</sup>
Exterior Area	9.2 m <sup>2</sup>
LIVING (GF)	44.0 m <sup>2</sup>
GARAGE	39.9 m <sup>2</sup>
LIVING (FF)	81.1 m <sup>2</sup>
Gross Building Area	165.0 m <sup>2</sup>
	174.2 m <sup>2</sup>
Grand total	869.9 m <sup>2</sup>



**DRAWING SCHEDULE**

01	LOCATION PLAN
02	SITE PLAN
03	GROUND FLOOR PLAN Units 18-20
03.1	GROUND FLOOR PLAN Units 16-17
04	FIRST FLOOR PLAN units 18-20
04.1	FIRST FLOOR PLAN Unit 16-17
05	ROOF PLAN
06	ELEVATIONS 1
07	ELEVATIONS 2
08	SECTIONS
09	SLAB LAYOUT

**DRAWING SCHEDULE**

APP 01	GROUND FLOOR BRACING
APP 02	FIRST FLOOR BRACING
APP 03	BEAM & JOIST LAYOUT
APP 04	TIEDOWN & BRACING INFO
APP 05	WET AREA DETAILS (GF WESTPORT)
APP 05.1	WET AREAS DETAILS (FF WESTPORT)
APP 07	WET AREA DETAILS (FF EASTPORT TYPE B)
APP 7.1	WETA AREA DETAILS (GF EASTPORT)
APP 08	ELECTRICAL LAYOUT
APP 09	FIRE WALL
APP 10	BRACING DETAIL
APP 11	DETAILS

**NOTE:**

- GFA SHOWN ON ARCHITECTURAL PLANS MAY DIFFER FROM GFA SHOWN ON SALES PLANS



No.	Description	Date
1	BA ISSUE	30.11.20

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	EASTPORT WESTPORT QUIN	LOCATION PLAN
Location	Unit Number	Scale
PREC J GRIFFITH PLACE SEVEN HILLS	UNIT 16-20	1 : 500
Client	Project Number	Drawn by
HERAN BUILDING GROUP	5036	TB
		Date
		NOV 2020
		Revision
		1



ABN 22 010 071 744  
 DESIGNERS AND BUILDERS  
 OF QUALITY HOMES EST. 1952  
 301/50 MARINE PARADE  
 SOUTHPORT QLD 4215  
 P. 07 5528 0111  
 F. 07 5528 0333



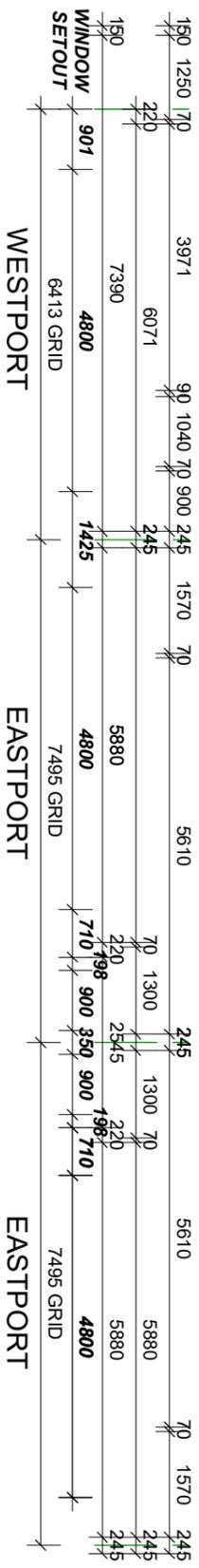
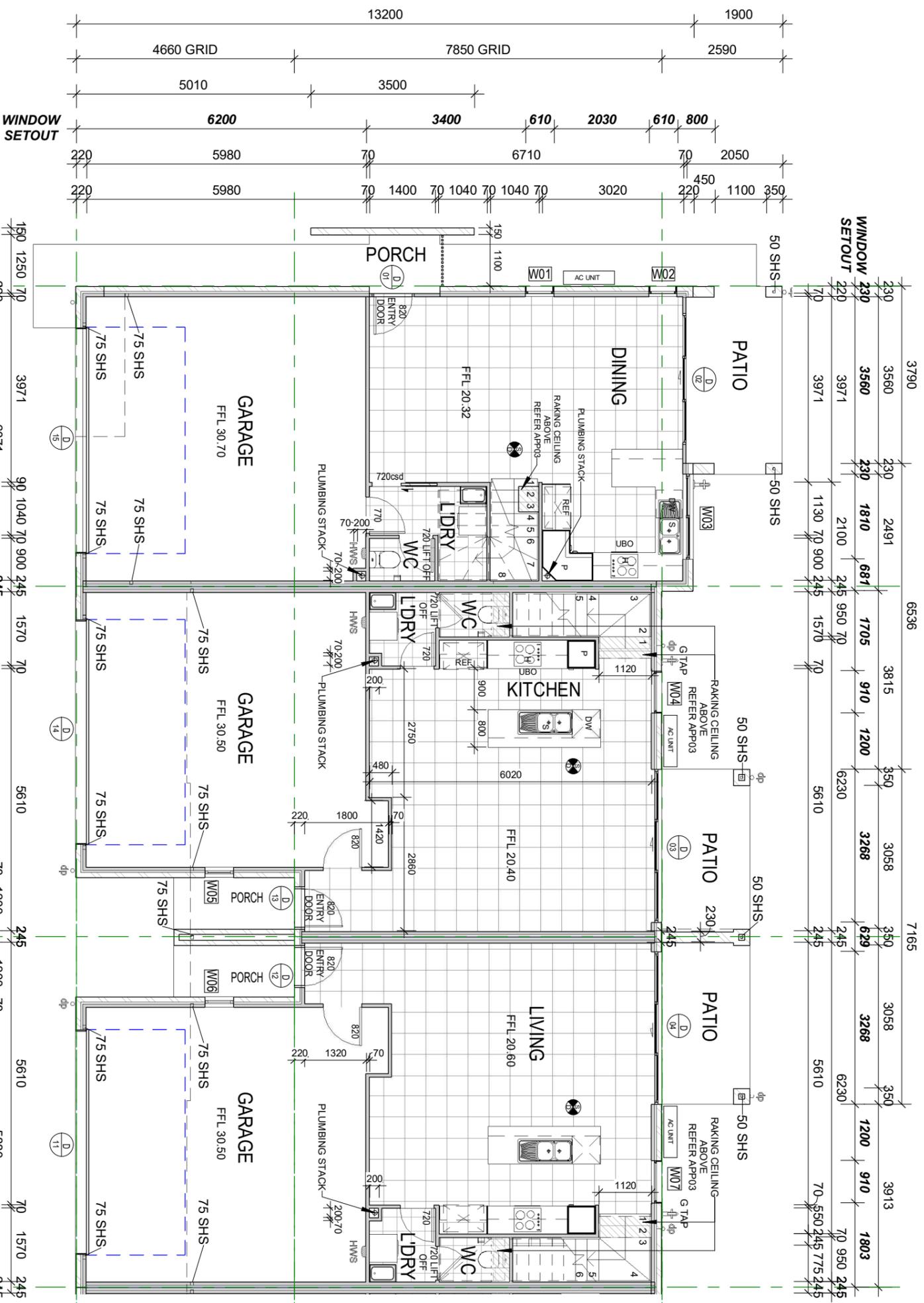
Mark	Type	Lintel MGP12	Acoustic Info	Seals
01	18.06 AW	140 x 35		No
02	18.06 AW	140 x 35		No
03	12.18 SW	2/240 x 35		No
04	18.09 AW	140 x 35		No
05	18.06 FW	140 x 35		No
06	18.06 FW	140 x 35		No
07	18.09 AW	140 x 35		No
08	18.09 AW	140 x 35		No
09	18.06 FW	140 x 35		No
10	18.06 FW	140 x 35		No
11	18.09 AW	140 x 35		No
12	06.09 SW	140 x 35		No
13	06.09 SW	140 x 35		No

Mark	Type	Lintel MGP12	Acoustic Info	Seals
01	820 ENTRY DOOR	140 x 35		No
02	21.27 SD	2/240x35		No
03	21.31 SD	2/240x35		No
04	21.31 SD	2/240x35		No
05	21.31 SD	2/240x35		No
06	21.31 SD	2/240x35		No
07	21.48 PANEL LIFT	240 x 65 18C		No
08	820 ENTRY DOOR	140 x 35		No
09	820 ENTRY DOOR	140 x 35		No
10	21.48 PANEL LIFT	240 x 65 18C		No
11	21.48 PANEL LIFT	240 x 65 18C		No
12	820 ENTRY DOOR	140 x 35		No
13	820 ENTRY DOOR	140 x 35		No
14	21.48 PANEL LIFT	240 x 65 18C		No
15	21.48 PANEL LIFT	240 x 65 18C		No

**NOTES**

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

VERTICAL JOINT NOTE	M	H1	H2	E
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



**DOOR SCHEDULE (EXT.) GROUND FLOOR**

No.	Description	Date	Project	Unit Type	Sheet Name
1	BA ISSUE	30.11.210	MULTIPLE DWELLING UNITS	EASTPORT WESTPORT QUIN	GROUND FLOOR PLAN Units 18-20

**HERAN**  
 BUILDING GROUP PTY. LTD.  
 301/50 MARINE PARADE  
 SOUTHPORT QLD 4215  
 P. 07 5528 0111  
 F. 07 5528 0333

ABN 22 010 071 744  
 DESIGNERS AND BUILDERS  
 OF QUALITY HOMES EST. 1952

Client: HERAN BUILDING GROUP  
 Location: PREC J GRIFFITH PLACE SEVEN HILLS  
 Scale: 1 : 100  
 Project Number: 5036  
 Drawing Number: 03  
 Date: NOV 2020  
 Revision: 1



Mark	Type	Lintel MGP12	Acoustic Info	Seals
01	18.06 AW	140 x 35		No
02	18.06 AW	140 x 35		No
03	12.18 SW	2/240 x 35		No
04	18.09 AW	140 x 35		No
05	18.06 FW	140 x 35		No
06	18.06 FW	140 x 35		No
07	18.09 AW	140 x 35		No
08	18.09 AW	140 x 35		No
09	18.06 FW	140 x 35		No
10	18.06 FW	140 x 35		No
11	18.09 AW	140 x 35		No
12	06.09 SW	140 x 35		No
13	06.09 SW	140 x 35		No

Mark	Type	Lintel MGP12	Acoustic Info	Seals
01	820 ENTRY DOOR	140 x 35		No
02	21.27 SD	2/240x35		No
03	21.31 SD	2/240x35		No
04	21.31 SD	2/240x35		No
05	21.31 SD	2/240x35		No
06	21.31 SD	2/240x35		No
07	21.48 PANEL LIFT Woodland grey	240 x 65 18C		No
08	820 ENTRY DOOR	140 x 35		No
09	820 ENTRY DOOR	140 x 35		No
10	21.48 PANEL LIFT Woodland grey	240 x 65 18C		No
11	21.48 PANEL LIFT Woodland grey	240 x 65 18C		No
12	820 ENTRY DOOR	140 x 35		No
13	820 ENTRY DOOR	140 x 35		No
14	21.48 PANEL LIFT Woodland grey	240 x 65 18C		No
15	21.48 PANEL LIFT Woodland grey	240 x 65 18C		No

**NOTES**

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

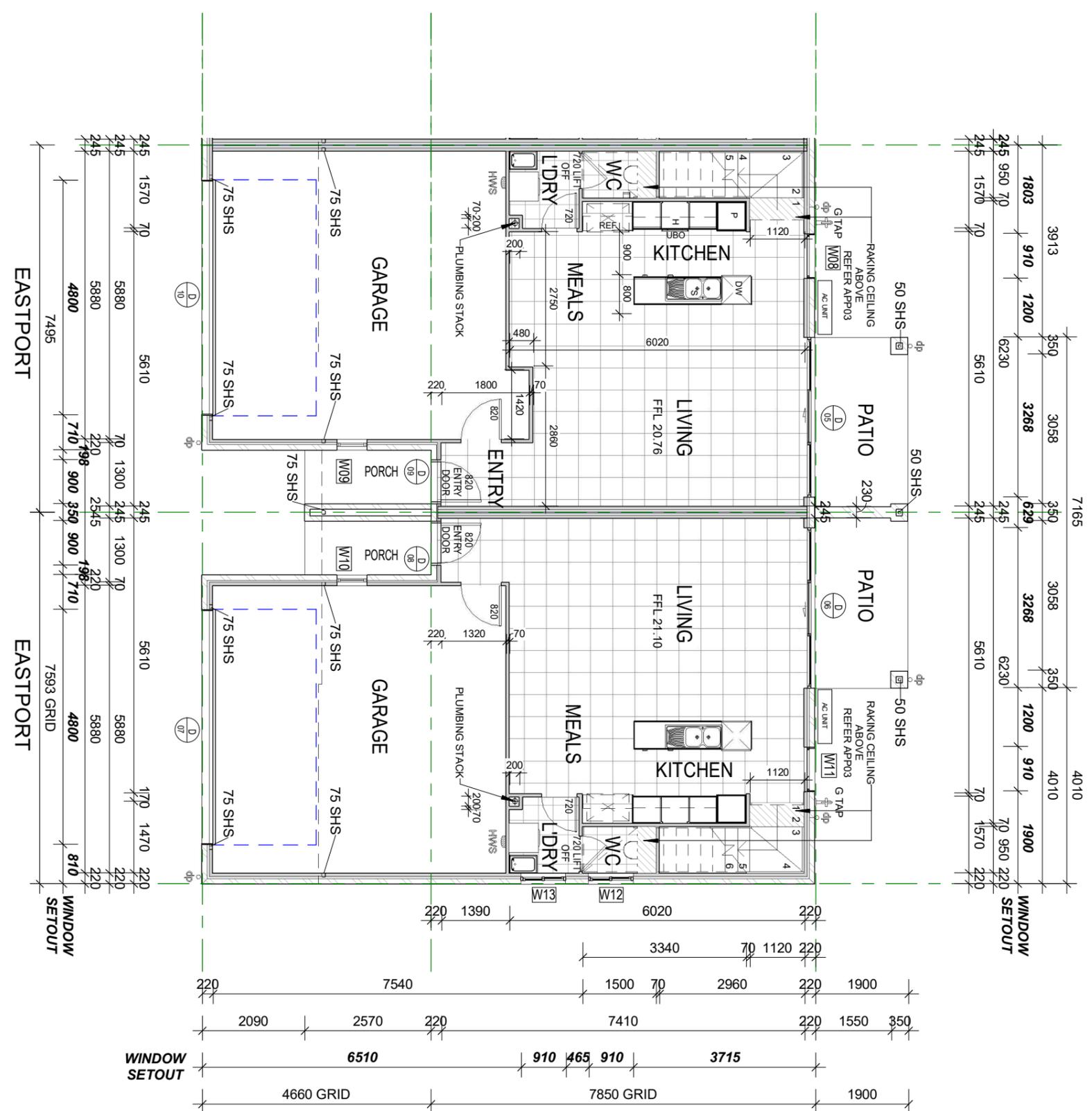
VERTICAL JOINT NOTE				
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



ABN 22 010 071 744  
 DESIGNERS AND BUILDERS  
 OF QUALITY HOMES EST. 1952  
 301/50 MARINE PARADE  
 SOUTHPORT QLD 4215  
 P 07 5528 0111  
 F 07 5528 0333

No.	Description	Date
1	BA ISSUE	30.11.20

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	EASTPORT WESTPORT QUIN	GROUND FLOOR PLAN Units 16-17
Location	Unit Number	Scale
PREC J GRIFFITH PLACE SEVEN HILLS	UNIT 16-20	1 : 100
Client	Project Number	Drawn by
HERAN BUILDING GROUP	5036	TB
	Drawing Number	Date
	03.1	NOV 2020
	Revision	
	1	



Project: MULTIPLE DWELLING UNITS  
 Unit Type: EASTPORT WESTPORT QUIN  
 Sheet Name: GROUND FLOOR PLAN Units 16-17  
 Location: PREC J GRIFFITH PLACE SEVEN HILLS  
 Unit Number: UNIT 16-20  
 Scale: 1 : 100  
 Client: HERAN BUILDING GROUP  
 Project Number: 5036  
 Drawing Number: 03.1  
 Drawn by: TB  
 Date: NOV 2020  
 Revision: 1

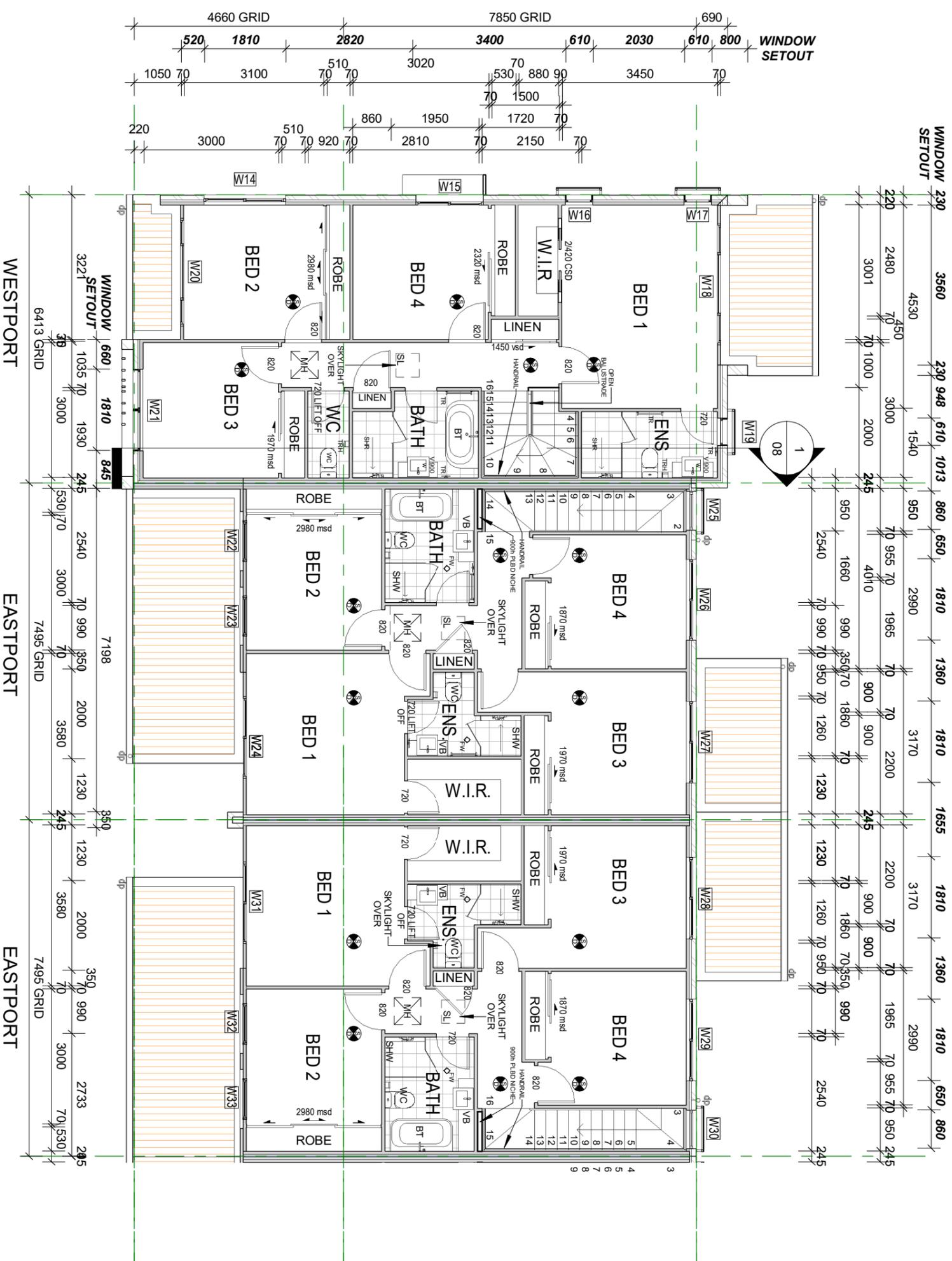
# WINDOW SCHEDULE FIRST FLOOR

Mark	Type	Lintel	Acoustic Info	Seals
14	06.18 SW	190 x 35		No
15	12.15 SW	190 x 35		No
16	18.06 AW	140 x 35		No
17	18.06 AW	140 x 35		No
18	09.27 SW	2170 x 35		No
19	18.06 AW	140 x 35		No
21	18.18 AW	190 x 35		No
22	12.09 AW	140 x 35		No
23	12.09 AW	140 x 35		No
24	10.18 SW	2170 x 35		No
25	15.09 FW	140 x 35		No
26	10.18 SW	190 x 35		No
27	10.18 SW	190 x 35		No
28	10.18 SW	190 x 35		No
29	10.18 SW	190 x 35		No
30	15.09 FW	140 x 35		No
31	10.18 SW	2170 x 35		No
32	12.09 AW	140 x 35		No
33	12.09 AW	140 x 35		No
34	12.09 AW	140 x 35		No
35	12.09 AW	140 x 35		No
36	10.18 SW	2170 x 35		No
37	15.09 FW	140 x 35		No
38	10.18 SW	190 x 35		No
39	10.18 SW	190 x 35		No
40	10.18 SW	190 x 35		No
41	10.18 SW	190 x 35		No
42	15.09 FW	140 x 35		No
43	10.18 SW	2170 x 35		No
44	12.09 AW	140 x 35		No
45	12.09 AW	140 x 35		No
46	10.18 SW			No

## NOTES

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

VERTICAL JOINT NOTE	M	H1	H2	E
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



No.	Description	Date
1	BA ISSUE	30.11.20

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	EASTPORT WESTPORT QUIN	FIRST FLOOR PLAN units 18-20

Location	Unit Number	Scale	Drawn by	Date
PREC J GRIFFITH PLACE SEVEN HILLS	UNIT 16-20	1 : 100	TB	NOV 2020

Client	Project Number	Drawing Number	Revision
HERAN BUILDING GROUP	5036	04	1

**HERAN**  
BUILDING GROUP PTY. LTD.

DESIGNERS AND BUILDERS OF QUALITY HOMES EST. 1952  
301/50 MARINE PARADE  
SOUTHPORT Q 4215  
P. 07 5528 0111  
F. 07 5528 0333

ABN 22 010 071 744



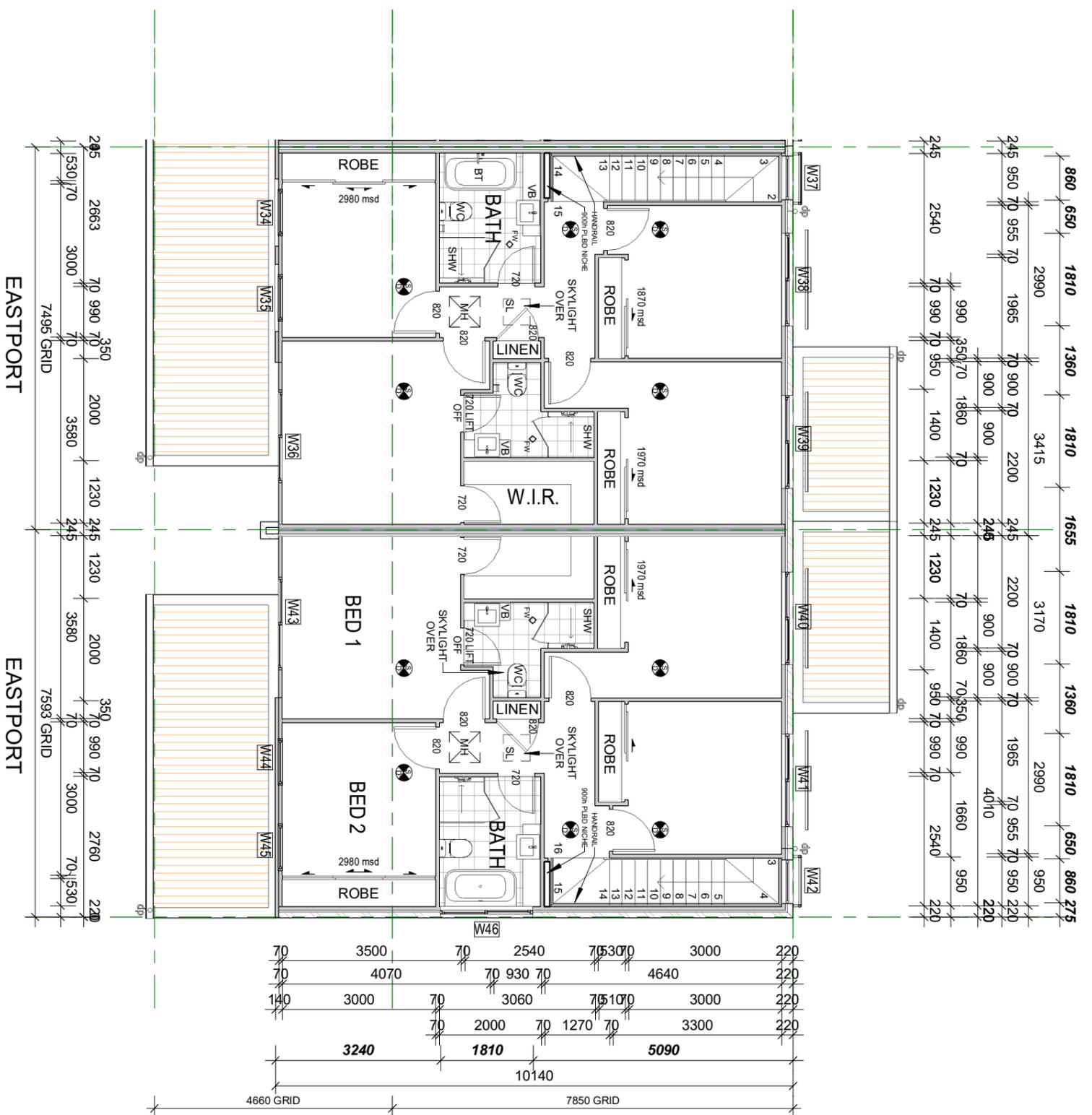
# WINDOW SCHEDULE FIRST FLOOR

Mark	Type	Lintel	Acoustic Info	Seals
14	06.18 SW	190 x 35		No
15	12.15 SW	190 x 35		No
16	18.06 AW	140 x 35		No
17	18.06 AW	140 x 35		No
18	09.27 SW	2170 x 35		No
19	18.06 AW	140 x 35		No
21	18.18 AW	190 x 35		No
22	12.09 AW	140 x 35		No
23	12.09 AW	140 x 35		No
24	10.18 SW	2170 x 35		No
25	15.09 FW	140 x 35		No
26	10.18 SW	190 x 35		No
27	10.18 SW	190 x 35		No
28	10.18 SW	190 x 35		No
29	10.18 SW	190 x 35		No
30	15.09 FW	140 x 35		No
31	10.18 SW	2170 x 35		No
32	12.09 AW	140 x 35		No
33	12.09 AW	140 x 35		No
34	12.09 AW	140 x 35		No
35	12.09 AW	140 x 35		No
36	10.18 SW	2170 x 35		No
37	15.09 FW	140 x 35		No
38	10.18 SW	190 x 35		No
39	10.18 SW	190 x 35		No
40	10.18 SW	190 x 35		No
41	10.18 SW	190 x 35		No
42	15.09 FW	140 x 35		No
43	10.18 SW	2170 x 35		No
44	12.09 AW	140 x 35		No
45	12.09 AW	140 x 35		No
46	10.18 SW	140 x 35		No

## NOTES

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

VERTICAL JOINT NOTE				
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



No.	Description	Date	Project	Unit Type	Sheet Name
1	BA ISSUE	30.11.20	MULTIPLE DWELLING UNITS	EASTPORT WESTPORT QUIN	FIRST FLOOR PLAN Unit 16-17
			PREC J GRIFFITH PLACE SEVEN HILLS	UNIT 16-20	
			HERAN BUILDING GROUP		

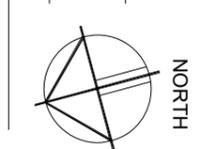
Scale	1 : 100	Drawn by	TB	Date	NOV 2020
Project Number	5036	Drawing Number	04.1	Revision	1

Project	MULTIPLE DWELLING UNITS	Unit Type	EASTPORT WESTPORT QUIN	Sheet Name	FIRST FLOOR PLAN Unit 16-17
Location	PREC J GRIFFITH PLACE SEVEN HILLS	Unit Number	UNIT 16-20	Scale	1 : 100
Client	HERAN BUILDING GROUP			Drawn by	TB
				Date	NOV 2020
				Project Number	5036
				Drawing Number	04.1
				Revision	1

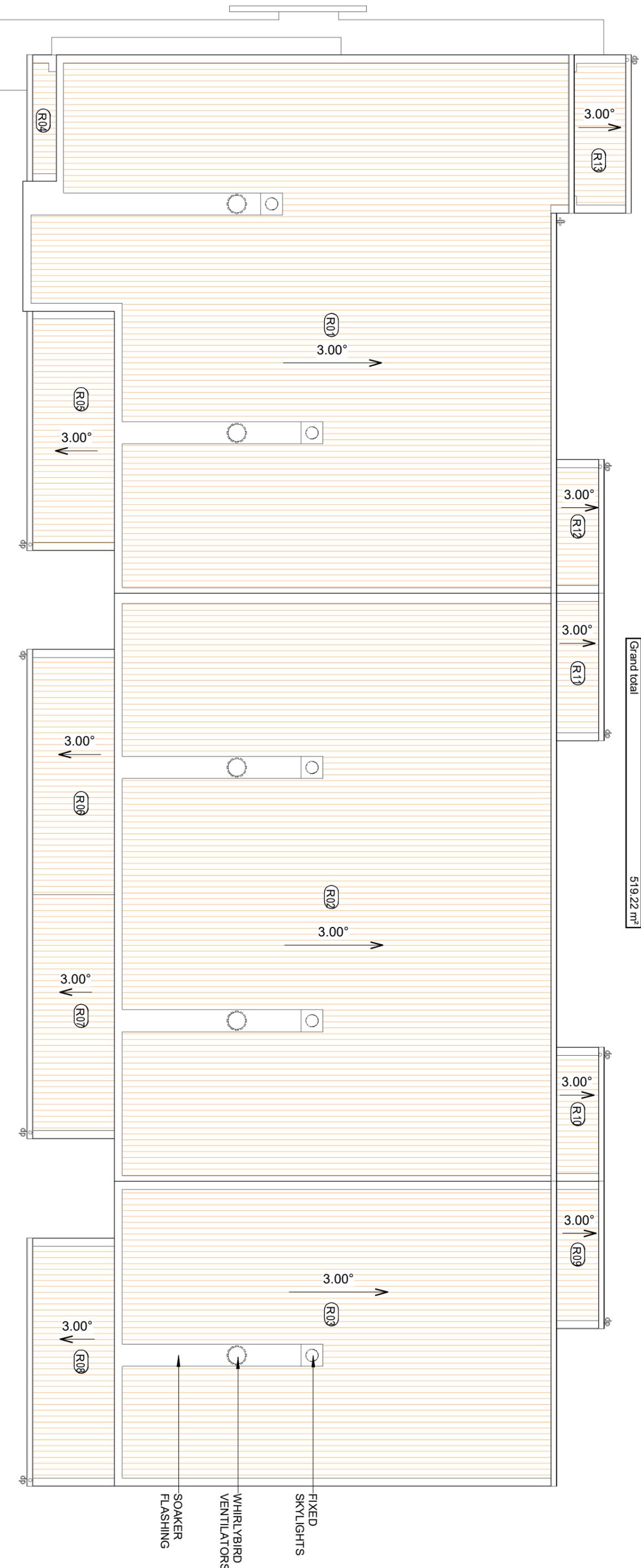


ABN 22 010 071 744  
 DESIGNERS AND BUILDERS  
 OF QUALITY HOMES EST. 1952  
 301/50 MARINE PARADE  
 SOUTHPORT QLD 4215  
 P 07 5528 0111  
 F 07 5528 0333



### ROOF SCHEDULE / PER BUILDING

Mark	Type	Area
01	160mm TRIMDEK ROOF	167.59 m <sup>2</sup>
02	160mm TRIMDEK ROOF	167.19 m <sup>2</sup>
03	160mm TRIMDEK ROOF	86.34 m <sup>2</sup>
04	160mm TRIMDEK ROOF	3.29 m <sup>2</sup>
05	160mm TRIMDEK ROOF	14.62 m <sup>2</sup>
06	160mm TRIMDEK ROOF	14.91 m <sup>2</sup>
07	160mm TRIMDEK ROOF	15.14 m <sup>2</sup>
08	160mm TRIMDEK ROOF	7.15 m <sup>2</sup>
09	160mm TRIMDEK ROOF	6.48 m <sup>2</sup>
10	160mm TRIMDEK ROOF	7.15 m <sup>2</sup>
11	160mm TRIMDEK ROOF	6.48 m <sup>2</sup>
12	160mm TRIMDEK ROOF	7.98 m <sup>2</sup>
13	160mm TRIMDEK ROOF	7.98 m <sup>2</sup>
Grand total		519.22 m <sup>2</sup>



No.	Description	Date
1	BA ISSUE	30/11/20

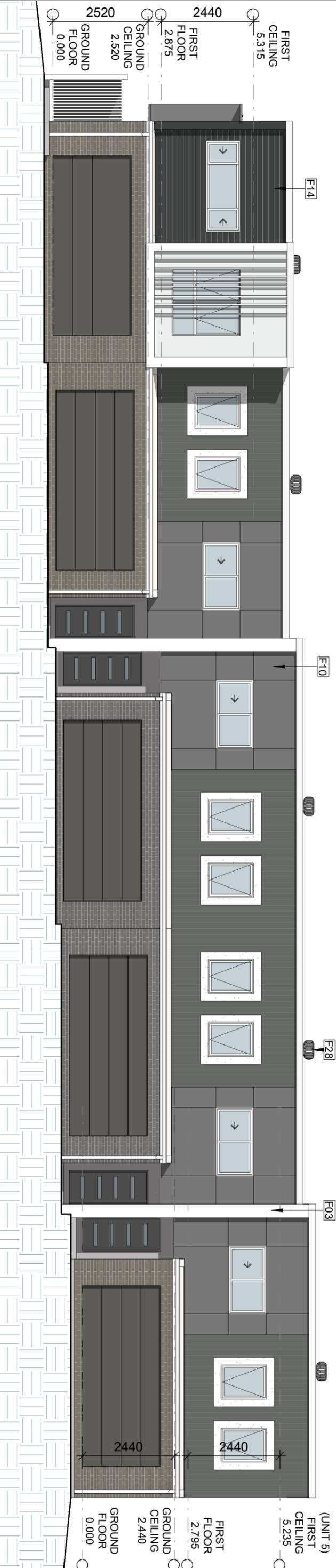
<p><b>Project</b> MULTIPLE DWELLING UNITS</p> <p><b>Location</b> PREC J GRIFFITH PLACE SEVEN HILLS</p> <p><b>Client</b> HERAN BUILDING GROUP</p>	<p><b>Unit Type</b> EASTPORT WESTPORT QUIN</p> <p><b>Unit Number</b> UNIT 16-20</p>	<p><b>Sheet Name</b> ROOF PLAN</p> <p><b>Scale</b> 1 : 100</p> <p><b>Project Number</b> 5036</p>
<p><b>Date</b> 30/11/20</p>	<p><b>Drawn by</b> TB</p> <p><b>Drawing Number</b> 05</p>	<p><b>Date</b> NOV 2020</p> <p><b>Revision</b> 1</p>

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S:\Town House Development - Current\ClearView Terrace, Seven Hills Qld10 - BA\Plan\BUILDING PLANS\PRECINCT 1\STATE 2\UNIT 16-20\WESTPORT EASTPORT QUIN MODERN\_A.rvt



**EXTERNAL FINISHES**

F01	FACE BRICKWORK (AS SELECTED)
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F09	SCYON AXON CLADDING
F10	SCYON MATRIX CLADDING
F14	HARDIES LINEA BOARDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F24	50mm NRG BOARD SHADE SCREEN
F28	WHIRLYBIRD VENTILATOR
F33	ALUMINIUM BATTENS

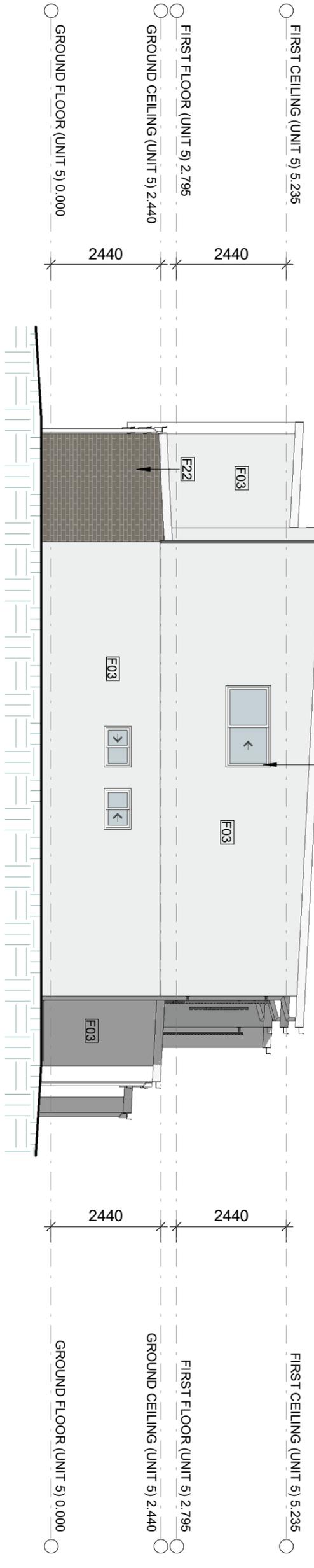
**1** FRONT ELEVATION  
SCALE - 1 : 100

**NOTES**

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.

VERTICAL JOINT NOTE

SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



**2** RIGHT ELEVATION  
SCALE - 1 : 100

No.	Description	Date
1	BA ISSUE	30.11.20

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SOUTHPORT QLD 4215  
P. 07 5528 0111

Project: **MULTIPLE DWELLING UNITS**

Location: **PREC J GRIFFITH PLACE SEVEN HILLS**

Client: **HERAN BUILDING GROUP**

Unit Type: **EASTPORT WESTPORT QUIN**

Unit Number: **UNIT 16-20**

Sheet Name: **ELEVATIONS 1**

Scale: **1 : 100**

Project Number: **5036**

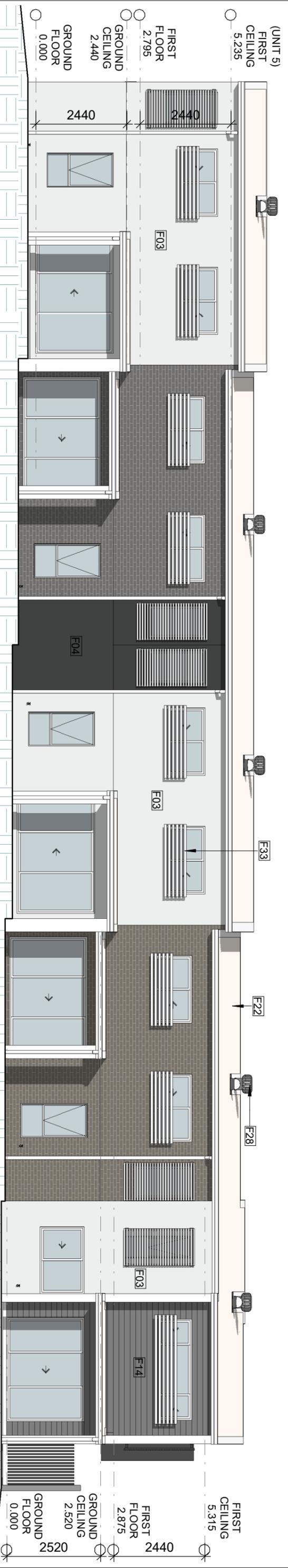
Drawn by: **TB**

Drawing Number: **06**

Date: **NOV 2020**

Revision: **1**

Site: **SIT'own House Development, CurrentClearView Terrace, Seven Hills Qld1610 - BA Pinned, BUILDING PLANS PRECINCT JUSTADE 20UNIT 16-20, WESTPORT EASTPORT QUIN, MODERN\_A.rvt**



**EXTERNAL FINISHES**

F01	FACE BRICKWORK (AS SELECTED)
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F09	SCYON AXON CLADDING
F10	SCYON MATRIX CLADDING
F14	HARDIES LINEA BOARDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F24	50mm NRG BOARD SHADE SCREEN
F28	WHIRLYBIRD VENTILATOR
F33	ALUMINIUM BATTENS



**NOTES**

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.

VERTICAL JOINT NOTE

SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m

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ABN 22 010 071 744

No.	Description	Date
1	BA ISSUE	30/11/20

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**Project** MULTIPLE DWELLING UNITS

**Location** PREC J GRIFFITH PLACE SEVEN HILLS

**Client** HERAN BUILDING GROUP

**Unit Type** EASTPORT WESTPORT QUIN

**Unit Number** UNIT 16-20

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**Project** EASTPORT WESTPORT QUIN

**Location** UNIT 16-20

**Sheet Name** ELEVATIONS 2

**Scale** 1 : 100

**Project Number** 5036

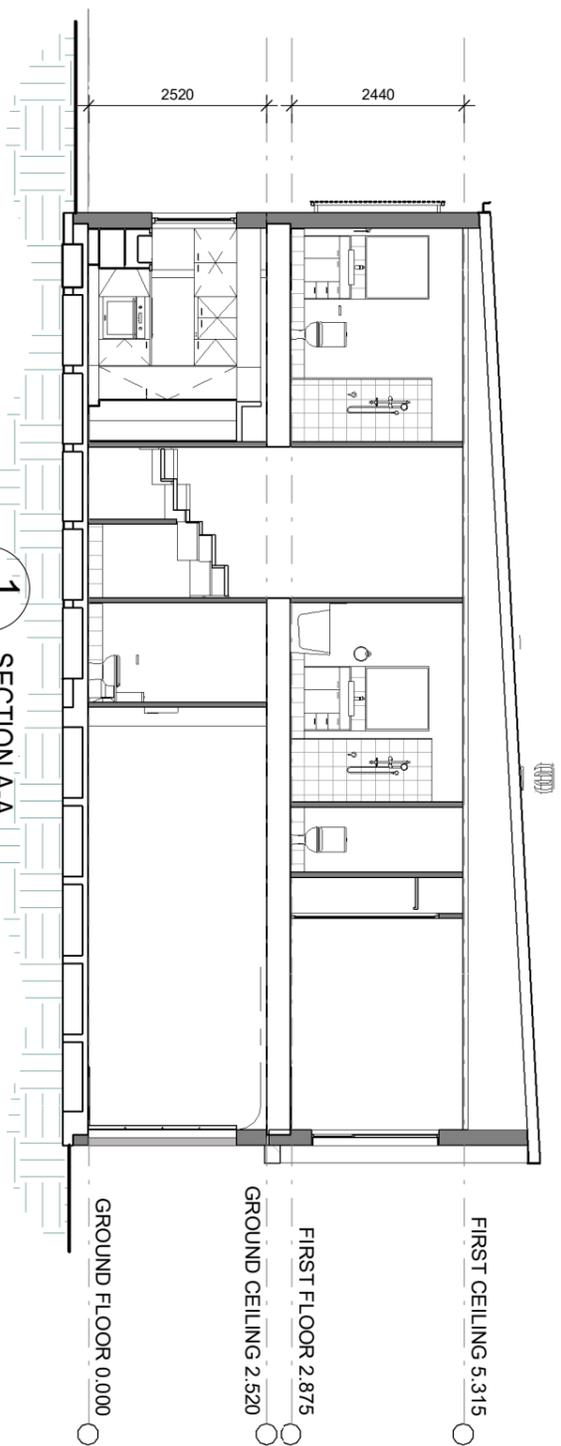
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**Drawn by** TB

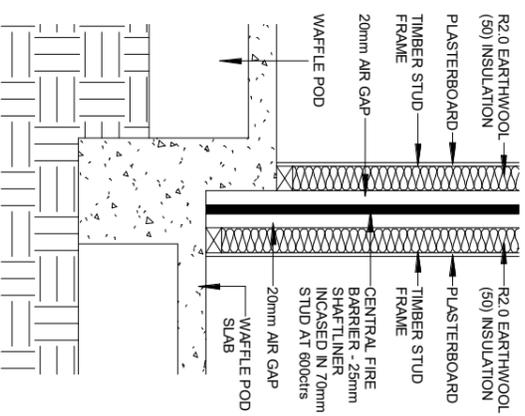
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**Date** NOV 2020

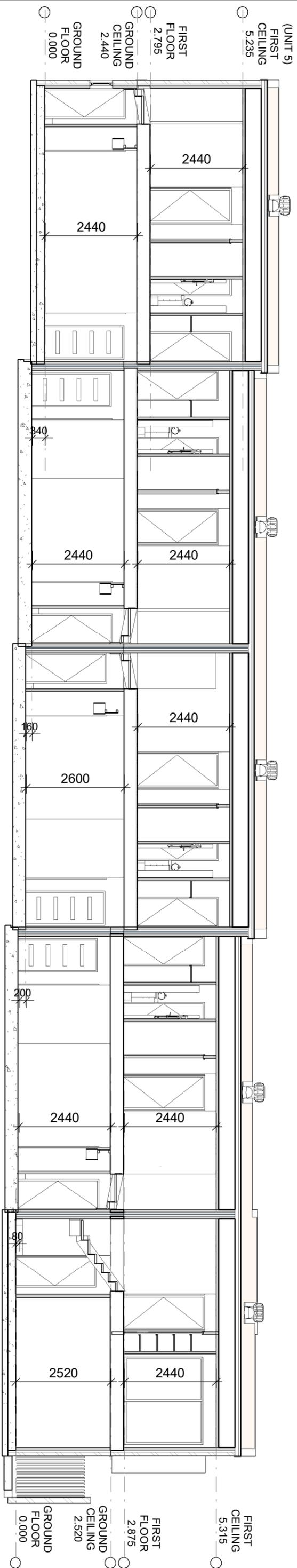
**Revision** 1



**1 SECTION AA**  
SCALE - 1 : 100



**FIRE WALL SLAB  
STEP DOWN DETAIL**  
SCALE: 1:20



**2 SECTION B-B**  
SCALE - 1 : 100

No.	Description	Date
1	BA ISSUE	30.11.20

Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		EASTPORT WESTPORT QUIN		SECTIONS	
Location PREC J GRIFFITH PLACE SEVEN HILLS		Unit Number UNIT 16-20		Scale 1 : 100	
Client HERAN BUILDING GROUP		Project Number 5036		Drawn by TB	
				Date NOV 2020	
				Drawing Number 08	
				Revision 1	

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DESIGNERS AND BUILDERS  
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F 07 5528 0333

**SLAB LAYOUT NOTES**

- LAYOUT IS INDICATIVE ONLY
- FOR FINAL LAYOUT REFER TO ENGINEERING
- FLOOR LAYOUT + DIMENSIONS + NOTATION EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE

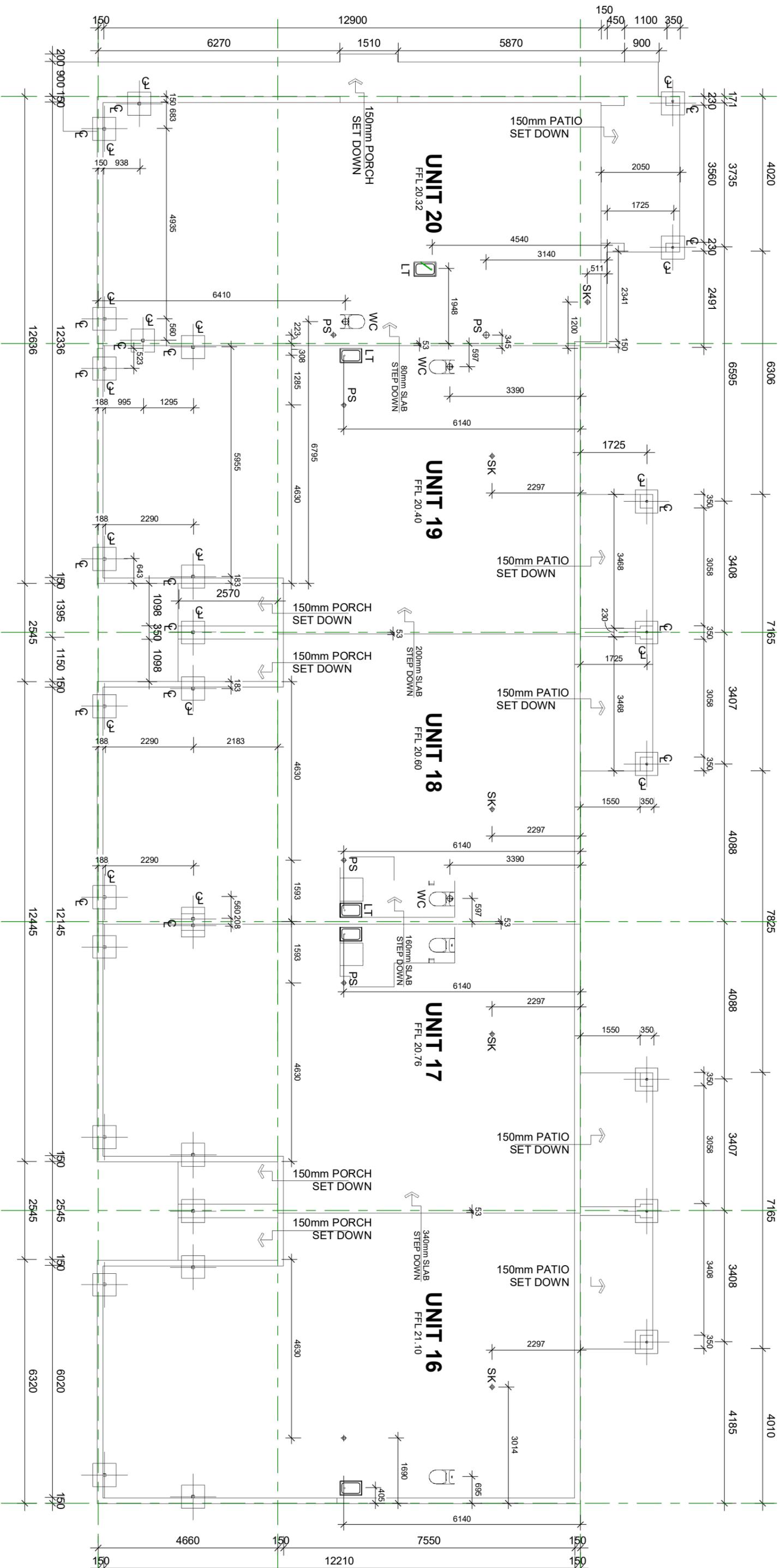
**TERMITE PROTECTION**

- PLASMITE TERMITE BLANKET TO UNDERSLAB & PERIMETER
- PLASMITE COLLARS TO ALL SLAB PENETRATIONS AS PER A.S.3660 1 - 2000

**LINE LEGEND**

- - - - - SLAB EDGE
- - - - - EXTERNAL SLAB EDGE

**SLAB AREA 436.82 sqm**  
**BEAM PERIMETER 121.37 lm**



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No.	Description	Date
1	BA ISSUE	30.11.20

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	EASTPORT WESTPORT QUIN	SLAB LAYOUT
Location	Unit Number	Scale
PREC J GRIFFITH PLACE SEVEN HILLS	UNIT 16-20	1 : 100
Client	Project Number	Drawn by
HERAN BUILDING GROUP	5036	TB
	Drawing Number	Date
	09	NOV 2020
	Revision	
	1	



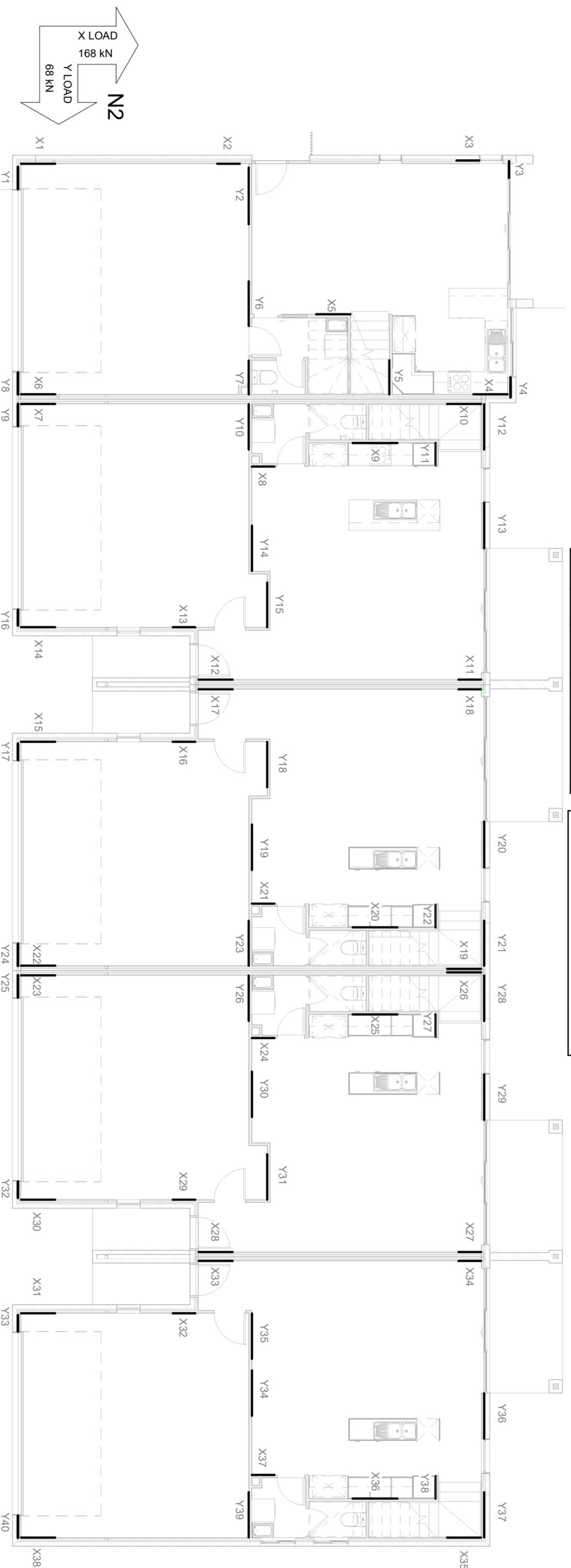
Mark	Type	Length	Unit	Resistance
1	TB6	900 mm	6.00 kN	5.40 kN
2	TB6.4	600 mm	6.40 kN	3.84 kN
3	TB6.4	600 mm	6.40 kN	3.84 kN
4	TB6	900 mm	6.00 kN	5.40 kN
5	TB6	900 mm	6.00 kN	5.40 kN
6	TB6	900 mm	6.00 kN	5.40 kN
7	TB6	900 mm	6.00 kN	5.40 kN
8	TB6.4	600 mm	6.40 kN	3.84 kN
9	TB6	1200 mm	6.00 kN	7.20 kN
10	TB6	900 mm	6.00 kN	5.40 kN
11	TB6	600 mm	6.00 kN	3.60 kN
12	TB6	900 mm	6.00 kN	5.40 kN
13	TB6.4	600 mm	6.40 kN	3.84 kN
14	TB6	900 mm	6.00 kN	5.40 kN
15	TB6	900 mm	6.00 kN	5.40 kN
16	TB6.4	600 mm	6.40 kN	3.84 kN
17	TB6	900 mm	6.00 kN	5.40 kN
18	TB6	600 mm	6.00 kN	3.60 kN
19	TB6	900 mm	6.00 kN	5.40 kN

Mark	Type	Length	Unit	Resistance
20	TB6	1200 mm	6.00 kN	7.20 kN
21	TB6.4	600 mm	6.40 kN	3.84 kN
22	TB6	900 mm	6.00 kN	5.40 kN
23	TB6	900 mm	6.00 kN	5.40 kN
24	TB6.4	600 mm	6.40 kN	3.84 kN
25	TB6	1200 mm	6.00 kN	7.20 kN
26	TB6	900 mm	6.00 kN	5.40 kN
27	TB6	600 mm	6.00 kN	3.60 kN
28	TB6	900 mm	6.00 kN	5.40 kN
29	TB6.4	600 mm	6.40 kN	3.84 kN
30	TB6	900 mm	6.00 kN	5.40 kN
31	TB6	900 mm	6.00 kN	5.40 kN
32	TB6.4	600 mm	6.40 kN	3.84 kN
33	TB6	900 mm	6.00 kN	5.40 kN
34	TB6	600 mm	6.00 kN	3.60 kN
35	TB6	900 mm	6.00 kN	5.40 kN
36	TB6	1200 mm	6.00 kN	7.20 kN
37	TB6.4	600 mm	6.40 kN	3.84 kN
38	TB6	900 mm	6.00 kN	5.40 kN
Grand total				189.60 kN

Mark	Type	Length	Unit	Resistance
1	TB6.4	600 mm	6.40 kN	3.84 kN
2	TB6	1500 mm	6.00 kN	9.00 kN
3	PTB	450 mm	6.40 kN	2.88 kN
4	TB6.4	545 mm	6.40 kN	3.49 kN
5	TB6	900 mm	6.00 kN	5.40 kN
6	TB6	1200 mm	6.00 kN	7.20 kN
7	TB6	900 mm	6.00 kN	5.40 kN
8	TB6.4	600 mm	6.40 kN	3.84 kN
9	TB6.4	600 mm	6.40 kN	3.84 kN
10	TB6	1200 mm	6.00 kN	7.20 kN
11	TB6.4	600 mm	6.40 kN	3.84 kN
12	TB6	1200 mm	6.00 kN	7.20 kN
13	TB6	1200 mm	6.00 kN	7.20 kN
14	TB6	1200 mm	6.00 kN	7.20 kN
15	TB6	1200 mm	6.00 kN	7.20 kN
16	TB6.4	450 mm	6.40 kN	2.88 kN
17	TB6.4	450 mm	6.40 kN	2.88 kN
18	TB6	1200 mm	6.00 kN	7.20 kN
19	TB6	1200 mm	6.00 kN	7.20 kN
20	TB6	1200 mm	6.00 kN	7.20 kN
Grand total				227.29 kN

Mark	Type	Length	Unit	Resistance
21	TB6	1200 mm	6.00 kN	7.20 kN
22	TB6.4	600 mm	6.40 kN	3.84 kN
23	TB6	1200 mm	6.00 kN	7.20 kN
24	TB6.4	600 mm	6.40 kN	3.84 kN
25	TB6.4	600 mm	6.40 kN	3.84 kN
26	TB6	1200 mm	6.00 kN	7.20 kN
27	TB6.4	600 mm	6.40 kN	3.84 kN
28	TB6	1200 mm	6.00 kN	7.20 kN
29	TB6	1200 mm	6.00 kN	7.20 kN
30	TB6	1200 mm	6.00 kN	7.20 kN
31	TB6	1200 mm	6.00 kN	7.20 kN
32	TB6.4	450 mm	6.40 kN	2.88 kN
33	TB6.4	450 mm	6.40 kN	2.88 kN
34	TB6	1200 mm	6.00 kN	7.20 kN
35	TB6	1200 mm	6.00 kN	7.20 kN
36	TB6	1200 mm	6.00 kN	7.20 kN
37	TB6	1200 mm	6.00 kN	7.20 kN
38	TB6.4	600 mm	6.40 kN	3.84 kN
39	TB6	1200 mm	6.00 kN	7.20 kN
40	TB6.4	600 mm	6.40 kN	3.84 kN
Grand total				227.29 kN

TYPE	MATERIAL	FIXING LOCATION
TB6.0	F 27 PLYWOOD PANEL (4.5mm THICK) FIXED WITH 30x2.8mm CLOUTS	-TOP & BOTTOM PLATE @ 50mm cts -VERTICAL EDGES @ 50mm cts -NOGGING @ 50mm cts
		-INTERMEDIATE STUDS @ 300mm cts -M12 HOLD DOWN BOLTS @ 1200 cts Max NOTE: DOUBLE BRACED WALLS TO HAVE M16 RODS AT EACH END OF PLY SHEETING
TB6.4	F 27 PLYWOOD PANEL (4.5mm THICK) FIXED WITH 30x2.8mm CLOUTS	-TOP & BOTTOM PLATE @ 150mm cts -VERTICAL EDGES @ 150mm cts -NOGGING @ 150mm cts -INTERMEDIATE STUDS @ 300mm cts -M12 HOLD DOWN BOLTS @ 1200 cts Max -M12 ANCHOR ROD EACH END OF SHEATED SECTION
TB1.5	GALVANISED METAL ANGLE (18x16x1.2mm) FIXED WITH 50x2.8mm NAILS	-2 NAILS TO EACH STUD AND PLATE -30x0.8 G.I. STRAP TOP & BOTTOM PLATE, FIXED WITH 3/30x2.8mm NAILS TO EACH END TO STUD
BRICK	350x350 ISOLATED / ATTACHED BRICK PIER WITH A 50x50x3.0 SHS POST IN CENTER & TIED TO FOOTING (CORE FILLED)	
BRICK	110 BRICK PANEL WITH 240x350 ATTACHED BRICK PIER EACH END (AS PER PANEL BRICK PIER)	
PTW	KNAUFF K16 PARTY WALL - 2 LAYERS 13MM TO EACH FRAME PROVIDES NOMINAL BRACING ONLY	



**HERAN BUILDING GROUP PTY. LTD.**  
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F. 07 5528 0333

ABN 22 010 071 744  
MULTIPLE DWELLING UNITS  
PREC J GRIFFITH PLACE SEVEN HILLS  
HERAN BUILDING GROUP

No.	Description	Date
1	BA ISSUE	30/11/20

Project: **MULTIPLE DWELLING UNITS**  
Location: **PREC J GRIFFITH PLACE SEVEN HILLS**  
Client: **HERAN BUILDING GROUP**

Unit Type: **EASTPORT WESTPORT QUIN**  
Unit Number: **UNIT 16-20**

Sheet Name: **GROUND FLOOR BRACING**  
Scale: **1 : 100**  
Project Number: **5036**

Drawn by	Date	Revision
<b>TB</b>	<b>NOV 2020</b>	<b>1</b>

S:\Town House Development\_Current\ClearView\_Terrace\_Seven Hills\Quin - BA\Plan\BUIL.DWG PLANS\PREC J GRIFFITH PLACE QUIN UNIT 16-20\_WESTPORT EASTPORT QUIN\_MODERN\_A.rvt

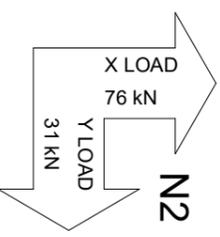
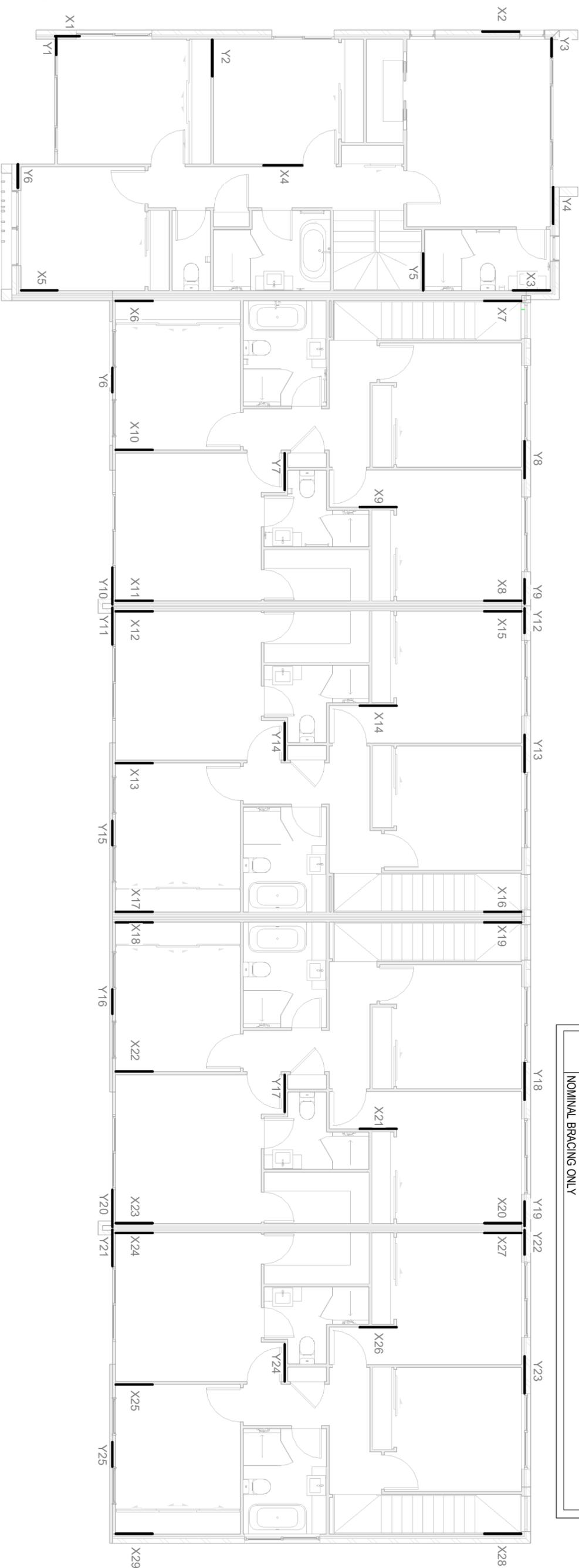
Mark	e	Typ	Length	Unit	Resistance
1	TB6	TB6	600 mm	6,00 kN	3,60 kN
2	TB6	TB6	900 mm	6,00 kN	5,40 kN
3	TB6	TB6	900 mm	6,00 kN	5,40 kN
4	TB6	TB6	951 mm	6,00 kN	5,70 kN
5	TB6	TB6	900 mm	6,00 kN	5,40 kN
6	TB6	TB6	900 mm	6,00 kN	5,40 kN
7	TB6	TB6	900 mm	6,00 kN	5,40 kN
8	TB6	TB6	900 mm	6,00 kN	5,40 kN
9	TB6	TB6	900 mm	6,00 kN	5,40 kN
10	TB6	TB6	900 mm	6,00 kN	5,40 kN
11	TB6	TB6	900 mm	6,00 kN	5,40 kN
12	TB6	TB6	900 mm	6,00 kN	5,40 kN
13	TB6	TB6	900 mm	6,00 kN	5,40 kN
14	TB6	TB6	900 mm	6,00 kN	5,40 kN
15	TB6	TB6	900 mm	6,00 kN	5,40 kN

Mark	e	Typ	Length	Unit	Resistance
16	TB6	TB6	900 mm	6,00 kN	5,40 kN
17	TB6	TB6	900 mm	6,00 kN	5,40 kN
18	TB6	TB6	900 mm	6,00 kN	5,40 kN
19	TB6	TB6	900 mm	6,00 kN	5,40 kN
20	TB6	TB6	900 mm	6,00 kN	5,40 kN
21	TB6	TB6	900 mm	6,00 kN	5,40 kN
22	TB6	TB6	900 mm	6,00 kN	5,40 kN
23	TB6	TB6	900 mm	6,00 kN	5,40 kN
24	TB6	TB6	900 mm	6,00 kN	5,40 kN
25	TB6	TB6	900 mm	6,00 kN	5,40 kN
26	TB6	TB6	900 mm	6,00 kN	5,40 kN
27	TB6	TB6	900 mm	6,00 kN	5,40 kN
28	TB6	TB6	900 mm	6,00 kN	5,40 kN
29	TB6	TB6	900 mm	6,00 kN	5,40 kN
Grand total					155,10 kN

Mark	Type	Length	Unit	Resistance
1	TB6.4	450 mm	6,40 kN	2,88 kN
2	TB6	900 mm	6,00 kN	5,40 kN
3	TB6.4	450 mm	6,40 kN	2,88 kN
4	TB6	900 mm	6,00 kN	5,40 kN
5	TB6	900 mm	6,00 kN	5,40 kN
6	TB6.4	600 mm	6,40 kN	3,84 kN
7	TB6	900 mm	6,00 kN	5,40 kN
8	TB6	900 mm	6,00 kN	5,40 kN
9	TB6.4	600 mm	6,40 kN	3,84 kN
10	TB6	900 mm	6,00 kN	5,40 kN
11	TB6	900 mm	6,00 kN	5,40 kN
12	TB6.4	600 mm	6,40 kN	3,84 kN

Mark	Type	Length	Unit	Resistance	
13	TB6	900 mm	6,00 kN	5,40 kN	
14	TB6	900 mm	6,00 kN	5,40 kN	
15	TB6.4	600 mm	6,40 kN	3,84 kN	
16	TB6.4	600 mm	6,40 kN	3,84 kN	
17	TB6	900 mm	6,00 kN	5,40 kN	
18	TB6	900 mm	6,00 kN	5,40 kN	
19	TB6.4	600 mm	6,40 kN	3,84 kN	
20	TB6	900 mm	6,00 kN	5,40 kN	
21	TB6	900 mm	6,00 kN	5,40 kN	
22	TB6.4	600 mm	6,40 kN	3,84 kN	
23	TB6	900 mm	6,00 kN	5,40 kN	
24	TB6	900 mm	6,00 kN	5,40 kN	
25	TB6.4	600 mm	6,40 kN	3,84 kN	
Grand total					121,32 kN

TYPE	MATERIAL	FIXING LOCATION
TB6.0	F 27 PLYWOOD PANEL (4.5mm THICK) FIXED WITH 30x2.8mm CLOUTS	-TOP & BOTTOM PLATE @ 50mm ctrs -VERTICAL EDGES @ 50mm ctrs -NOGGING @ 50mm ctrs -INTERMEDIATE STUDS @ 300mm ctrs -M12 HOLD DOWN BOLTS @ 1200 ctrs Max NOTE: DOUBLE BRACED WALLS TO HAVE M16 RODS AT EACH END OF PLY SHEETING
TB6.4	F 27 PLYWOOD PANEL (4.5mm THICK) FIXED WITH 30x2.8mm CLOUTS	-TOP & BOTTOM PLATE @ 150mm ctrs -VERTICAL EDGES @ 150mm ctrs -NOGGING @ 150mm ctrs -INTERMEDIATE STUDS @ 300mm ctrs -M12 HOLD DOWN BOLTS @ 1200 ctrs Max -M12 ANCHOR ROD EACH END OF SHEATED SECTION
TB1.5	GALVANISED METAL ANGLE (18x16x1.2mm) FIXED WITH 50x2.8mm NAILS	-2 NAILS TO EACH STUD AND PLATE -30x0.8 G.I. STRAP TOP & BOTTOM PLATE, FIXED WITH 3/30x2.8mm NAILS TO EACH END TO STUD
BRICK	350x350 ISOLATED / ATTACHED BRICK PIER WITH A 50x50x3.0 SHS POST IN CENTER & TIED TO FOOTING (CORE FILLED)	
BRICK	110 BRICK PANEL WITH 240x350 ATTACHED BRICK PIER EACH END (AS PER PANEL BRICK PIER)	
PTW	KNAUFF K16 PARTY WALL - 2 LAYERS 13MM TO EACH FRAME PROVIDES NOMINAL BRACING ONLY	



Mark	Type	Length	Unit	Resistance
1	TB6.4	450 mm	6,40 kN	2,88 kN
2	TB6	900 mm	6,00 kN	5,40 kN
3	TB6.4	450 mm	6,40 kN	2,88 kN
4	TB6	900 mm	6,00 kN	5,40 kN
5	TB6	900 mm	6,00 kN	5,40 kN
6	TB6.4	600 mm	6,40 kN	3,84 kN
7	TB6	900 mm	6,00 kN	5,40 kN
8	TB6	900 mm	6,00 kN	5,40 kN
9	TB6.4	600 mm	6,40 kN	3,84 kN
10	TB6	900 mm	6,00 kN	5,40 kN
11	TB6	900 mm	6,00 kN	5,40 kN
12	TB6.4	600 mm	6,40 kN	3,84 kN

Mark	Type	Length	Unit	Resistance	
13	TB6	900 mm	6,00 kN	5,40 kN	
14	TB6	900 mm	6,00 kN	5,40 kN	
15	TB6.4	600 mm	6,40 kN	3,84 kN	
16	TB6.4	600 mm	6,40 kN	3,84 kN	
17	TB6	900 mm	6,00 kN	5,40 kN	
18	TB6	900 mm	6,00 kN	5,40 kN	
19	TB6.4	600 mm	6,40 kN	3,84 kN	
20	TB6	900 mm	6,00 kN	5,40 kN	
21	TB6	900 mm	6,00 kN	5,40 kN	
22	TB6.4	600 mm	6,40 kN	3,84 kN	
23	TB6	900 mm	6,00 kN	5,40 kN	
24	TB6	900 mm	6,00 kN	5,40 kN	
25	TB6.4	600 mm	6,40 kN	3,84 kN	
Grand total					121,32 kN

No.	Description	Date	Project	Unit Type	Sheet Name
1	BA ISSUE	30.11.20	MULTIPLE DWELLING UNITS	EASTPORT WESTPORT QUIN	FIRST FLOOR BRACING

**HERAN**  
 BUILDING GROUP PTY. LTD.  
 301/50 MARINE PARADE  
 SOUTHPORT QLD 4215  
 P. 07 5528 0111  
 F. 07 5528 0333  
 ABN 22 010 071 744  
 DESIGNERS AND BUILDERS  
 OF QUALITY HOMES EST. 1952

No.	Description	Date	Project	Unit Type	Sheet Name
1	BA ISSUE	30.11.20	MULTIPLE DWELLING UNITS	EASTPORT WESTPORT QUIN	FIRST FLOOR BRACING
			PREC J GRIFFITH PLACE SEVEN HILLS	UNIT 16-20	
			HERAN BUILDING GROUP		
			Scale	Drawn by	Date
			1 : 100	TB	NOV 2020
			Project Number	Drawing Number	Revision
			5036	APP 02	1

**NOTES**

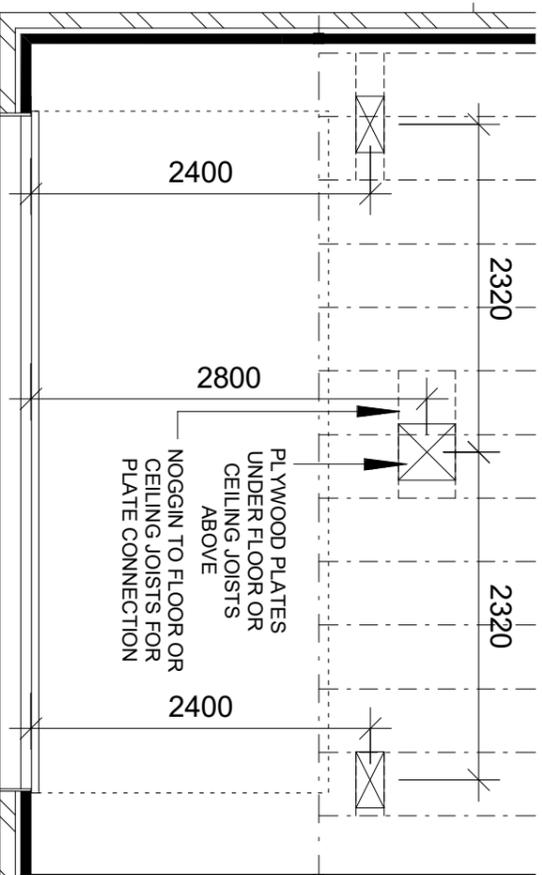
- LAYOUT IS INDICATIVE ONLY.
- FOR FINAL LAYOUT REFER TO SUPPLIERS SPECIFICATION AND ENGINEERING.
- COMPLY WITH FLOOR FRAME SUPPLIERS SPECIFICATIONS AND TO CERTIFIED BEFORE FINAL FRAME INSPECTION.
- FLOOR LAYOUT + DIMENSIONS + NOTATION EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- 19mm STRUCTURAL PARTICLEBOARD FLOORING.
- PREFAB FLOOR JOISTS FIXED IN ACCORDANCE TO MANUFACTURERS SPECS.

LOAD BEARING WALL	
2S	2/70x35 MGP12 STUDS
3S	3/70x35 MGP12 STUDS
FJ1	SJ300x40 smartjoist @ 450c/s
FJ2	SJ300x90 smartjoist @ 450c/s
FJ3	240x45 MGP 10 H3 @ 450c/s
FJ4	200x45 MGP10 H3 @ 450c/s

10mm BASE PLATE  
2M12 CHEMSET TO SLAB  
(ALIGNMENT TO SUIT WALL FRAMING)  
50 MIN EDGE DIST

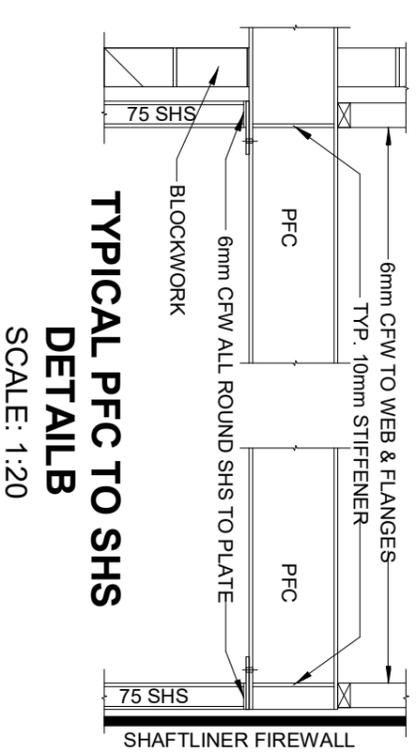
**BASE PLATE DETAILS**

SCALE: 1:20



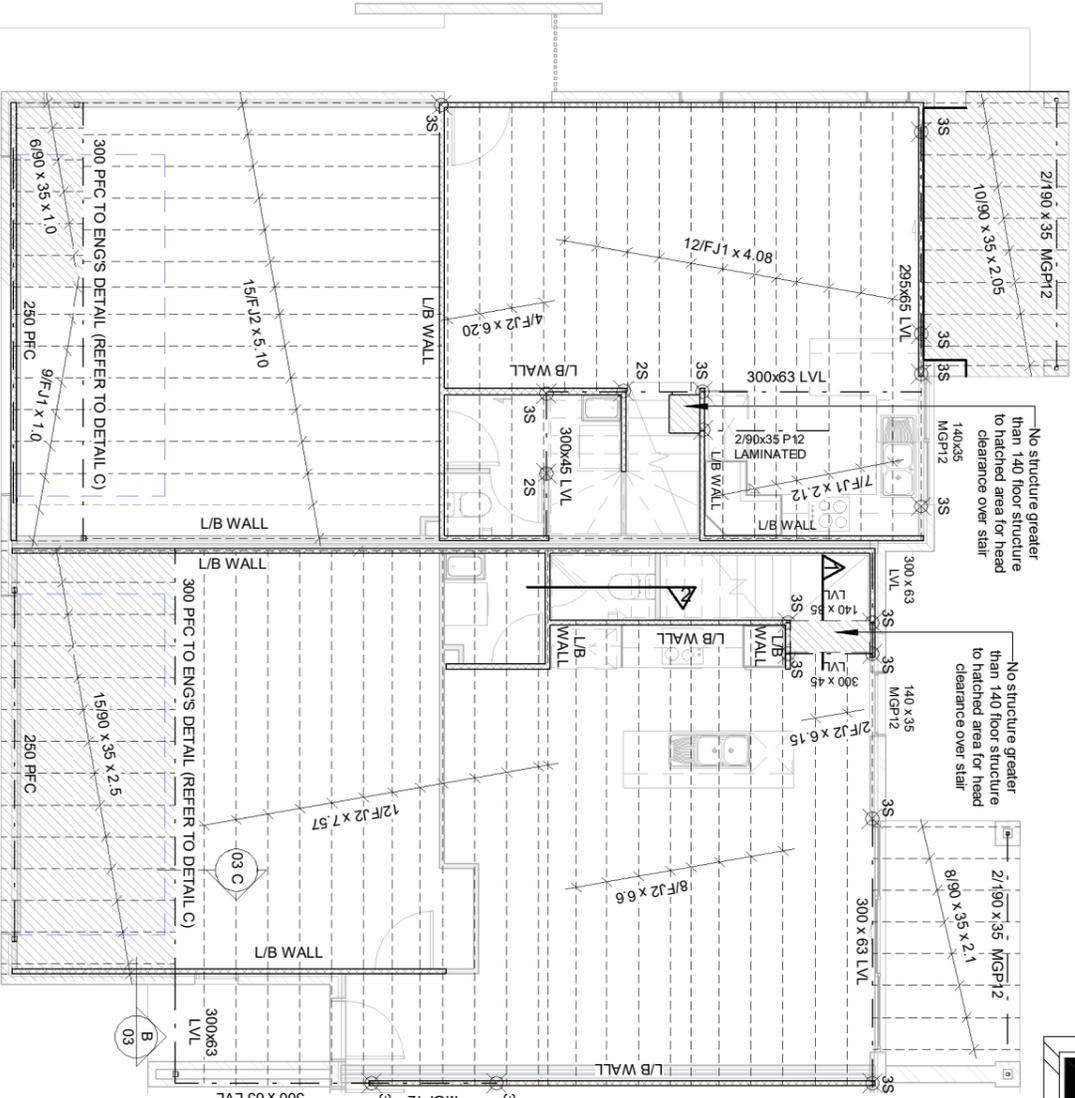
**SECTIONAL OVERHEAD NOGGIN DETAIL (DOUBLE GARAGE)**

SCALE: 1:50



**TYPICAL PFC TO SHS DETAILB**

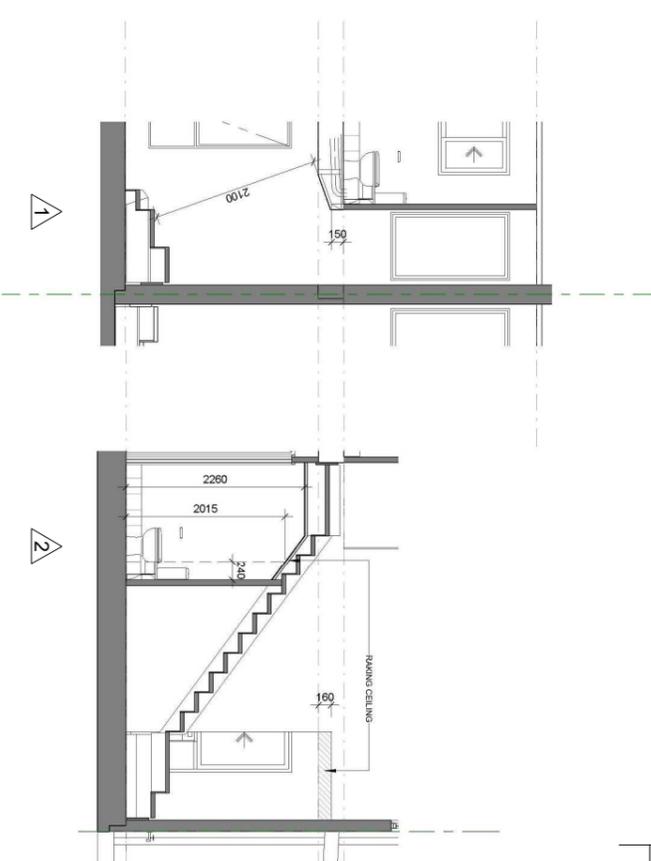
SCALE: 1:20



**TYPE WESTPORT**

**TYPE EASTPORT**

**1** JOIST LAYOUT FIRST FLOOR  
APP 03 SCALE - 1 : 100



**TILE ROOF TO BEAM DETAIL C**

SCALE: 1:10

**TYPICAL PFC TO LINTEL OVER GARAGE DOOR DETAIL**

SCALE: 1:20

No.	Description	Date

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	EASTPORT WESTPORT QUIN	BEAM & JOIST LAYOUT
Location	Unit Number	Scale
PREC J GRIFFITH PLACE SEVEN HILLS	UNIT 16-20	1 : 100
Client	Project Number	Drawn by
HERAN BUILDING GROUP	5036	TB
		Date
		NOV 2020
		Revision



ABN 22 010 071 744  
DESIGNERS AND BUILDERS OF QUALITY HOMES EST. 1952  
301/50 MARINE PARADE  
SOUTHPORT QLD 4215  
P 07 5528 0111  
F 07 5528 0333

## BUILDING & DESIGN

- STANDARD SHALL BE READ IN ACCORDANCE WITH AUSTRALIAN STANDARDS - BCA - QUEENSLAND BUILDING ACT 1975 - BUILDING REGULATION 2006
- STRUCTURAL SUFFICIENCY, SAFETY, HEALTH AND AMENITY SHALL BE ACHIEVED IN ACCORDANCE WITH THE BUILDING CODE OF AUSTRALIA (BCA)
- TIMBER FRAMING SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH (1) A.S. 1684.2 - NON-CYCLONIC AREAS

## GENERAL NOTES

- FIGURE DIMENSIONS TAKE PREFERENCE TO SCALED DIMENSIONS
- INTERNAL DIMENSIONS BETWEEN WALL FRAMING DO NOT INCLUDE THE ALLOWANCE FOR LINING THICKNESS
- LINTELS UNDER ALL GIRDER TRUSSES SHALL BE CHECKED BY TRUSS SUPPLIER
- ANGLED WALL SHALL BE @ 45° UNLESS NOTED OTHERWISE

## TERMITE PROTECTION

- W.28 (N1)  W.33 (N2)
- W.41 (N3)  W.50 (N4)

## SMOKE ALARMS

- ALL TERMITE PROTECTION SHALL BE IN ACCORDANCE WITH A.S. 3660-2000
- SMOKE ALARMS SHALL BE LOCATED AND INSTALLED ON OR NEAR THE CEILING IN ACCORDANCE WITH PART 3.7.2 OF THE BCA & COMPLETELY WITH A.S. 3786
- THE ALARM SHALL BE CONNECTED TO CONSUMERS MAINS POWER

STEEL SECTION	MAX. CLEAR SPAN OF LINTEL (mm)
90X90X6 OEA	3010
90X90X8 OEA	3010
100X100X6 EA	3130
100X100X8 EA	3370
150X90X8 UA	4210
150X100X10 UA	4330

## STEEL LINTELS

## BALUSTRADES

- PROVISION OF BALUSTRADES SHALL BE IN ACCORDANCE WITH PART 3.9.2 OF THE BCA
- FOR ACCESS PATHWAYS, BALCONIES, LANDINGS, OR THE LIKE, THE HEIGHT OF CONTINUOUS BALUSTRADE SHALL BE 1000mm MIN. ABOVE THE FLOOR
- FOR STAIRS, THE HEIGHT SHALL BE 865mm MIN. ABOVE THE NOSING OF THE STAIR TREADS
- OPENING IN BALUSTRADES SHALL BE 125mm MAX. AND FOR STAIRS, THE OPENING ABOVE NOSING LINE SHALL BE 125mm MAX.

## SANITARY COMPARTMENTS

- CONSTRUCTION OF SANITARY COMPARTMENTS SHALL BE IN ACCORDANCE WITH PART 3.8.3 OF THE BCA
- THE DOOR TO SELF CONTAINED TOILET SUITE SHALL HAVE LIFT OFF HINGES

## ROOF, WALL & FLOOR FRAMING

- DESIGN & PLACEMENT OF TRUSSES WALL & FLOOR FRAMES SHALL BE IN STRICT ACCORDANCE WITH MANUFACTURERS CERTIFIED DESIGN DOCUMENTS

## TIMBER WALL FRAMING

N2 (W33 N) A.S. 1684.2 - 2010	= 6000mm	N2 (W33 N) A.S. 1684.2 - 2010	= 6000mm
ROOF LOAD WIDTH (RLW)	= 6000mm	ROOF LOAD WIDTH (RLW)	= 6000mm
UP LOAD WIDTH (ULW)	= 90kg/m	UP LOAD WIDTH (ULW)	= 40kg/m
CONCRETE TILE ROOF TRUSS SPACING	= 600c	METAL ROOF TRUSS SPACING	= 600c
WALL HEIGHT	= 2400mm	WALL HEIGHT	= 2400mm
UPPER FLOOR LOAD WIDTH	= 3600mm	UPPER FLOOR LOAD WIDTH	= 3600mm
FLOOR JOIST SPACING	= 450mm	FLOOR JOIST SPACING	= 450mm

## SINGLE OR UPPER STORY

STUDS (EXTERIOR)	70 x 35 MGP10 @ 450c (NOT NOTCHED)		
TOP PLATE	2/70 x 35- MGP12 (TRUSSES WITHIN 1.5 TIMES THE DEPTH OF THE PLATE FROM THE STUD)		
BOTTOM PLATE	70 x 35 MGP10 (CONTINUOUS SUPPORT)		
NOGGING	70 x 35 MGP10		
JAMB STUDS (INC. SECONDARY JAMB STUDS)	SIZE DxB mm	MAX OPENING (mm)	* PROVIDE AN ADDITIONAL JAMB STUD EACH SIDE FOR LINTELS SUPPORTING CONCENTRATED LOADS EG. GIRDER TRUSS
	2/70 x 35 MGP10	1000	
	3/70 x 35 MGP10	1800	
	4/70 x 35 MGP10	2800	
INT. NON-L/B STUDS (PLATES 70x35 MGP10)	70 x 35 MGP10 @ 600c		UP TO 2700 HIGH
	70 x 35 MGP10 @ 300c		UP TO 3600 HIGH

## LOWER STORY OR TWO STORIES

STUDS (EXTERIOR)	SHEET ROOF	TILE ROOF
TOP PLATE	70 x 35 MGP10 @ 450c (NOT NOTCHED)	70 x 35 MGP12 @ 450c (NOT NOTCHED)
BOTTOM PLATE	2/70 x 35 MGP12 (JOISTS WITHIN 1.5 TIMES THE DEPTH OF THE PLATE FROM THE STUD)	
NOGGING	70 x 35 MGP10 (CONTINUOUS SUPPORT)	
JAMB STUDS (INC. SECONDARY JAMB STUDS)	SIZE DxB mm	MAX OPENING (mm)
	3/70 x 35 MGP10	1500
	4/70 x 35 MGP10	2100
INT. NON-L/B STUDS (PLATES 70x35 MGP10)	70 x 35 MGP10 @ 600c	UP TO 2700 HIGH
	70 x 35 MGP10 @ 300c	UP TO 3600 HIGH
FRAMING (FLOOR LOAD ONLY) - 70 x 35 MGP10 STUDS @ 450c - 70 x 35 MGP12 TOP PLATE		

## FIXING & TIE DOWN DESIGN

POSITION OF TIE-DOWN CONNECTION	FIXING TYPE (IN ADDITION TO NOMINAL FIXINGS)	FIXING TYPE (IN ADDITION TO NOMINAL FIXINGS)
TRUSS TO TOP PLATE / BEAM	AS PER MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS	AS PER MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS
RAFTER TO TOP PLATE / BEAM	NOMINAL	2 x FRAMING ANCHORS
TOP / BOTTOM PLATE TO STUDS / LINTELS	NOMINAL	1/1M.12 ROD @ 1800c MAX. SIDES OF OPENING & CORNERS
SIDES OF OPENING	NOMINAL	THREADED ROD EACH END
TOP / BOTTOM PLATE TO SLAB	NOMINAL	1/1M.12 ROD @ 1800c MAX. SIDES OF OPENING & CORNERS
BOTTOM PLATE TO / S TOP PLATE	NOMINAL	1/1M.12 ROD @ 1800c MAX. SIDES OF OPENING & CORNERS
	* NOMINAL - REFER TO AS 1684.2 TABLE 9.4	
	LOWER STORY OF TWO STORY NOMINAL FIXING ONLY TO ALL CONNECTIONS	

No.	Description	Date

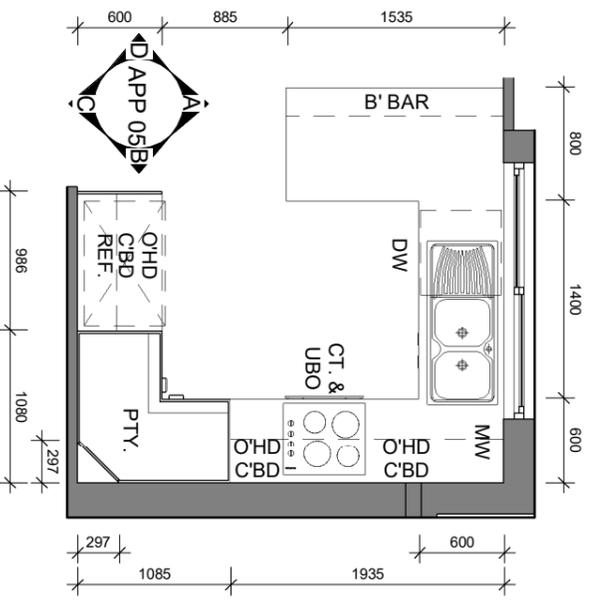
Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	EASTPORT WESTPORT QUIN	TIEDOWN & BRACING INFO

Location	Unit Number	Scale	Drawn by	Date
PREC J GRIFFITH PLACE SEVEN HILLS	UNIT 16-20		TB	NOV 2020

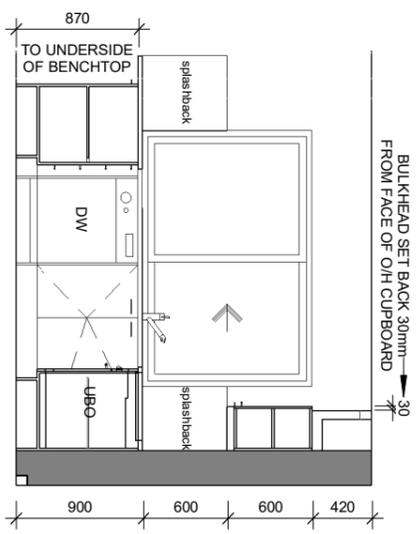
Client	Project Number	Drawing Number	Revision
HERAN BUILDING GROUP	5036	APP 04	



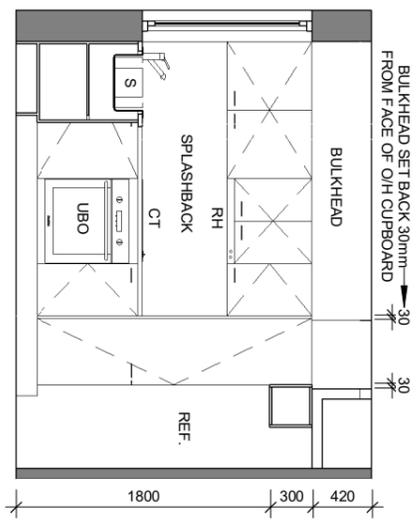
ABN 22 010 071 744  
DESIGNERS AND BUILDERS  
OF QUALITY HOMES EST. 1962  
301/50 MARINE PARADE  
SOUTHPORT Q 4215  
P 07 5528 0111  
F. 07 5528 0333



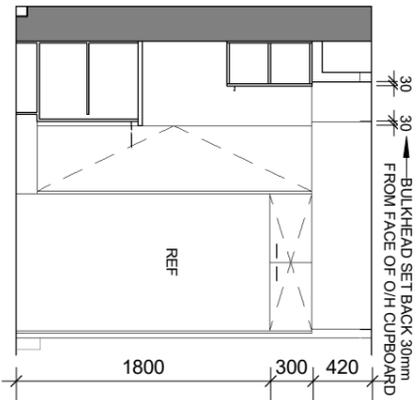
**1** KITCHEN PLAN DETAIL  
APP 05 SCALE - 1 : 50



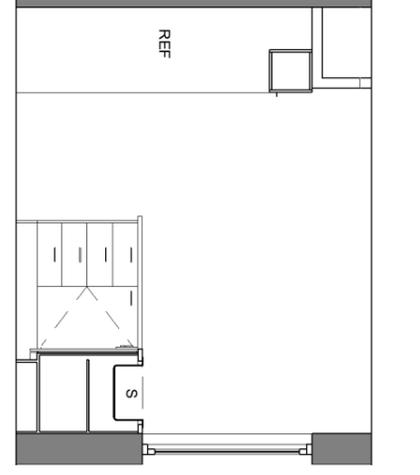
**A** KITCHEN A  
APP 05 SCALE - 1 : 50



**B** KITCHEN B  
APP 05 SCALE - 1 : 50

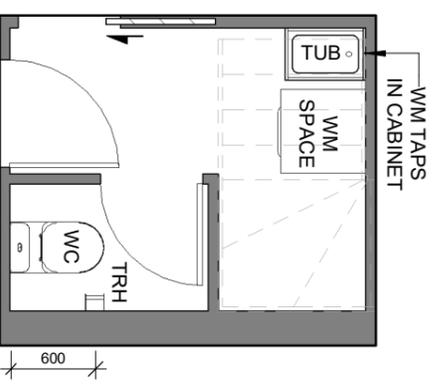


**C** KITCHEN C  
APP 05 SCALE - 1 : 50

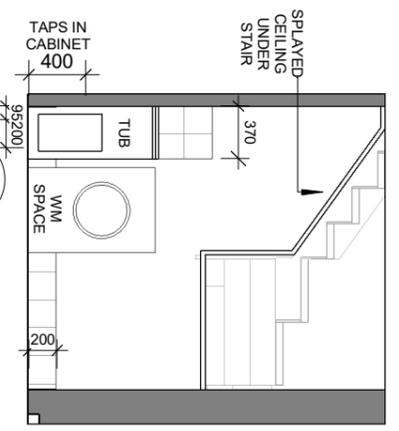


**D** KITCHEN D  
APP 05 SCALE - 1 : 50

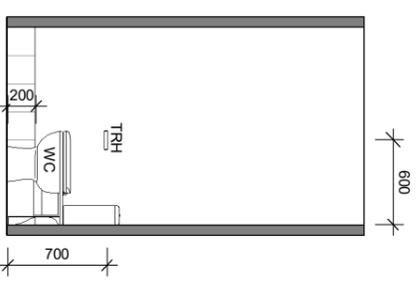
**RANGEHOOD NOTE:**  
- RANGEHOOD DUCTED TO EXTERNAL WALL



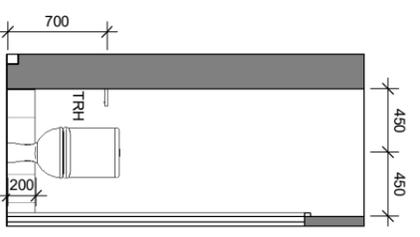
**2** L'DRY-WC PLAN DETAIL  
APP 05 SCALE - 1 : 50



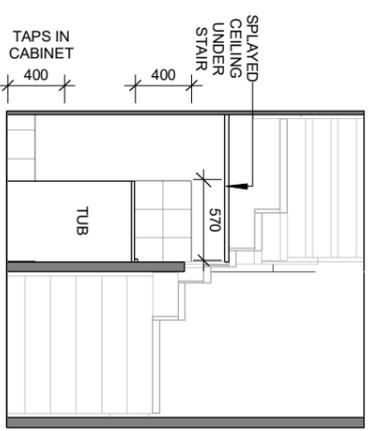
**I** LAUNDRY I  
APP 05 SCALE - 1 : 50



**J** WCL  
APP 05 SCALE - 1 : 50



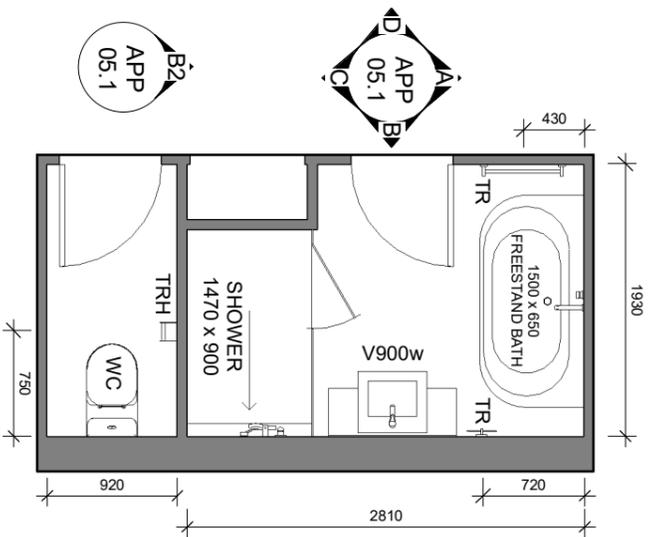
**K** WC K  
APP 05 SCALE - 1 : 50



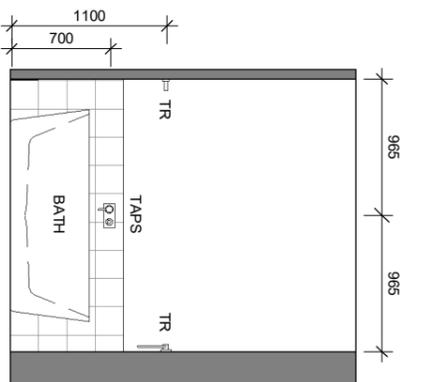
**L** LAUNDRY J  
APP 05 SCALE - 1 : 50

No.	Description	Date
1	BA ISSUE	30.11.210

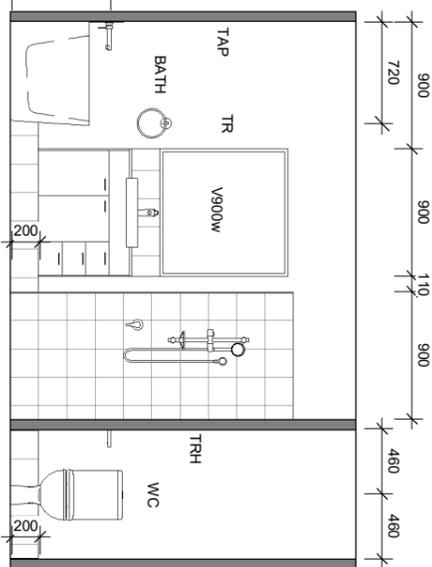
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MULTIPLE DWELLING UNITS		EASTPORT WESTPORT QUIN		WET AREA DETAILS (GF WESTPORT)	
Location		Unit Number		Scale	
PREC J GRIFFITH PLACE SEVEN HILLS		UNIT 16-20		1 : 50	
Client		Project Number		Drawn by	
HERAN BUILDING GROUP		5036		TB	
				Date	
				NOV 2020	
				Revision	
				1	



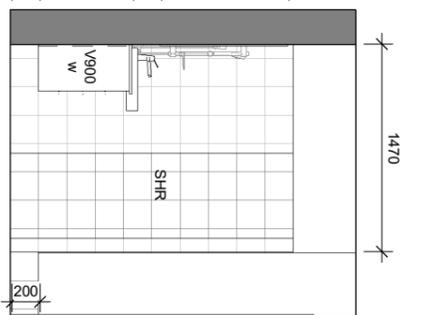
1 BATH PLAN DETAIL (WESTPORT)  
APP 05.1 SCALE - 1 : 50



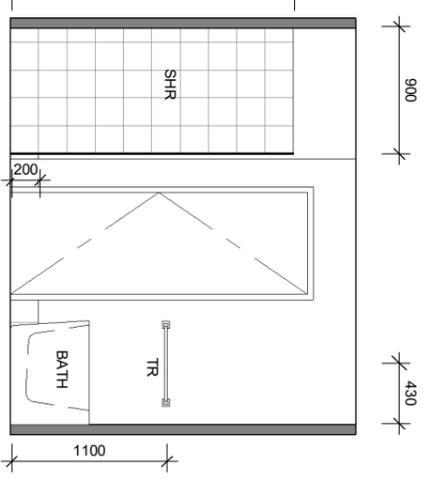
A BATH A  
APP 05.1 SCALE - 1 : 50



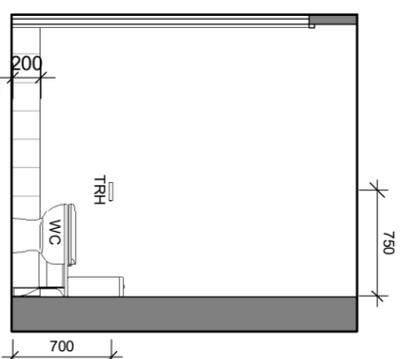
B BATH B  
APP 05.1 SCALE - 1 : 50



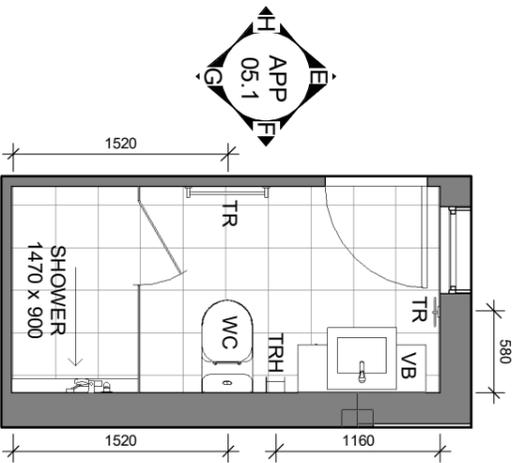
C BATH C  
APP 05.1 SCALE - 1 : 50



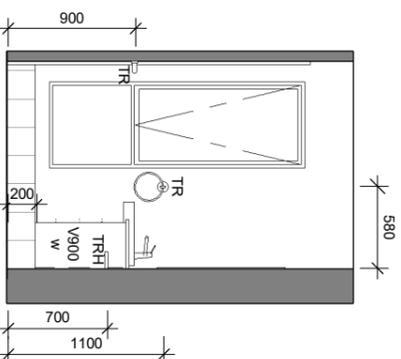
D BATH D  
APP 05.1 SCALE - 1 : 50



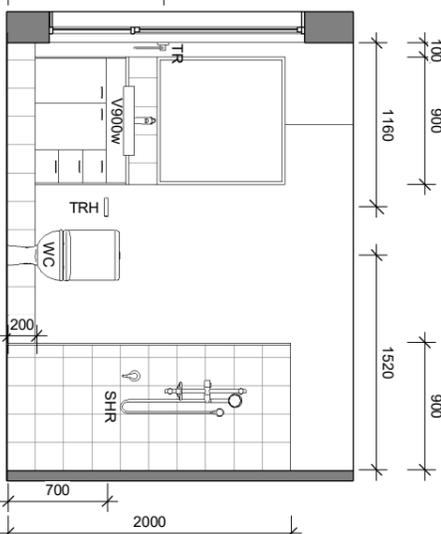
B2 WC B2  
APP 05.1 SCALE - 1 : 50



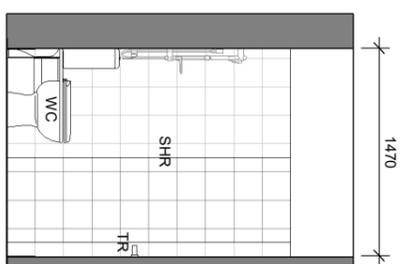
2 ENSUITE PLAN DETAIL (WESTPORT)  
APP 05.1 SCALE - 1 : 50



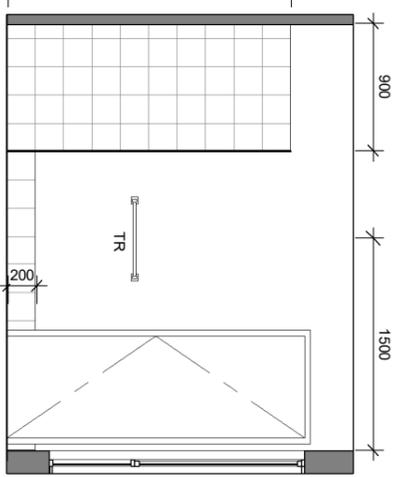
E ENSUITE E  
APP 05.1 SCALE - 1 : 50



F ENSUITE F  
APP 05.1 SCALE - 1 : 50



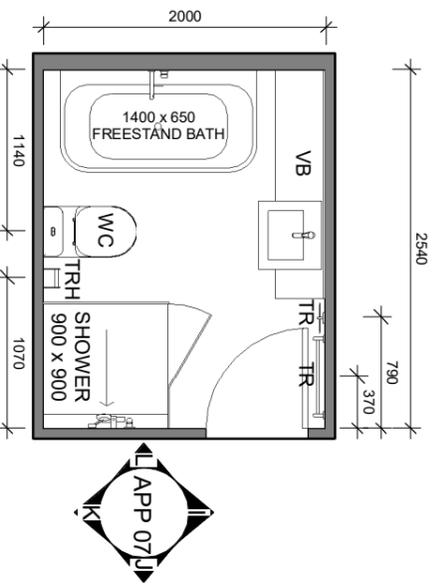
G ENSUITE G  
APP 05.1 SCALE - 1 : 50



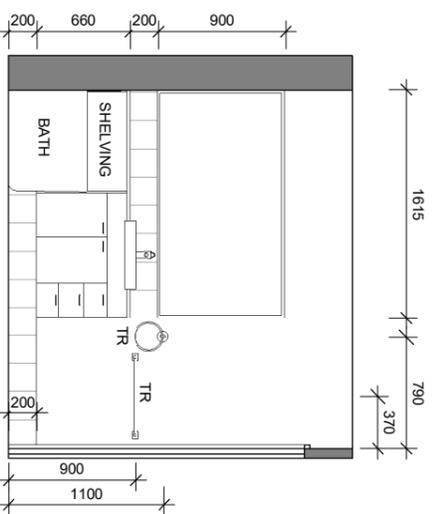
H ENSUITE H  
APP 05.1 SCALE - 1 : 50

No.	Description	Date
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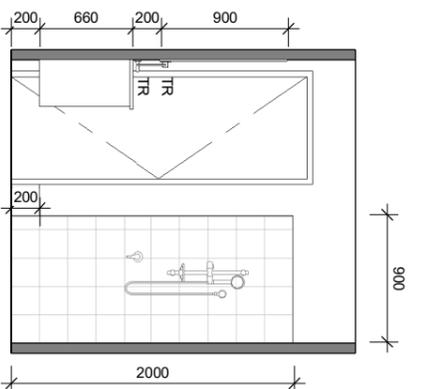
Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		EASTPORT WESTPORT QUIN		WET AREAS DETAILS (FF WESTPORT)	
Location		Unit Number		Scale	
PREC J GRIFFITH PLACE SEVEN HILLS		UNIT 16-20		1 : 50	
Client		Project Number		Drawn by	
HERAN BUILDING GROUP		5036		TB	
				Date	
				NOV 2020	
				Revision	
				1	



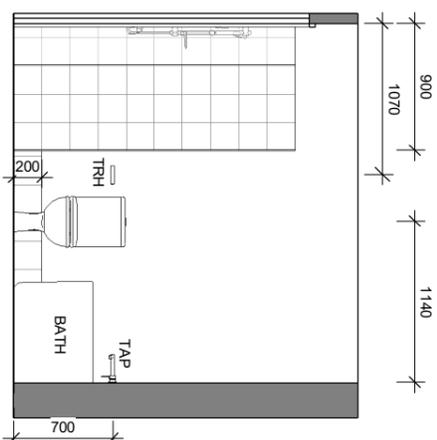
**1** BATH PLAN DETAIL (UNIT TYPE B)  
APP 07 SCALE - 1 : 50



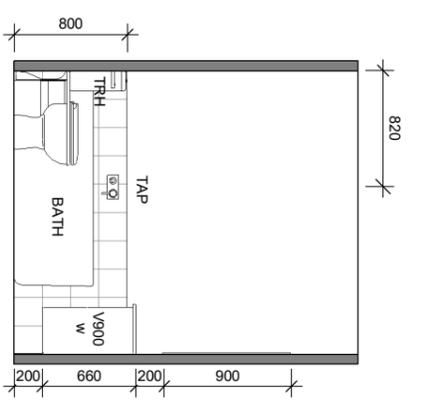
**I** BATH I  
APP 07 SCALE - 1 : 50



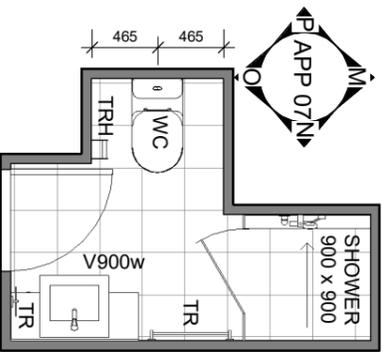
**J** BATH J  
APP 07 SCALE - 1 : 50



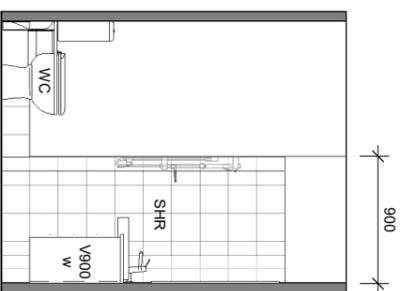
**K** BATH K  
APP 07 SCALE - 1 : 50



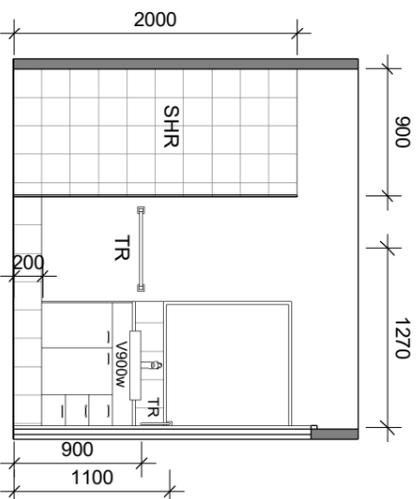
**L** BATH L  
APP 07 SCALE - 1 : 50



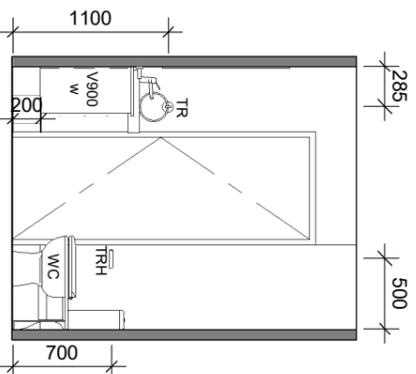
**2** ENSUITE PLAN DETAIL (UNIT TYPE B)  
APP 07 SCALE - 1 : 50



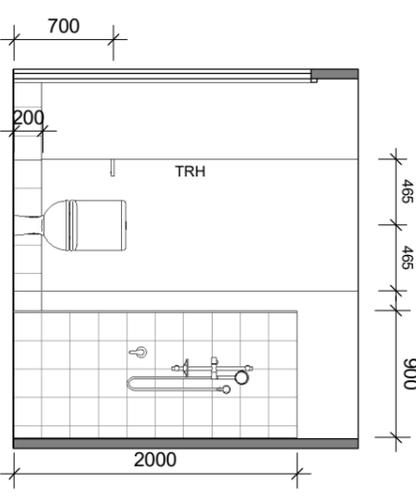
**M** ENSUITE M  
APP 07 SCALE - 1 : 50



**N** ENSUITE N  
APP 07 SCALE - 1 : 50



**O** ENSUITE O  
APP 07 SCALE - 1 : 50



**P** ENSUITE P  
APP 07 SCALE - 1 : 50

No.	Description	Date
1	BA ISSUE	30.11.20

Project

MULTIPLE DWELLING UNITS

Location

PREC J GRIFFITH PLACE SEVEN HILLS

Client

HERAN BUILDING GROUP

Unit Type

EASTPORT WESTPORT QUIN

Unit Number

UNIT 16-20

Sheet Name

WET AREA DETAILS (FF EASTPORT TYPE B)

Scale

1 : 50

Drawn by

TB

Date

NOV 2020

Project Number

5036

Drawing Number

APP 07

Revision

1



ABN 22 010 071 744  
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OF QUALITY HOMES EST. 1952  
301/50 MARINE PARADE  
SOUTHPORT Q 4215  
P 07 5528 0111  
F 07 5528 0333



# ELECTRICAL LEGEND PER UNIT WESTPORT

○	LED DOWNLIGHT	21
⊕	CEILING LIGHT	1
△	WALL LIGHT	3
☒	HEAT FAN / LIGHT	2
X <sup>2</sup>	LIGHT SWITCH - 2 WAY	4
GGE	GGE DOOR SWITCH ON WALL	1
☼	CEILING FAN	4
▼	SINGLE POWER POINT	8
▼▼	DOUBLE POWER POINT	13
WP	WP SINGLE POWER POINT	1
OVEN	OVEN POWER POINT	1
R/H	RANGE HOOD POWER POINT	1
☼	EXHAUST FAN	1
±TV	TELEVISION OUTLET	2
±CTV	CABLE TELEVISION OUTLET	2
PHONE	PHONE POINT	2
☼	SMOKE DETECTORS	6
☼	AC CIRCUIT	1
☼	A/C VENT	0
±	ANTENNA	1
▼	SINGLE (NBN) POWER POINT	1
☼	ELECTRIC HOT WATER UNIT	1
AC UNIT	AIR CONDITIONING UNIT (INTERNAL)	1
AC HEADUNIT	AIR CONDITIONING UNIT (EXTERNAL)	1

## GENERAL NOTES:

- FLOOR LAYOUT + DIMENSIONS + NOTATION EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXTEND ALL RELEVANT MECHANICAL VENTILATION ON LOWER LEVELS TO EXIT TO THE OUTSIDE OF THE BUILDING.
- CONTRACTOR TO COMPLY WITH ALL RELEVANT STANDARDS & CODES. LAYOUT SHOWN IS INDICATIVE ONLY.

## SMOKE ALARM NOTE:

- SMOKE ALARM TO BE INSTALLED & POSITIONED IN ACCORDANCE TO NCC REQUIREMENTS & TO COMPLY WITH A.S. 1670.6 - 1997: *Fire detection, warning, control and intercom systems - System design, installation and commissioning - Smoke alarms.* (ALARM TO BE CONNECTED TO CONSUMERS MAIN POWER SUPPLY)

## SUSTAINABILITY COMPLIANCE:

- DOUBLE A RATED SHOWER ROSES DUAL FLUSH TOILETS (6 LITRE FULL FLUSH / 3 LITRE HALF FLUSH),
- 500kpa WATER PRESSURE-LIMITING DEVICES.
- FLUORESCENT OR COMPACT FLUORESCENT LIGHTING TO MIN. 40% OF DWELLING INTERNAL FLOOR SPACE

# ELECTRICAL LEGEND PER UNIT EASTPORT

○	LED DOWNLIGHT	28	▼▼	DOUBLE POWER POINT	14	☼	SMOKE DETECTORS	6
⊕	CEILING LIGHT	1	WP	WP SINGLE POWER POINT	1	☼	AC CIRCUIT	1
△	WALL LIGHT	3	OVEN	OVEN POWER POINT	1	☼	A/C VENT	0
☒	HEAT FAN / LIGHT	2	R/H	RANGE HOOD POWER POINT	1	±	ANTENNA	1
X <sup>2</sup>	LIGHT SWITCH - 2 WAY	6	☼	EXHAUST FAN	1	▼	SINGLE (NBN) POWER POINT	1
GGE	GGE DOOR SWITCH ON WALL	1	±TV	TELEVISION OUTLET	2	HMS	ELECTRIC HOT WATER UNIT	1
☼	CEILING FAN	6	±CTV	CABLE TELEVISION OUTLET	2	AC UNIT	AIR CONDITIONING UNIT (INTERNAL)	1
▼	SINGLE POWER POINT	4	PHONE	PHONE POINT	2	AC HEADUNIT	AIR CONDITIONING UNIT (EXTERNAL)	1



**1** GROUND FLOOR ELECTRICAL PLAN  
SCALE - 1 : 100  
APP 08

**2** FIRST FLOOR ELECTRICAL PLAN  
SCALE - 1 : 100  
APP 08

## NBN NOTE:

- PROVIDE POWER POINT AND CONDUIT FOR NBN CONNECTION IN ACCORDANCE WITH NBN CO
- PREPARATION AND INSTALLATION GUID FOR SDUS AND MDUS.
- PROVIDE CAT6 NETWORK CABLE TO ALL UNITS.

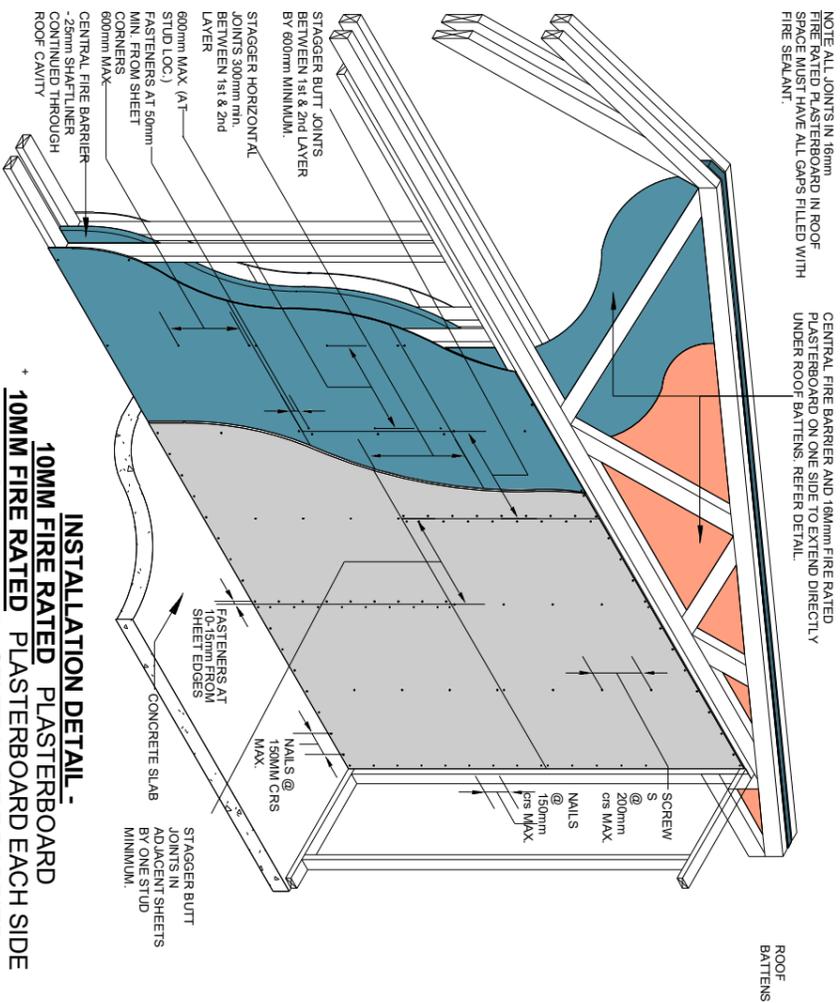


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No.	Description	Date
1	BA ISSUE	30.11.20

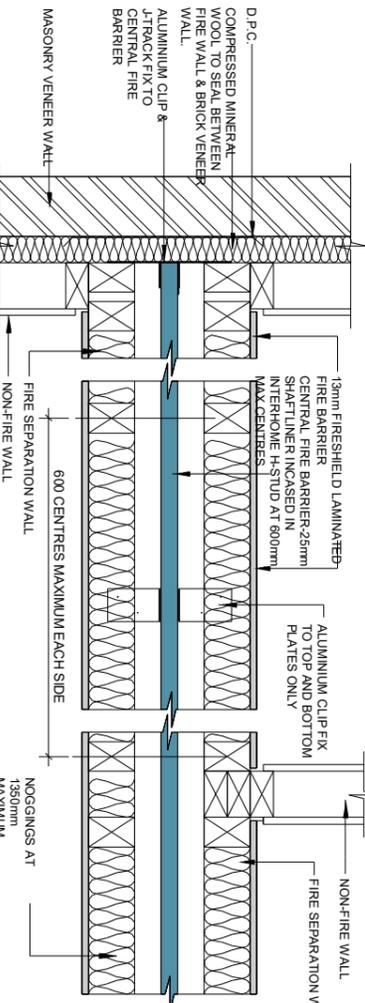
Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		EASTPORT WESTPORT QUIN		ELECTRICAL LAYOUT	
Location		Unit Number		Scale	
PREC J GRIFFITH PLACE SEVEN HILLS		UNIT 16-20		1 : 100	
Client		HERAN BUILDING GROUP		Drawn by	
				TB	
				Date	
				NOV 2020	
				Project Number	
				5036	
				Drawing Number	
				APP 08	
				Revision	
				1	





NOTE ALL JOINTS IN 16mm FIRE RATED PLASTERBOARD IN ROOF SPACE MUST HAVE ALL GAPS FILLED WITH FIRE SEALANT.

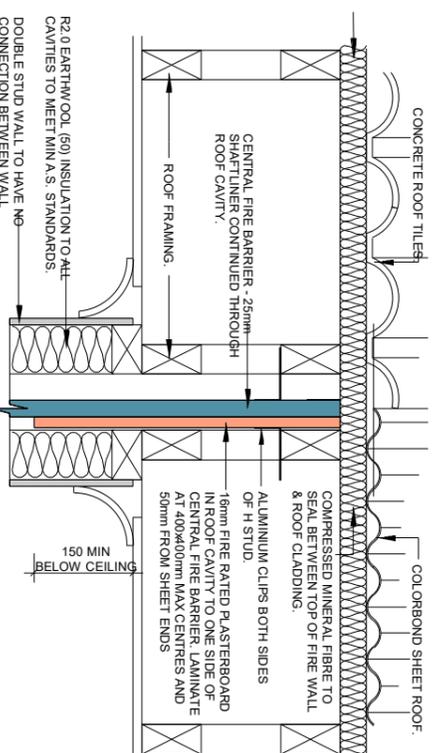
CENTRAL FIRE BARRIER AND 16mm FIRE RATED PLASTERBOARD ON ONE SIDE TO EXTEND DIRECTLY UNDER ROOF BATTENS. REFER DETAIL.



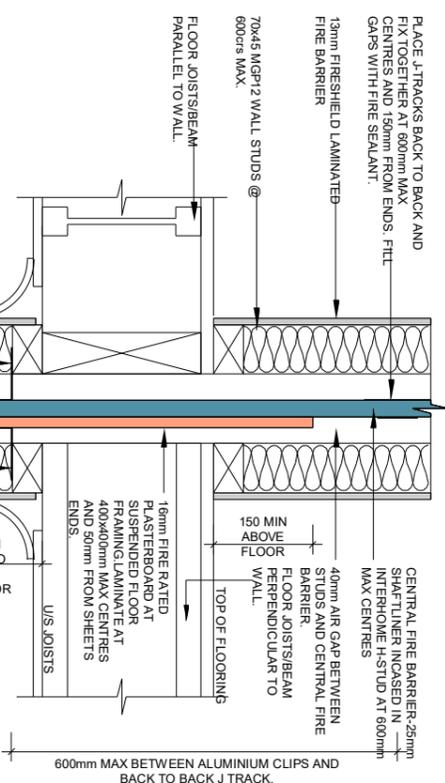
INTERSECTING WITH BRICK VENEER EXT. WALL

**PARTY WALL CONSTRUCTION NOTE.**  
 -COMMON WALLS SEPARATING SOLE OCCUPANCY UNITS (CLASS 1A) SHALL COMPLY WITH PART 3.7.1 FIRE SEPARATION & PART 3.8.6 SOUND INSULATION OF THE CURRENT B.C.A. (VOLUME 2).  
 AN ALTERNATE SYSTEM CAN BE USED AS TO EQUIVALENT MANUFACTURES SPECIFICATIONS. FOR THIS SYSTEM REFER TO KNAUF TECHNICAL MANUAL, INTERHOME SEPARATING WALL SYSTEMS FOR MULTI-RESIDENTIAL CONSTRUCTION, PLASTERBOARD SYSTEMS.

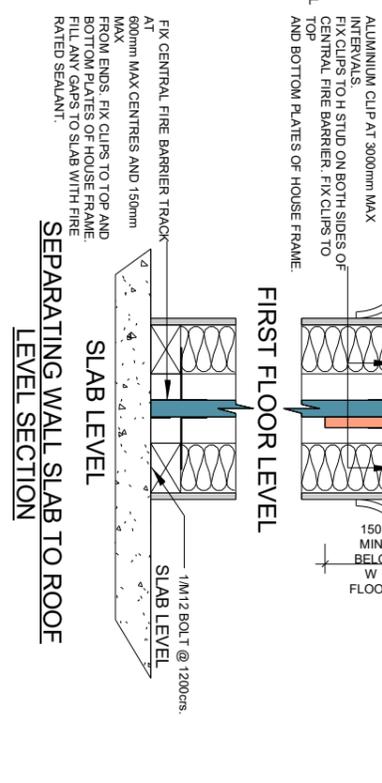
# SYSTEM NO KIH6



ABOVE CEILING LEVEL



FIRST FLOOR LEVEL



SEPARATING WALL SLAB TO ROOF LEVEL SECTION

Fixing	Fastener Only method	Butt joints
Sheet Layout	1st layer: Horizontal 2nd layer: Horizontal	1st layer: Fix screws at 200mm max centres. Fix nails at 150 max centres. Stagger fasteners. Stagger butt joints by 600mm min on adjoining sheets, between layers and on opposite sides of the wall. 1st layer butt joints must be backed by a stud. 2nd layer: Fix screw at 200mm max centres. Fix nails at 150mm max centres. Stagger fasteners. Alternatively, float butt joints and laminate to 1st layer using laminating screws at 200mm max centres and staggered screws.
Perimeter	Perimeter fasteners 10-15mm from sheet edge 1st layer: Fix screw or double nails at 400mm max centres. Fix nails at 300mm max centres. 2nd layer: Fix screw or double nails at 300mm max centres. Fix nails at 200mm max centres.	Internal and external condensation openings 1st layer: Fix at 300mm max centres. 2nd layer: Fix at 200mm max centres. 1st layer: Fix at 300mm max centres. 2nd layer: Fix at 200mm max centres.
Recessed edges	1st layer: Fix on each stud. Stagger recessed edges by 300mm min between layers and on opposite sides of the wall or back by a nogging 2nd layer: Fix on each stud.	

No.	Description	Date

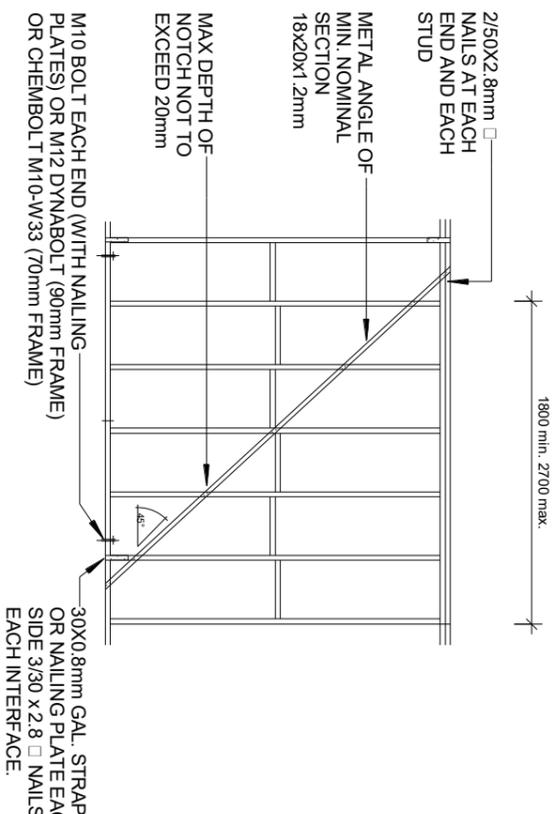
Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	EASTPORT WESTPORT QUIN	FIRE WALL
Location	Unit Number	Scale
PREC J GRIFFITH PLACE SEVEN HILLS	UNIT 16-20	1 : 10
Client	HERAN BUILDING GROUP	Drawn by
		TB
		Date
		NOV 2020
		Project Number
		5036
		Drawing Number
		APP 09
		Revision



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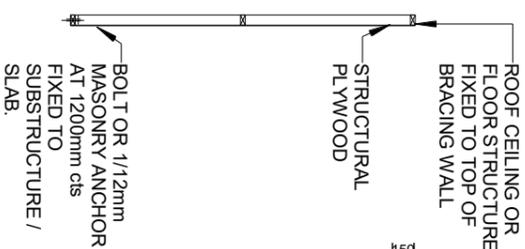
No.	Description	Date

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	EASTPORT WESTPORT QUIN	FIRE WALL
Location	Unit Number	Scale
PREC J GRIFFITH PLACE SEVEN HILLS	UNIT 16-20	1 : 10
Client	HERAN BUILDING GROUP	Drawn by
		TB
		Date
		NOV 2020
		Project Number
		5036
		Drawing Number
		APP 09
		Revision



**TYPICAL METAL ANGLE BRACING (TB1.5)**

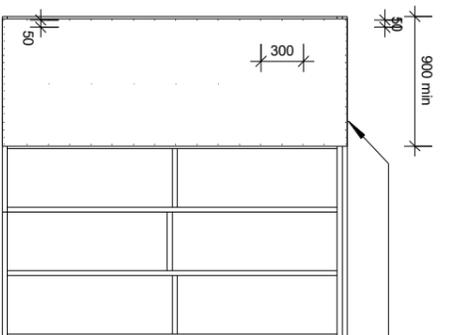
1.5kN/m - AS1684.2-2006 TABLE 8.18 (c)



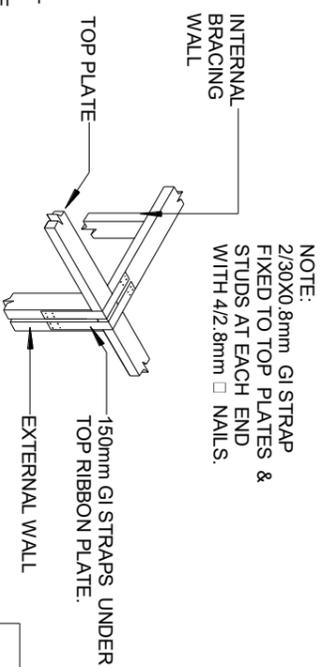
**4.5mm F27 PLYWOOD BRACING (TB6.0)**

6.0 kN/m (rods not required) - AS1684.2-2006 TABLE 8.18 (g) METHOD B

NOTE: BOTTOM PLATE FIXED AT MAX 1200mm CRS WITH M10 BOLT.

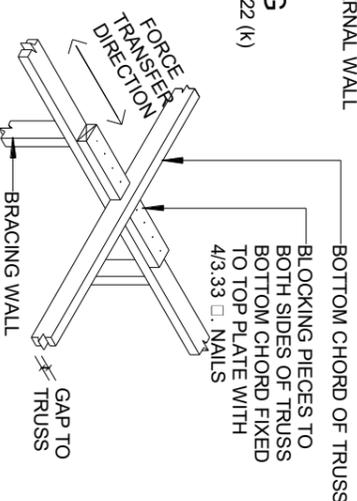


NOTE: IF TWO OR MORE PANEL ARE BUTTED TOGETHER THE VERTICAL JOIN NAILING IS TO BE @50mm CENTRES. SINGLE SHEET VERTICAL NAILING TO BE @150mm CENTRES.



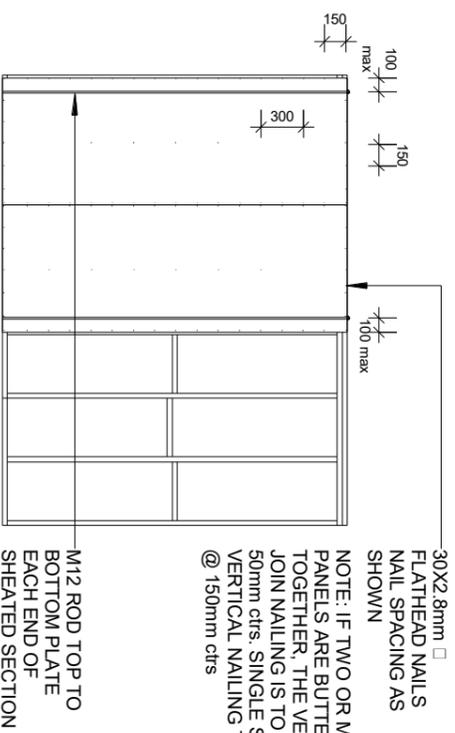
**TOP OF BRACING WALL FIXING**

(6.6 kN transfer for JD4) - AS1684.2-2006 TABLE 8.22 (k)



**AS1684.2-2006 TABLE 8.22 (j)**

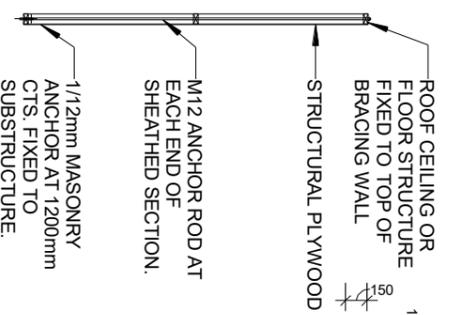
(4.0 kN transfer for JD4)



**4.5mm F27 PLYWOOD BRACING (TB6.4)**

6.4 kN/m (full height M12 rods required) - AS1684.2-2006 TABLE 8.18 (h) METHOD A

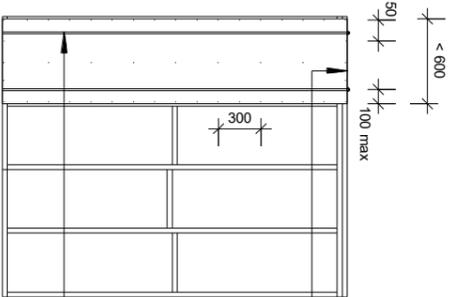
NOTE: BOTTOM PLATE FIXED AT MAX 1200mm CRS WITH M10 BOLT.



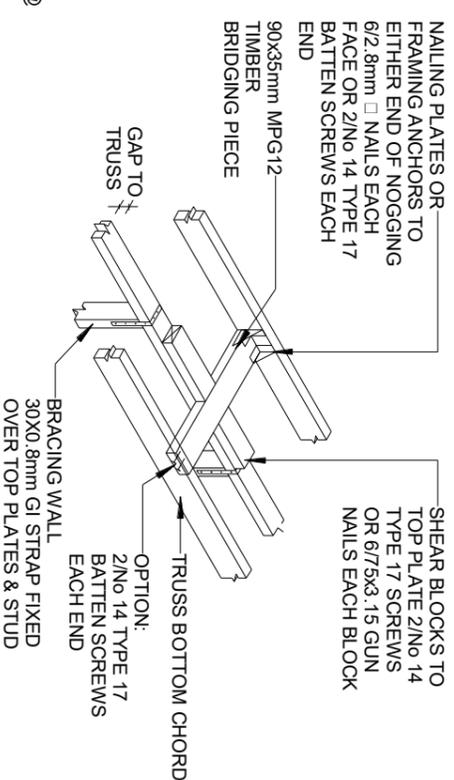
**4.5mm F27 PLYWOOD BRACING (TB6.4)**

6.4 kN/m (full height M12 rods required) - AS1684.2-2006 TABLE 8.18 (h) METHOD A

NOTE: DISTANCE OF ANCHOR ROD FROM END OF BRACE TO BE MAX. 100mm.



NOTE: M12 ROD TOP TO BOTTOM PLATE EACH END OF SHEATED SECTION



**AS1684.2-2006 TABLE 8.22 (e)**

(5.5 kN transfer for JD4)

STEEL WASHERS	
BOLT OR COACH SCREW Ø(mm)	WASHER SIZE (mm)
M10 CUP HEAD	STANDARD
M12 CUP HEAD	STANDARD
M16 CUP HEAD	STANDARD
M10 BOLT OR COACH SCREW	38x38x2.0
M12 BOLT OR COACH SCREW	50x50x3.0
M16 BOLT OR COACH SCREW	65x65x5.0

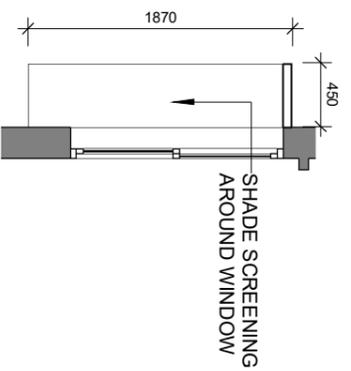
**AS1684.2-2006 TABLE 9.1**



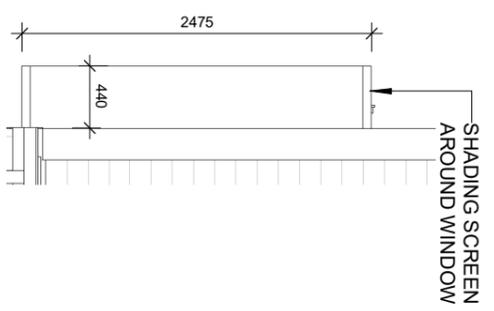
ABN 22 010 071 744  
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No.	Description	Date

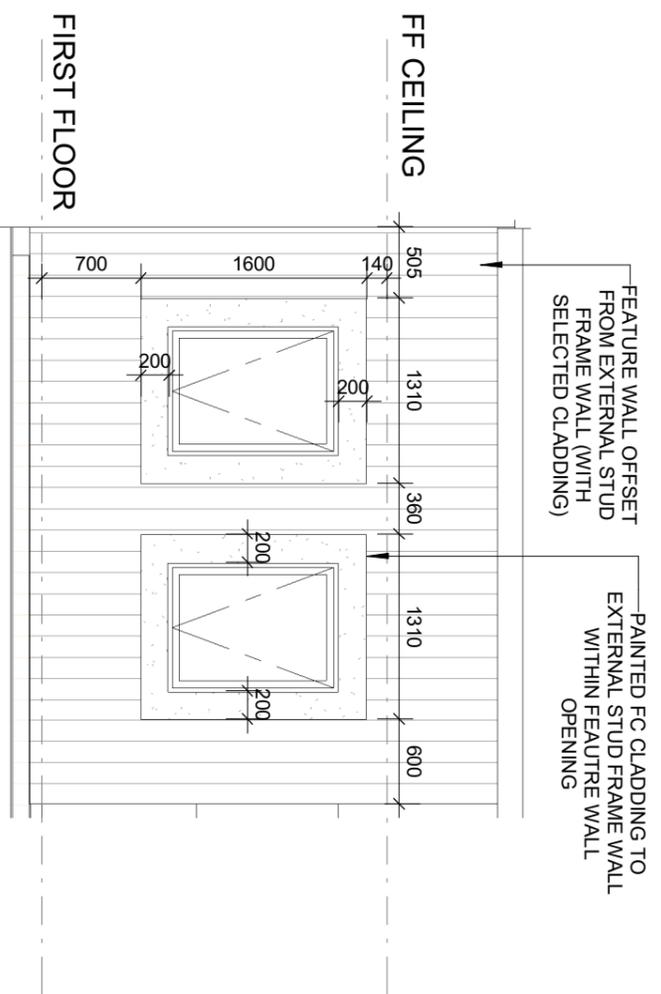
Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	EASTPORT WESTPORT QUIN	BRACING DETAIL
Location	Unit Number	Scale
PREC J GRIFFITH PLACE SEVEN HILLS	UNIT 16-20	1 : 50
Client	Project Number	Drawing Number
HERAN BUILDING GROUP	5036	APP 10
		Date
		NOV 2020
		Revision



**2** SHADING SCREEN PLAN DETAIL  
APP 11 SCALE - 1 : 50



**3** SHADING SCREEN ELEVATION DETAIL  
APP 11 SCALE - 1 : 50



**1** FACADE ELEVATION DETAIL  
APP 11 SCALE - 1 : 50

No.	Description	Date

Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		EASTPORT WESTPORT QUIN		DETAILS	
Location		Unit Number		Scale	
PREC J GRIFFITH PLACE SEVEN HILLS		UNIT 16-20		1 : 50	
Client		Project Number		Drawn by	
HERAN BUILDING GROUP		5036		TB	
				Date	
				NOV 2020	
				Revision	

**HERAN**  
BUILDING GROUP PTY. LTD.

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## BUILDING GROUP

ABN 22 010 071 744

DESIGNERS AND BUILDERS  
OF QUALITY HOMES

EST. 1952

LEVEL 3, 301/50 MARINE PARADE  
SOUTHPORT, GOLD COAST, QLD, 4215  
PH: (07) 5528 0111 FAX: (07) 5528 0333

## EASTPORT Triplex Modern

~ MASTER DRAWINGS ~

### UNITS 33-35

ADDRESS PREC J GRIFFITH PL SEVEN HILLS

CLIENT HERAN No1. PTY LTD

JOB No 5036

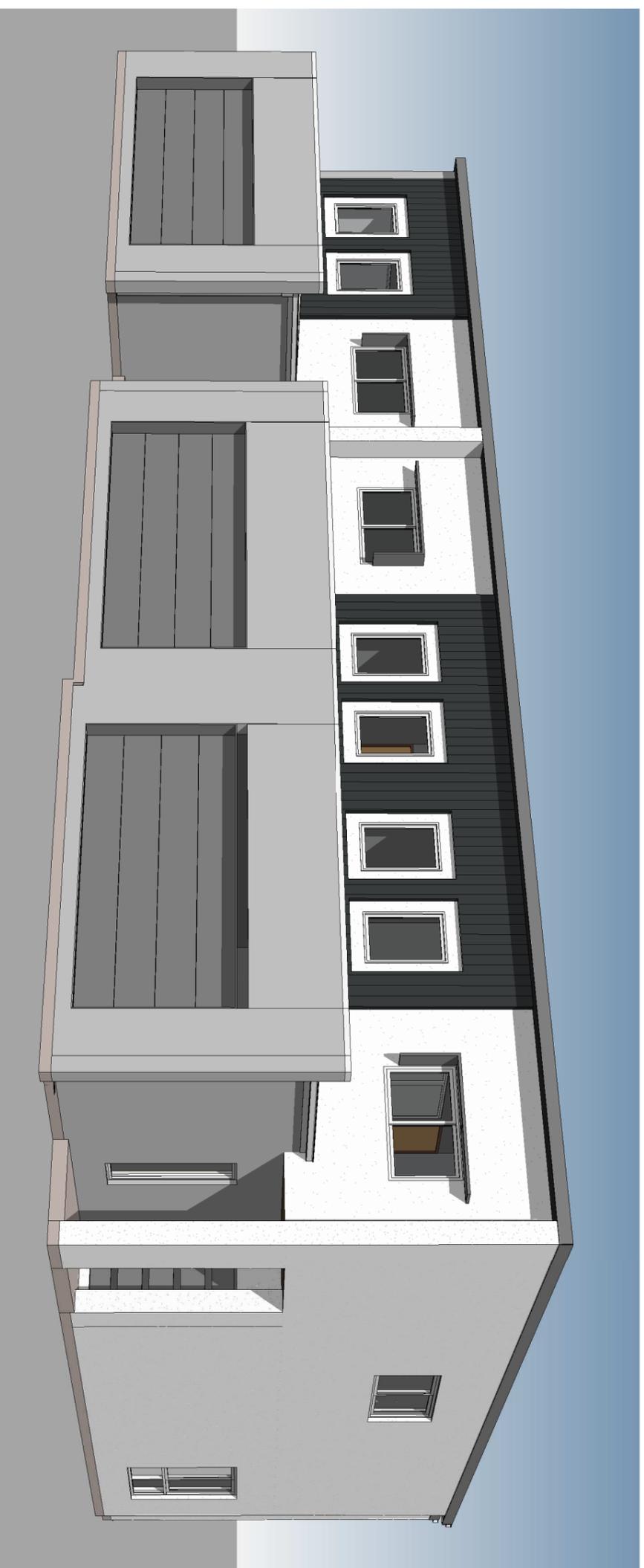
DRAWN TB

#### FLOOR AREAS

UNIT 33	4.1 m <sup>2</sup>
PORCH	6.3 m <sup>2</sup>
PATIO	6.3 m <sup>2</sup>
Exterior Area	10.3 m <sup>2</sup>
LIVING (GF)	52.1 m <sup>2</sup>
GARAGE	38.2 m <sup>2</sup>
LIVING (FF)	78.6 m <sup>2</sup>
BALCONY	6.3 m <sup>2</sup>
Gross Building Area	175.2 m <sup>2</sup>
	185.5 m <sup>2</sup>

UNIT 34	3.8 m <sup>2</sup>
PORCH	7.2 m <sup>2</sup>
PATIO	7.2 m <sup>2</sup>
Exterior Area	11.0 m <sup>2</sup>
LIVING (GF)	50.8 m <sup>2</sup>
GARAGE	38.7 m <sup>2</sup>
LIVING (FF)	77.6 m <sup>2</sup>
BALCONY	7.0 m <sup>2</sup>
Gross Building Area	174.2 m <sup>2</sup>
	185.2 m <sup>2</sup>

UNIT 35	3.8 m <sup>2</sup>
PORCH	3.8 m <sup>2</sup>
PATIO	7.2 m <sup>2</sup>
Exterior Area	11.0 m <sup>2</sup>
LIVING (GF)	51.9 m <sup>2</sup>
GARAGE	38.8 m <sup>2</sup>
LIVING (FF)	78.6 m <sup>2</sup>
BALCONY	7.0 m <sup>2</sup>
Gross Building Area	176.4 m <sup>2</sup>
	187.4 m <sup>2</sup>
Grand total	558.1 m <sup>2</sup>



#### DRAWING SCHEDULE

01	LOCATION PLAN
02	SITE PLAN
03	GROUND FLOOR PLAN
04	FIRST FLOOR PLAN
05	ROOF PLAN
06	ELEVATIONS 1
07	ELEVATIONS 2
08	SECTIONS
09	SLAB LAYOUT
APP 01	GROUND FLOOR BRACING
APP 02	FIRST FLOOR BRACING
APP 03	BEAM & JOIST LAYOUT

#### DRAWING SCHEDULE

APP 04	TIEDOWN & BRACING INFO
APP 05	WET AREA DETAILS (GROUND FLOOR)
APP 06	WET AREAS DETAILS (FIRST FLOOR TYPE A)
APP 07	WET AREA DETAILS (FIRST FLOOR TYPE B)
APP 08	ELECTRICAL LAYOUT
APP 09	FIRE WALL
APP 10	BRACING DETAIL
APP 11	DETAILS

#### NOTE:

- GFA SHOWN ON ARCHITECTURAL PLANS MAY DIFFER FROM GFA SHOWN ON SALES PLANS



No.	Description	Date
A	BA ISSUE	30/11/20

Project	TOWNHOMES & LOTS		Unit Type	EASTPORT Triplex Modern		Sheet Name	LOCATION PLAN	
Location	PREC J GRIFFITH PL SEVEN HILLS		Unit Number	UNITS 33-35		Scale	1 : 500	
Client	HERAN No1. PTY LTD		Project Number	5036		Drawn by	TB	
						Date	MAY 2020	
						Revision	A	



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 OF QUALITY HOMES EST. 1952  
 301/50 MARINE PARADE  
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 F. 07 5528 0333

S:\Town House Development\Current\ClearView Terrace\_Seven Hills\_Qld10 - BA Plans\BUILDING PLANS\PRECINCT JUSTAGE 2\UNIT 33-35 EASTPORT TRIPLEX.ADW



No.	Description	Date
A	BA ISSUE	30/11/20

Project: **TOWNHOMES & LOTS** Unit Type: **EASTPORT Triplex Modern** Sheet Name: **SITE PLAN**  
 Location: **PREC J GRIFFITH PL SEVEN HILLS** Unit Number: **UNITS 33-35** Scale: **1 : 200** Drawn by: **TB** Date: **MAY 2020**  
 Client: **HERAN No1. PTY LTD** Project Number: **5036** Drawing Number: **02** Revision: **A**

**HERAN**  
 BUILDING GROUP PTY. LTD.  
 ABN 22 010 071 744  
 DESIGNERS AND BUILDERS  
 OF QUALITY HOMES EST. 1952  
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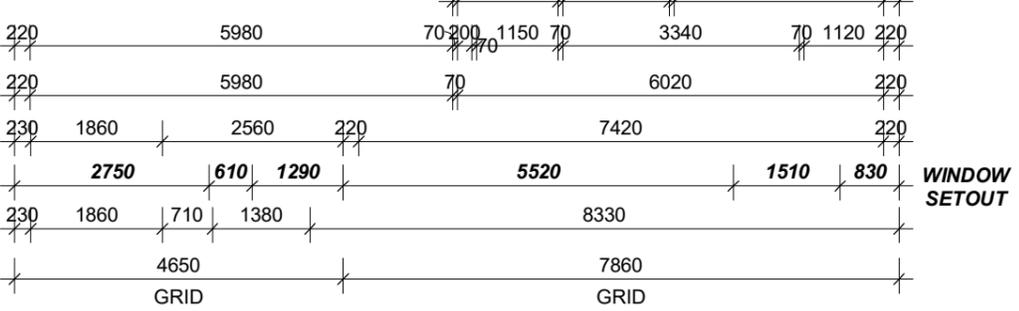
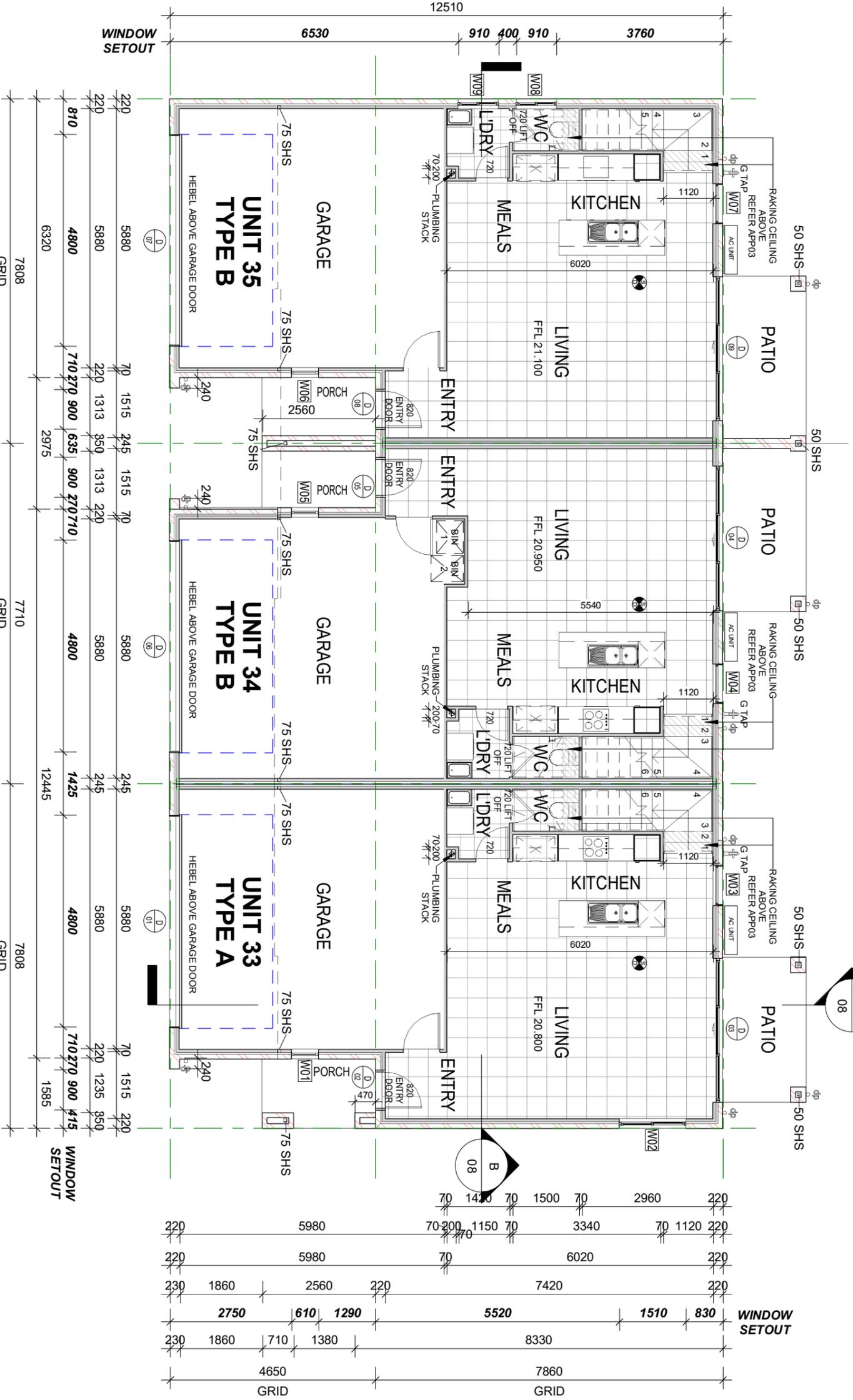
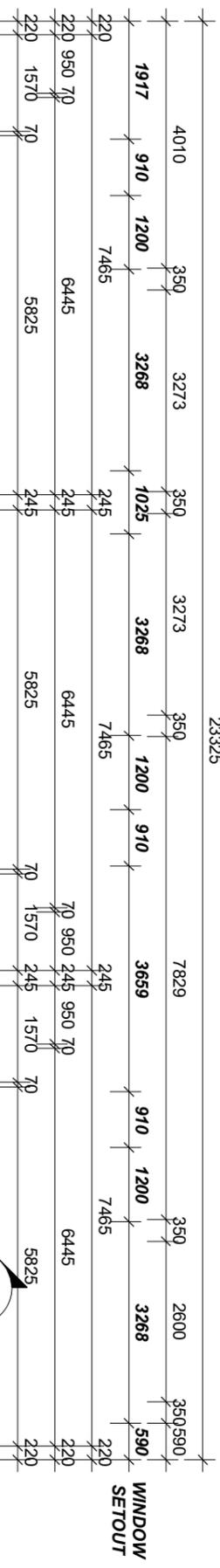
WINDOW SCHEDULE GROUND FLOOR				
Mark	Type	Lintel MGP12	Acoustic Info	Seals
01	18.06 FW	140 x 35		No
02	18.15 SW	140 x 35		No
03	18.09 AW	140 x 35		No
04	18.09 AW	140 x 35		No
05	18.06 FW	140 x 35		No
06	18.06 FW	140 x 35		No
07	18.09 AW	140 x 35		No
08	06.09 SW	140 x 35		No
09	06.09 SW	140 x 35		No

DOOR SCHEDULE (EXT.) GROUND FLOOR				
Mark	Type	Lintel MGP12	Acoustic Info	Seals
01	21.48 PANEL LIFT	240 x 65 18C		No
02	820 ENTRY DOOR	140 x 35		No
03	21.31 SD	2/240x35		No
04	21.31 SD	2/240x35		No
05	820 ENTRY DOOR	140 x 35		No
06	21.48 PANEL LIFT	240 x 65 18C		No
07	21.48 PANEL LIFT	240 x 65 18C		No
08	820 ENTRY DOOR	140 x 35		No
09	21.31 SD	2/240x35		No

**NOTES**

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

VERTICAL JOINT NOTE				
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



No.	Description	Date	Project	Unit Type	Sheet Name
A	BA ISSUE	30.11.20	TOWNHOMES & LOTS	EASTPORT Triplex Modern	GROUND FLOOR PLAN

Project: TOWNHOMES & LOTS  
 Location: PREC J GRIFFITH PL SEVEN HILLS  
 Client: HERAN No1. PTY LTD  
 Unit Number: UNITS 33-35  
 Scale: 1 : 100  
 Project Number: 5036  
 Drawing Number: 03  
 Date: MAY 2020  
 Revision: A

**HERAN**  
 BUILDING GROUP PTY. LTD.  
 ABN 22 010 071 744  
 DESIGNERS AND BUILDERS  
 OF QUALITY HOMES EST. 1952  
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**WINDOW SCHEDULE FIRST FLOOR**

Mark	Type	Lintel	Acoustic Info	Seals
10	10.18 SW	2/170 x 35		No
11	15.09 FW	140 x 35		No
12	10.18 SW	190 x 35		No
13	12.09 AW	140 x 35		No
14	12.09 AW	140 x 35		No
15	10.18 SW	2/170 x 35		No
16	10.18 SW	2/170 x 35		No
17	12.09 AW	140 x 35		No
18	12.09 AW	140 x 35		No
19	10.18 SW	190 x 35		No
20	15.09 FW	140 x 35		No
21	15.09 FW	140 x 35		No
22	09.09 SW	140 x 35		No
23	12.09 AW	140 x 35		No
24	12.09 AW	140 x 35		No
25	10.18 SW	2/170 x 35		No
26	10.18 SW	190 x 35		No

**DOOR SCHEDULE FF (EXT)**

Mark	Type	Lintel	MGP12	Acoustic Info	Seals
10	21.18 SD	2/240x35			No
11	21.18 SD	2/240x35			No
12	21.18 SD	2/240x35			No

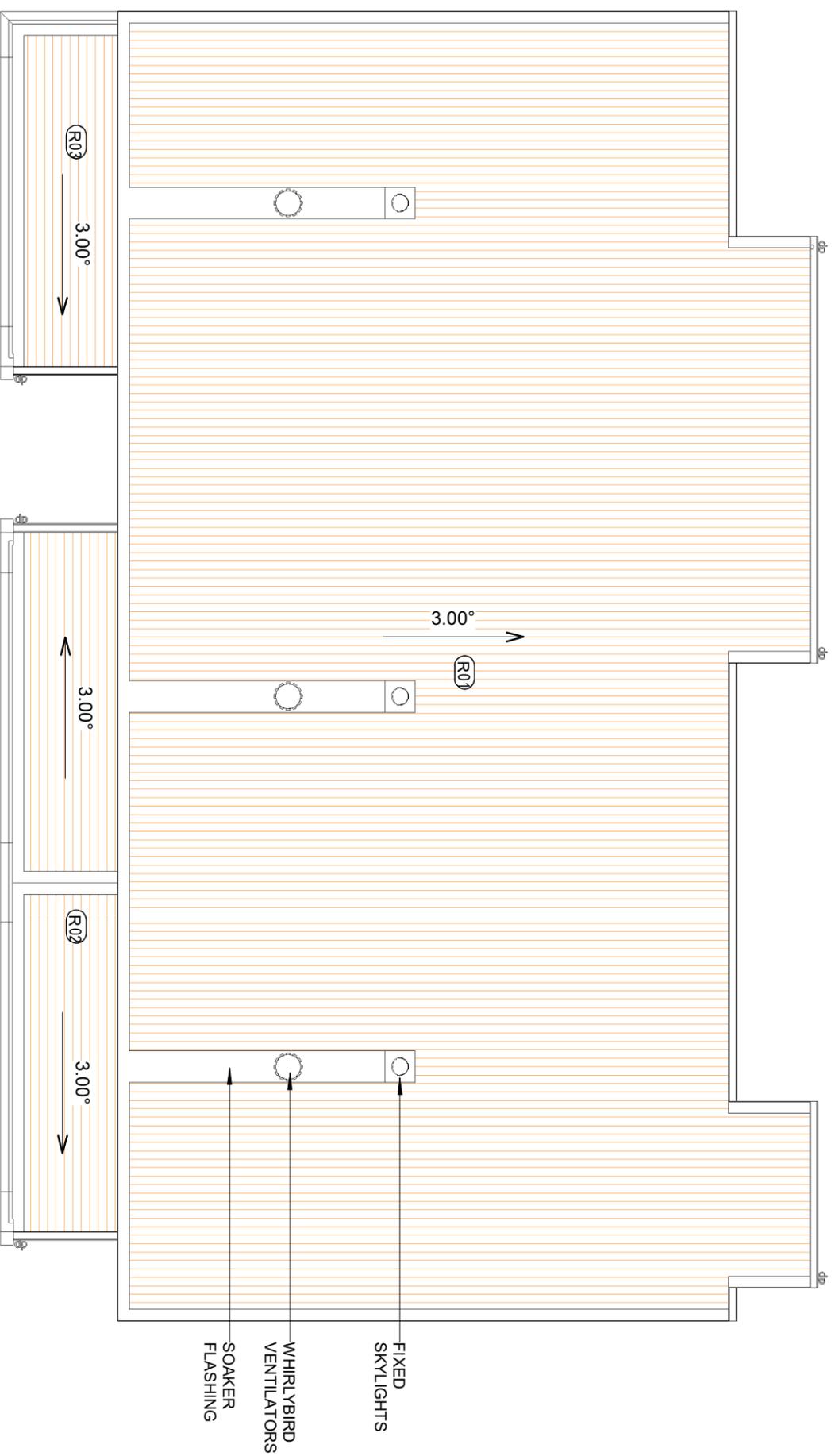
**NOTES**  
 - FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.  
 - CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

VERTICAL JOINT NOTE	M	H1	H2	E
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m

WINDOW SETOUT	275	860	650	1810	1565	1810	1675	1810	1565	1810	650	860	355	860	470	910	1865	1810	1715		
	1170	70	3000	70	3375	245	245	3375	70	3375	70	950	245	950	70	1470	3935	70	900	220	
	220	950	70	940	70	1990	70	285	2000	245	2000	70	950	70	1990	70	950	245	950	70	
	220	4020	70	950	70	900	70	1385	245	1385	70	900	70	950	70	4020	245	3695	70	530	70
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	220	2640	70	940	70	1260	70	1385	245	1385	70	1260	70	940	70	2640	245	2640	70	1585	70
	220	2640	70	940	70	1260															

**ROOF SCHEDULE / PER BUILDING**

Mark	Type	Area
01	160mm TRIMDEK ROOF	269.49 m <sup>2</sup>
02	160mm TRIMDEK ROOF	27.09 m <sup>2</sup>
03	160mm TRIMDEK ROOF	13.27 m <sup>2</sup>
<b>Grand total</b>		<b>309.86 m<sup>2</sup></b>



No.	Description	Date
A	BA ISSUE	30.11.20

Project: **TOWNHOMES & LOTS** Unit Type: **EASTPORT Triplex Modern** Sheet Name: **ROOF PLAN**

Location: **PREC J GRIFFITH PL SEVEN HILLS** Unit Number: **UNITS 33-35** Scale: **1 : 100** Drawn by: **TB** Date: **MAY 2020**

Client: **HERAN No1. PTY LTD** Project Number: **5036** Drawing Number: **05** Revision: **A**



**HERAN**  
 BUILDING GROUP PTY. LTD.  
 ABN 22 010 071 744  
 DESIGNERS AND BUILDERS  
 OF QUALITY HOMES EST. 1952  
 301/50 MARINE PARADE  
 SOUTHPORT Q 4215  
 P. 07 5528 0111  
 F. 07 5528 0333



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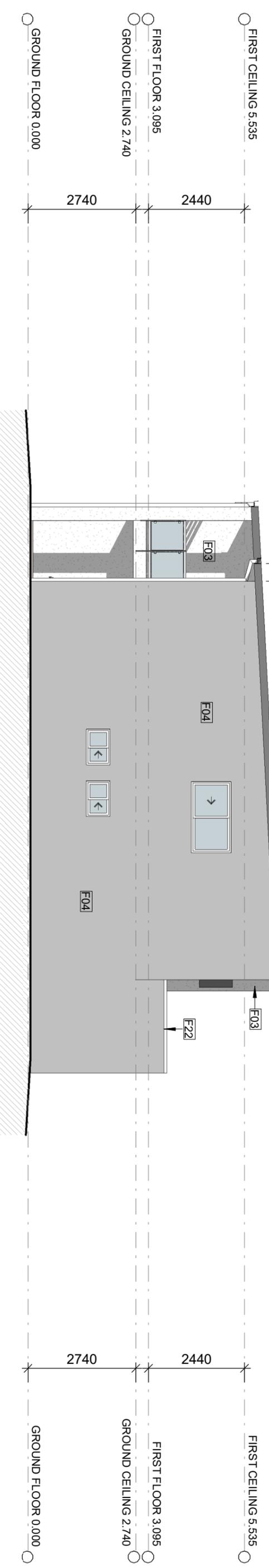
**1 FRONT ELEVATION**  
06 SCALE - 1 : 100

EXTERNAL FINISHES	
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F09	SCYON AXON CLADDING
F17	RENDERED & PAINTED HARDITEX CLADDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F24	50mm NRG BOARD SHADE SCREEN
F28	WHIRLYBIRD VENTILATOR
F39	HEBEL CLADDING

**NOTES**

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.

VERTICAL JOINT NOTE				
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



**2 RIGHT ELEVATION**  
06 SCALE - 1 : 100

DESIGNERS AND BUILDERS OF QUALITY HOMES EST. 1952  
301/50 MARINE PARADE  
SOUTHPORT QLD 4215  
P. 07 5528 0111  
F. 07 5528 0333

ABN 22 010 071 744

No.	Description	Date
A	BA ISSUE	30/11/20

**Project** TOWNHOMES & LOTS

**Location** PREC J GRIFFITH PL SEVEN HILLS

**Client** HERAN No1. PTY LTD

**Unit Type** EASTPORT Triplex Modern

**Unit Number** UNITS 33-35

**Sheet Name** ELEVATIONS 1

**Scale** 1 : 100

**Project Number** 5036

**Drawn by** TB

**Date** MAY 2020

**Drawing Number** 06

**Revision** A



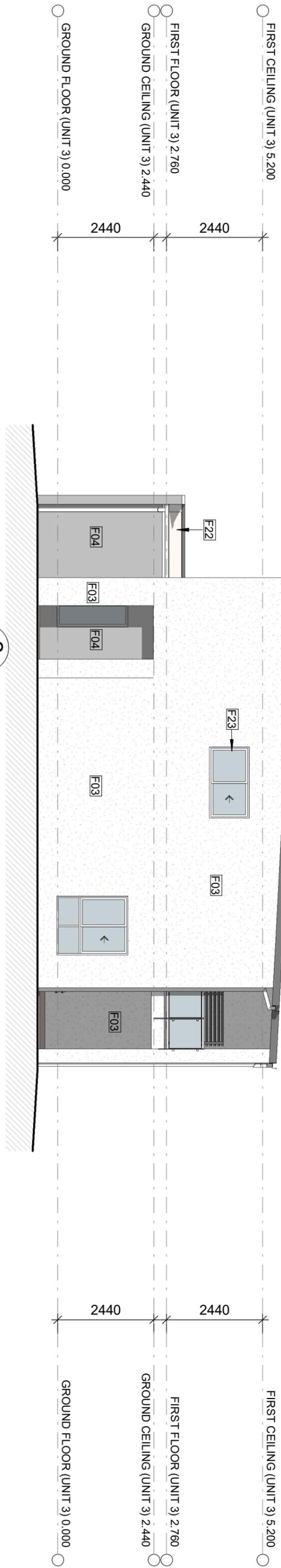
1 REAR ELEVATION  
SCALE - 1 : 100

EXTERNAL FINISHES	
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F09	SCYON AXON CLADDING
F17	RENDERED & PAINTED HARDITEX CLADDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F24	50mm NRG BOARD SHADE SCREEN
F28	WHIRL YBIRD VENTILATOR
F39	HEBEL CLADDING

**NOTES**

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.

VERTICAL JOINT NOTE				
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



2 LEFT ELEVATION  
SCALE - 1 : 100

DESIGNERS AND BUILDERS OF QUALITY HOMES EST. 1952  
301/50 MARINE PARADE  
SOUTHPORT QLD 4215  
P. 07 5528 0111  
F. 07 5528 0333

ABN 22 010 071 744

No.	Description	Date
A	BA ISSUE	30.11.20

**Project** TOWNHOMES & LOTS

**Location** PREC J GRIFFITH PL SEVEN HILLS

**Client** HERAN No1. PTY LTD

**Unit Type** EASTPORT Triplex Modern

**Unit Number** UNITS 33-35

**Sheet Name** ELEVATIONS 2

**Scale** 1 : 100

**Project Number** 5036

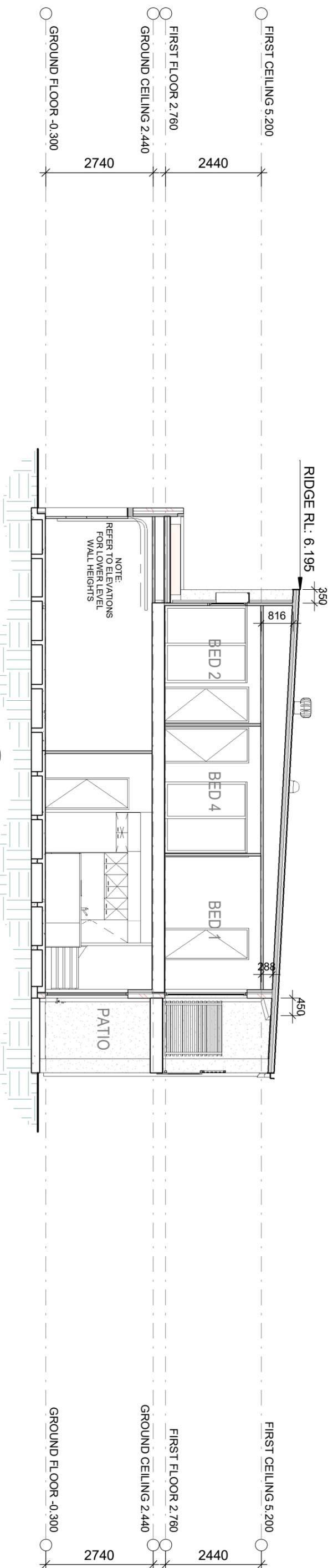
**Drawn by** TB

**Drawing Number** 07

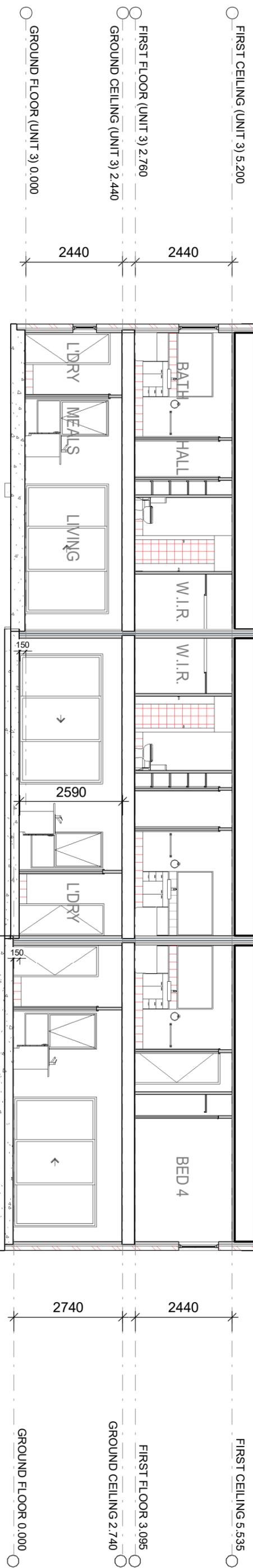
**Date** MAY 2020

**Revision** A

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**A** SECTION A-A  
SCALE - 1 : 100



**B** SECTION B-B  
SCALE - 1 : 100

No.	Description	Date
A	BA ISSUE	30/11/20

Project	Unit Type	Sheet Name
TOWNHOMES & LOTS	EASTPORT Triplex Modern	SECTIONS
Location	Unit Number	Scale
PREC J GRIFFITH PL SEVEN HILLS	UNITS 33-35	1 : 100
Client	Project Number	Drawn by
HERAN NO1. PTY LTD	5036	TB
		Date
		MAY 2020
		Revision
		A



ABN 22 010 071 744  
DESIGNERS AND BUILDERS  
OF QUALITY HOMES EST. 1952  
301/50 MARINE PARADE  
SOUTHPORT Q 4215  
P 07 5528 0111  
F 07 5528 0333

**SLAB LAYOUT NOTES**

- LAYOUT IS INDICATIVE ONLY
- FOR FINAL LAYOUT REFER TO ENGINEERING
- FLOOR LAYOUT + DIMENSIONS + NOTATION EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE

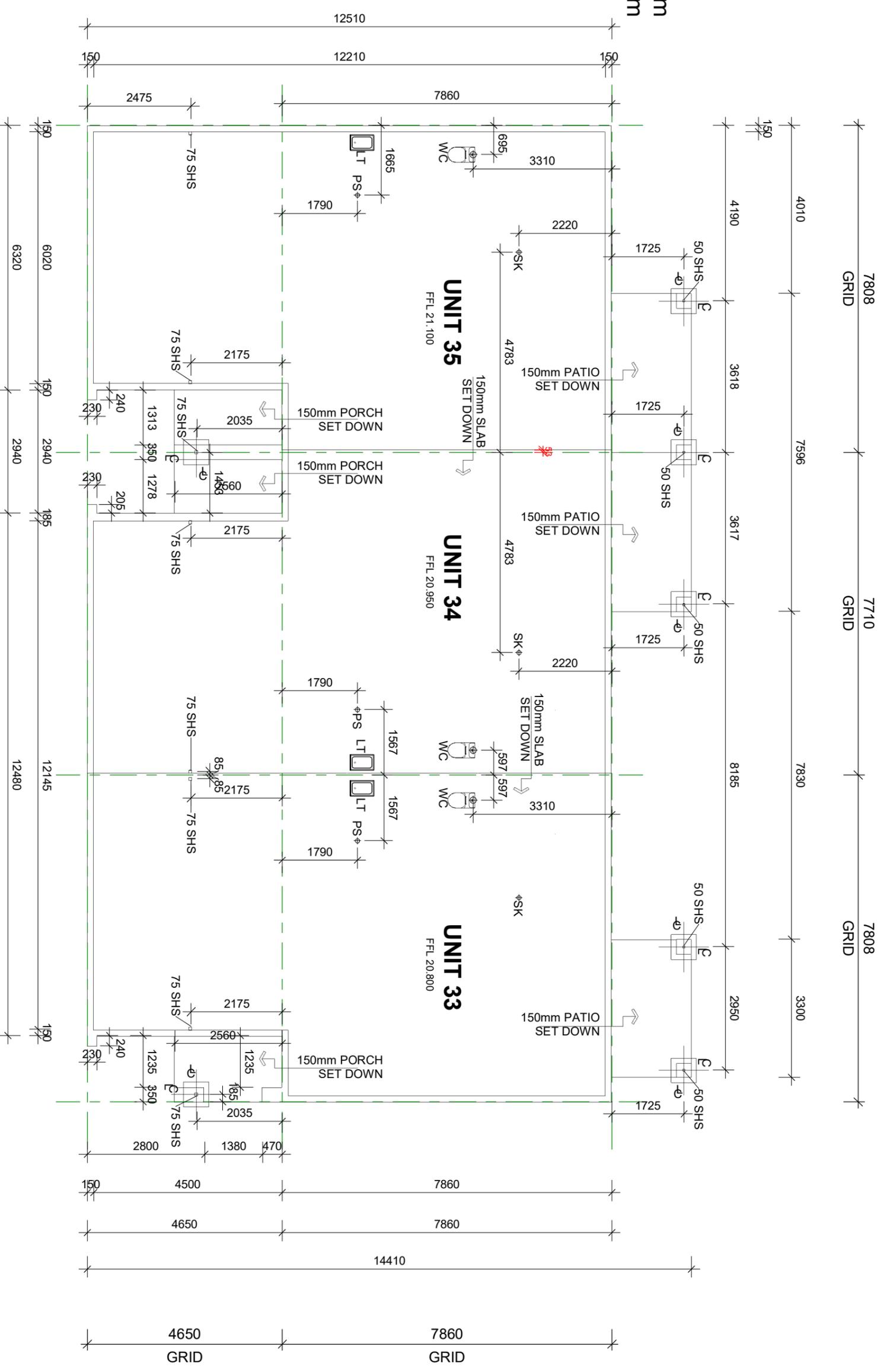
**TERMITE PROTECTION**

- PLASMITE TERMITE BLANKET TO UNDERSLAB & PERIMETER
- PLASMITE COLLARS TO ALL SLAB PENETRATIONS AS PER A.S.3660 1 - 2000

**LINE LEGEND**

- SLAB EDGE
- - - EXTERNAL SLAB EDGE

SLAB AREA 269.7 sqm  
BEAM PERIMETER 84.17 lm



ABN 22 010 071 744  
DESIGNERS AND BUILDERS  
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301/50 MARINE PARADE  
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F. 07 5528 0333

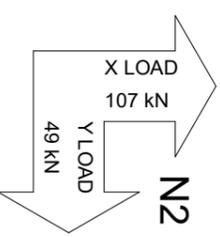
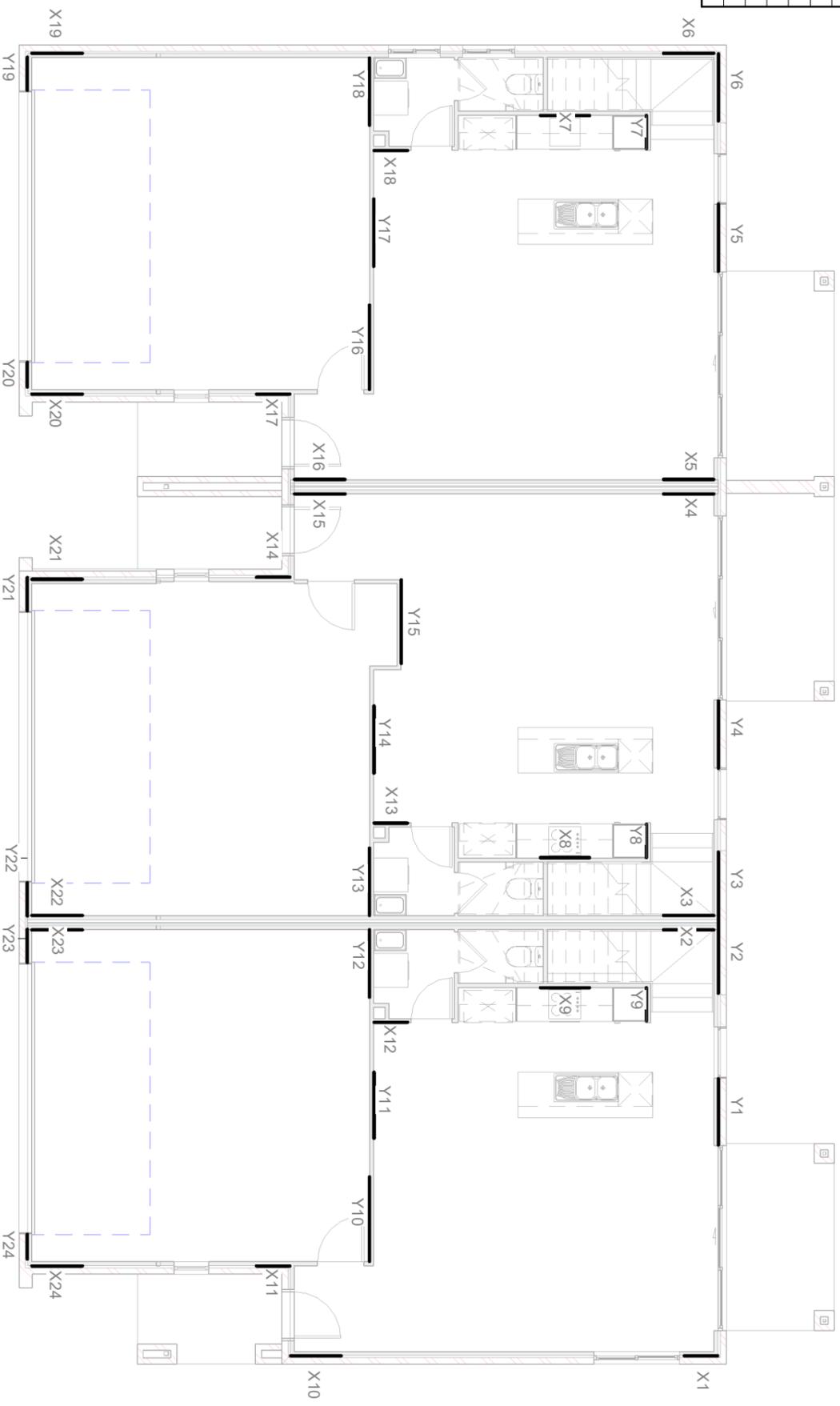
No.	Description	Date
A	BA ISSUE	30.11.20

Project	Unit Type	Sheet Name
TOWNHOMES & LOTS	EASTPORT Triplex Modern	SLAB LAYOUT
PREC J GRIFFITH PL SEVEN HILLS	UNITS 33-35	Scale 1 : 100
HERAN No1, PTY LTD		Drawn by TB
		Date MAY 2020
		Project Number 5036
		Drawing Number 09
		Revision A

Mark	Type	Length	Unit	Resistance
1	TB6.4	600 mm	6.40 kN	3.84 kN
2	TB6	900 mm	6.00 kN	5.40 kN
3	TB6	900 mm	6.00 kN	5.40 kN
4	TB6	900 mm	6.00 kN	5.40 kN
5	TB6	900 mm	6.00 kN	5.40 kN
6	TB6	900 mm	6.00 kN	5.40 kN
7	TB6	900 mm	6.00 kN	5.40 kN
8	TB6	900 mm	6.00 kN	5.40 kN
9	TB6	900 mm	6.00 kN	5.40 kN
10	TB6	900 mm	6.00 kN	5.40 kN
11	TB6.4	600 mm	6.40 kN	3.84 kN
12	TB6.4	600 mm	6.40 kN	3.84 kN
13	TB6.4	600 mm	6.40 kN	3.84 kN
14	TB6.4	600 mm	6.40 kN	3.84 kN
15	TB6	900 mm	6.00 kN	5.40 kN
16	TB6	900 mm	6.00 kN	5.40 kN
17	TB6.4	600 mm	6.40 kN	3.84 kN
18	TB6.4	600 mm	6.40 kN	3.84 kN
19	TB6	900 mm	6.00 kN	5.40 kN
20	TB6	900 mm	6.00 kN	5.40 kN
21	TB6	900 mm	6.00 kN	5.40 kN
22	TB6	900 mm	6.00 kN	5.40 kN
23	TB6	900 mm	6.00 kN	5.40 kN
24	TB6	900 mm	6.00 kN	5.40 kN
Grand total				118.68 kN

Mar k	Type	Length	Unit	Resistance
1	TB6	1200 mm	6.00 kN	7.20 kN
2	TB6	1253 mm	6.00 kN	7.52 kN
3	TB6	1253 mm	6.00 kN	7.52 kN
4	TB6	1200 mm	6.00 kN	7.20 kN
5	TB6	1200 mm	6.00 kN	7.20 kN
6	TB6	1200 mm	6.00 kN	7.20 kN
7	TB6.4	600 mm	6.40 kN	3.84 kN
8	TB6.4	600 mm	6.40 kN	3.84 kN
9	TB6.4	600 mm	6.40 kN	3.84 kN
10	TB6	1500 mm	6.00 kN	9.00 kN
11	TB6	1200 mm	6.00 kN	7.20 kN
12	TB6	1200 mm	6.00 kN	7.20 kN
13	TB6	1200 mm	6.00 kN	7.20 kN
14	TB6	1200 mm	6.00 kN	7.20 kN
15	TB6	1500 mm	6.00 kN	9.00 kN
16	TB6	1500 mm	6.00 kN	9.00 kN
17	TB6	1200 mm	6.00 kN	7.20 kN
18	TB6	1200 mm	6.00 kN	7.20 kN
19	TB6.4	600 mm	6.40 kN	3.84 kN
20	TB6.4	450 mm	6.40 kN	2.88 kN
21	TB6.4	600 mm	6.40 kN	3.84 kN
22	TB6.4	600 mm	6.40 kN	3.84 kN
23	TB6.4	600 mm	6.40 kN	3.84 kN
24	TB6.4	450 mm	6.40 kN	2.88 kN
Grand total				146.67 kN

WALL BRACING		
TYPE	MATERIAL	FIXING LOCATION
TB6.0	F.27 PLYWOOD PANEL (4.5mm THICK) FIXED WITH 30x2.8mm CLOUTS	- TOP & BOTTOM PLATE @ 50mm ctrs - VERTICAL EDGES @ 50mm ctrs - NOGGING @ 50mm ctrs - INTERMEDIATE STUDS @ 300mm ctrs - M12 HOLD DOWN BOLTS @ 1200 ctrs Max NOTE: DOUBLE BRACED WALLS TO HAVE M16 RODS AT EACH END OF PLY SHEETING
TB6.4	F.27 PLYWOOD PANEL (4.5mm THICK) FIXED WITH 30x2.8mm CLOUTS	- TOP & BOTTOM PLATE @ 150mm ctrs - VERTICAL EDGES @ 150mm ctrs - NOGGING @ 150mm ctrs - INTERMEDIATE STUDS @ 300mm ctrs - M12 HOLD DOWN BOLTS @ 1200 ctrs Max - M12 ANCHOR ROD EACH END OF SHEATED SECTION
TB1.5	GALVANISED METAL ANGLE (18x16x1.2mm) FIXED WITH 50x2.8mm NAILS	- 2 NAILS TO EACH STUD AND PLATE - 30x0.8 G.I. STRAP TOP & BOTTOM PLATE, FIXED WITH 3/30x2.8mm NAILS TO EACH END TO STUD
BRICK	350x350 ISOLATED / ATTACHED BRICK PIER WITH A 50x50x3.0 SHS POST IN CENTER & TIED TO FOOTING (CORE FILLED)	
BRICK	110 BRICK PANEL WITH 240x350 ATTACHED BRICK PIER EACH END (AS PER BRICK PIER)	
PTW	KNAUFF KIH6 PARTY WALL - 2 LAYERS 13MM TO EACH FRAME PROVIDES NOMINAL BRACING ONLY	



X WIND LOAD RESISTANCE TABLE...

Y WIND LOAD RESISTANCE TABLE...



DESIGNERS AND BUILDERS OF QUALITY HOMES EST. 1952  
301/50 MARINE PARADE  
SOUTHPORT QLD 4215  
P. 07 5528 0111  
F. 07 5528 0333

ABN 22 010 071 744

No.	Description	Date
A	BA ISSUE	30.11.20

<p><b>Project</b> TOWNHOMES &amp; LOTS</p> <p><b>Location</b> PREC J GRIFFITH PL SEVEN HILLS</p> <p><b>Client</b> HERAN NO1. PTY LTD</p>	<p><b>Unit Type</b> EASTPORT Triplex Modern</p> <p><b>Unit Number</b> UNITS 33-35</p>	<p><b>Sheet Name</b> GROUND FLOOR BRACING</p> <p><b>Scale</b> 1 : 100</p> <p><b>Drawn by</b> TB</p> <p><b>Date</b> MAY 2020</p>
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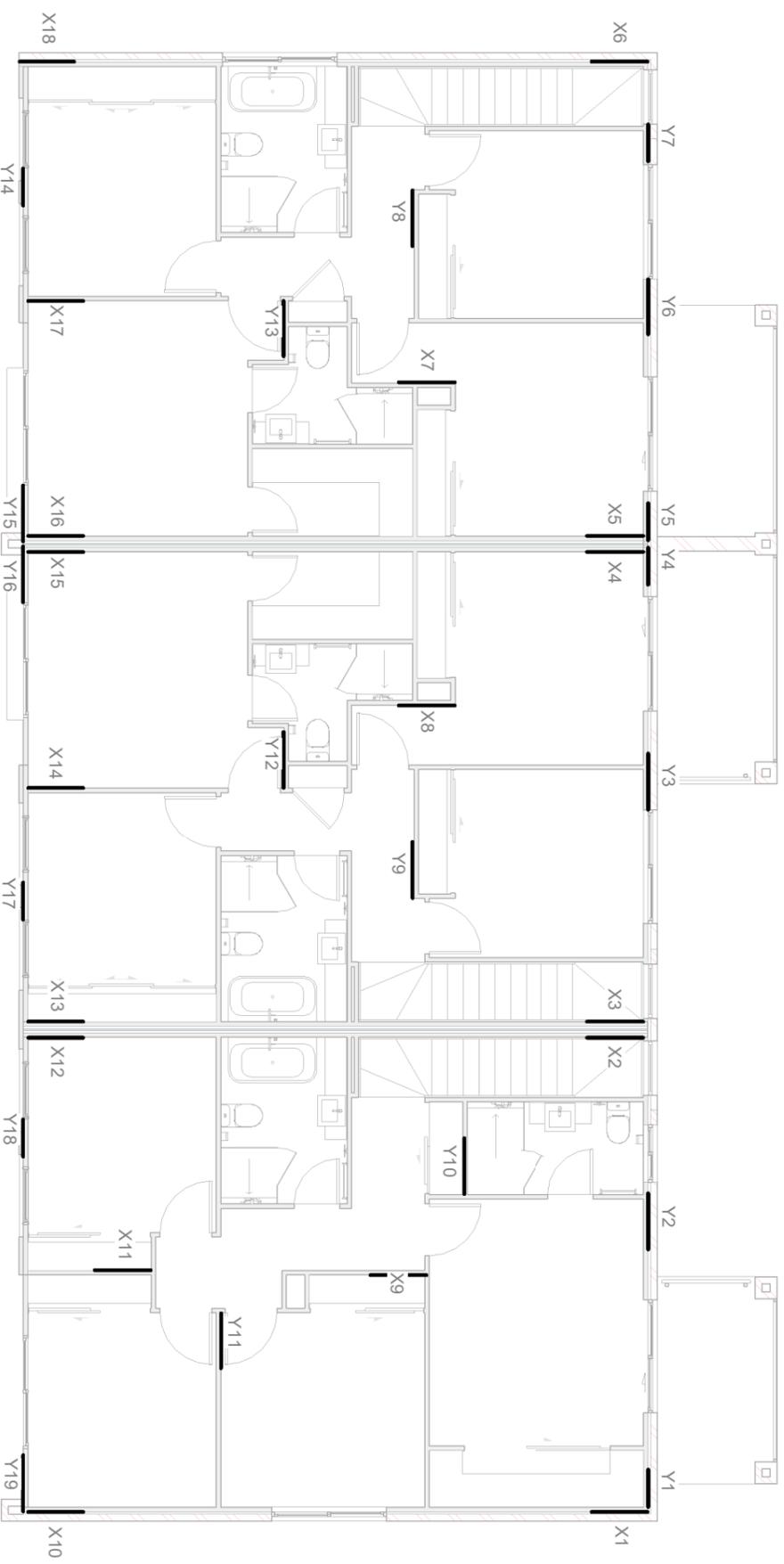
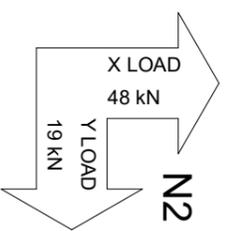
<p><b>Project Number</b> 5036</p>	<p><b>Drawing Number</b> APP 01</p>	<p><b>Revision</b> A</p>
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S:\Town House Development\1\_Current\ClearView\_Terrace\_Seven Hills\_Quad10 - BA\_Plan\BUILDING PLANS\PRECINCT 1\STAGE 2\UNIT 33-35 EASTPORT TRIPLEX\_A.rvt

Mark	Type	Length	Unit	Resistance
1	TB6	900 mm	6.00 kN	5.40 kN
2	TB6	900 mm	6.00 kN	5.40 kN
3	TB6	900 mm	6.00 kN	5.40 kN
4	TB6	900 mm	6.00 kN	5.40 kN
5	TB6	900 mm	6.00 kN	5.40 kN
6	TB6	900 mm	6.00 kN	5.40 kN
7	TB6	900 mm	6.00 kN	5.40 kN
8	TB6	900 mm	6.00 kN	5.40 kN
9	TB6	900 mm	6.00 kN	5.40 kN
10	TB6	900 mm	6.00 kN	5.40 kN
11	TB6	900 mm	6.00 kN	5.40 kN
12	TB6	900 mm	6.00 kN	5.40 kN
13	TB6	900 mm	6.00 kN	5.40 kN
14	TB6	900 mm	6.00 kN	5.40 kN
15	TB6	900 mm	6.00 kN	5.40 kN
16	TB6	900 mm	6.00 kN	5.40 kN
17	TB6	900 mm	6.00 kN	5.40 kN
18	TB6	900 mm	6.00 kN	5.40 kN
Grand total				97.20 kN

Mark	Type	Length	Unit	Resistance
1	TB6.4	600 mm	6.40 kN	3.84 kN
2	TB6	900 mm	6.00 kN	5.40 kN
3	TB6	900 mm	6.00 kN	5.40 kN
4	TB6.4	600 mm	6.40 kN	3.84 kN
5	TB6.4	600 mm	6.40 kN	3.84 kN
6	TB6	900 mm	6.00 kN	5.40 kN
7	TB6.4	600 mm	6.40 kN	3.84 kN
8	TB6	900 mm	6.00 kN	5.40 kN
9	TB6	900 mm	6.00 kN	5.40 kN
10	TB6	900 mm	6.00 kN	5.40 kN
11	TB6	900 mm	6.00 kN	5.40 kN
12	TB6	900 mm	6.00 kN	5.40 kN
13	TB6	900 mm	6.00 kN	5.40 kN
14	TB6.4	600 mm	6.40 kN	3.84 kN
15	TB6	900 mm	6.00 kN	5.40 kN
16	TB6	900 mm	6.00 kN	5.40 kN
17	TB6.4	600 mm	6.40 kN	3.84 kN
18	TB6.4	600 mm	6.40 kN	3.84 kN
19	TB6	900 mm	6.00 kN	5.40 kN
Grand total				91.68 kN

TYPE	MATERIAL	FIXING LOCATION
TB6.0	F.27 PLYWOOD PANEL (4.5mm THICK) FIXED WITH 30x2.8mm CLOUTS	- TOP & BOTTOM PLATE @ 50mm ctrs - VERTICAL EDGES @ 50mm ctrs - NOGGING @ 50mm ctrs - INTERMEDIATE STUDS @ 300mm ctrs - M12 HOLD DOWN BOLTS @ 1200 ctrs Max NOTE: DOUBLE BRACED WALLS TO HAVE M16 RODS AT EACH END OF PLY SHEETING
TB6.4	F.27 PLYWOOD PANEL (4.5mm THICK) FIXED WITH 30x2.8mm CLOUTS	- TOP & BOTTOM PLATE @ 150mm ctrs - VERTICAL EDGES @ 150mm ctrs - NOGGING @ 150mm ctrs - INTERMEDIATE STUDS @ 300mm ctrs - M12 HOLD DOWN BOLTS @ 1200 ctrs Max - M12 ANCHOR ROD EACH END OF SHEATED SECTION
TB1.5	GALVANISED METAL ANGLE (18x16x1.2mm) FIXED WITH 50x2.8mm NAILS	- 2 NAILS TO EACH STUD AND PLATE - 30x0.8 G.I. STRAP TOP & BOTTOM PLATE, FIXED WITH 3/30x2.8mm NAILS TO EACH END TO STUD
BRICK	350x350 ISOLATED / ATTACHED BRICK PIER WITH A 50x50x3.0 SHS POST IN CENTER & TIED TO FOOTING (CORE FILLED)	
BRICK	110 BRICK PANEL WITH 240x350 ATTACHED BRICK PIER EACH END (AS PER BRICK PIER)	
PTW	KNAUFF KIH6 PARTY WALL - 2 LAYERS 13MM TO EACH FRAME PROVIDES NOMINAL BRACING ONLY	



		ABN 22 010 071 744 DESIGNERS AND BUILDERS OF QUALITY HOMES EST. 1952 301/50 MARINE PARADE SOUTHPORT QLD 4215 P. 07 5528 0111 F. 07 5528 0333	
No.	Description	Date	
A	BA ISSUE	30.11.20	
Project: <b>TOWNHOMES &amp; LOTS</b>		Unit Type: <b>EASTPORT Triplex Modern</b>	Sheet Name: <b>FIRST FLOOR BRACING</b>
Location: <b>PREC J GRIFFITH PL SEVEN HILLS</b>		Unit Number: <b>UNITS 33-35</b>	Scale: <b>1 : 100</b>
Client: <b>HERAN No1. PTY LTD</b>		Project Number: <b>5036</b>	Drawn by: <b>TB</b>
			Date: <b>MAY 2020</b>
			Drawing Number: <b>APP 02</b>
			Revision: <b>A</b>

**NOTES**

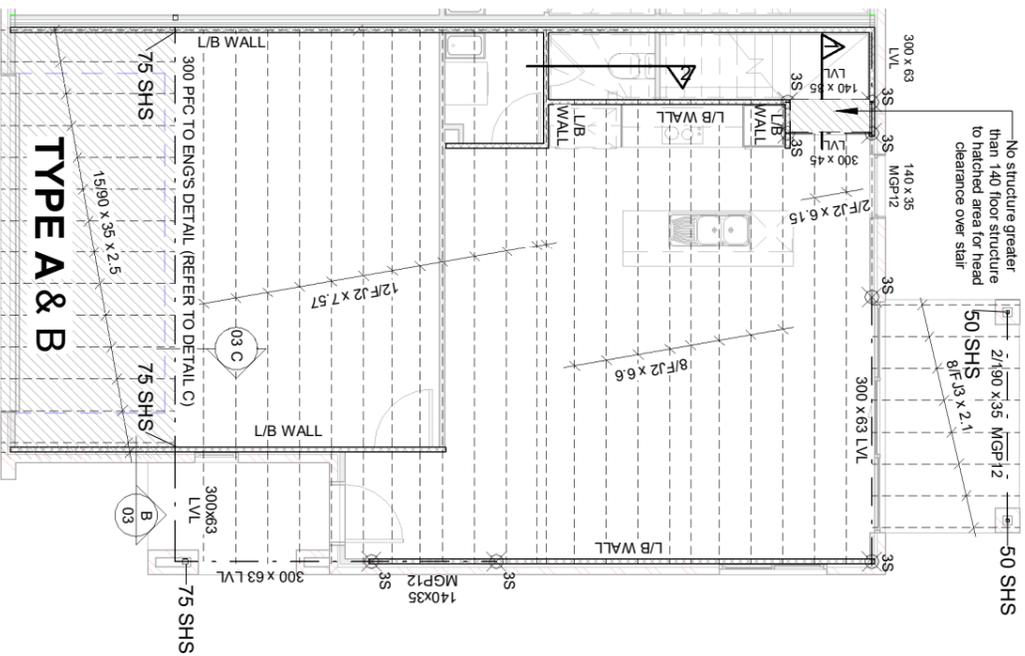
- LAYOUT IS INDICATIVE ONLY.
- FOR FINAL LAYOUT REFER TO SUPPLIERS SPECIFICATION AND ENGINEERING.
- COMPLY WITH FLOOR FRAME SUPPLIERS SPECIFICATIONS AND TO CERTIFIED BEFORE FINAL FRAME INSPECTION.
- FLOOR LAYOUT + DIMENSIONS + NOTATION EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- 19mm STRUCTURAL PARTICLEBOARD FLOORING.
- PREFAB FLOOR JOISTS FIXED IN ACCORDANCE TO MANUFACTURES SPECS.

LOAD BEARING WALL	
25	270x35 MGP12 STUDS
35	370x35 MGP12 STUDS
FJ1	SJ300x40 smartjoist @ 450crs
FJ2	SJ300x90 smartjoist @ 450crs
FJ3	240x45 MGP10 H3 @ 450crs
FJ4	200x45 MGP10 H3 @ 450crs

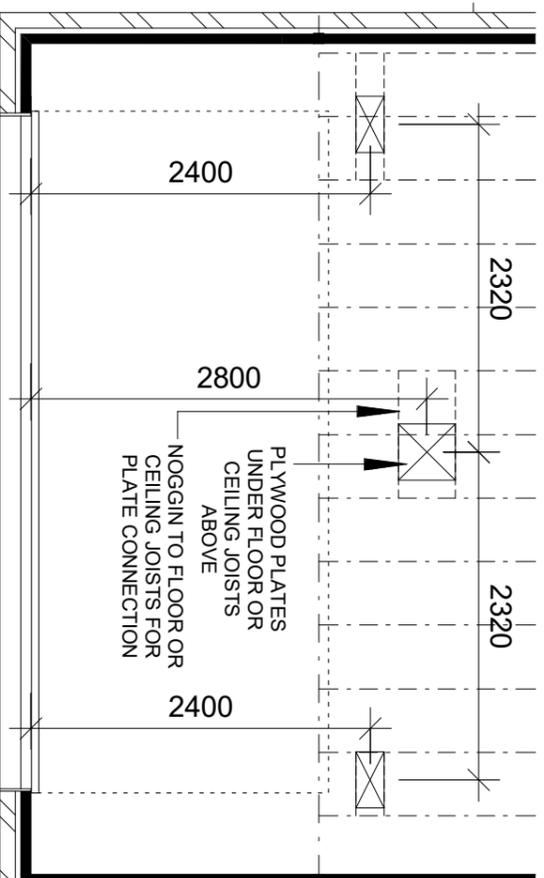
10mm BASE PLATE  
2M12 CHEMSET TO SLAB  
(ALIGNMENT TO SUIT WALL FRAMING)  
50 MIN EDGE DIST

**BASE PLATE DETAILS**

SCALE: 1:20

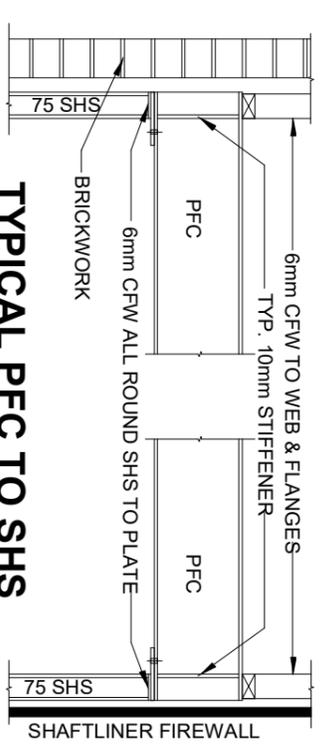


**1** JOIST LAYOUT FIRST FLOOR  
APP 03 SCALE - 1 : 100



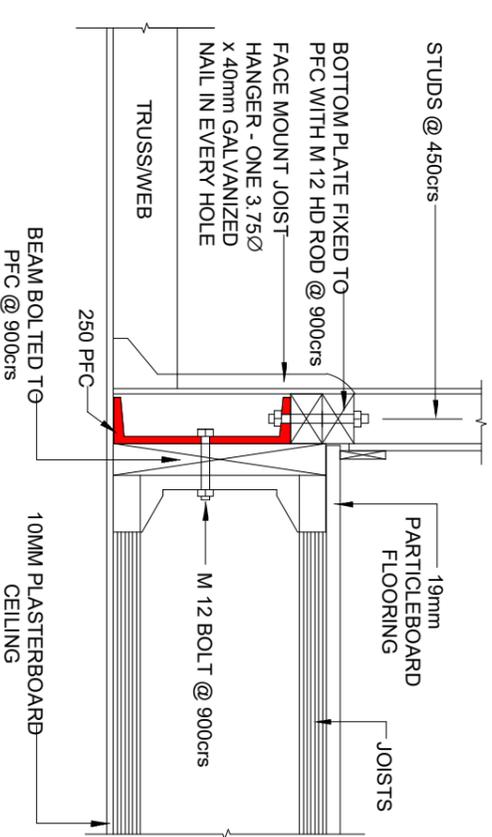
**SECTIONAL OVERHEAD NOGGIN  
DETAIL (DOUBLE GARAGE)**

SCALE: 1:50



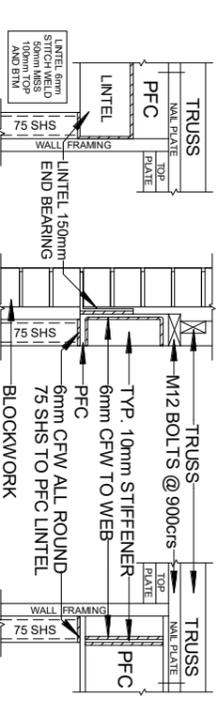
**TYPICAL PFC TO SHS  
DETAIL B**

SCALE: 1:20



**SHEET ROOF TO BEAM DETAIL C**

SCALE: 1:10



**TYPICAL PFC TO LINTEL  
OVER GARAGE DOOR DETAIL**

SCALE: 1:20



ABN 22 010 071 744  
DESIGNERS AND BUILDERS  
OF QUALITY HOMES EST. 1952  
301/50 MARINE PARADE  
SOUTHPORT Q 4215  
P 07 5528 0111  
F 07 5528 0333

No.	Description	Date
A	BA ISSUE	30.11.20

Project	Unit Type	Sheet Name
TOWNHOMES & LOTS	EASTPORT Triplex Modern	BEAM & JOIST LAYOUT
Location	Unit Number	Scale
PREC J GRIFFITH PL SEVEN HILLS	UNITS 33-35	1 : 100
Client	Project Number	Drawn by
HERAN No1. PTY LTD	5036	TB
		Date
		MAY 2020
		Revision
		A



## BUILDING & DESIGN

- STANDARD SHALL BE READ IN ACCORDANCE WITH AUSTRALIAN STANDARDS -
- BCA - QUEENSLAND BUILDING ACT 1975 - BUILDING REGULATION 2006
- STRUCTURAL SUFFICIENCY, SAFETY, HEALTH AND AMENITY SHALL BE ACHIEVED IN ACCORDANCE WITH THE BUILDING CODE OF AUSTRALIA (BCA)
- TIMBER FRAMING SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH (1) A.S.1684.2 - NON-CYCLONIC AREAS

## GENERAL NOTES

- FIGURE DIMENSIONS TAKE PREFERENCE TO SCALED DIMENSIONS
- INTERNAL DIMENSIONS BETWEEN WALL FRAMING DO NOT INCLUDE THE ALLOWANCE FOR LINING THICKNESS
- LINTELS UNDER ALL GIRDER TRUSSES SHALL BE CHECKED BY TRUSS SUPPLIER
- ANGLED WALL SHALL BE @ 45° UNLESS NOTED OTHERWISE
- WIND CLASSIFICATION:
  - W.28 (N1)  W.33 (N2)
  - W.41 (N3)  W.50 (N4)

## TERMITE PROTECTION

- ALL TERMITE PROTECTION SHALL BE IN ACCORDANCE WITH A.S. 3660-2000

## SMOKE ALARMS

- SMOKE ALARMS SHALL BE LOCATED AND INSTALLED ON OR NEAR THE CEILING IN ACCORDANCE WITH PART 3.7.2 OF THE BCA & COMPLY WITH A.S. 3786
- THE ALARM SHALL BE CONNECTED TO CONSUMERS MAINS POWER

STEEL LINTELS	
STEEL SECTION	MAX. CLEAR SPAN OF LINTEL (mm)
90X90X6 OEA	3010
90X90X8 OEA	3010
100X100X6 EA	3130
100X100X8 EA	3370
150X90X8 UA	4210
150X100X10 UA	4330
MIN. BEARING LENGTH AT EACH END OF LINTEL SHALL BE 150mm	

## BALUSTRADES

- PROVISION OF BALUSTRADES SHALL BE IN ACCORDANCE WITH PART 3.9.2 OF THE BCA
- FOR ACCESS PATHWAYS, BALCONIES, LANDINGS, OR THE LIKE, THE HEIGHT OF CONTINUOUS BALUSTRADE SHALL BE 1000mm MIN. ABOVE THE FLOOR
- FOR STAIRS, THE HEIGHT SHALL BE 865mm MIN. ABOVE THE NOSING OF THE STAIR TREADS
- OPENING IN BALUSTRADES SHALL BE 125mm MAX. AND FOR STAIRS, THE OPENING ABOVE NOSING LINE SHALL BE 125mm MAX.

## SANITARY COMPARTMENTS

- CONSTRUCTION OF SANITARY COMPARTMENTS SHALL BE IN ACCORDANCE WITH PART 3.8.3 OF THE BCA

- THE DOOR TO SELF CONTAINED TOILET SUITE SHALL HAVE LIFT OFF HINGES

## ROOF, WALL & FLOOR FRAMING

- DESIGN & PLACEMENT OF TRUSSES WALL & FLOOR FRAMES SHALL BE IN STRICT ACCORDANCE WITH MANUFACTURERS CERTIFIED DESIGN DOCUMENTS

## TIMBER WALL FRAMING

N2 (W33 N) A.S. 1684.2 - 2010	ROOF LOAD WIDTH (RLW) = 6000mm	N2 (W33 N) A.S. 1684.2 - 2010	ROOF LOAD WIDTH (RLW) = 6000mm
	UP LOAD WIDTH (ULW) = 6000mm		UP LOAD WIDTH (ULW) = 6000mm
	CONCRETE TILE ROOF = 90kg/m		METAL ROOF = 40kg/m
	TRUSS SPACING = 600c		TRUSS SPACING = 600c
	WALL HEIGHT = 2400mm		WALL HEIGHT = 2400mm
	UPPER FLOOR LOAD WIDTH = 3600mm		UPPER FLOOR LOAD WIDTH = 3600mm
	FLOOR JOIST SPACING = 450mm		FLOOR JOIST SPACING = 450mm

## SINGLE OR UPPER STORY

STUDS (EXTERIOR)	70 x 35 MGP10 @ 450c (NOT NOTCHED)		
TOP PLATE	2/70 x 35- MGP12 (TRUSSES WITHIN 1.5 TIMES THE DEPTH OF THE PLATE FROM THE STUD)		
BOTTOM PLATE	70 x 35 MGP10 (CONTINUOUS SUPPORT)		
NOGGING	70 x 35 MGP10		
JAMB STUDS (INC. SECONDARY JAMB STUDS)	SIZE DxB mm	MAX OPENING (mm)	* PROVIDE AN ADDITIONAL JAMB STUD EACH SIDE FOR LINTELS SUPPORTING CONCENTRATED LOADS EG. GIRDER TRUSS UP TO 2700 HIGH
	2/70 x 35 MGP10	1000	
	3/70 x 35 MGP10	1800	
	4/70 x 35 MGP10	2600	
INT. NON-L/B STUDS (PLATES 70x35 MGP10)	70 x 35 MGP10 @ 600c		EG. GIRDER TRUSS UP TO 2700 HIGH
	70 x 35 MGP10 @ 300c		UP TO 3600 HIGH

## LOWER STORY OR TWO STORES

STUDS (EXTERIOR)	SHEET ROOF	TILE ROOF
TOP PLATE	70 x 35 MGP10 @ 450c (NOT NOTCHED)	70 x 45 MGP12 @ 450c (NOT NOTCHED)
BOTTOM PLATE	2/70 x 35 MGP12 (JOISTS WITHIN 1.5 TIMES THE DEPTH OF THE PLATE FROM THE STUD)	70 x 35 MGP10 (CONTINUOUS SUPPORT)
NOGGING	70 x 35 MGP10	
JAMB STUDS (INC. SECONDARY JAMB STUDS)	SIZE DxB mm	MAX OPENING (mm)
	3/70 x 35 MGP10	1500
	4/70 x 35 MGP10	2100
INT. NON-L/B STUDS (PLATES 70x35 MGP10)	70 x 35 MGP10 @ 600c	* PROVIDE AN ADDITIONAL JAMB STUD EACH SIDE FOR LINTELS SUPPORTING CONCENTRATED LOADS EG. GIRDER TRUSS UP TO 2700 HIGH
	70 x 35 MGP10 @ 300c	UP TO 3600 HIGH
FRAMING (FLOOR LOAD ONLY) - 70 x 35 MGP10 STUDS @ 450c - 70 x 35 MGP12 TOP PLATE		

## FIXING & TIE DOWN DESIGN

	SINGLE OR UPPER STORY	AS PER MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS
CONCRETE TILE ROOF	N2 (W33 N) A.S. 1684.2 - 2010 UP/LIFT LOAD WIDTH (ULW) = 6000mm	TRUSSES @ 600crs STUDS @ 450crs BATTENS @ 330crs
METAL ROOF		TRUSSES @ 600crs STUDS @ 450crs BATTENS @ 900crs
POSITION OF TIE-DOWN CONNECTION	FIXING TYPE (IN ADDITION TO NOMINAL FIXINGS)	FIXING TYPE (IN ADDITION TO NOMINAL FIXINGS)
TRUSS TO TOP PLATE / BEAM	AS PER MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS	AS PER MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS
RAFTER TO TOP PLATE / BEAM	NOMINAL	2 x FRAMING ANCHORS
TOP / BOTTOM PLATE TO STUDS / LINTELS	NOMINAL	1/M.12 ROD @ 1800c MAX. SIDES
SIDES OF OPENING	NOMINAL	OF OPENING & CORNERS THREADED ROD EACH END
TOP / BOTTOM PLATE TO SLAB	NOMINAL	1/M.12 ROD @ 1800c MAX. SIDES OF OPENING & CORNERS
BOTTOM PLATE TO L/S TOP PLATE	NOMINAL	1/M.12 ROD @ 1800c MAX. SIDES OF OPENING & CORNERS
* NOMINAL - REFER TO AS 1684.2 TABLE 9.4		
LOWER STORY OF TWO STORY NOMINAL FIXING ONLY TO ALL CONNECTIONS		

No.	Description	Date

Project	Unit Type	Sheet Name
TOWNHOMES & LOTS	EASTPORT Triplex Modern	TIEDOWN & BRACING INFO

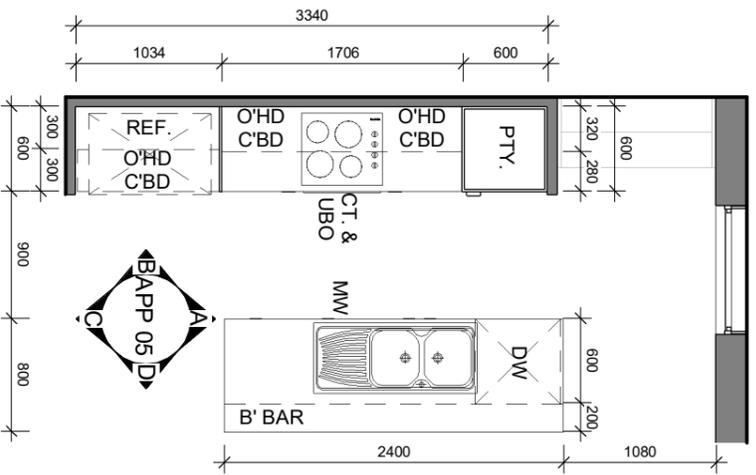
Location	Unit Number	Scale	Drawn by	Date
PREC J GRIFFITH PL SEVEN HILLS	UNITS 33-35		TB	MAY 2020

Client	Project Number	Drawing Number	Revision
HERAN No1. PTY LTD	5036	APP 04	

No.	Description	Date

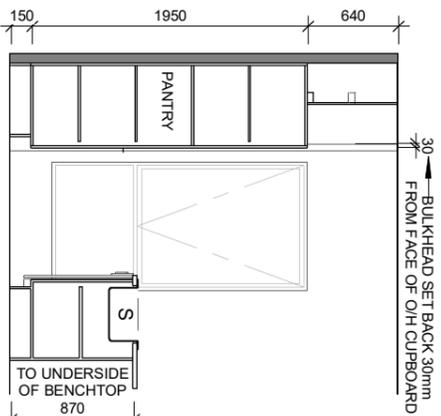


ABN 22 010 071 744  
DESIGNERS AND BUILDERS  
OF QUALITY HOMES EST. 1962  
301/50 MARINE PARADE  
SOUTHPORT Q 4215  
P. 07 5528 0111  
F. 07 5528 0333

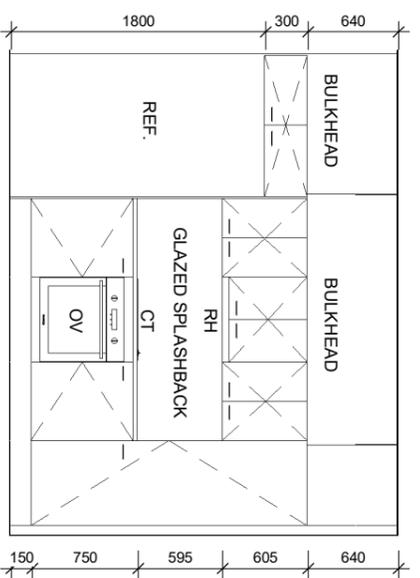


**1** KITCHEN PLAN DETAIL  
APP 05 SCALE - 1 : 50

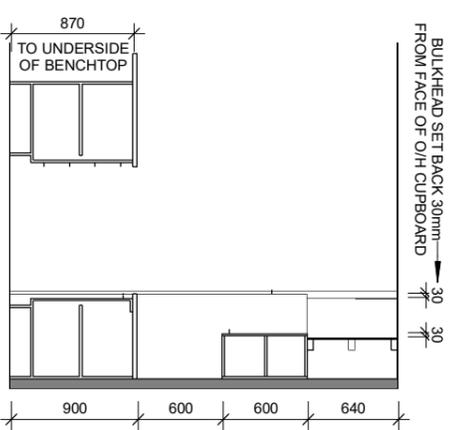
**RANGEHOOD NOTE:**  
- RANGEHOOD DUCTED TO EXTERNAL WALL



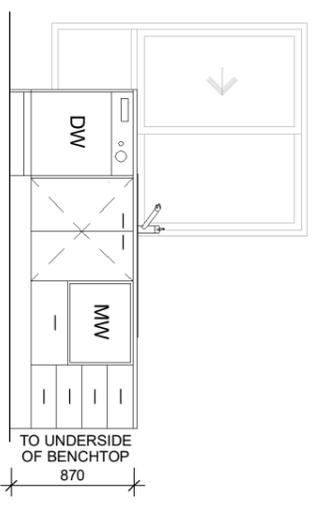
**A** KITCHEN A  
APP 05 SCALE - 1 : 50



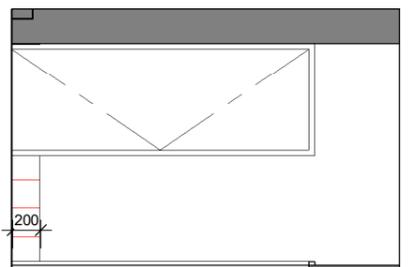
**B** KITCHEN B  
APP 05 SCALE - 1 : 50



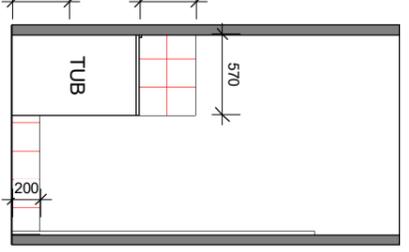
**C** KITCHEN C  
APP 05 SCALE - 1 : 50



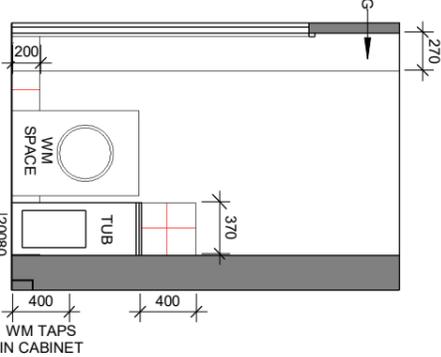
**D** KITCHEN D  
APP 05 SCALE - 1 : 50



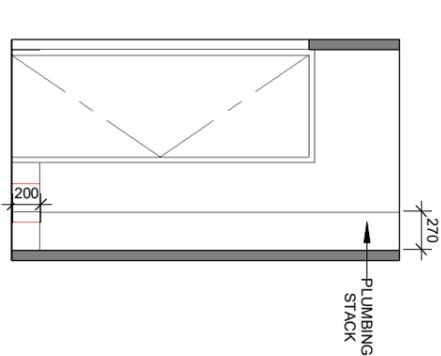
**E** LAUNDRY E  
APP 05 SCALE - 1 : 50



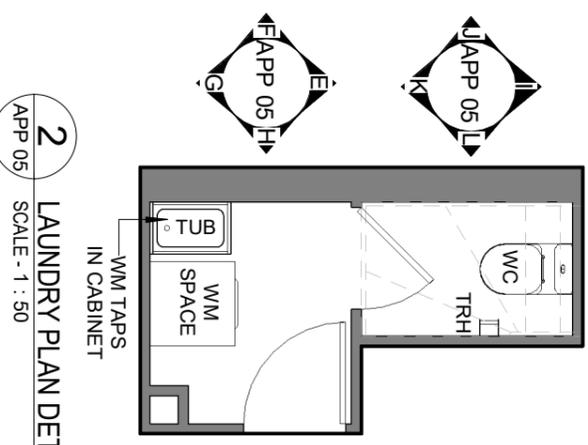
**F** LAUNDRY F  
APP 05 SCALE - 1 : 50



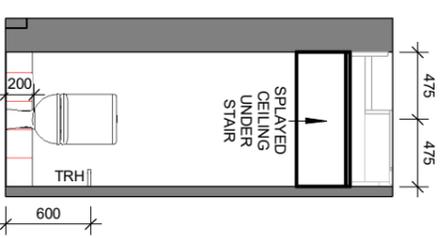
**G** LAUNDRY G  
APP 05 SCALE - 1 : 50



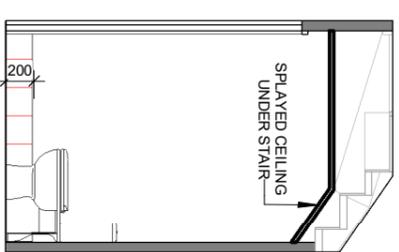
**H** LAUNDRY H  
APP 05 SCALE - 1 : 50



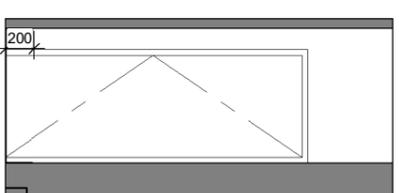
**2** LAUNDRY PLAN DETAIL  
APP 05 SCALE - 1 : 50



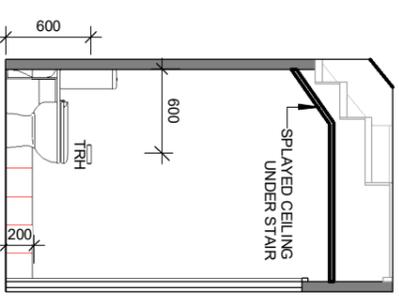
**I** WC I  
APP 05 SCALE - 1 : 50



**J** WC J  
APP 05 SCALE - 1 : 50



**K** WC K  
APP 05 SCALE - 1 : 50



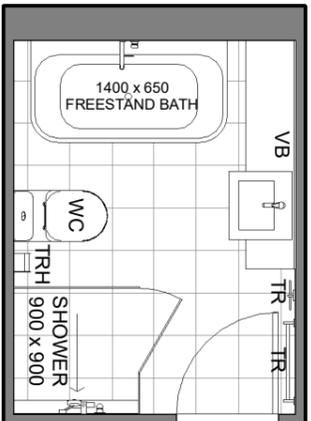
**L** WC L  
APP 05 SCALE - 1 : 50

No.	Description	Date
A	BA ISSUE	30.11.20

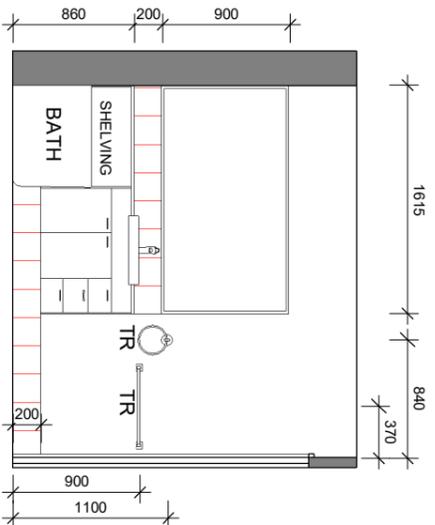
Project	Unit Type	Sheet Name
TOWNHOMES & LOTS	EASTPORT Triplex Modern	WET AREA DETAILS (GROUND FLOOR)
Location	Unit Number	Scale
PREC J GRIFFITH PL SEVEN HILLS	UNITS 33-35	1 : 50
Client	Project Number	Drawn by
HERAN No1. PTY LTD	5036	TB
		Date
		MAY 2020
		Revision
		A

HERAN BUILDING GROUP PTY. LTD.  
DESIGNERS AND BUILDERS OF QUALITY HOMES EST. 1952  
301/50 MARINE PARADE SOUTHPORT Q 4215  
P 07 5528 0111 F 07 5528 0333  
ABN 22 010 071 744

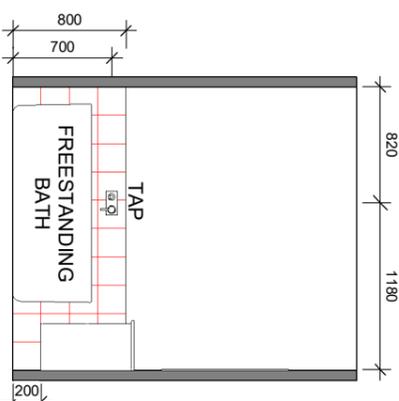
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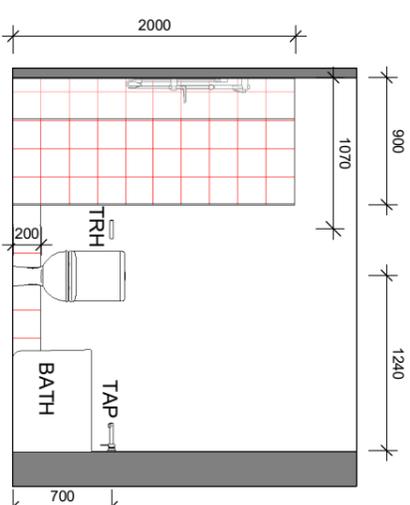
**1 BATH PLAN DETAIL (UNIT TYPE A)**  
APP 06 SCALE - 1 : 50



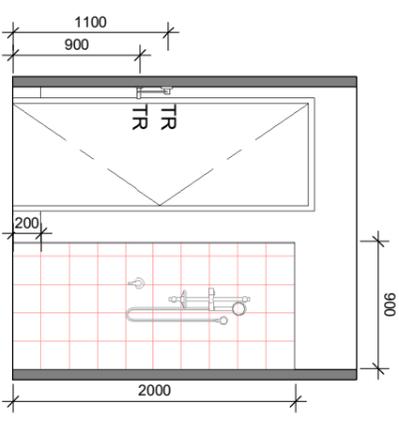
**A BATH A**  
APP 06 SCALE - 1 : 50



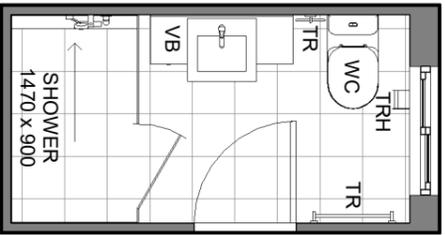
**B BATH B**  
APP 06 SCALE - 1 : 50



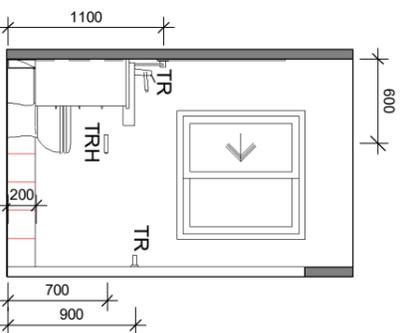
**C BATH C**  
APP 06 SCALE - 1 : 50



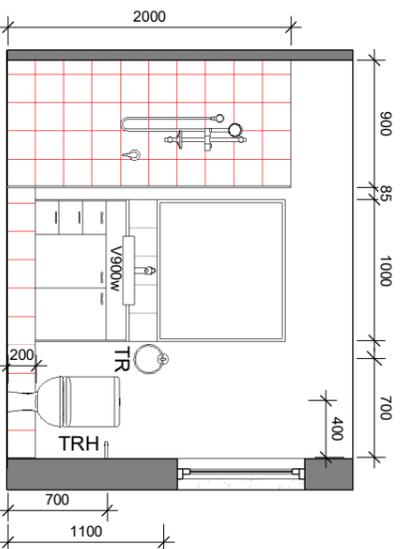
**D BATH D**  
APP 06 SCALE - 1 : 50



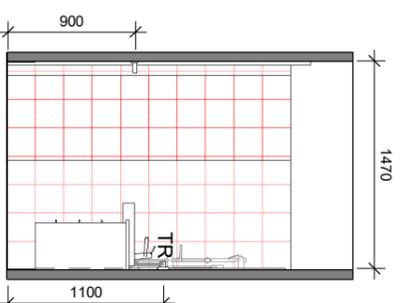
**2 ENSUITE PLAN DETAIL (UNIT TYPE A)**  
APP 06 SCALE - 1 : 50



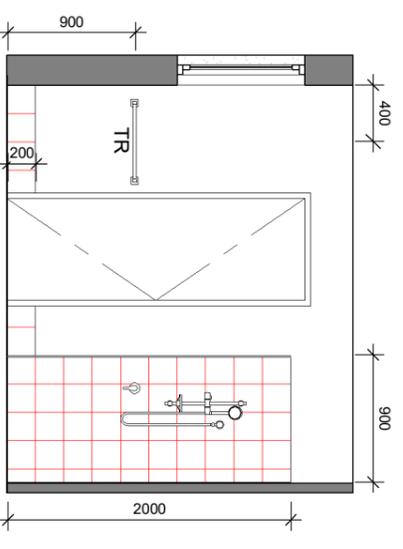
**E ENSUITE E**  
APP 06 SCALE - 1 : 50



**F ENSUITE F**  
APP 06 SCALE - 1 : 50



**G ENSUITE G**  
APP 06 SCALE - 1 : 50

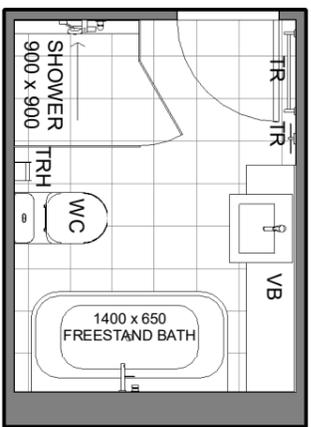


**H ENSUITE H**  
APP 06 SCALE - 1 : 50

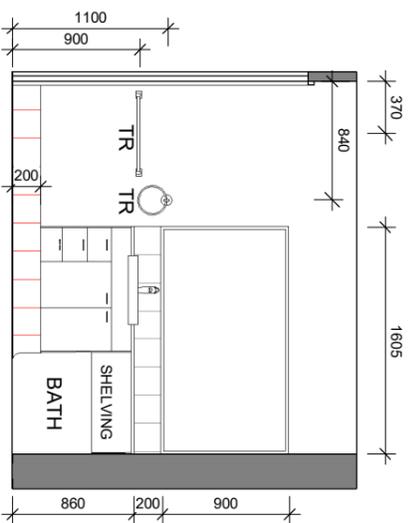
No.	Description	Date
A	BA ISSUE	30.11.20

Project	Unit Type	Sheet Name
TOWNHOMES & LOTS	EASTPORT Triplex Modern	WET AREAS DETAILS (FIRST FLOOR TYPE A)
Location	Unit Number	Scale
PREC J GRIFFITH PL SEVEN HILLS	UNITS 33-35	1 : 50
Client	Project Number	Drawn by
HERAN No1. PTY LTD	5036	TB
		Date
		MAY 2020
		Revision
		A

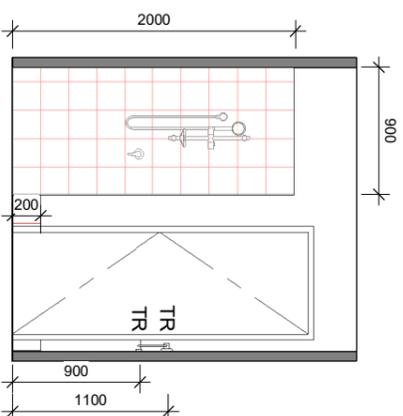
ABN 22 010 071 744  
DESIGNERS AND BUILDERS  
OF QUALITY HOMES EST. 1952  
301/50 MARINE PARADE  
SOUTHPORT Q 4215  
P 07 5528 0111  
F 07 5528 0333



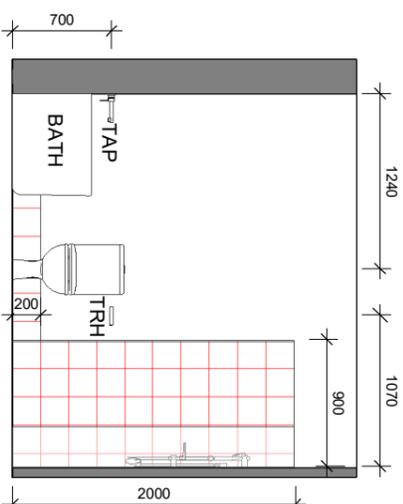
**1** BATH PLAN DETAIL (UNIT TYPE B)  
APP 07 SCALE - 1 : 50



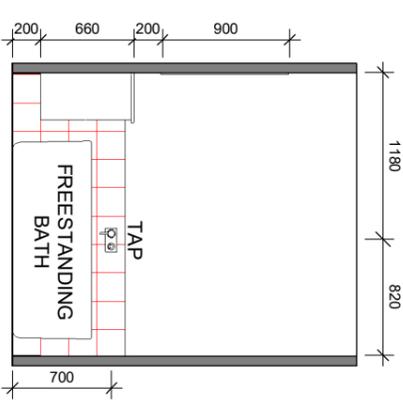
**I** BATH I  
APP 07 SCALE - 1 : 50



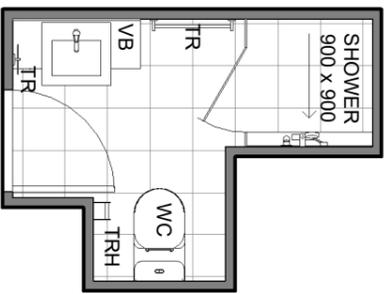
**J** BATH J  
APP 07 SCALE - 1 : 50



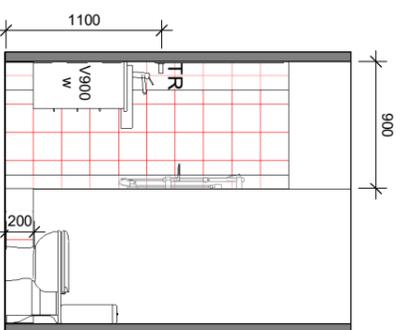
**K** BATH K  
APP 07 SCALE - 1 : 50



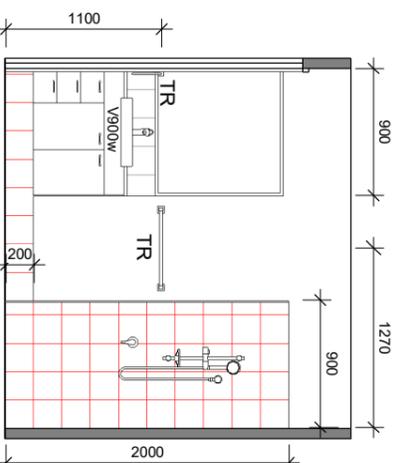
**L** BATH L  
APP 07 SCALE - 1 : 50



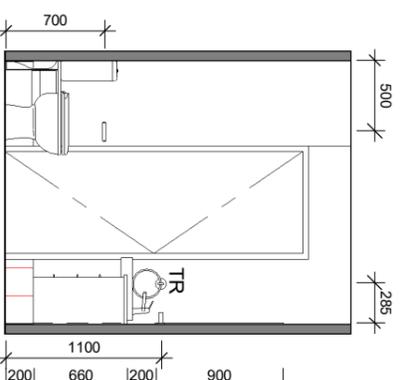
**2** ENSUITE PLAN DETAIL (UNIT TYPE B)  
APP 07 SCALE - 1 : 50



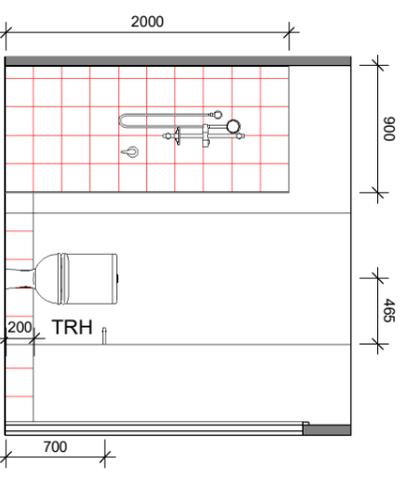
**M** ENSUITE M  
APP 07 SCALE - 1 : 50



**N** ENSUITE N  
APP 07 SCALE - 1 : 50



**O** ENSUITE O  
APP 07 SCALE - 1 : 50



**P** ENSUITE P  
APP 07 SCALE - 1 : 50

No.	Description	Date
A	BA ISSUE	30.11.20

Project	Unit Type	Sheet Name
TOWNHOMES & LOTS	EASTPORT Triplex Modern	WET AREA DETAILS (FIRST FLOOR TYPE B)
Location	Unit Number	Scale
PREC J GRIFFITH PL SEVEN HILLS	UNITS 33-35	1 : 50
Client	Project Number	Drawn by
HERAN No1. PTY LTD	5036	TB
		Date
		MAY 2020
		Revision
		A



ABN 22 010 071 744  
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# ELECTRICAL LEGEND PER UNIT

○	LED DOWNLIGHT	26
⊕	CEILING LIGHT	1
△	WALL LIGHT	2
□	HEAT FAN / LIGHT	2
X <sup>2</sup>	LIGHT SWITCH - 2 WAY	4
GGE	GGE DOOR SWITCH ON WALL	1
✂	CEILING FAN/LIGHT	4
▼	SINGLE POWER POINT	8
▼▼	DOUBLE POWER POINT	13
WP	WP SINGLE POWER POINT	1
OVEN	OVEN POWER POINT	1
R/H	RANGE HOOD POWER POINT	1
⊖	EXHAUST FAN	2
TV	TELEVISION OUTLET	2
CTV	CABLE TELEVISION OUTLET	2
PHONE	PHONE POINT	2
⊗	SMOKE DETECTORS	6
⊙	A/C CIRCUIT	1
⊙	A/C VENT	0
⊕	ANTENNA	1
▼	SINGLE (NBN) POWER POINT	1
HMS	ELECTRIC HOT WATER UNIT	1
AC UNIT	AIR CONDITIONING UNIT (INTERNAL)	1
AC UNIT	AIR CONDITIONING UNIT (EXTERNAL)	1

### GENERAL NOTES:

- FLOOR LAYOUT + DIMENSIONS + NOTATION EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXTEND ALL RELEVANT MECHANICAL VENTILATION ON LOWER LEVELS TO EXIT TO THE OUTSIDE OF THE BUILDING.
- CONTRACTOR TO COMPLY WITH ALL RELEVANT STANDARDS & CODES. LAYOUT SHOWN IS INDICATIVE ONLY.

### SMOKE ALARM NOTE:

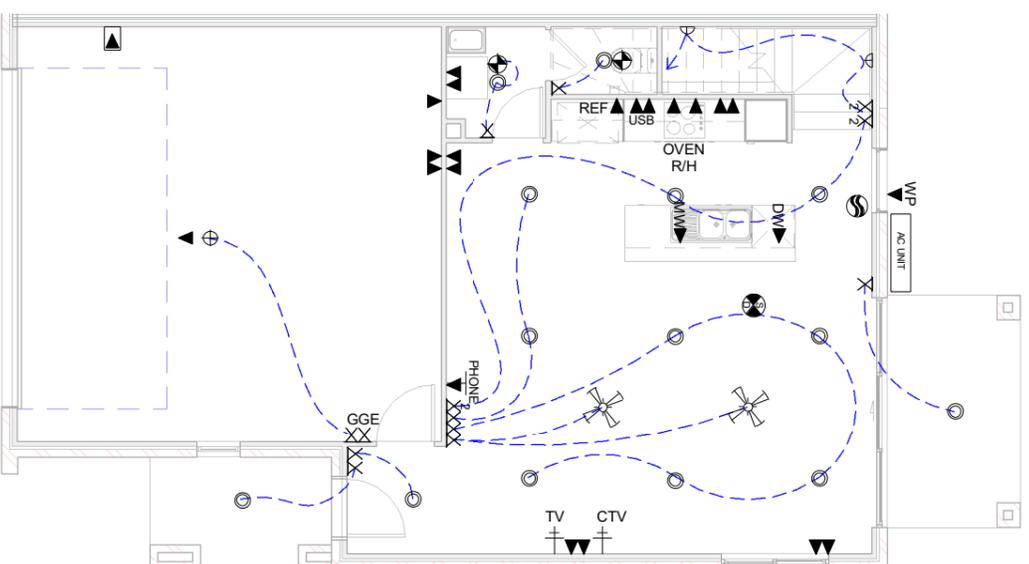
- SMOKE ALARM TO BE INSTALLED & POSITIONED IN ACCORDANCE TO NCC REQUIREMENTS & TO COMPLY WITH A.S. 1670.6 - 1997: *Fire detection, warning, control and intercom systems - System design, installation and commissioning - Smoke alarms*. (ALARM TO BE CONNECTED TO CONSUMERS MAIN POWER SUPPLY)

### SUSTAINABILITY COMPLIANCE:

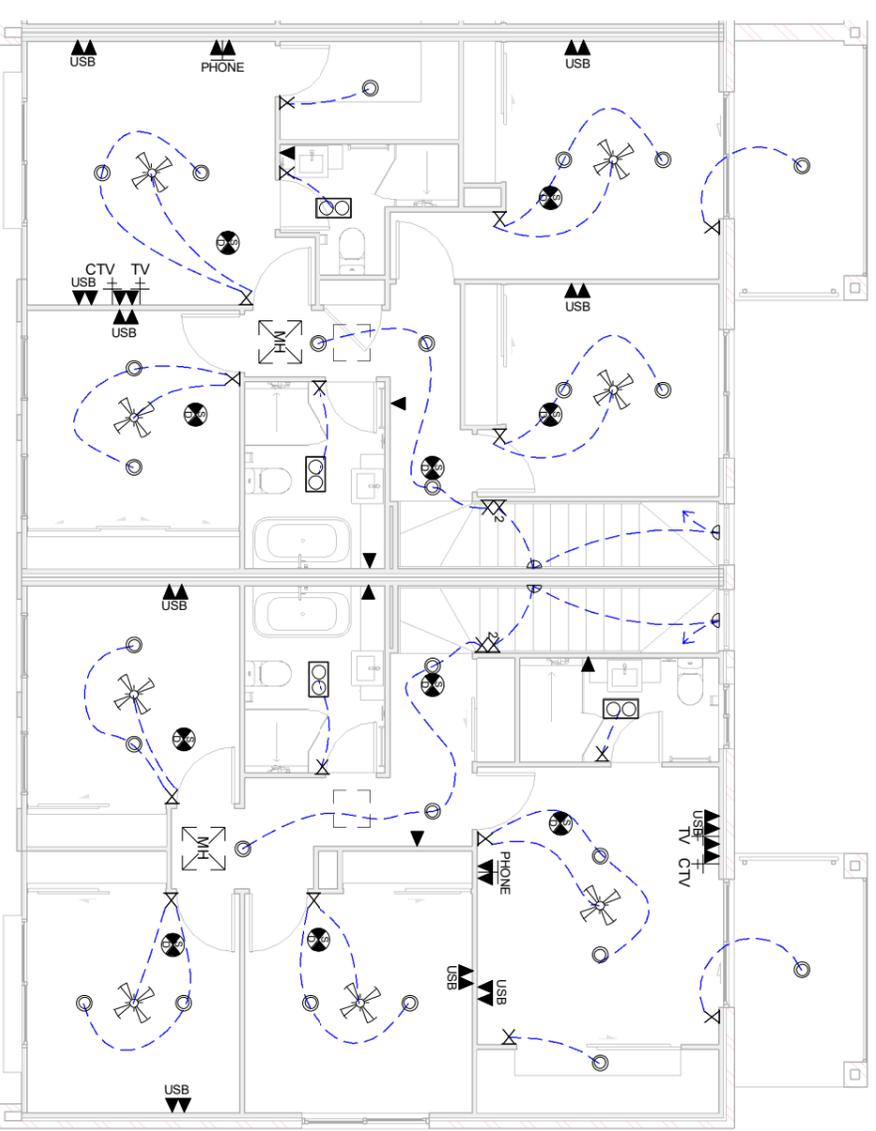
- DOUBLE 'A' RATED SHOWER ROSES. DUAL FLUSH TOILETS (6 LITRE FULL FLUSH / 3 LITRE HALF FLUSH).
- 500kpa WATER PRESSURE-LIMITING DEVICES.
- FLUORESCENT OR COMPACT FLUORESCENT LIGHTING TO MIN. 40% OF DWELLING INTERNAL FLOOR SPACE.

### NBN NOTE:

- PROVIDE POWER POINT AND CONDUIT FOR NBN CONNECTION IN ACCORDANCE WITH NBN CO PREPARATION AND INSTALLATION GUID FOR SDUS AND MDUS.
- PROVIDE CAT6 NETWORK CABLE TO ALL UNITS.



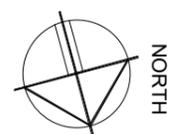
**1** GROUND FLOOR ELECTRICAL PLAN  
APP 08 SCALE - 1 : 100



**2** FIRST FLOOR ELECTRICAL PLAN  
APP 08 SCALE - 1 : 100

No.	Description	Date
A	BA ISSUE	30.11.20

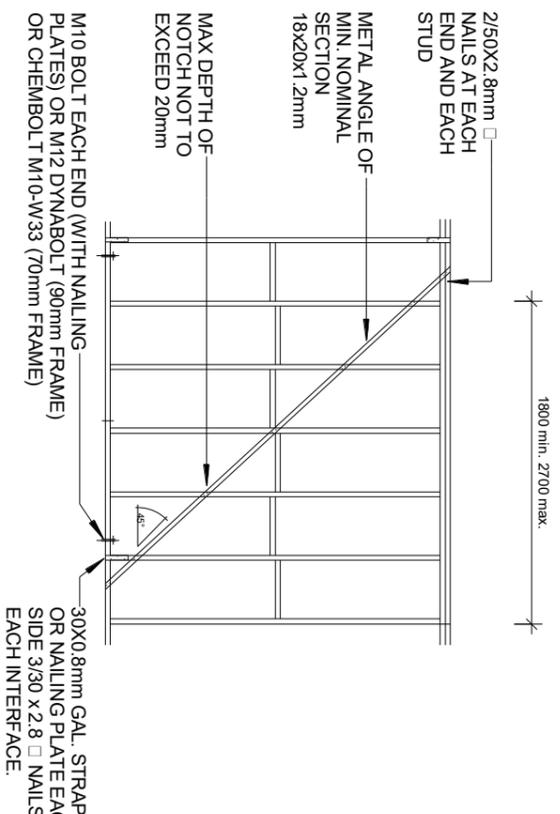
Project		Unit Type		Sheet Name	
TOWNHOMES & LOTS		EASTPORT Triplex Modern		ELECTRICAL LAYOUT	
Location		Unit Number		Scale	
PREC J GRIFFITH PL SEVEN HILLS		UNITS 33-35		1 : 100	
Client		Project Number		Drawn by	
HERAN No1. PTY LTD		5036		TB	
				Date	
				MAY 2020	
				Revision	
				A	



**HERAN**  
BUILDING GROUP PTY. LTD.  
DESIGNERS AND BUILDERS  
OF QUALITY HOMES EST. 1952  
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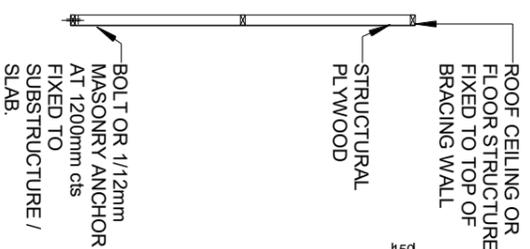
ABN 22 010 071 744





**TYPICAL METAL ANGLE BRACING (TB1.5)**

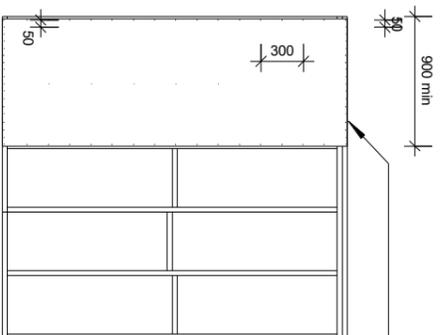
1.5kN/m - AS1684.2-2006 TABLE 8.18 (c)



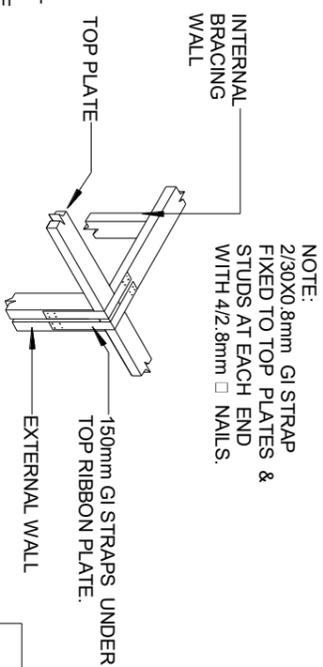
**4.5mm F27 PLYWOOD BRACING (TB6.0)**

6.0 kN/m (rods not required) - AS1684.2-2006 TABLE 8.18 (g) METHOD B

NOTE: BOTTOM PLATE FIXED AT MAX 1200mm CRS WITH M10 BOLT.

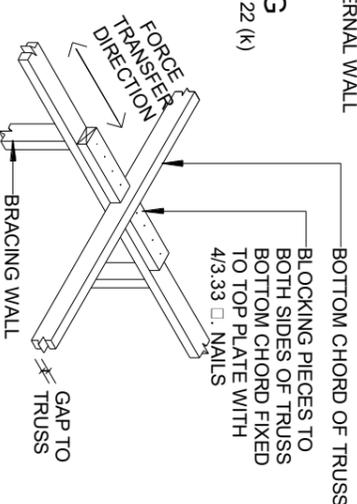


NOTE: IF TWO OR MORE PANEL ARE BUTTED TOGETHER THE VERTICAL JOIN NAILING IS TO BE @50mm CENTRES. SINGLE SHEET VERTICAL NAILING TO BE @150mm CENTRES.



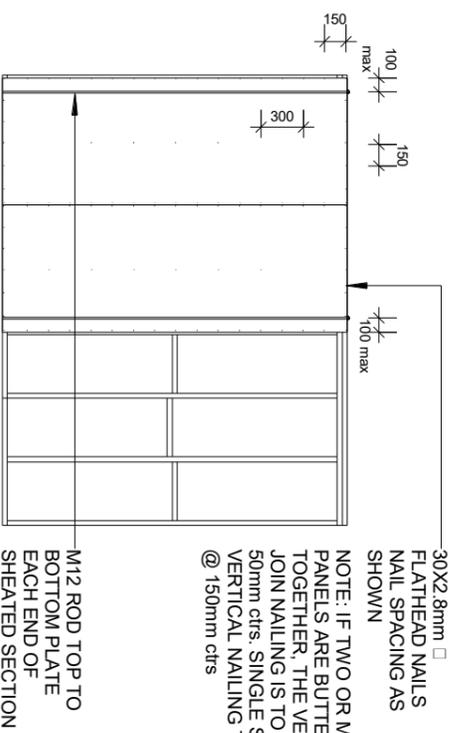
**TOP OF BRACING WALL FIXING**

(6.6 kN transfer for JD4) - AS1684.2-2006 TABLE 8.22 (k)



**AS1684.2-2006 TABLE 8.22 (j)**

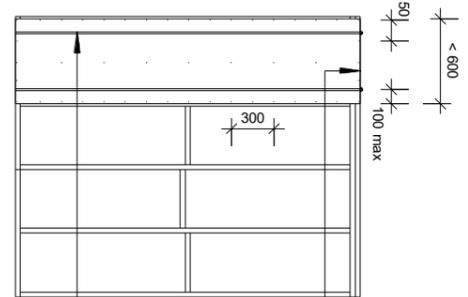
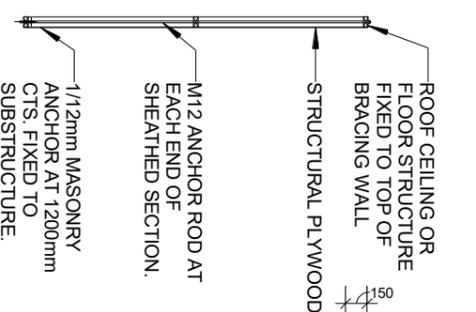
(4.0 kN transfer for JD4)



**4.5mm F27 PLYWOOD BRACING (TB6.4)**

6.4 kN/m (full height M12 rods required) - AS1684.2-2006 TABLE 8.18 (h) METHOD A

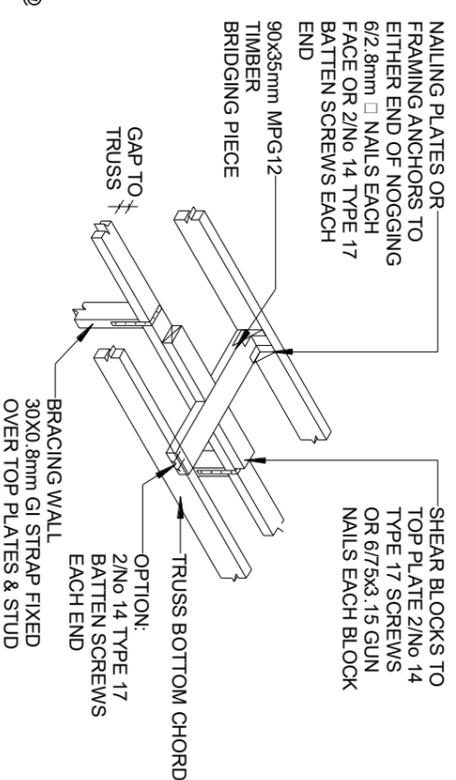
NOTE: BOTTOM PLATE FIXED AT MAX 1200mm CRS WITH M10 BOLT.



**4.5mm F27 PLYWOOD BRACING (TB6.4)**

6.4 kN/m (full height M12 rods required) - AS1684.2-2006 TABLE 8.18 (h) METHOD A

NOTE: DISTANCE OF ANCHOR ROD FROM END OF BRACE TO BE MAX. 100mm.



**AS1684.2-2006 TABLE 8.22 (e)**

(5.5 kN transfer for JD4)

STEEL WASHERS	
BOLT OR COACH SCREW Ø(mm)	WASHER SIZE (mm)
M10 CUP HEAD	STANDARD
M12 CUP HEAD	STANDARD
M16 CUP HEAD	STANDARD
M10 BOLT OR COACH SCREW	38x38x2.0
M12 BOLT OR COACH SCREW	50x50x3.0
M16 BOLT OR COACH SCREW	65x65x5.0

**AS1684.2-2006 TABLE 9.1**

No.	Description	Date

Project: **TOWNHOMES & LOTS**

Location:

PREC J GRIFFITH PL SEVEN HILLS

Client: **HERAN No1. PTY LTD**

Unit Type:

**EASTPORT Triplex Modern**

Unit Number:

**UNITS 33-35**

Sheet Name:

**BRACING DETAIL**

Scale:

**1 : 50**

Drawn by:

**TB**

Date:

**MAY 2020**

Project Number:

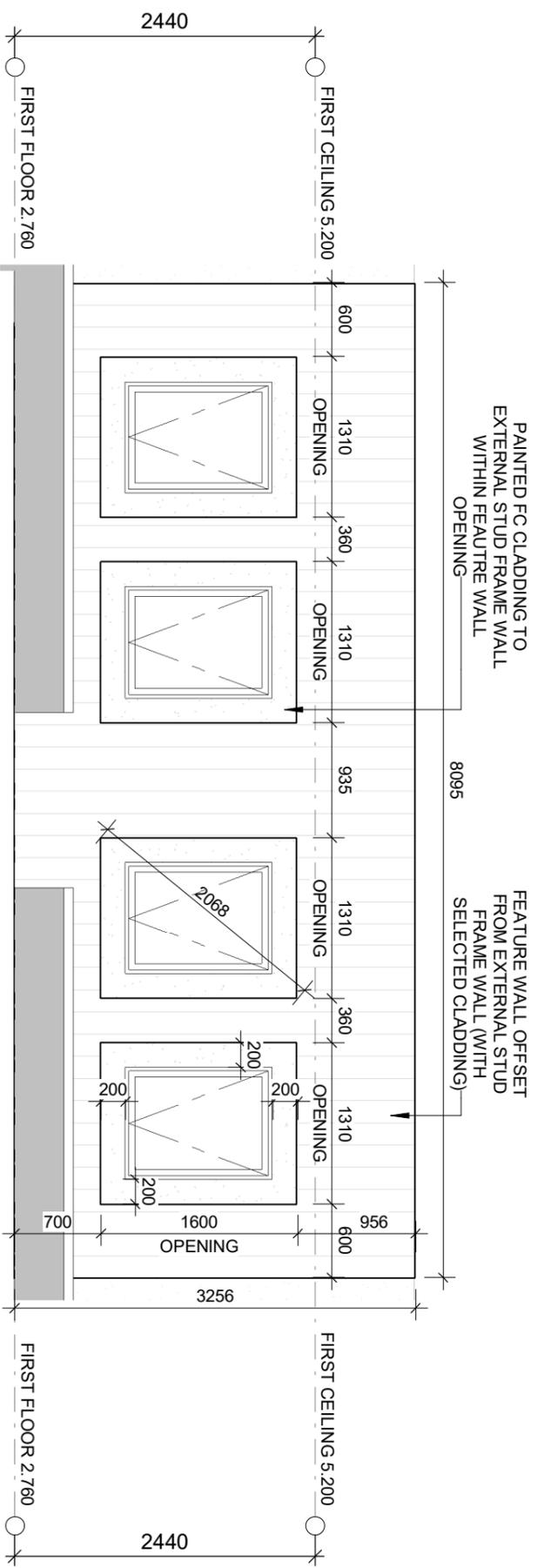
**5036**

Revision:

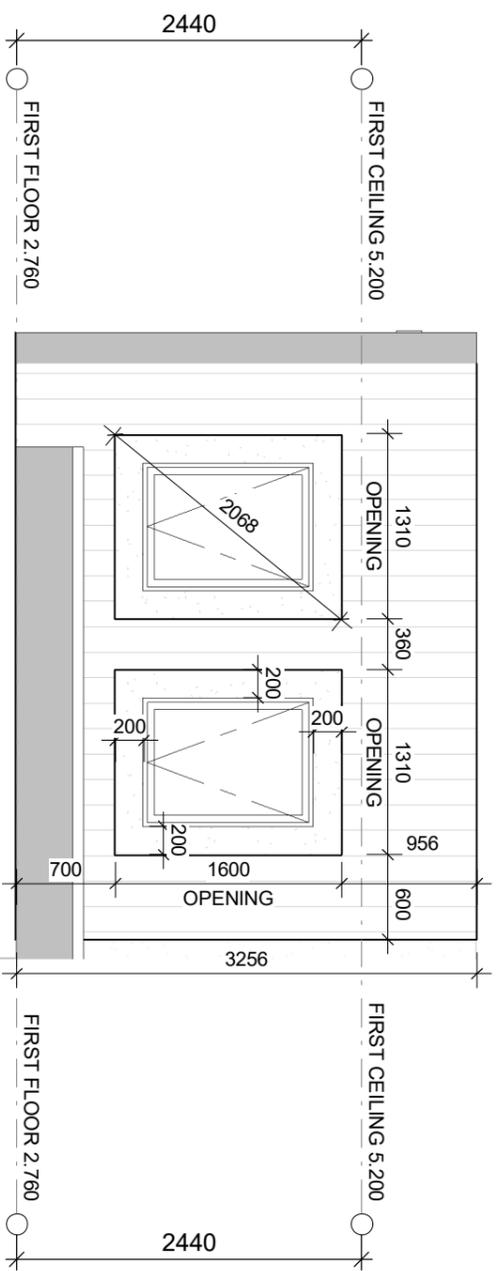
**APP 10**



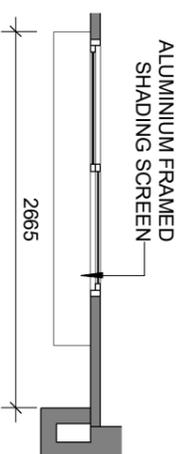
ABN 22 010 071 744  
DESIGNERS AND BUILDERS  
OF QUALITY HOMES EST. 1952  
301/50 MARINE PARADE  
SOUTHPORT Q 4215  
P 07 5528 0111  
F 07 5528 0333



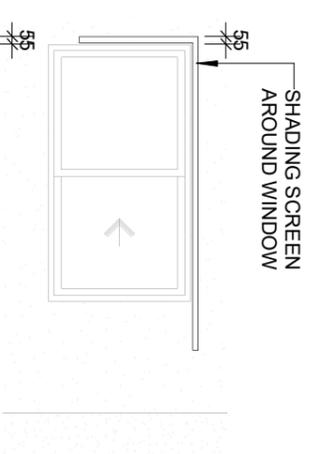
1 FACADE ELEVATION DETAIL  
APP 11 SCALE - 1 : 50



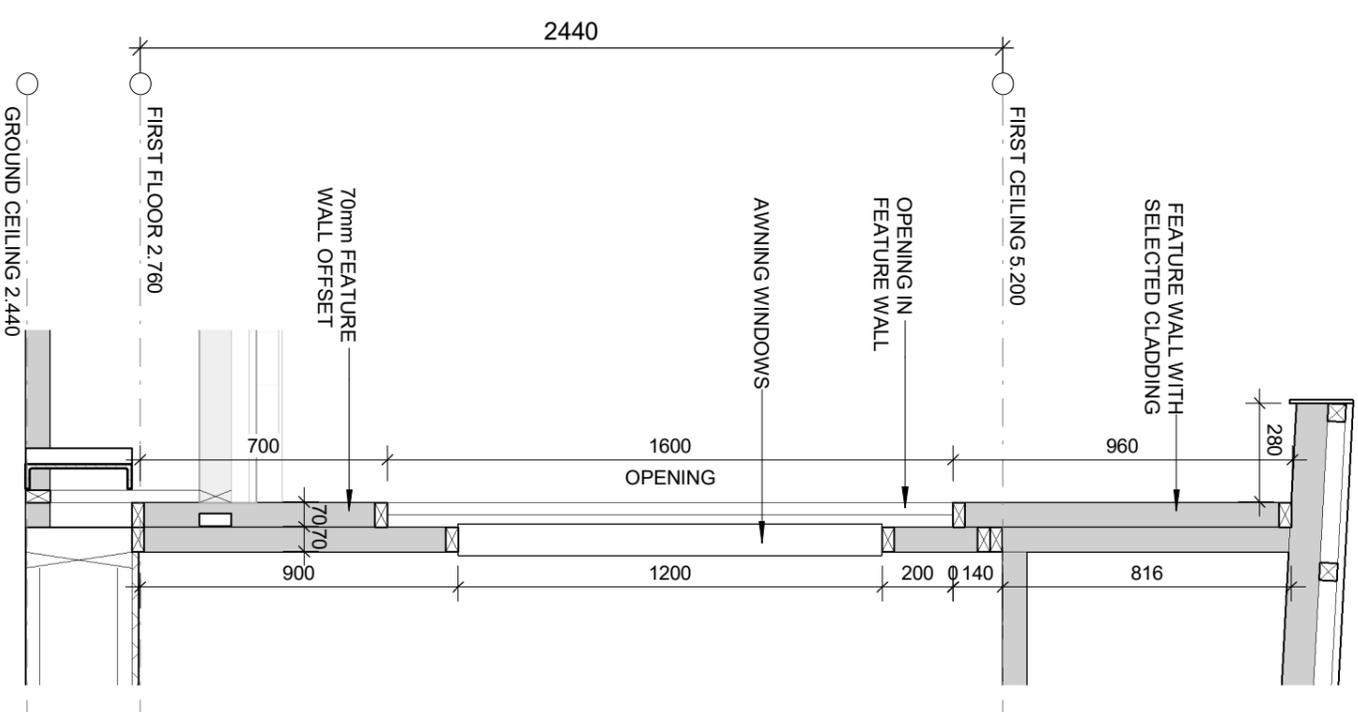
2 FACADE ELEVATION DETAIL (END UNIT)  
APP 11 SCALE - 1 : 50



3 SHADING SCREEN PLAN DETAIL  
APP 11 SCALE - 1 : 50



4 SHADING SCREEN ELEVATION DETAIL  
APP 11 SCALE - 1 : 50



X FACADE FRAMING SECTION DETAIL  
APP 11 SCALE - 1 : 20



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DESIGNERS AND BUILDERS  
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301/50 MARINE PARADE  
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No.	Description	Date

Project		Unit Type		Sheet Name	
TOWNHOMES & LOTS		EASTPORT Triplex Modern		DETAILS	
Location		Unit Number		Scale	
PREC J GRIFFITH PL SEVEN HILLS		UNITS 33-35		As Indicated	
Client		Project Number		Drawn by	
HERAN No1. PTY LTD		5036		TB	
				Date	
				MAY 2020	
				Revision	

S:\Town House Development\Current\ClearView Terrace, Seven Hills Qld10 - SA Plans\BUILDING PLANS\PROJECT JUSTAGE 24\UNIT 33-35 EASTPORT TRIPLEX.Avt



**BUILDING GROUP**

ABN 22 010 071 744

**DESIGNERS AND BUILDERS  
OF QUALITY HOMES  
EST. 1952**

LEVEL 3, 301/50 MARINE PARADE  
SOUTHPORT, GOLD COAST, QLD, 4215  
PH: (07) 5528 0111 FAX: (07) 5528 0333

# WESTPORT & Type B Triplex\_Manager

~ MASTER DRAWINGS ~

## UNIT 36-38

ADDRESS PREC J GRIFFITH PLACE SEVEN HILLS  
CLIENT HERAN BUILDING GROUP

JOB No 5036

DRAWN TB

### FLOOR AREAS

<b>UNIT 36</b>	
PORCH	3.3 m <sup>2</sup>
PATIO	6.8 m <sup>2</sup>
Exterior Area	10.1 m <sup>2</sup>
GARAGE	39.1 m <sup>2</sup>
LIVING (GF)	49.9 m <sup>2</sup>
LIVING (FF)	76.5 m <sup>2</sup>
BALCONY	6.8 m <sup>2</sup>
Gross Building Area	172.3 m <sup>2</sup>
	182.4 m <sup>2</sup>
<b>UNIT 37</b>	
PORCH	3.3 m <sup>2</sup>
PATIO	6.8 m <sup>2</sup>
Exterior Area	10.1 m <sup>2</sup>
LIVING (GF)	48.6 m <sup>2</sup>
GARAGE	39.2 m <sup>2</sup>
LIVING (FF)	75.5 m <sup>2</sup>
BALCONY	6.8 m <sup>2</sup>
Gross Building Area	170.1 m <sup>2</sup>
	180.2 m <sup>2</sup>
<b>UNIT 38</b>	
PORCH	3.8 m <sup>2</sup>
PATIO	10.2 m <sup>2</sup>
Exterior Area	14.0 m <sup>2</sup>
LIVING (GF)	59.9 m <sup>2</sup>
GARAGE	40.0 m <sup>2</sup>
LIVING (FF)	80.0 m <sup>2</sup>
BALCONY	10.2 m <sup>2</sup>
Gross Building Area	190.1 m <sup>2</sup>
	204.1 m <sup>2</sup>
Grand total	566.7 m <sup>2</sup>



### DRAWING SCHEDULE

01	LOCATION PLAN
02	SITE PLAN
03	GROUND FLOOR PLAN
04	FIRST FLOOR PLAN
05	ROOF PLAN
06	ELEVATIONS 1
07	ELEVATIONS 2
08	SECTIONS
09	SLAB LAYOUT
APP 01	GROUND FLOOR BRACING
APP 02	FIRST FLOOR BRACING
APP 03	BEAM & JOIST LAYOUT
APP 04	TIEDOWN & BRACING INFO

### DRAWING SCHEDULE

APP 05	WET AREA DETAILS (GF WESTPORT)
APP 05.1	WET AREAS DETAILS (FF WESTPORT)
APP 07	WET AREA DETAILS (FF EASTPORT TYPE B)
APP 7.1	WET AREA DETAILS (GF EASTPORT)
APP 08	ELECTRICAL LAYOUT
APP 09	FIRE WALL
APP 10	BRACING DETAIL
APP 11	DETAILS

### NOTE:

- GFA SHOWN ON ARCHITECTURAL PLANS MAY DIFFER FROM GFA SHOWN ON SALES PLANS



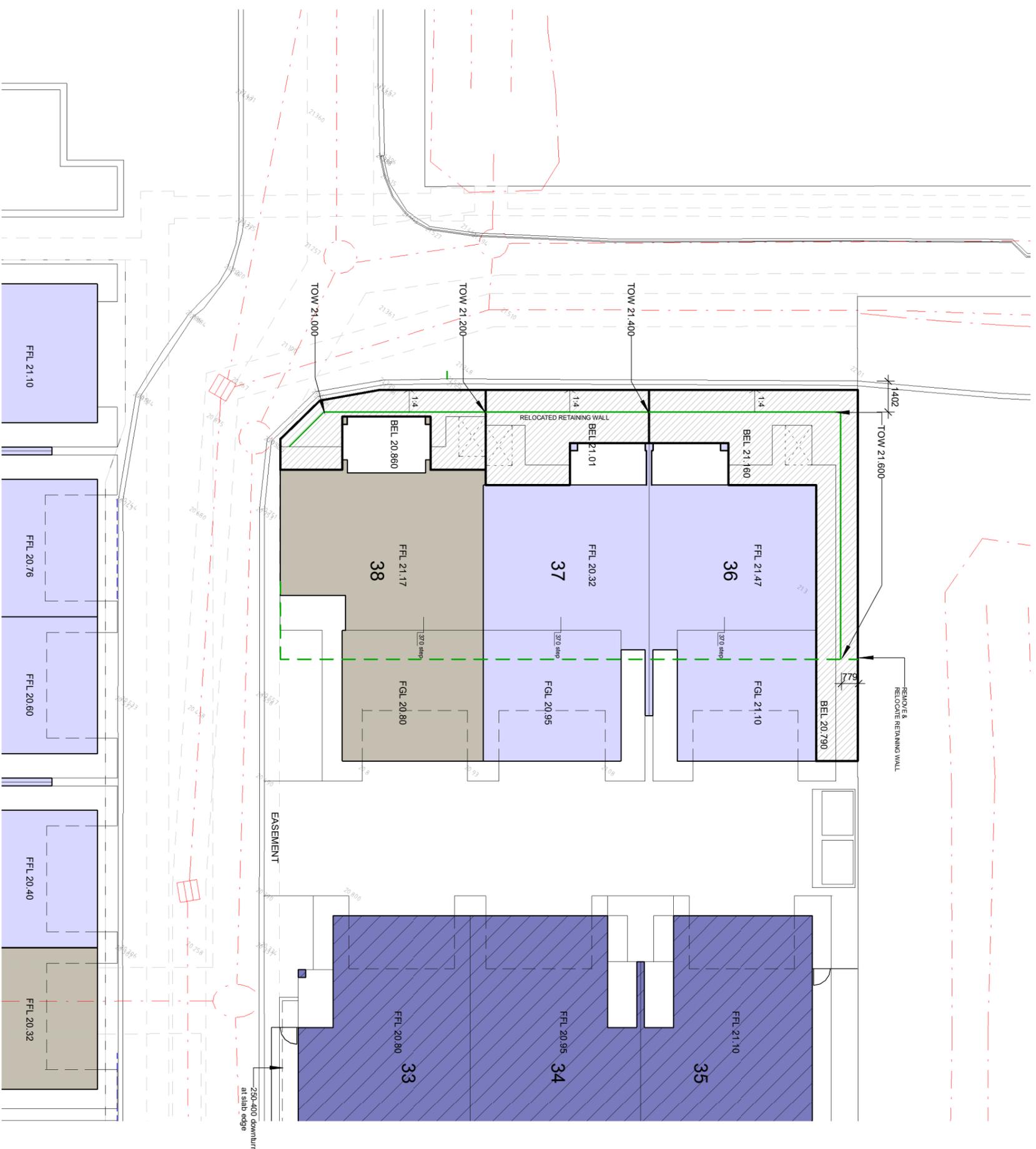
No.	Description	Date
1	BA ISSUE	30.11.20

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	WESTPORT & Type B Triplex	LOCATION PLAN
Location	Unit Number	Scale
PREC J GRIFFITH PLACE SEVEN HILLS	UNIT 36-38	1 : 500
Client	Project Number	Drawn by
HERAN BUILDING GROUP	5036	TB
		Date
		NOV 2020
		Revision
		1



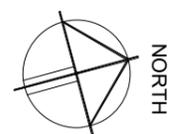
ABN 22 010 071 744  
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No.	Description	Date
1	BA ISSUE	30.11.20

Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		WESTPORT & Type B Triplex Manager		SITE PLAN	
Location		Unit Number		Scale	
PREC J GRIFFITH PLACE SEVEN HILLS		UNIT 36-38		1 : 200	
Client		Project Number		Drawn by	
HERAN BUILDING GROUP		5036		TB	
		Drawing Number		Date	
		02		NOV 2020	
		Revision			
		1			



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**WINDOW SCHEDULE GROUND FLOOR**

Mark	Type	Lintel MGP12	Acoustic Info	Seals
01	06.12 SW	190 x 35		No
02	06.12 SW	190 x 35		No
03	12.18 SW	2/240 x 35		No
04	18.09 AW	140 x 35		No
05	18.06 FW	140 x 35		No
06	18.06 FW	140 x 35		No
07	18.09 AW	140 x 35		No
08	06.09 SW	140 x 35		No
09	06.09 SW	140 x 35		No

**DOOR SCHEDULE GF (EXT.)**

Mark	Type	Lintel	MGP12	Acoustic Info	Seals
01	21.48 PANEL LIFT	240 x 65	18C		No
02	820 ENTRY DOOR	140 x 35			No
03	21.18 SD	140 x 35			No
04	21.18 SD	140 x 35			No
05	21.27 SD	2/240x35			No
06	21.31 SD	2/240x35			No
07	820 ENTRY DOOR	140 x 35			No
08	21.48 PANEL LIFT	240 x 65	18C		No
09	21.48 PANEL LIFT	240 x 65	18C		No
10	820 ENTRY DOOR	140 x 35			No
11	21.31 SD	2/240x35			No

**NOTES**

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

VERTICAL JOINT NOTE

SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m

No.	Description	Date
1	BA ISSUE	30.11.20

**Project** WESTPORT & Type B Triplex Manager **GROUND FLOOR PLAN**

**Location** WESTPORT & Type B Triplex Manager

**Unit Number** UNIT 36-38

**Client** HERAN BUILDING GROUP

**Scale** 1 : 100

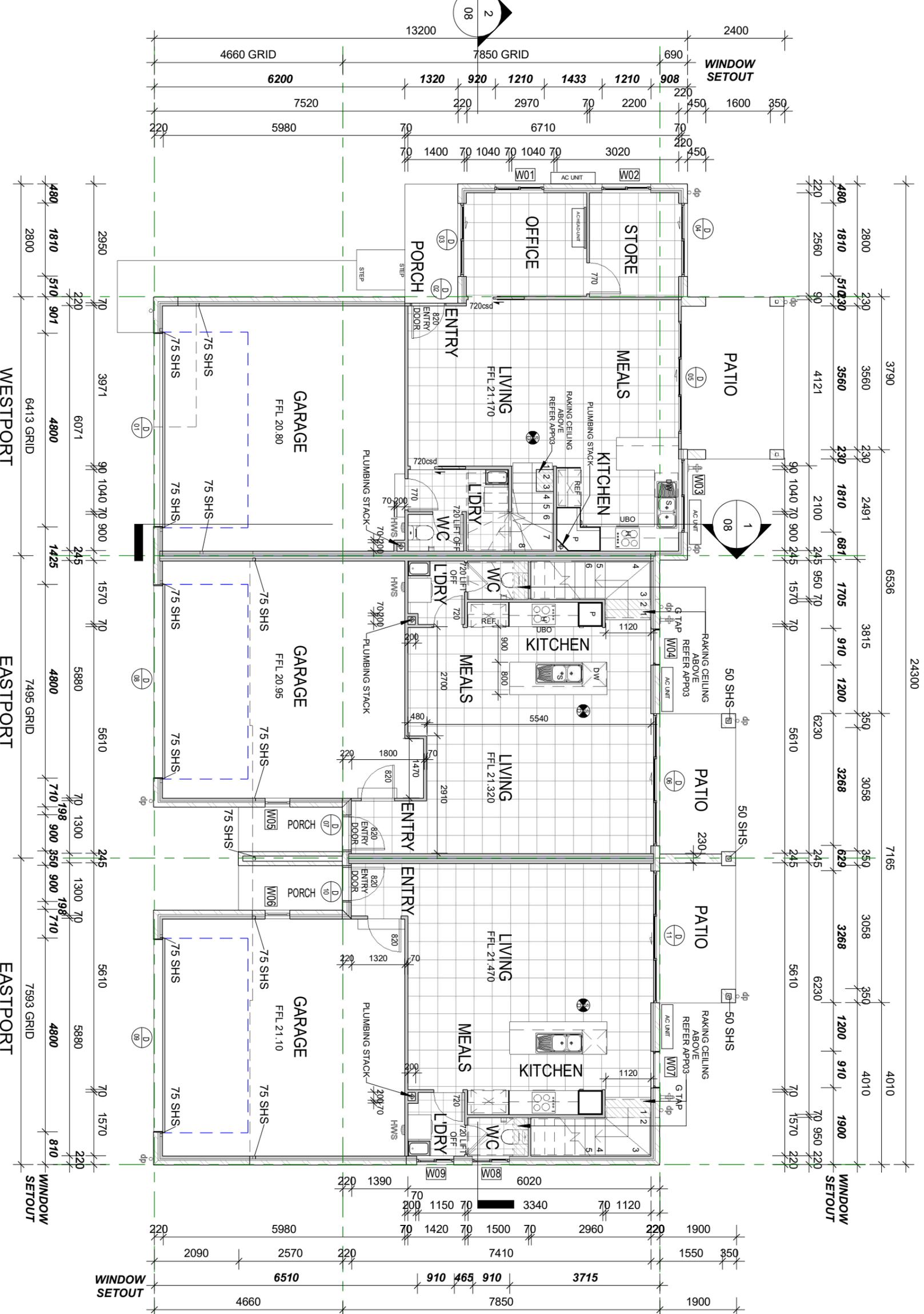
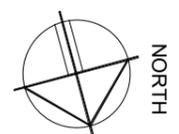
**Drawn by** TB

**Date** NOV 2020

**Project Number** 5036

**Drawing Number** 03

**Revision** 1



HERAN BUILDING GROUP PTY. LTD.  
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ABN 22 010 071 744  
 DESIGNERS AND BUILDERS  
 OF QUALITY HOMES EST. 1952

**Project** WESTPORT & Type B Triplex Manager **GROUND FLOOR PLAN**

**Location** WESTPORT & Type B Triplex Manager

**Unit Number** UNIT 36-38

**Client** HERAN BUILDING GROUP

**Scale** 1 : 100

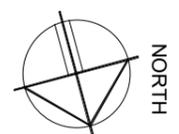
**Drawn by** TB

**Date** NOV 2020

**Project Number** 5036

**Drawing Number** 03

**Revision** 1



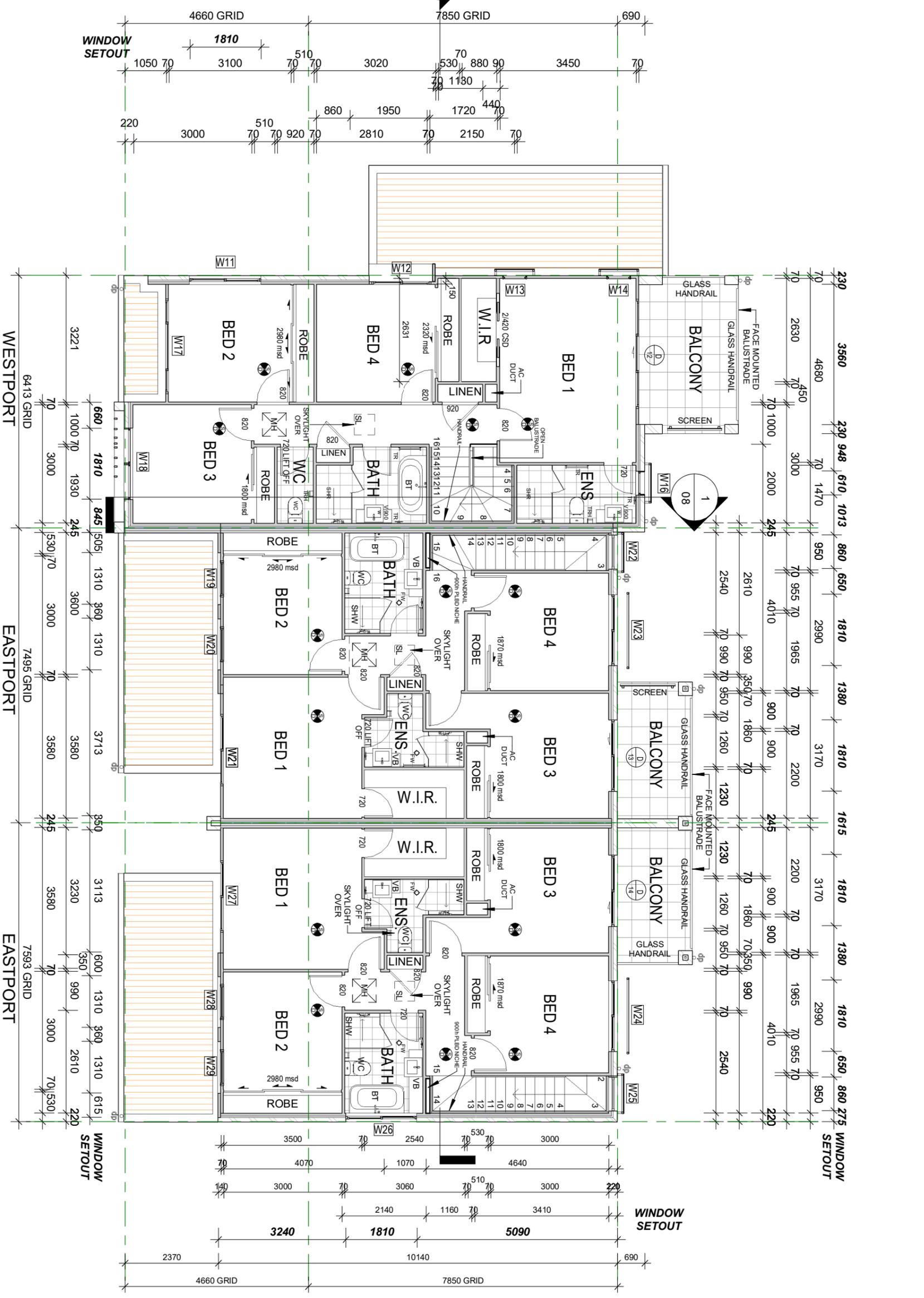
**WINDOW SCHEDULE FIRST FLOOR**

Mark	Type	Lintel	MGP12	Acoustic Info	Seals
11	06.18 SW	190 x 35			No
12	12.15 SW	190 x 35			No
13	18.06 AW	140 x 35			No
14	18.06 AW	140 x 35			No
16	18.06 AW	140 x 35			No
18	18.18 AW	190 x 35			No
19	12.09 AW	140 x 35			No
20	12.09 AW	140 x 35			No
21	10.18 SW	2170 x 35			No
22	15.09 FW	140 x 35			No
23	10.18 SW	190 x 35			No
24	10.18 SW	190 x 35			No
25	15.09 FW	140 x 35			No
27	10.18 SW	2170 x 35			No
28	12.09 AW	140 x 35			No
29	12.09 AW	140 x 35			No

**DOOR SCHEDULE FF (EXT)**

Mark	Type	Lintel	MGP12	Acoustic Info	Seals
12	21.27 SD	2/240x35			No
13	21.18 SD	2/240x35			No
14	21.18 SD	2/240x35			No

**NOTES**  
 - FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.  
 - CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.



No.	Description	Date
1	BA ISSUE	30.11.20

Project: **MULTIPLE DWELLING UNITS**  
 Unit Type: **WESTPORT & Type B Triplex Manager**  
 Sheet Name: **FIRST FLOOR PLAN**

Location: **PREC J GRIFFITH PLACE SEVEN HILLS**  
 Unit Number: **UNIT 36-38**

Client: **HERAN BUILDING GROUP**

Scale: **1 : 100**

Project Number: **5036**

Drawn by: **TB**

Date: **NOV 2020**



ABN 22 010 071 744  
 DESIGNERS AND BUILDERS OF QUALITY HOMES EST. 1952  
 301/50 MARINE PARADE  
 SOUTHPORT QLD 4215  
 P. 07 5528 0111  
 F. 07 5528 0333

No.	Description	Date
1	BA ISSUE	30.11.20

Project: **MULTIPLE DWELLING UNITS**  
 Unit Type: **WESTPORT & Type B Triplex Manager**  
 Sheet Name: **FIRST FLOOR PLAN**

Location: **PREC J GRIFFITH PLACE SEVEN HILLS**  
 Unit Number: **UNIT 36-38**

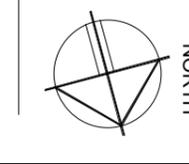
Client: **HERAN BUILDING GROUP**

Scale: **1 : 100**

Project Number: **5036**

Drawn by: **TB**

Date: **NOV 2020**



ROOF SCHEDULE / PER BUILDING		
Mark	Type	Area
01	160mm TRIMDEK ROOF	92.32 m <sup>2</sup>
02	160mm TRIMDEK ROOF	179.90 m <sup>2</sup>
03	160mm TRIMDEK ROOF	15.14 m <sup>2</sup>
04	160mm TRIMDEK ROOF	14.62 m <sup>2</sup>
05	160mm TRIMDEK ROOF	3.29 m <sup>2</sup>
06	120mm TRIMDEK ROOF 2	21.14 m <sup>2</sup>
Grand total		326.40 m <sup>2</sup>



No.	Description	Date
1	BA ISSUE	30.11.20

Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		WESTPORT & Type B Triplex_Manager		ROOF PLAN	
Location		Unit Number		Scale	
PREC J GRIFFITH PLACE SEVEN HILLS		UNIT 36-38		1 : 100	
Client		Project Number		Drawn by	
HERAN BUILDING GROUP		5036		TB	
				Date	
				NOV 2020	
				Revision	
				1	



BUILDING GROUP PTY. LTD.

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**1** FRONT ELEVATION  
06 SCALE - 1 : 100

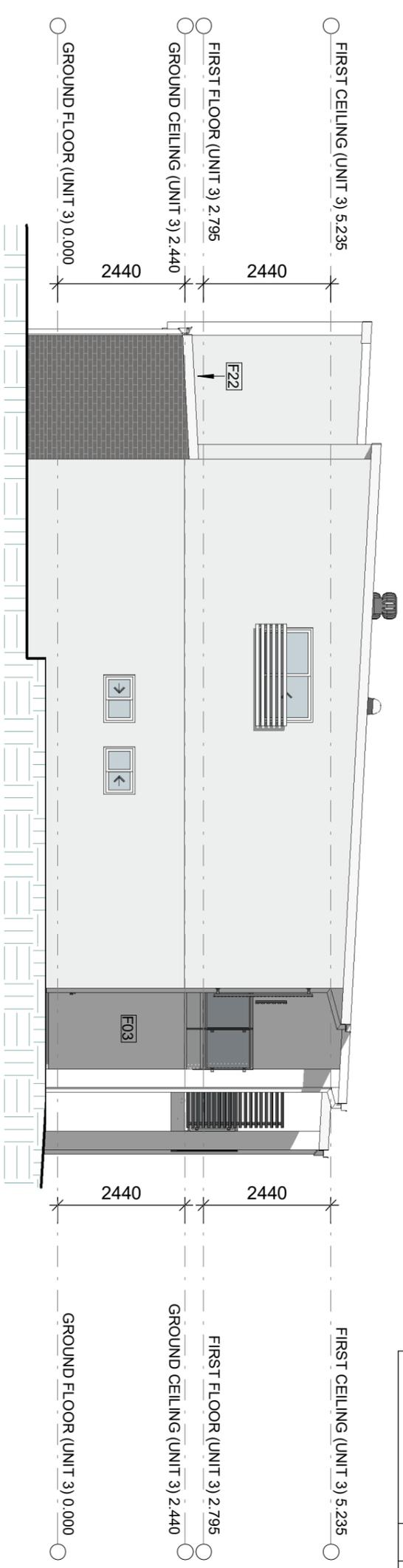
EXTERNAL FINISHES	
F01	FACE BRICKWORK (AS SELECTED)
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F09	SCYON AXON CLADDING
F10	SCYON MATRIX CLADDING
F14	HARDIES LINEA BOARDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)

**NOTES**

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.

VERTICAL JOINT NOTE

SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



**2** RIGHT ELEVATION  
06 SCALE - 1 : 100



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No.	Description	Date
1	BA ISSUE	30/11/20

Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		WESTPORT & Type B Triplex Manager		ELEVATIONS 1	
Location		Unit Number		Scale	
PREC J GRIFFITH PLACE SEVEN HILLS		UNIT 36-38		1 : 100	
Client		Project Number		Drawing Number	
HERAN BUILDING GROUP		5036		06	
				Date	
				NOV 2020	
		Revision			
				1	



**EXTERNAL FINISHES**

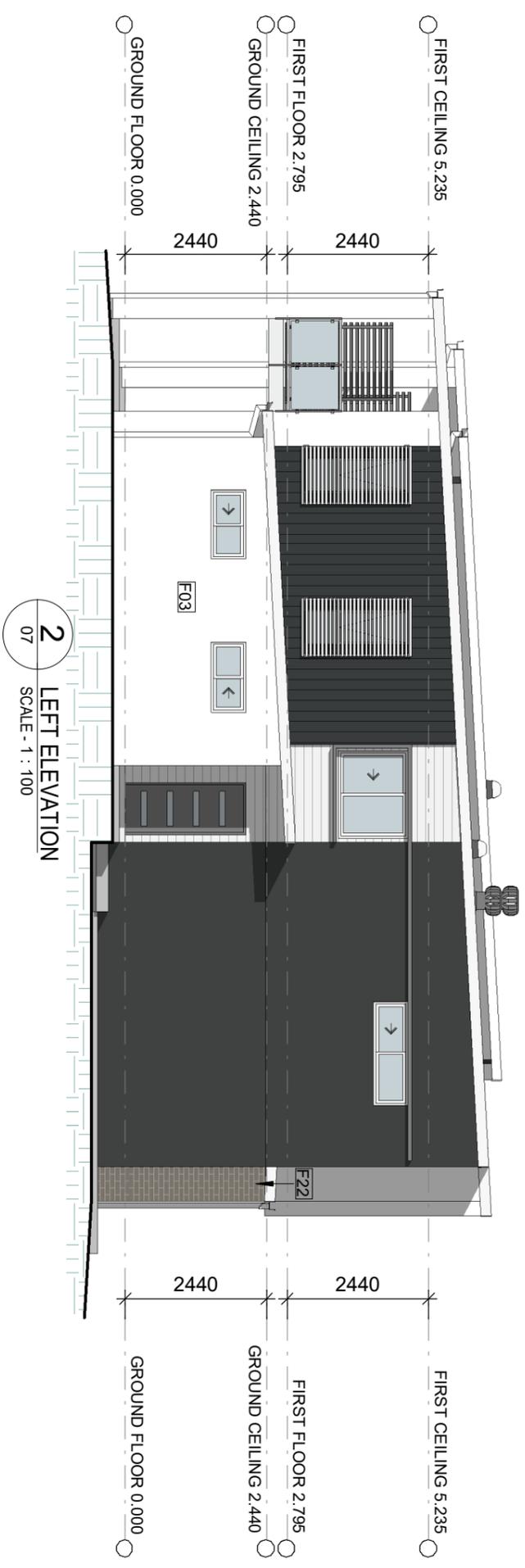
F01	FACE BRICKWORK (AS SELECTED)
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F09	SCYON AXON CLADDING
F10	SCYON MATRIX CLADDING
F14	HARDIES LINEA BOARDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)

**NOTES**

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.

VERTICAL JOINT NOTE

SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



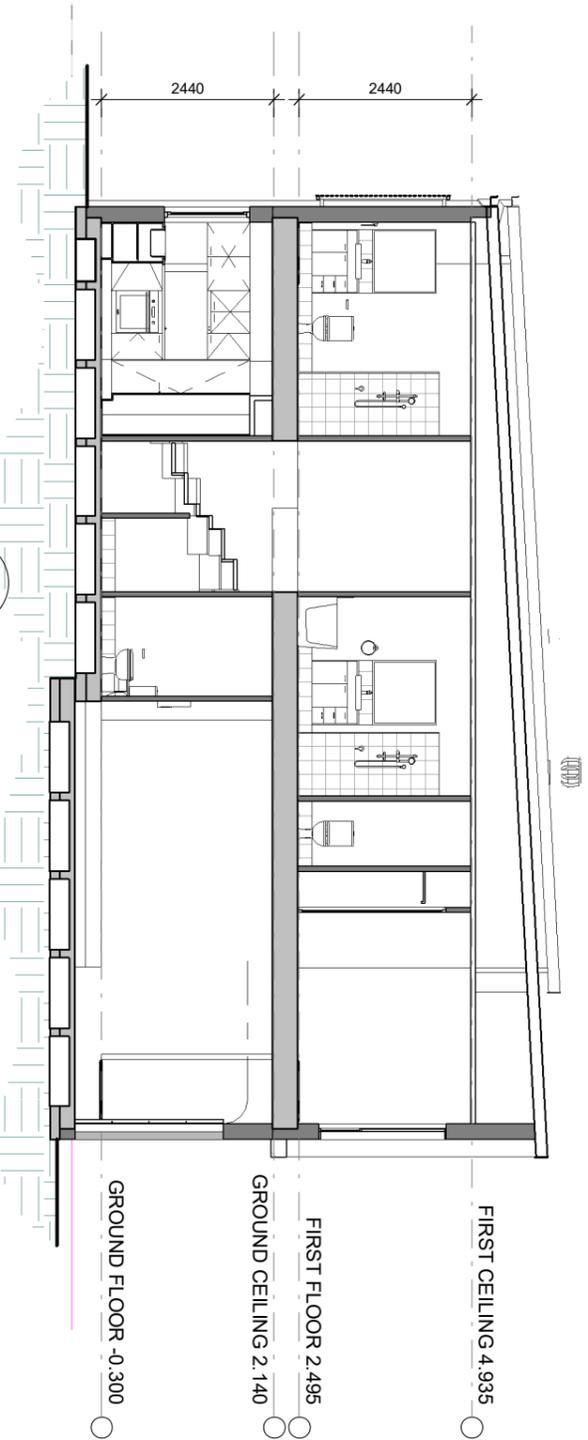
**MULTIPLE DWELLING UNITS**

**WESTPORT & Type B Triplex Manager ELEVATIONS 2**

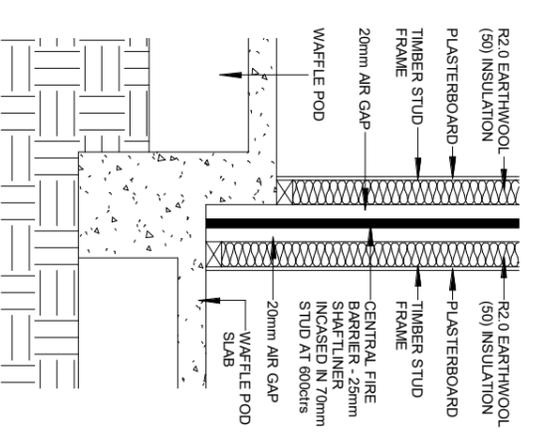
HERAN BUILDING GROUP PTY. LTD.  
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No.	Description	Date
1	BA ISSUE	30.11.20

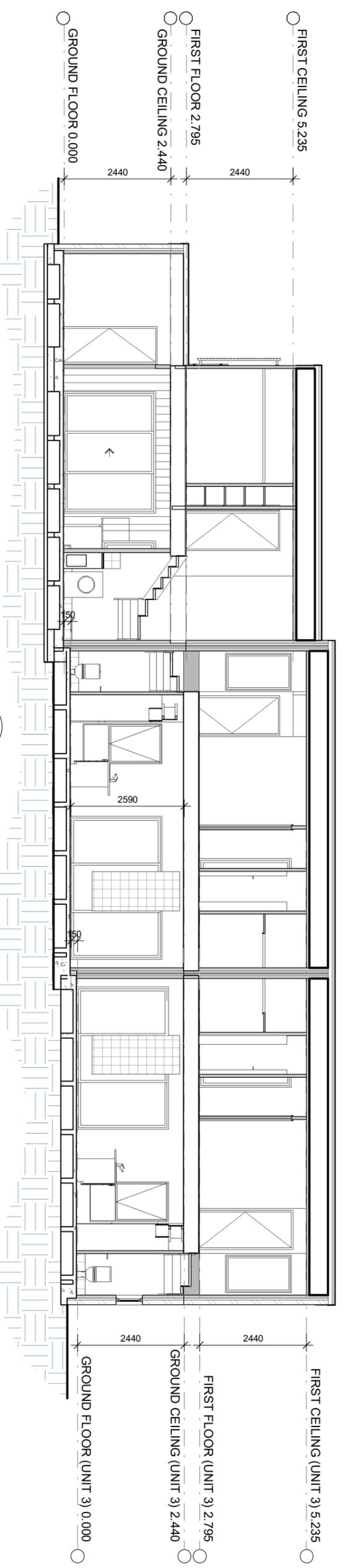
Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		WESTPORT & Type B Triplex Manager		ELEVATIONS 2	
Location		Unit Number		Scale	
PREC J GRIFFITH PLACE SEVEN HILLS		UNIT 36-38		1 : 100	
Client		Project Number		Drawn by	
HERAN BUILDING GROUP		5036		TB	
		Drawing Number		Date	
		07		NOV 2020	
		Revision			
		1			



**1 SECTION AA**  
SCALE - 1 : 100



**FIRE WALL SLAB  
STEP DOWN DETAIL**  
SCALE: 1:20



**2 SECTION B-B**  
SCALE - 1 : 100

No.	Description	Date
1	BA ISSUE	30/11/20

Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		WESTPORT & Type B Triplex Manager		SECTIONS	
Location		Unit Number		Scale	
PREC J GRIFFITH PLACE SEVEN HILLS		UNIT 36-38		1 : 100	
Client		Project Number		Drawn by	
HERAN BUILDING GROUP		5036		TB	
		Drawing Number		Date	
		08		NOV 2020	
		Revision			
		1			

**SLAB LAYOUT NOTES**

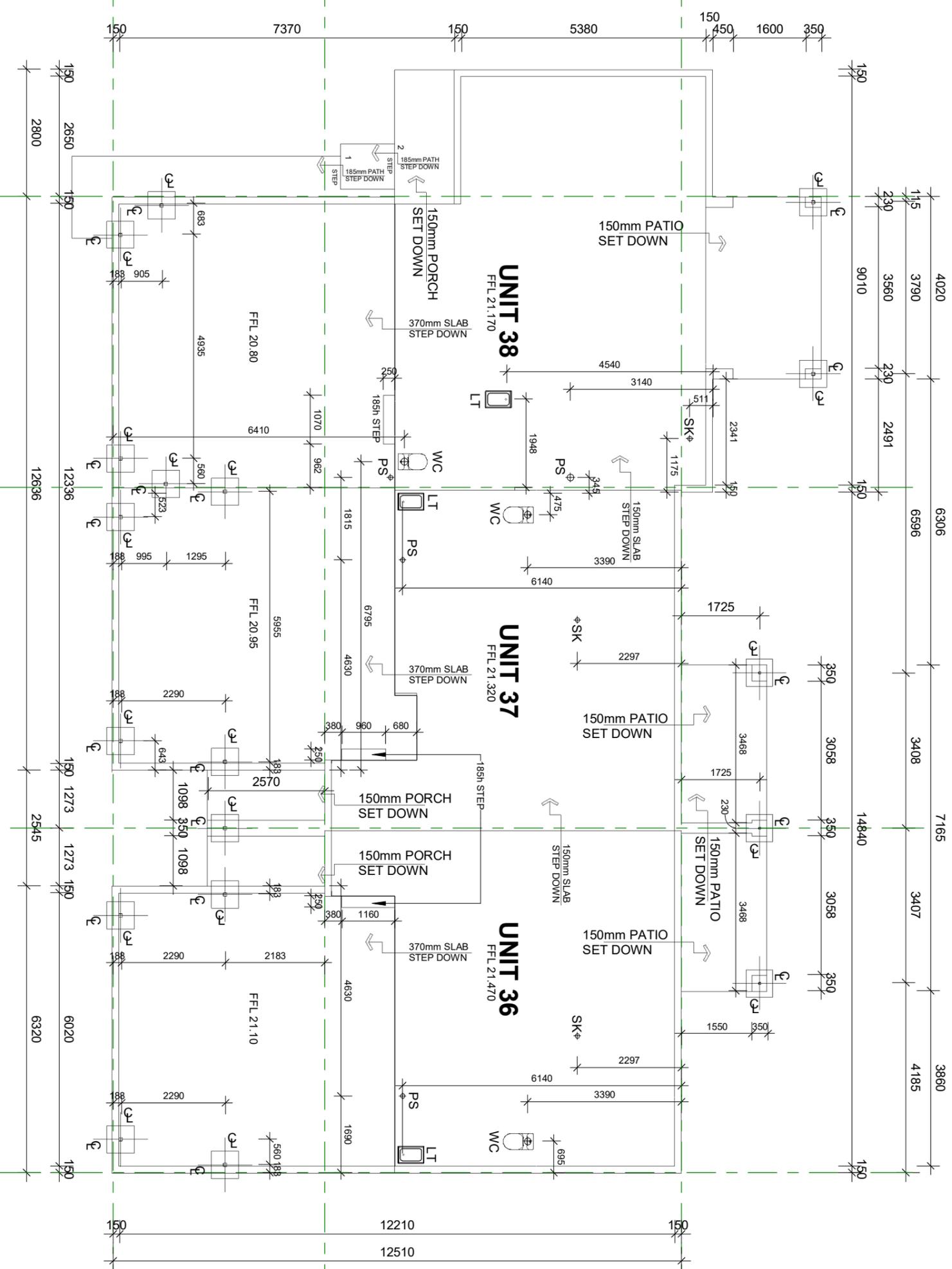
- LAYOUT IS INDICATIVE ONLY
- FOR FINAL LAYOUT REFER TO ENGINEERING
- FLOOR LAYOUT + DIMENSIONS + NOTATION EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE

**TERMITE PROTECTION**

- PLASMITE TERMITE BLANKET TO UNDERSLAB & PERIMETER
- PLASMITE COLLARS TO ALL SLAB PENETRATIONS AS PER A.S.3660 1 - 2000

**LINE LEGEND**

- SLAB EDGE
- - - - EXTERNAL SLAB EDGE



**SLAB AREA 276.76 sqm**  
**BEAM PERIMETER 84.90 lm**

No.	Description	Date	Project	Unit Type	Sheet Name
1	BA ISSUE	30/11/20	MULTIPLE DWELLING UNITS	WESTPORT & Type B Triplex Manager	SLAB LAYOUT
			PREC J GRIFFITH PLACE SEVEN HILLS	UNIT 36-38	
			HERAN BUILDING GROUP		

Scale	Drawn by	Date
1 : 100	TB	NOV 2020

Project Number	Drawing Number	Revision
5036	09	1

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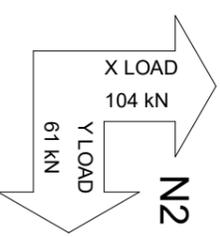
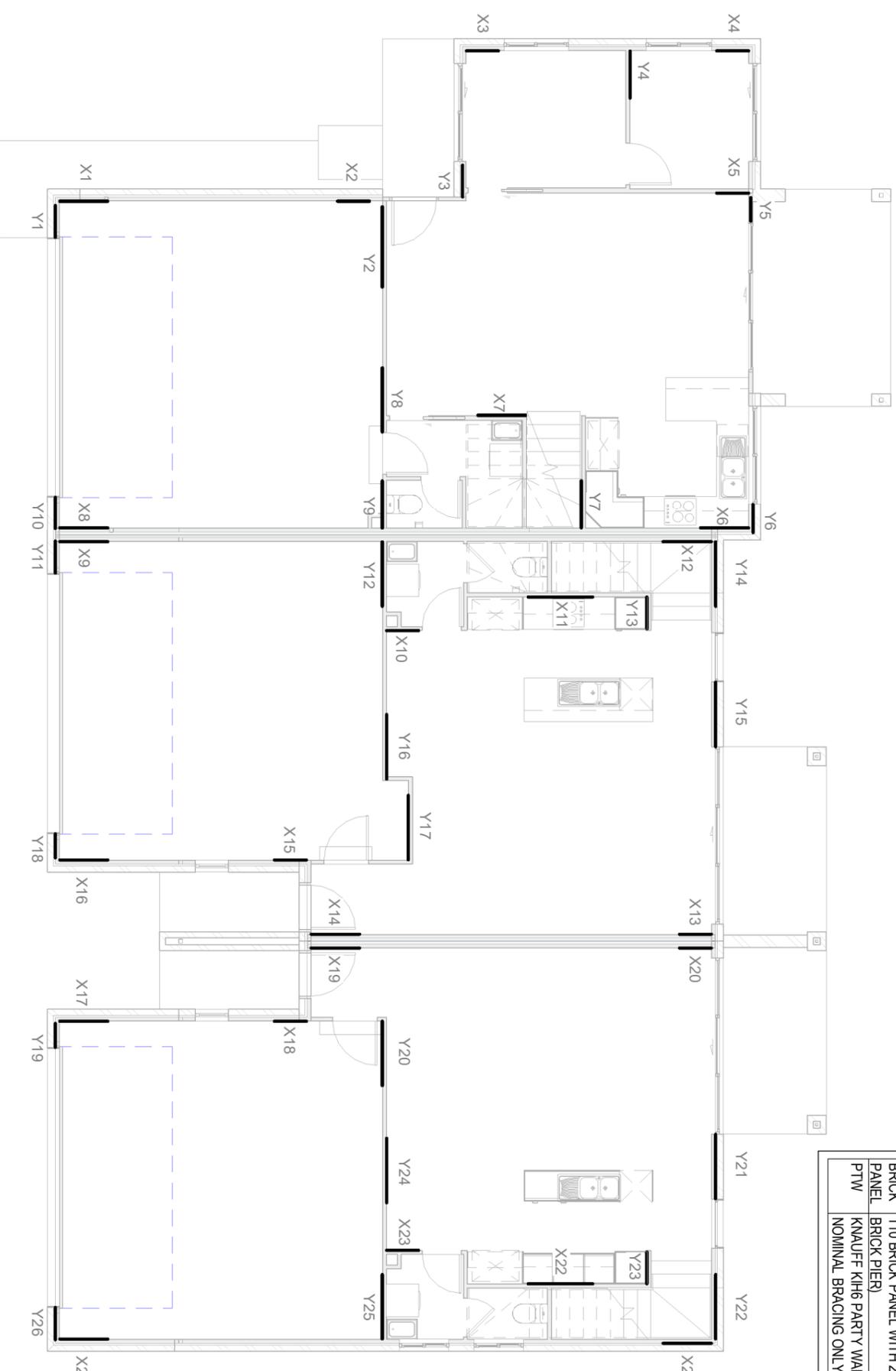


Mark	Type	Length	Unit	Resistance
1	TB6	900 mm	6.00 KN	5.40 KN
2	TB6.4	600 mm	6.40 KN	3.84 KN
3	TB6.4	600 mm	6.40 KN	3.84 KN
4	TB6.4	600 mm	6.40 KN	3.84 KN
5	TB6.4	600 mm	6.40 KN	3.84 KN
6	TB6	900 mm	6.00 KN	5.40 KN
7	TB6	900 mm	6.00 KN	5.40 KN
8	TB6	900 mm	6.00 KN	5.40 KN
9	TB6	900 mm	6.00 KN	5.40 KN
10	TB6.4	600 mm	6.40 KN	3.84 KN
11	TB6.4	1200 mm	6.00 KN	7.20 KN
12	TB6	900 mm	6.00 KN	5.40 KN
13	TB6	600 mm	6.00 KN	3.60 KN
14	TB6	900 mm	6.00 KN	5.40 KN
15	TB6.4	600 mm	6.40 KN	3.84 KN
16	TB6	900 mm	6.00 KN	5.40 KN
17	TB6	900 mm	6.00 KN	5.40 KN
18	TB6.4	600 mm	6.40 KN	3.84 KN
19	TB6	900 mm	6.00 KN	5.40 KN
20	TB6	600 mm	6.00 KN	3.60 KN
21	TB6	900 mm	6.00 KN	5.40 KN
22	TB6	1200 mm	6.00 KN	7.20 KN
23	TB6.4	600 mm	6.40 KN	3.84 KN
24	TB6	900 mm	6.00 KN	5.40 KN
Grand total				117.12 KN

Mark	Type	Length	Unit	Resistance
1	TB6.4	600 mm	6.40 KN	3.84 KN
2	TB6	1500 mm	6.00 KN	9.00 KN
3	TB6.4	600 mm	6.40 KN	3.84 KN
4	TB6	900 mm	6.00 KN	5.40 KN
5	PTB	450 mm	6.40 KN	2.88 KN
6	TB6.4	545 mm	6.40 KN	3.49 KN
7	TB6	900 mm	6.00 KN	5.40 KN
8	TB6	1200 mm	6.00 KN	7.20 KN
9	TB6	900 mm	6.00 KN	5.40 KN
10	TB6.4	600 mm	6.40 KN	3.84 KN
11	TB6.4	600 mm	6.40 KN	3.84 KN
12	TB6	1200 mm	6.00 KN	7.20 KN
13	TB6.4	600 mm	6.40 KN	3.84 KN

Mark	Type	Length	Unit	Resistance
14	TB6	1200 mm	6.00 KN	7.20 KN
15	TB6	1200 mm	6.00 KN	7.20 KN
16	TB6	1200 mm	6.00 KN	7.20 KN
17	TB6	1200 mm	6.00 KN	7.20 KN
18	TB6.4	450 mm	6.40 KN	2.88 KN
19	TB6.4	450 mm	6.40 KN	2.88 KN
20	TB6	1200 mm	6.00 KN	7.20 KN
21	TB6	1200 mm	6.00 KN	7.20 KN
22	TB6	1200 mm	6.00 KN	7.20 KN
23	TB6.4	600 mm	6.40 KN	3.84 KN
24	TB6	1200 mm	6.00 KN	7.20 KN
25	TB6	1200 mm	6.00 KN	7.20 KN
26	TB6.4	600 mm	6.40 KN	3.84 KN
Grand total				143.41 KN

TYPE	MATERIAL	FIXING LOCATION
TB6.0	F 27 PLYWOOD PANEL (4.5mm THICK) FIXED WITH 30x2.8mm CLOUTS	-TOP & BOTTOM PLATE @ 50mm ctrs -VERTICAL EDGES @ 50mm ctrs -NOGGING @ 50mm ctrs -INTERMEDIATE STUDS @ 300mm ctrs -M12 HOLD DOWN BOLTS @ 1200 ctrs Max NOTE: DOUBLE BRACED WALLS TO HAVE M16 RODS AT EACH END OF PLY SHEETING
TB6.4	F 27 PLYWOOD PANEL (4.5mm THICK) FIXED WITH 30x2.8mm CLOUTS	-TOP & BOTTOM PLATE @ 150mm ctrs -VERTICAL EDGES @ 150mm ctrs -NOGGING @ 150mm ctrs -INTERMEDIATE STUDS @ 300mm ctrs -M12 HOLD DOWN BOLTS @ 1200 ctrs Max -M12 ANCHOR ROD EACH END OF SHEATED SECTION
TB1.5	GALVANISED METAL ANGLE (18x16x1.2mm) FIXED WITH 50x2.8mm NAILS	-2 NAILS TO EACH STUD AND PLATE -30x0.8 G.I. STRAP TOP & BOTTOM PLATE, FIXED WITH 3/30x2.8mm NAILS TO EACH END TO STUD
BRICK PIER	350x350 ISOLATED / ATTACHED BRICK PIER WITH A 50x50x3.0 SHS POST IN CENTER & TIED TO FOOTING (CORE FILLED)	
BRICK PANEL	110 BRICK PANEL WITH 240x350 ATTACHED BRICK PIER EACH END (AS PER BRICK PIER)	
PTW	KNAUFF KH6 PARTY WALL - 2 LAYERS 13MM TO EACH FRAME PROVIDES NOMINAL BRACING ONLY	



X WIND LOAD RESISTANCE TABLE GF

Y WIND LOAD RESISTANCE TABLE...

Y WIND LOAD RESISTANCE TABLE...

**WALL BRACING**

DESIGNERS AND BUILDERS OF QUALITY HOMES EST. 1952  
301/50 MARINE PARADE  
SOUTHPORT Q 4215  
P. 07 5528 0111  
F. 07 5528 0333

ABN 22 010 071 744

Project: **MULTIPLE DWELLING UNITS**  
Location: **PREC J GRIFFITH PLACE SEVEN HILLS**  
Client: **HERAN BUILDING GROUP**

Unit Type: **WESTPORT & Type B Triplex Manager**  
Unit Number: **UNIT 36-38**

Scale: **1 : 100**  
Drawing Number: **TB**  
Revision: **1**

Date: **NOV 2020**

Project Number: **5036**  
Drawing Number: **APP 01**

No.	Description	Date
1	BA ISSUE	30.11.20

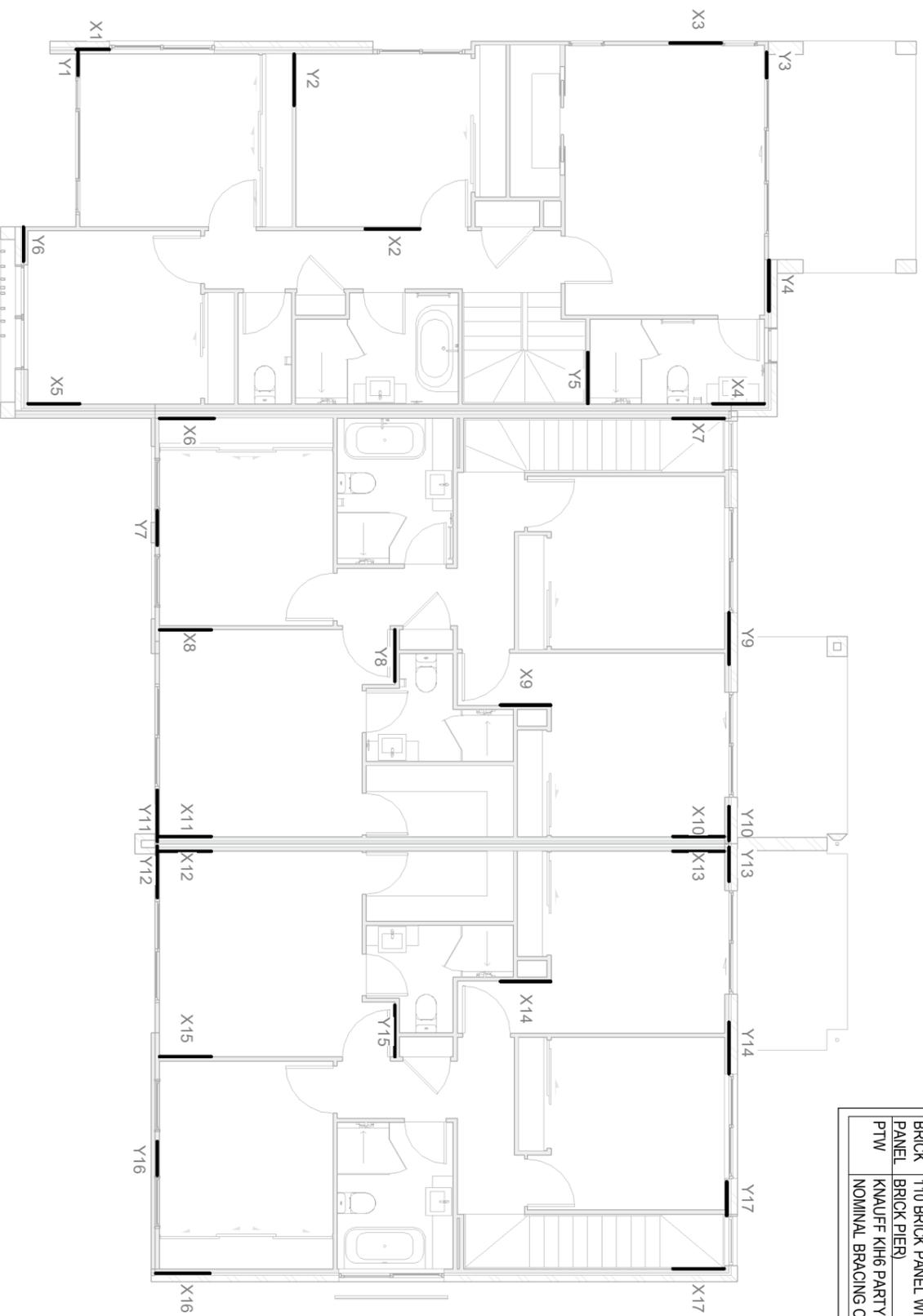
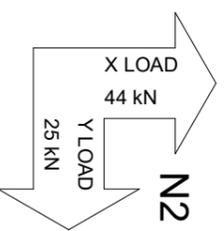
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**X WIND LOAD RESISTANCE TABLE...**

Mark	Type	Length	Unit	Resistance
1	TB6	600 mm	6.00 kN	3.60 kN
2	TB6	951 mm	6.00 kN	5.70 kN
3	TB6	900 mm	6.00 kN	5.40 kN
4	TB6	900 mm	6.00 kN	5.40 kN
5	TB6	900 mm	6.00 kN	5.40 kN
6	TB6	951 mm	6.00 kN	5.70 kN
7	TB6	900 mm	6.00 kN	5.40 kN
8	TB6	900 mm	6.00 kN	5.40 kN
9	TB6	900 mm	6.00 kN	5.40 kN
10	TB6	900 mm	6.00 kN	5.40 kN
11	TB6	900 mm	6.00 kN	5.40 kN
12	TB6	900 mm	6.00 kN	5.40 kN
13	TB6	900 mm	6.00 kN	5.40 kN
14	TB6	900 mm	6.00 kN	5.40 kN
15	TB6	900 mm	6.00 kN	5.40 kN
16	TB6	951 mm	6.00 kN	5.70 kN
17	TB6	900 mm	6.00 kN	5.40 kN
Grand total				90.91 kN

**Y WIND LOAD RESISTANCE TABLE FF**

Mark	Type	Length	Unit	Resistance
1	TB6.4	450 mm	6.40 kN	2.88 kN
2	TB6	900 mm	6.00 kN	5.40 kN
3	TB6.4	450 mm	6.40 kN	2.88 kN
4	TB6	900 mm	6.00 kN	5.40 kN
5	TB6	900 mm	6.00 kN	5.40 kN
6	TB6.4	600 mm	6.40 kN	3.84 kN
7	TB6.4	600 mm	6.40 kN	3.84 kN
8	TB6	900 mm	6.00 kN	5.40 kN
9	TB6	900 mm	6.00 kN	5.40 kN
10	TB6.4	600 mm	6.40 kN	3.84 kN
11	TB6	900 mm	6.00 kN	5.40 kN
12	TB6	900 mm	6.00 kN	5.40 kN
13	TB6.4	600 mm	6.40 kN	3.84 kN
14	TB6	900 mm	6.00 kN	5.40 kN
15	TB6	900 mm	6.00 kN	5.40 kN
16	TB6.4	600 mm	6.40 kN	3.84 kN
17	TB6.4	600 mm	6.40 kN	3.84 kN
Grand total				77.40 kN



**WALL BRACING**

TYPE	MATERIAL	FIXING LOCATION
TB6.0	F 27 PLYWOOD PANEL (4.5mm THICK) FIXED WITH 30x2.8mm CLOUTS	-TOP & BOTTOM PLATE @ 50mm ctrs -VERTICAL EDGES @ 50mm ctrs -NOGGING @ 50mm ctrs -INTERMEDIATE STUDS @ 300mm ctrs -M12 HOLD DOWN BOLTS @ 1200 ctrs Max NOTE: DOUBLE BRACED WALLS TO HAVE M16 RODS AT EACH END OF PLY SHEETING
TB6.4	F 27 PLYWOOD PANEL (4.5mm THICK) FIXED WITH 30x2.8mm CLOUTS	-TOP & BOTTOM PLATE @ 150mm ctrs -VERTICAL EDGES @ 150mm ctrs -NOGGING @ 150mm ctrs -INTERMEDIATE STUDS @ 300mm ctrs -M12 HOLD DOWN BOLTS @ 1200 ctrs Max -M12 ANCHOR ROD EACH END OF SHEATED SECTION
TB1.5	GALVANISED METAL ANGLE (18x16x1.2mm) FIXED WITH 50x2.8mm NAILS	-2 NAILS TO EACH STUD AND PLATE -30x0.8 G.I. STRAP TOP & BOTTOM PLATE, FIXED WITH 3/30x2.8mm NAILS TO EACH END TO STUD
BRICK	350x350 ISOLATED / ATTACHED BRICK PIER WITH A 50x50x3.0 SHS POST IN CENTER & TIED TO FOOTING (CORE FILLED)	
BRICK	110 BRICK PANEL WITH 240x350 ATTACHED BRICK PIER EACH END (AS PER PANEL BRICK PIER)	
PTW	KNAUFF K16 PARTY WALL - 2 LAYERS 13MM TO EACH FRAME PROVIDES NOMINAL BRACING ONLY	



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No.	Description	Date
1	BA ISSUE	30.11.20

Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		WESTPORT & Type B Triplex Manager		FIRST FLOOR BRACING	
Location		Unit Number		Scale	
PREC J GRIFFITH PLACE SEVEN HILLS		UNIT 36-38		1 : 100	
Client		Project Number		Drawing Number	
HERAN BUILDING GROUP		5036		APP 02	
				Date	
				NOV 2020	
				Revision	
				1	

**NOTES**

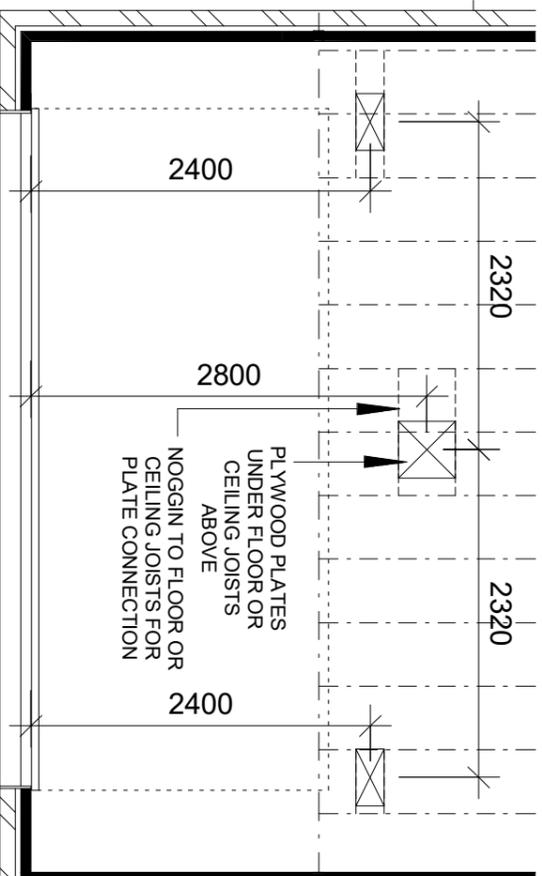
- LAYOUT IS INDICATIVE ONLY.
- FOR FINAL LAYOUT REFER TO SUPPLIERS SPECIFICATION AND ENGINEERING.
- COMPLY WITH FLOOR FRAME SUPPLIERS SPECIFICATIONS AND TO CERTIFIED BEFORE FINAL FRAME INSPECTION.
- FLOOR LAYOUT + DIMENSIONS + NOTATION EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- 19mm STRUCTURAL PARTICLEBOARD FLOORING.
- PREFAB FLOOR JOISTS FIXED IN ACCORDANCE TO MANUFACTURERS SPECS.

LOAD BEARING WALL	
25	2/70x35 MGP12 STUDS
3S	3/70x35 MGP12 STUDS
FJ1	SJ300x40 smartjoist @ 450c/s
FJ2	SJ300x90 smartjoist @ 450c/s
FJ3	240x45 MGP10 H3 @ 450c/s
FJ4	200x45 MGP10 H3 @ 450c/s

10mm BASE PLATE  
2M12 CHEMSET TO SLAB  
(ALIGNMENT TO SUIT WALL FRAMING)  
50 MIN EDGE DIST

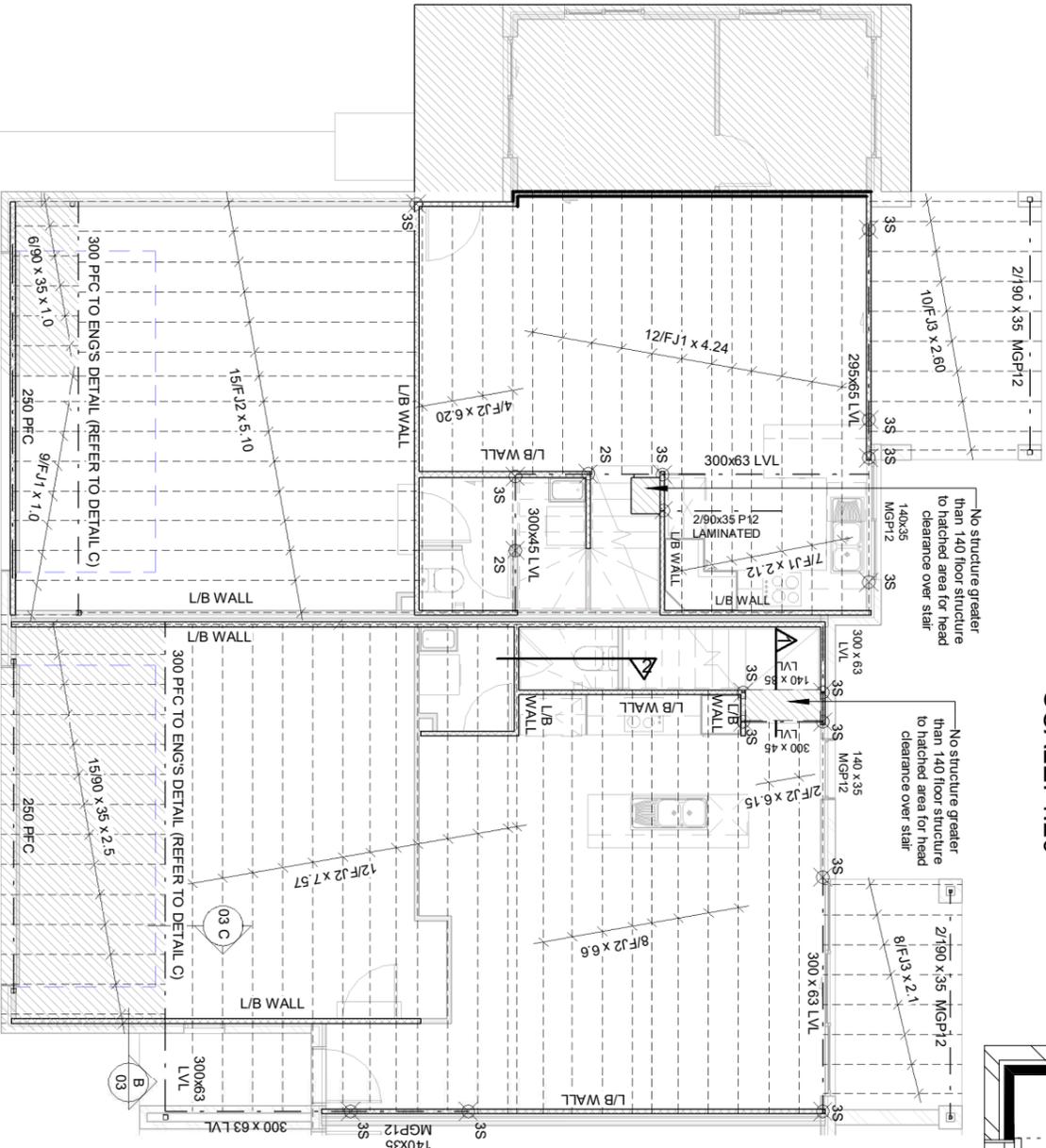
**BASE PLATE DETAILS**

SCALE: 1:20



**SECTIONAL OVERHEAD NOGGIN  
DETAIL (DOUBLE GARAGE)**

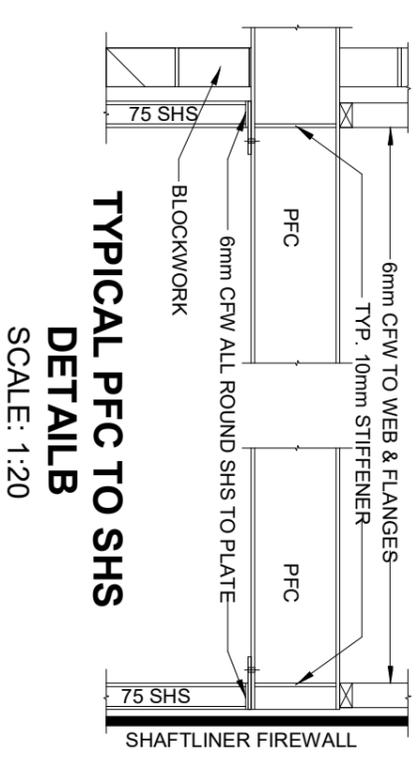
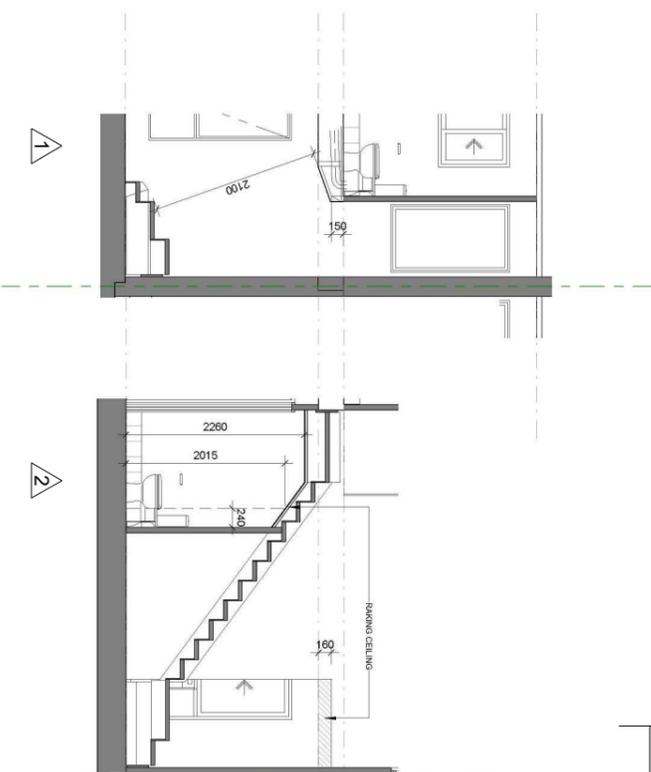
SCALE: 1:50



**TYPE WESTPORT**

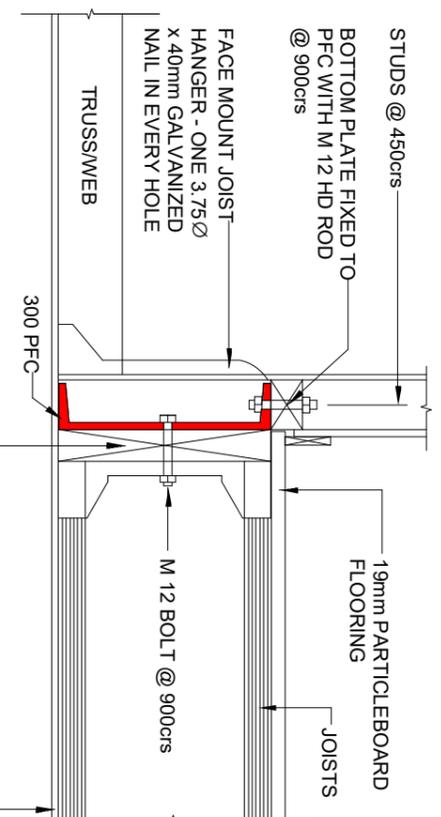
**TYPE EASTPORT**

**1 JOIST LAYOUT FIRST FLOOR**  
APP 03 SCALE: 1:100



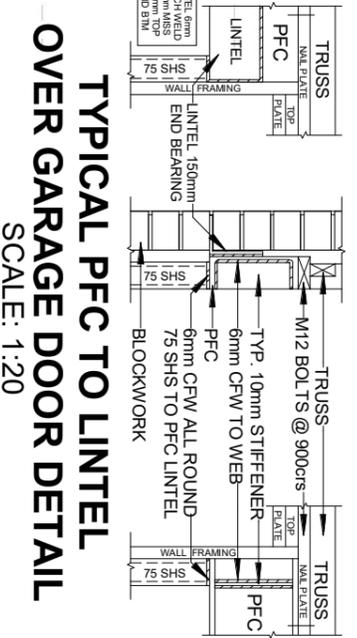
**TYPICAL PFC TO SHS  
DETAILB**

SCALE: 1:20



**TILE ROOF TO BEAM DETAIL C**

SCALE: 1:10



**TYPICAL PFC TO LINTEL  
OVER GARAGE DOOR DETAIL**

SCALE: 1:20

No.	Description	Date	Project	Unit Type	Sheet Name
			MULTIPLE DWELLING UNITS	WESTPORT & Type B Triplex Manager	BEAM & JOIST LAYOUT
			PREC J GRIFFITH PLACE SEVEN HILLS	UNIT 36-38	
			HERAN BUILDING GROUP		

ABN 22 010 071 744  
DESIGNERS AND BUILDERS  
OF QUALITY HOMES EST. 1952



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P 07 5528 0111  
F 07 5528 0333

No.	Description	Date

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	WESTPORT & Type B Triplex Manager	BEAM & JOIST LAYOUT
PREC J GRIFFITH PLACE SEVEN HILLS	UNIT 36-38	
HERAN BUILDING GROUP		



## BUILDING & DESIGN

- STANDARD SHALL BE READ IN ACCORDANCE WITH AUSTRALIAN STANDARDS - BCA - QUEENSLAND BUILDING ACT 1975 - BUILDING REGULATION 2006
- STRUCTURAL SUFFICIENCY, SAFETY, HEALTH AND AMENITY SHALL BE ACHIEVED IN ACCORDANCE WITH THE BUILDING CODE OF AUSTRALIA (BCA)
- TIMBER FRAMING SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH (1) A.S. 1684.2 - NON-CYCLONIC AREAS

## GENERAL NOTES

- FIGURE DIMENSIONS TAKE PREFERENCE TO SCALED DIMENSIONS
- INTERNAL DIMENSIONS BETWEEN WALL FRAMING DO NOT INCLUDE THE ALLOWANCE FOR LINING THICKNESS
- LINTELS UNDER ALL GIRDER TRUSSES SHALL BE CHECKED BY TRUSS SUPPLIER
- ANGLED WALL SHALL BE @ 45° UNLESS NOTED OTHERWISE

WIND CLASSIFICATION:

W.28 (N1)  W.33 (N2)

W.41 (N3)  W.50 (N4)

## TERMITE PROTECTION

- ALL TERMITE PROTECTION SHALL BE IN ACCORDANCE WITH A.S. 3660-2000

## SMOKE ALARMS

- SMOKE ALARMS SHALL BE LOCATED AND INSTALLED ON OR NEAR THE CEILING IN ACCORDANCE WITH PART 3.7.2 OF THE BCA & COMPLETELY WITH A.S. 3786
- THE ALARM SHALL BE CONNECTED TO CONSUMERS MAINS POWER

STEEL SECTION	MAX. CLEAR SPAN OF LINTEL (mm)
90X90X6 OEA	3010
90X90X8 OEA	3010
100X100X6 EA	3130
100X100X8 EA	3370
150X90X8 UA	4210
150X100X10 UA	4330

MIN. BEARING LENGTH AT EACH END OF LINTEL SHALL BE 150mm

## BALUSTRADES

- PROVISION OF BALUSTRADES SHALL BE IN ACCORDANCE WITH PART 3.9.2 OF THE BCA
- FOR ACCESS PATHWAYS, BALCONIES, LANDINGS, OR THE LIKE, THE HEIGHT OF CONTINUOUS BALUSTRADE SHALL BE 1000mm MIN. ABOVE THE FLOOR
- FOR STAIRS, THE HEIGHT SHALL BE 865mm MIN. ABOVE THE NOSING OF THE STAIR TREADS
- OPENING IN BALUSTRADES SHALL BE 125mm MAX. AND FOR STAIRS, THE OPENING ABOVE NOSING LINE SHALL BE 125mm MAX.

## SANITARY COMPARTMENTS

- CONSTRUCTION OF SANITARY COMPARTMENTS SHALL BE IN ACCORDANCE WITH PART 3.8.3 OF THE BCA
- THE DOOR TO SELF CONTAINED TOILET SUITE SHALL HAVE LIFT OFF HINGES

## ROOF, WALL & FLOOR FRAMING

- DESIGN & PLACEMENT OF TRUSSES WALL & FLOOR FRAMES SHALL BE IN STRICT ACCORDANCE WITH MANUFACTURERS CERTIFIED DESIGN DOCUMENTS

## TIMBER WALL FRAMING

N2 (W33 N) A.S. 1684.2 - 2010	= 6000mm	N2 (W33 N) A.S. 1684.2 - 2010	= 6000mm
ROOF LOAD WIDTH (RLW)	= 6000mm	ROOF LOAD WIDTH (RLW)	= 6000mm
UP LOAD WIDTH (ULW)	= 90kg/m	UP LOAD WIDTH (ULW)	= 40kg/m
CONCRETE TILE ROOF	= 600c	METAL ROOF	= 600c
TRUSS SPACING	= 2400mm	TRUSS SPACING	= 2400mm
WALL HEIGHT	= 3600mm	WALL HEIGHT	= 2400mm
UPPER FLOOR LOAD WIDTH	= 450mm	UPPER FLOOR LOAD WIDTH	= 3600mm
FLOOR JOIST SPACING	= 450mm	FLOOR JOIST SPACING	= 450mm

## SINGLE OR UPPER STORY

STUDS (EXTERIOR)	70 x 35 MGP10 @ 450c (NOT NOTCHED)		
TOP PLATE	2/70 x 35- MGP12 (TRUSSES WITHIN 1.5 TIMES THE DEPTH OF THE PLATE FROM THE STUD)		
BOTTOM PLATE	70 x 35 MGP10 (CONTINUOUS SUPPORT)		
NOGGING	70 x 35 MGP10		
JAMB STUDS (INC. SECONDARY JAMB STUDS)	SIZE DxB mm	MAX OPENING (mm)	* PROVIDE AN ADDITIONAL JAMB STUD EACH SIDE FOR LINTELS SUPPORTING CONCENTRATED LOADS EG. GIRDER TRUSS
	2/70 x 35 MGP10	1000	
	3/70 x 35 MGP10	1800	
	4/70 x 35 MGP10	2800	
INT. NON-L/B STUDS (PLATES 70x35 MGP10)	70 x 35 MGP10 @ 600c		UP TO 2700 HIGH
	70 x 35 MGP10 @ 300c		UP TO 3600 HIGH

## LOWER STORY OR TWO STORIES

STUDS (EXTERIOR)	SHEET ROOF	TILE ROOF	
TOP PLATE	70 x 35 MGP10 @ 450c (NOT NOTCHED)	70 x 45 MGP12 @ 450c (NOT NOTCHED)	
BOTTOM PLATE	2/70 x 35 MGP12 (JOISTS WITHIN 1.5 TIMES THE DEPTH OF THE PLATE FROM THE STUD)		
NOGGING	70 x 35 MGP10 (CONTINUOUS SUPPORT)		
JAMB STUDS (INC. SECONDARY JAMB STUDS)	SIZE DxB mm	MAX OPENING (mm)	* PROVIDE AN ADDITIONAL JAMB STUD EACH SIDE FOR LINTELS SUPPORTING CONCENTRATED LOADS EG. GIRDER TRUSS
	3/70 x 35 MGP10	1500	
	4/70 x 35 MGP10	2100	
INT. NON-L/B STUDS (PLATES 70x35 MGP10)	70 x 35 MGP10 @ 600c		UP TO 2700 HIGH
	70 x 35 MGP10 @ 300c		UP TO 3600 HIGH
FRAMING (FLOOR LOAD ONLY) - 70 x 35 MGP10 STUDS @ 450c - 70 x 35 MGP12 TOP PLATE			

## FIXING & TIE DOWN DESIGN

POSITION OF TIE-DOWN CONNECTION	FIXING TYPE (IN ADDITION TO NOMINAL FIXINGS)	FIXING TYPE (IN ADDITION TO NOMINAL FIXINGS)
TRUSS TO TOP PLATE / BEAM	AS PER MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS	AS PER MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS
RAFTER TO TOP PLATE / BEAM	NOMINAL	2 x FRAMING ANCHORS
TOP / BOTTOM PLATE TO STUDS / LINTELS	NOMINAL	1/1M.12 ROD @ 1800c MAX. SIDES OF OPENING & CORNERS
SIDES OF OPENING	NOMINAL	THREADED ROD EACH END
TOP / BOTTOM PLATE TO SLAB	NOMINAL	1/1M.12 ROD @ 1800c MAX. SIDES OF OPENING & CORNERS
BOTTOM PLATE TO L / S TOP PLATE	NOMINAL	1/1M.12 ROD @ 1800c MAX. SIDES OF OPENING & CORNERS
	* NOMINAL - REFER TO AS 1684.2 TABLE 9.4	
	LOWER STORY OF TWO STORY NOMINAL FIXING ONLY TO ALL CONNECTIONS	

No.	Description	Date

Project	Unit Type
MULTIPLE DWELLING UNITS	WESTPORT & Type B Triplex Manager

Location	Unit Number
PREC J GRIFFITH PLACE SEVEN HILLS	UNIT 36-38

Client	Project Number	Drawing Number	Revision
HERAN BUILDING GROUP	5036	APP 04	

ABN 22 010 071 744  
DESIGNERS AND BUILDERS  
OF QUALITY HOMES EST. 1962

301/50 MARINE PARADE  
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P 07 5528 0111  
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HERAN BUILDING GROUP PTY. LTD.

Sheet Name

Scale

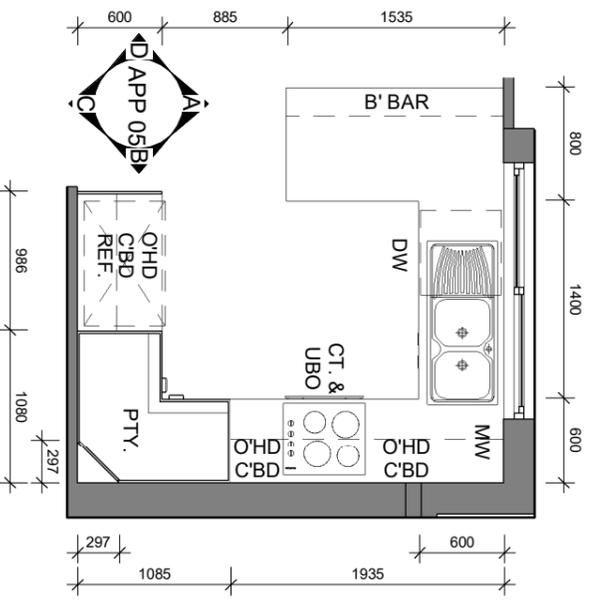
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Date

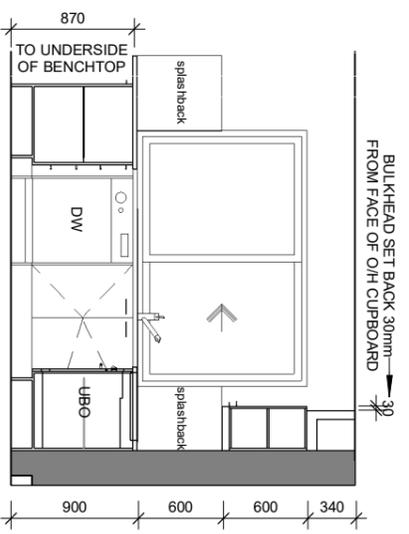
Project Number

Drawing Number

Revision

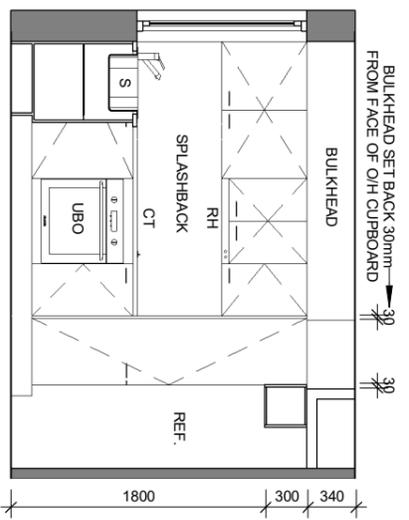


**1** KITCHEN PLAN DETAIL  
APP 05 SCALE - 1 : 50

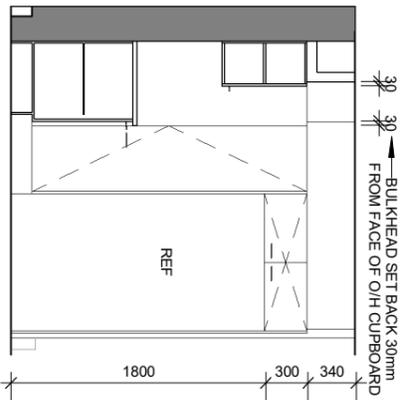


**A** KITCHEN A  
APP 05 SCALE - 1 : 50

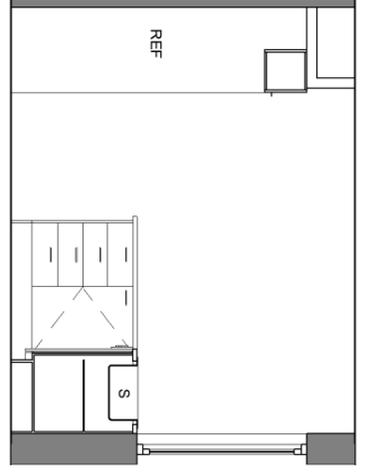
**RANGEHOOD NOTE:**  
- RANGEHOOD DUCTED TO EXTERNAL WALL



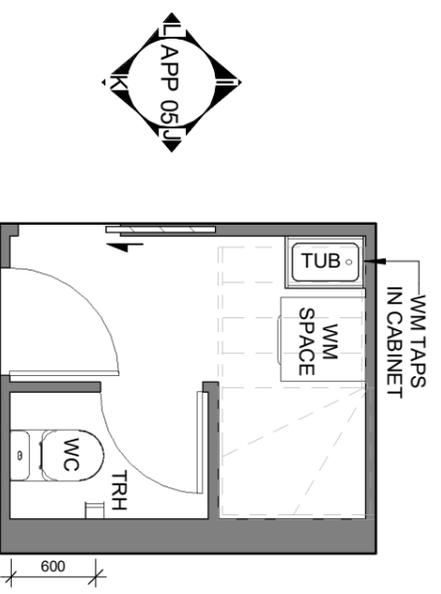
**B** KITCHEN B  
APP 05 SCALE - 1 : 50



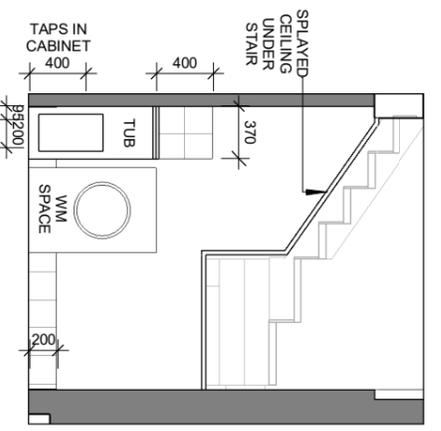
**C** KITCHEN C  
APP 05 SCALE - 1 : 50



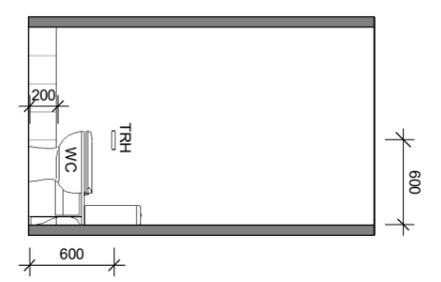
**D** KITCHEN D  
APP 05 SCALE - 1 : 50



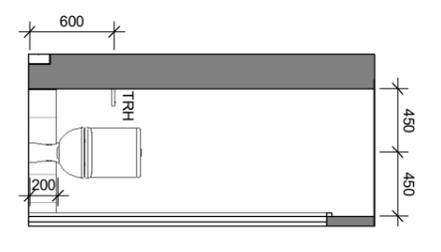
**2** L'DRY-WC PLAN DETAIL  
APP 05 SCALE - 1 : 50



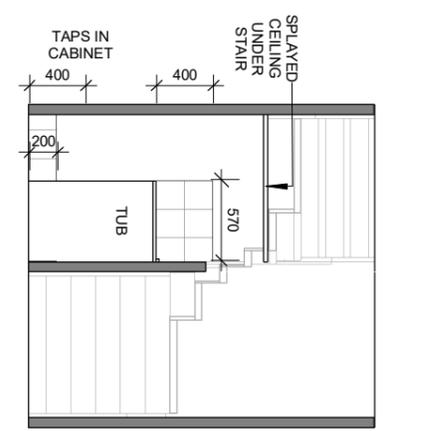
**I** LAUNDRY I  
APP 05 SCALE - 1 : 50



**J** WCL  
APP 05 SCALE - 1 : 50



**K** WCK  
APP 05 SCALE - 1 : 50



**L** LAUNDRY J  
APP 05 SCALE - 1 : 50

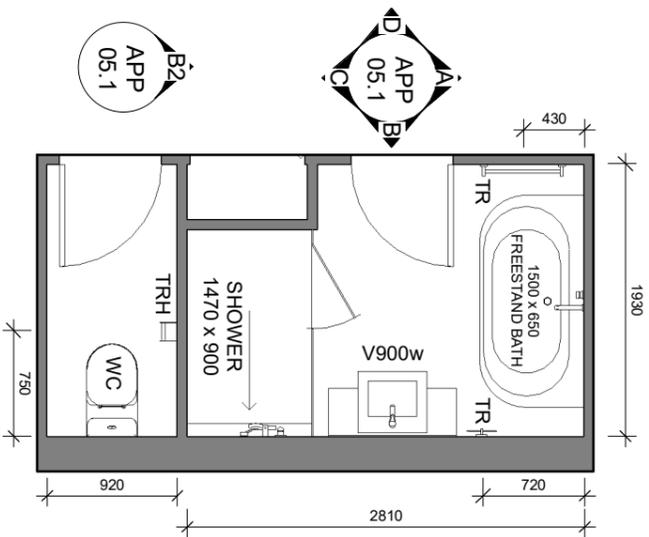


No.	Description	Date
1	BA ISSUE	30.11.20

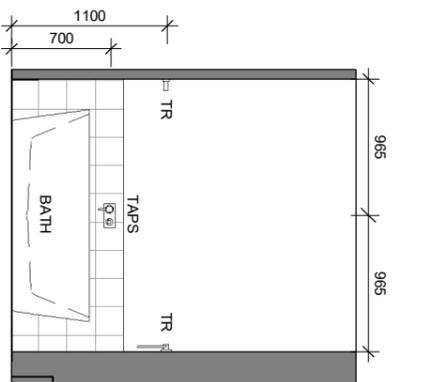
Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		WESTPORT & Type B Triplex Manager		WET AREA DETAILS (GF WESTPORT)	
Location		Unit Number		Scale	
PREC J GRIFFITH PLACE SEVEN HILLS		UNIT 36-38		1 : 50	
Client		Project Number		Drawn by	
HERAN BUILDING GROUP		5036		TB	
				Date	
				NOV 2020	
				Revision	
				1	

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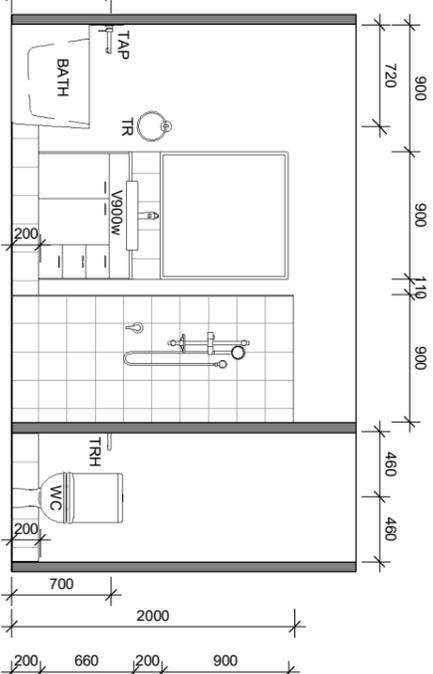
S:\IT\Town House Development\1\_Current\ClearView\_Terrace\_Seven Hills\_Qld\10 - BA\Plan\BUILDING PLANS\PRECINCT JUSTICE 2\UNIT 36-38\WESTPORT EASTPORT TRIPLEX\_MANAGER.rvt



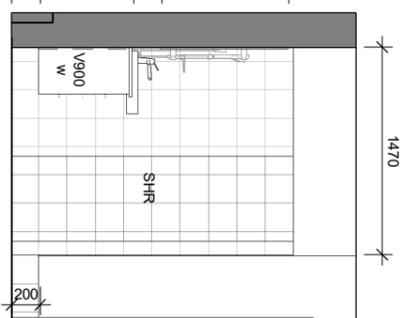
**1 BATH PLAN DETAIL (WESTPORT)**  
APP 05.1 SCALE - 1 : 50



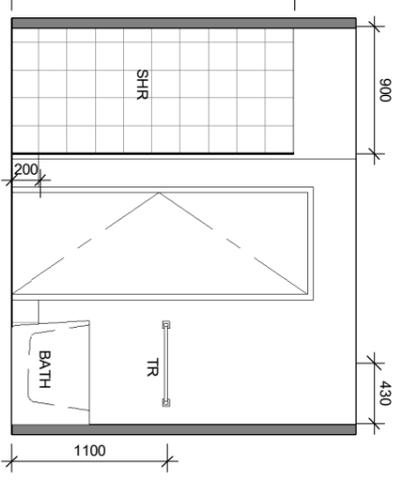
**A BATH A**  
APP 05.1 SCALE - 1 : 50



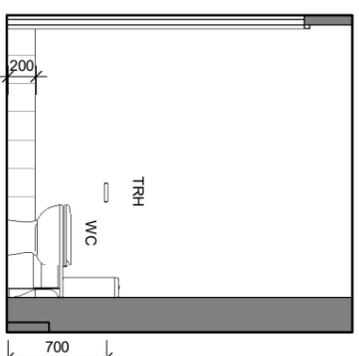
**B BATH B**  
APP 05.1 SCALE - 1 : 50



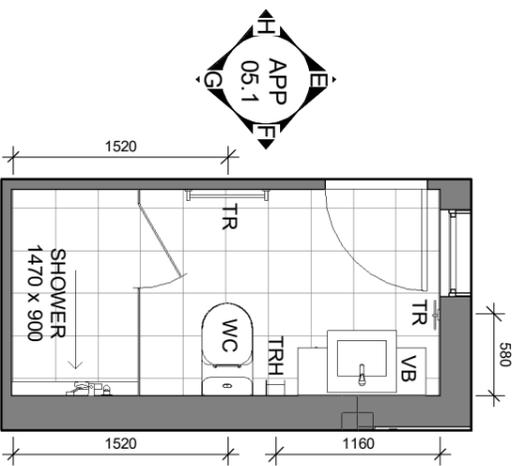
**C BATH C**  
APP 05.1 SCALE - 1 : 50



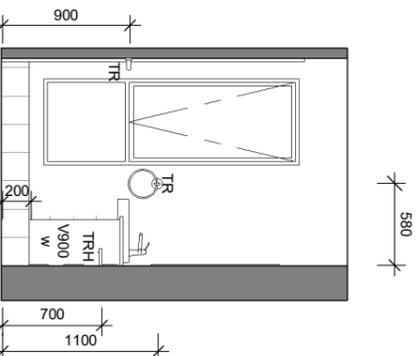
**D BATH D**  
APP 05.1 SCALE - 1 : 50



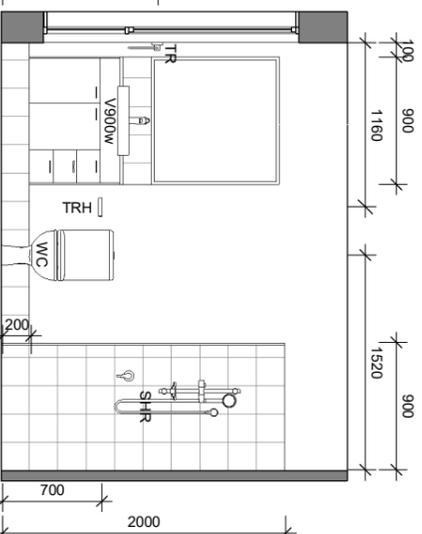
**B2 WC B2**  
APP 05.1 SCALE - 1 : 50



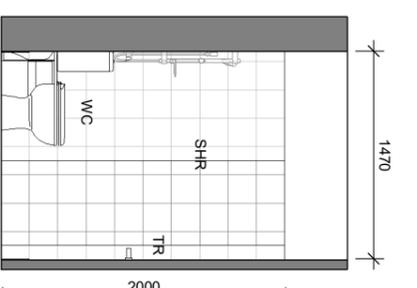
**2 ENSUITE PLAN DETAIL (WESTPORT)**  
APP 05.1 SCALE - 1 : 50



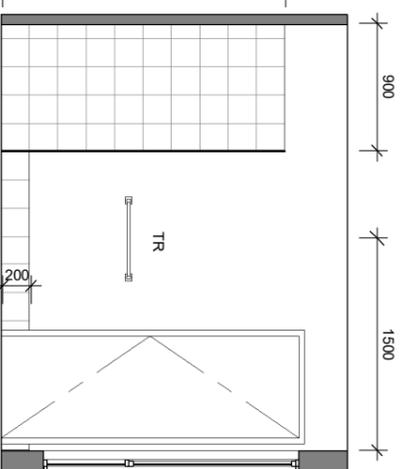
**E ENSUITE E**  
APP 05.1 SCALE - 1 : 50



**F ENSUITE F**  
APP 05.1 SCALE - 1 : 50



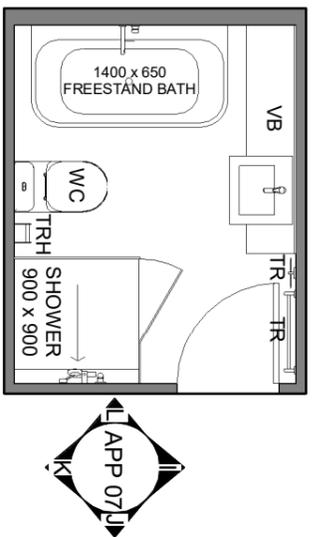
**G ENSUITE G**  
APP 05.1 SCALE - 1 : 50



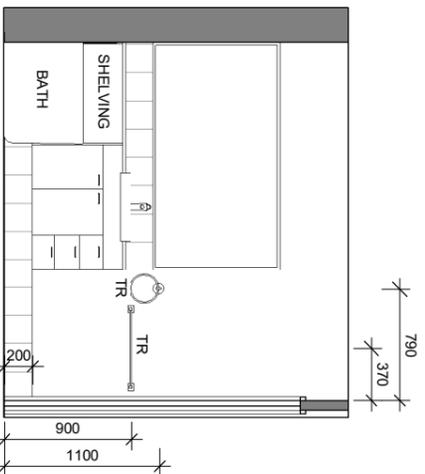
**H ENSUITE H**  
APP 05.1 SCALE - 1 : 50

No.	Description	Date
1	BA ISSUE	30/11/20

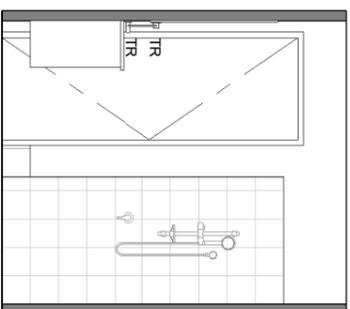
Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	WESTPORT & Type B Triplex Manager	WET AREAS DETAILS (FF WESTPORT)
Location	Unit Number	Scale
PREC J GRIFFITH PLACE SEVEN HILLS	UNIT 36-38	1 : 50
Client	Project Number	Drawn by
HERAN BUILDING GROUP	5036	TB
		Date
		NOV 2020
		Revision
		1



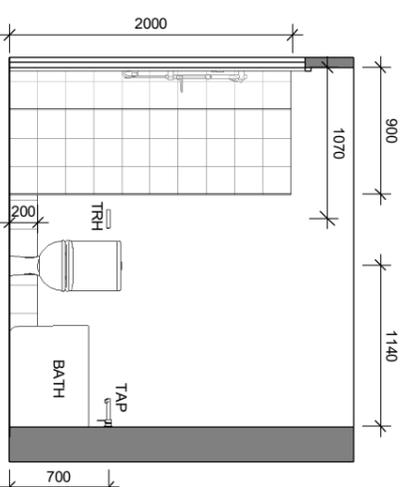
**1** BATH PLAN DETAIL (UNIT TYPE B)  
APP 07 SCALE - 1 : 50



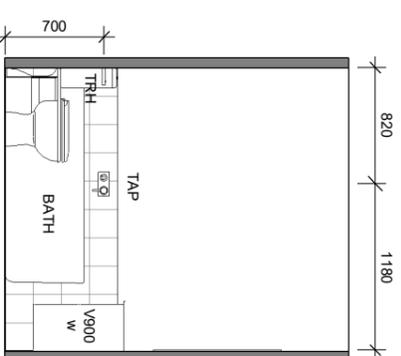
**I** BATH I  
APP 07 SCALE - 1 : 50



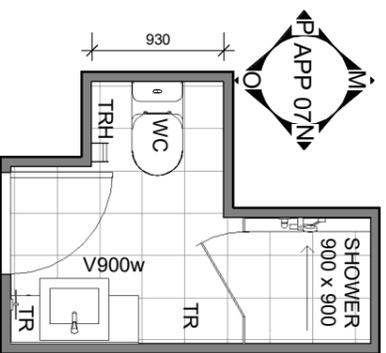
**J** BATH J  
APP 07 SCALE - 1 : 50



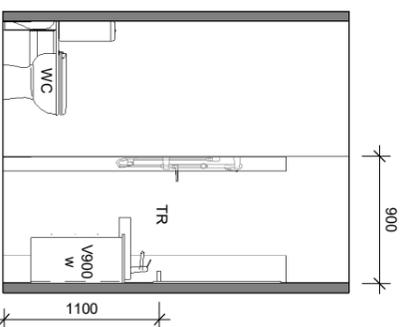
**K** BATH K  
APP 07 SCALE - 1 : 50



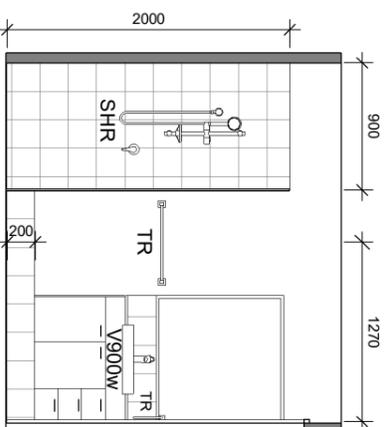
**L** BATH L  
APP 07 SCALE - 1 : 50



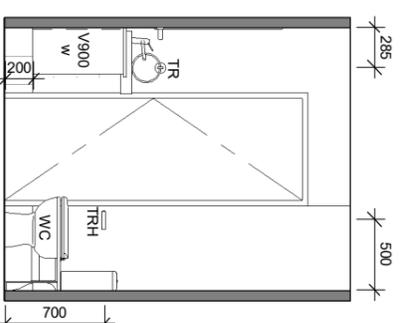
**2** ENSUITE PLAN DETAIL (UNIT TYPE B)  
APP 07 SCALE - 1 : 50



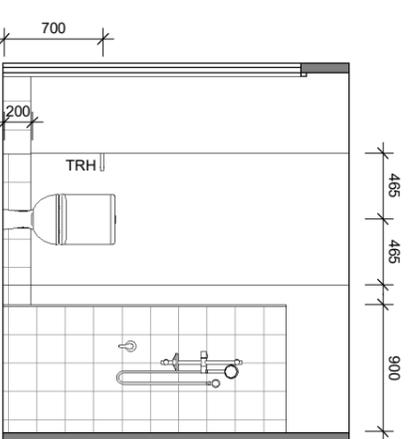
**M** ENSUITE M  
APP 07 SCALE - 1 : 50



**N** ENSUITE N  
APP 07 SCALE - 1 : 50



**O** ENSUITE O  
APP 07 SCALE - 1 : 50



**P** ENSUITE P  
APP 07 SCALE - 1 : 50

No.	Description	Date
1	BA ISSUE	30/11/20

Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		WESTPORT & Type B Triplex_Manager		WET AREA DETAILS (FF EASTPORT TYPE B)	
Location		Unit Number		Scale	
PREC J GRIFFITH PLACE SEVEN HILLS		UNIT 36-38		1 : 50	
Client		Project Number		Drawn by	
HERAN BUILDING GROUP		5036		TB	
				Date	
				NOV 2020	
				Revision	
				1	



# ELECTRICAL LEGEND PER UNIT WESTPORT

○	LED DOWNLIGHT	26
⊕	CEILING LIGHT	1
△	WALL LIGHT	1
☒	HEAT FAN / LIGHT	2
X <sup>2</sup>	LIGHT SWITCH - 2 WAY	4
GGE	GGE DOOR SWITCH ON WALL	1
☼	CEILING FAN	6
▼	SINGLE POWER POINT	6
▼▼	DOUBLE POWER POINT	20
WP	WP SINGLE POWER POINT	1
OVEN	OVEN POWER POINT	1
R/H	RANGE HOOD POWER POINT	1
☼	EXHAUST FAN	3
⊕TV	TELEVISION OUTLET	2
⊕CTV	CABLE TELEVISION OUTLET	2
PHONE	PHONE POINT	3
☼	SMOKE DETECTORS	6
☼	A/C CIRCUIT	1
☼	A/C VENT	5
⊕	ANTENNA	1
▼	SINGLE (NBN) POWER POINT	1
HMS	ELECTRIC HOT WATER UNIT	1
AC UNIT	AIR CONDITIONING UNIT (INTERNAL)	1
AC-EXTERNAL	AIR CONDITIONING UNIT (EXTERNAL)	1

## GENERAL NOTES:

- FLOOR LAYOUT + DIMENSIONS + NOTATION EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXTEND ALL RELEVANT MECHANICAL VENTILATION ON LOWER LEVELS TO EXIT TO THE OUTSIDE OF THE BUILDING.
- CONTRACTOR TO COMPLY WITH ALL RELEVANT STANDARDS & CODES. LAYOUT SHOWN IS INDICATIVE ONLY.

## SMOKE ALARM NOTE:

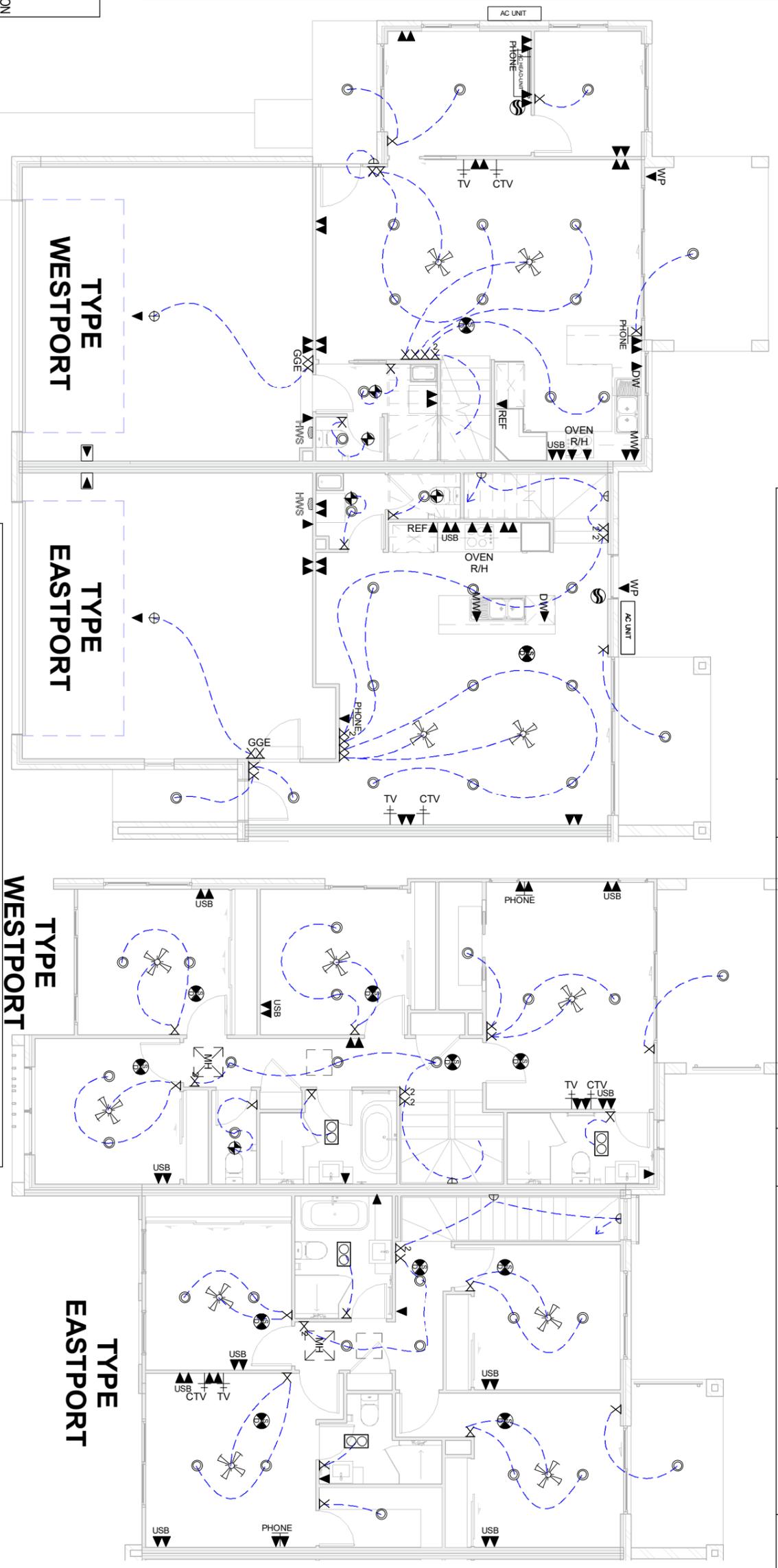
- SMOKE ALARM TO BE INSTALLED & POSITIONED IN ACCORDANCE TO NCC REQUIREMENTS & TO COMPLY WITH A.S. 1670.6 - 1997: Fire detection, warning, control and intercom systems - System design, installation and commissioning - Smoke alarms (ALARM TO BE CONNECTED TO CONSUMERS MAIN POWER SUPPLY)

## SUSTAINABILITY COMPLIANCE:

- DOUBLE 5A RATED SHOWER ROSES: DUAL FLUSH TOILETS (6 LITRE FULL FLUSH / 3 LITRE HALF FLUSH)
- 500kpa WATER PRESSURE-LIMITING DEVICES.
- FLUORESCENT OR COMPACT FLUORESCENT LIGHTING TO MIN. 40% OF DWELLING INTERNAL FLOOR SPACE

# ELECTRICAL LEGEND PER UNIT EASTPORT

○	LED DOWNLIGHT	29	▼▼	DOUBLE POWER POINT	14	☼	SMOKE DETECTORS	6
⊕	CEILING LIGHT	1	WP	WP SINGLE POWER POINT	1	☼	A/C CIRCUIT	1
△	WALL LIGHT	2	OVEN	OVEN POWER POINT	1	☼	A/C VENT	5
☒	HEAT FAN / LIGHT	2	R/H	RANGE HOOD POWER POINT	1	⊕	ANTENNA	1
X <sup>2</sup>	LIGHT SWITCH - 2 WAY	6	☼	EXHAUST FAN	2	▼	SINGLE (NBN) POWER POINT	1
GGE	GGE DOOR SWITCH ON WALL	1	⊕TV	TELEVISION OUTLET	2	HMS	ELECTRIC HOT WATER UNIT	1
☼	CEILING FAN	6	PHONE	PHONE POINT	2	AC UNIT	AIR CONDITIONING UNIT (INTERNAL)	1
▼	SINGLE POWER POINT	4	AC-EXTERNAL	AIR CONDITIONING UNIT (EXTERNAL)	1			



**1** GROUND FLOOR ELECTRICAL PLAN  
SCALE - 1 : 100

**2** FIRST FLOOR ELECTRICAL PLAN  
SCALE - 1 : 100

## NBN NOTE:

- PROVIDE POWER POINT AND CONDUIT FOR NBN CONNECTION IN ACCORDANCE WITH NBN CO PREPARATION AND INSTALLATION GUID FOR SDUS AND MDUS. PROVIDE CAT6 NETWORK CABLE TO ALL UNITS.



**HERAN**  
BUILDING GROUP PTY. LTD.  
DESIGNERS AND BUILDERS  
OF QUALITY HOMES EST. 1952  
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F. 07 5528 0333

No.	Description	Date
1	BA ISSUE	30/11/20

Project: **MULTIPLE DWELLING UNITS** Unit Type: **WESTPORT & Type B Triplex Manager** Sheet Name: **ELECTRICAL LAYOUT**

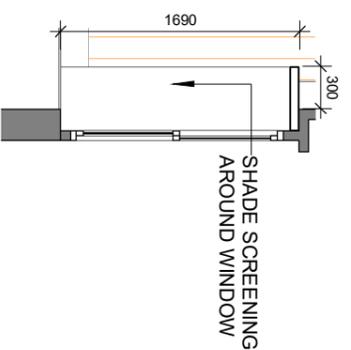
Location: **PREC J GRIFFITH PLACE SEVEN HILLS** Unit Number: **UNIT 36-38** Scale: **1 : 100** Drawn by: **TB** Date: **NOV 2020**

Client: **HERAN BUILDING GROUP** Project Number: **5036** Drawing Number: **APP 08** Revision: **1**

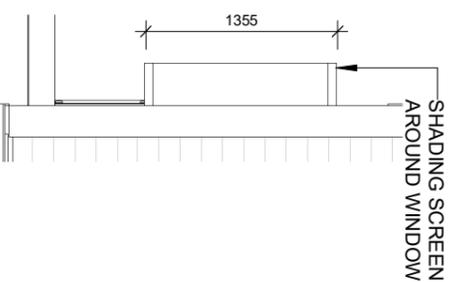




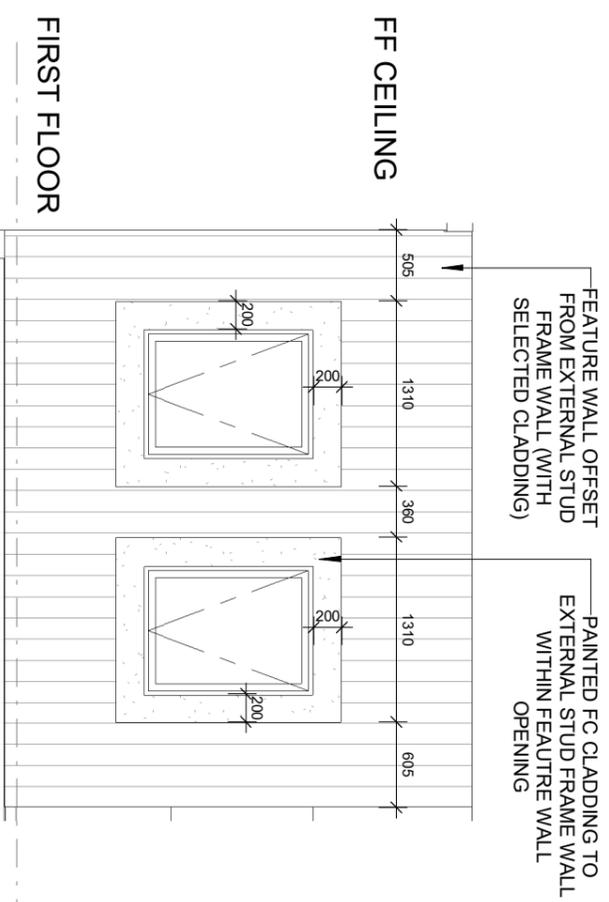




**2** SHADING SCREEN PLAN DETAIL  
APP 11 SCALE - 1 : 50



**3** SHADING SCREEN ELEVATION DETAIL  
APP 11 SCALE - 1 : 50



**1** FACADE ELEVATION DETAIL  
APP 11 SCALE - 1 : 50

No.	Description	Date

Project		Unit Type		Sheet Name	
<b>MULTIPLE DWELLING UNITS</b>		<b>WESTPORT &amp; Type B Triplex Manager</b>		<b>DETAILS</b>	
Location		Unit Number		Scale	
PREC J GRIFFITH PLACE SEVEN HILLS		UNIT 36-38		1 : 50	
Client		Project Number		Drawn by	
HERAN BUILDING GROUP		5036		TB	
				Date	
				NOV 2020	
				Revision	



ABN 22 010 071 744  
DESIGNERS AND BUILDERS  
OF QUALITY HOMES EST. 1952  
301/50 MARINE PARADE  
SOUTHPORT QLD 4215  
P. 07 5528 0111  
F. 07 5528 0333



## **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]

# Luxury inclusions

## Kitchen

- Bench Top** Manufactured stone (square edge) top
- Doors** Two pac with soft close hinges
- Splash Back** Tile
- Kitchen Sink** Stainless steel sink with mixer tapware
- Appliances** European stainless steel multi-function pyrolytic oven, induction cooktop, rangehood and integrated dishwasher & built in microwave

## Bathrooms

- Showers** Semi frameless glass shower screen with pivot action door where applicable
- Bath** Freestanding
- Vanities** Manufactured stone top with two pac cabinets, semi-recessed basin or similar with mixer tapware
- Toilets** Water saving dual flush cisterns to WC's
- Laundry** 30L slimline tub with quality taps

**Totally liveable & all backed by Heran's twelve month maintenance & six and a half year statutory warranty (QBCC)**

## Outdoor

- Brick** Combination render and face brick features
- Roof** Colorbond sheeting
- Framing** Pine frame & roof trusses
- Garage** Sectional overhead door with remote control unit
- Windows & Sliding Doors** Powder coat aluminium with barrier screens (downstairs only)
- Termite Protection** Penetrations and perimeter system
- Hot Water System** Instantaneous electric HWS
- Courtyard** Private fully fenced
- Clothes Line** Wall mounted
- Amenities** Shared pool and BBQ area
- Landscaping** Professional landscaping
- Driveways** Concrete driveways (exposed) or pavers

## Indoor

- Air-Conditioning** Ducted throughout with day/night function
- Ceiling Fans** To all bedrooms
- Electrical** Telephone & TV points, earth leakage safety switch, smoke detectors and generous amount of lighting and power points, LED strip lights to kitchen and bathrooms.
- Insulation** Minimum R2.5 ceiling batts
- Paint** Washable paint to walls
- Doors** Modern flush panel with stylish door furniture
- Robes** Mirror sliding doors with built-in cabinetry
- Stairs** Stained timber with stainless steel wire or glass balustrade
- Blinds** Venetians and roller blinds throughout
- Flooring** Porcelain tiles, timber & carpet

\*PLEASE NOTE: Proposed 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 from October 2019.



**SCHEDULE 3**

**Body Corporate Budget for First Year**

**Schedule of Lot Entitlements**

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

**CLEARVIEW URBAN VILLAGE - SOUTH PRECINCT  
PROPOSED BUDGET - STAGE TWO**

**ADMINISTRATION FUND**

**Expenses**

Bank Charges	75.00	
Caretaker Fees	26,000.00	
Cleaning Materials	75.00	
Communications and Outlays	1,620.00	
Community Power	2,350.00	
Fees and Permits	75.00	
Fire Hydrants	350.00	
Pest Control	2,200.00	
Secretarial Fees	3,780.00	
Sundries	350.00	
Tax returns	200.00	
Telephone	165.00	
Repairs and maintenance		
- Building	850.00	
- Electrical	350.00	
- Gardens and Grounds Materials	200.00	
- Plumbing	200.00	
- Pool chemicals	<u>900.00</u>	2,500.00

<b>Sub Total</b>	<b>39,740.00</b>
<b>GST</b>	<b>3,974.00</b>
<b>TOTAL</b>	<b><u><u>43,714.00</u></u></b>

<b>AGGREGATE CONTRIBUTION SCHEDULE LOT ENTITLEMENTS</b>	<b>1598</b>
<b>LEVY PER LOT ENTITLEMENT PER ANNUM</b>	<b>27.36</b>
<b>LEVY PER LOT ENTITLEMENT PER WEEK</b>	<b>0.53</b>

**SINKING FUND**

Provision for Future Expenditure	11,465.00
<b>GST</b>	<b>1,146.50</b>
<b>TOTAL</b>	<b><u><u>12,611.50</u></u></b>
<b>LEVY PER LOT ENTITLEMENT PER ANNUM</b>	<b>7.89</b>
<b>LEVY PER LOT ENTITLEMENT PER WEEK</b>	<b>0.15</b>

**INSURANCE**

Insurances - Building and Public Liability	11,082.00
<b>GST</b>	<b>1,108.20</b>
<b>TOTAL</b>	<b><u><u>12,190.20</u></u></b>
<b>AGGREGATE INTEREST SCHEDULE LOT ENTITLEMENTS</b>	<b>15374</b>
<b>LEVY PER LOT ENTITLEMENT PER ANNUM</b>	<b>0.79</b>
<b>LEVY PER LOT ENTITLEMENT PER WEEK</b>	<b>0.02</b>

**CLEARVIEW URBAN VILLAGE - SOUTH PRECINCT  
SCHEDULE OF LOT ENTITLEMENTS**

LOT NUMBER	ENTITLEMENTS		ADMIN FUND	SINKING FUND	INSURANCE	*Caretaker's	*Body Corporate	LEVY	
	CONTRIBUTION	INTEREST	PER ANNUM	PER ANNUM	PER ANNUM	Fee pa	Manager's Fee pa	PER ANNUM	PER WEEK
1	60	405	1,641.33	473.52	321.13	1,073.84	156.12	2,435.98	46.85
2	59	397	1,613.97	465.63	314.79	1,055.94	153.52	2,394.39	46.05
3	59	397	1,613.97	465.63	314.79	1,055.94	153.52	2,394.39	46.05
4	59	397	1,613.97	465.63	314.79	1,055.94	153.52	2,394.39	46.05
5	60	403	1,641.33	473.52	319.54	1,073.84	156.12	2,434.39	46.82
6	60	403	1,641.33	473.52	319.54	1,073.84	156.12	2,434.39	46.82
7	59	398	1,613.97	465.63	315.58	1,055.94	153.52	2,395.18	46.06
8	59	398	1,613.97	465.63	315.58	1,055.94	153.52	2,395.18	46.06
9	59	398	1,613.97	465.63	315.58	1,055.94	153.52	2,395.18	46.06
10	60	403	1,641.33	473.52	319.54	1,073.84	156.12	2,434.39	46.82
11	60	403	1,641.33	473.52	319.54	1,073.84	156.12	2,434.39	46.82
12	59	398	1,613.97	465.63	315.58	1,055.94	153.52	2,395.18	46.06
13	59	398	1,613.97	465.63	315.58	1,055.94	153.52	2,395.18	46.06
14	59	398	1,613.97	465.63	315.58	1,055.94	153.52	2,395.18	46.06
15	60	406	1,641.33	473.52	321.92	1,073.84	156.12	2,436.77	46.86
16	59	412	1,613.97	465.63	326.68	1,055.94	153.52	2,406.28	46.27
17	59	400	1,613.97	465.63	317.16	1,055.94	153.52	2,396.77	46.09
18	59	400	1,613.97	465.63	317.16	1,055.94	153.52	2,396.77	46.09
19	59	400	1,613.97	465.63	317.16	1,055.94	153.52	2,396.77	46.09
20	58	403	1,586.62	457.74	319.54	1,038.05	150.92	2,363.90	45.46
33	59	406	1,613.97	465.63	321.92	1,055.94	153.52	2,401.52	46.18
34	59	400	1,613.97	465.63	317.16	1,055.94	153.52	2,396.77	46.09
35	59	409	1,613.97	465.63	324.30	1,055.94	153.52	2,403.90	46.23
36	59	412	1,613.97	465.63	326.68	1,055.94	153.52	2,406.28	46.27
37	59	406	1,613.97	465.63	321.92	1,055.94	153.52	2,401.52	46.18
38	60	417	1,641.33	473.52	330.64	1,073.84	156.12	2,445.49	47.03
Bal Lot	58	4907	1,586.62	457.74	3,890.81	1,038.05	150.92	5,935.16	114.14
	<b>1598</b>	<b>15374</b>	<b>43,714.00</b>	<b>12,611.50</b>	<b>12,190.20</b>	<b>28,600.00</b>	<b>4,158.00</b>	<b>68,515.70</b>	<b>1,317.61</b>

\*Note: These figures are already included in the Administration contributions



## 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

*Office use only*  
CMS LABEL NUMBER

**This statement incorporates and must include the following:**

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

**1. Name of community titles scheme**  
Clearview Urban Village – South Precinct Community Titles Scheme 53943

**2. Regulation module**  
Accommodation Module

**3. Name of body corporate**  
Body Corporate for Clearview Urban Village – South Precinct Community Titles Scheme 53943

<b>4. Scheme land</b>	Title Reference
Lot on Plan Description	
Lots 1 – 15 on SP 308027	51232291-51232305
Lots 16 – 20 on SP 308028	title to issue
Lots 33 – 38 & 501 on SP 308028	title to issue
Common Property of Clearview Urban Village - South Precinct CTS 53943	

**5. #Name and address of original owner**  
Not Applicable

**6. Reference to plan lodged with this statement**  
SP 308028

# 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 Clearview Urban Village – South Precinct Community Titles Scheme 53943

/ /  
**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>.

<b>SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS</b>		
<b>Lot on Plan</b>	<b>Contribution</b>	<b>Interest</b>
Lot 1 on SP 308027	60	405
Lot 2 on SP 308027	59	397
Lot 3 on SP 308027	59	397
Lot 4 on SP 308027	59	397
Lot 5 on SP 308027	60	403
Lot 6 on SP 308027	60	403
Lot 7 on SP 308027	59	398
Lot 8 on SP 308027	59	398
Lot 9 on SP 308027	59	398
Lot 10 on SP 308027	60	403
Lot 11 on SP 308027	60	403
Lot 12 on SP 308027	59	398
Lot 13 on SP 308027	59	398
Lot 14 on SP 308027	59	398
Lot 15 on SP 308027	60	406
Lot 16 on SP 308028	59	412
Lot 17 on SP 308028	59	400
Lot 18 on SP 308028	59	400
Lot 19 on SP 308028	59	400
Lot 20 on SP 308028	58	403
Lot 33 on SP 308028	59	406
Lot 34 on SP 308028	59	400
Lot 35 on SP 308028	59	409
Lot 36 on SP 308028	59	412
Lot 37 on SP 308028	59	406
Lot 38 on SP 308028	60	417
Lot 501 on SP 308028	58	4907
<b>TOTALS</b>	1598	15374

#### **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 for all the lots in the scheme are equal.

#### **CALCULATION OF THE INTEREST SCHEDULE LOT ENTITLEMENTS**

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

#### **SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

1. It is proposed that there will be only one (1) Body Corporate, the Body Corporate for the Clearview Urban Village – South Precinct Community Title Scheme, and that the Scheme Land will be developed by sub-division into Common Property and a total of 38 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) Stage 1 – part of the Scheme Land will be sub-divided by building format plan into fifteen (15) 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 eleven (11) lots for residential purposes and lot 501 (“Balance Lot”) which will be further sub-divided to create the remaining stage/s of the Development; and
- (c) Stage 3 – the Balance Lot will be sub-divided by a building format plan into twelve (12) lots for residential purposes.
4. The proposed entitlements of the remaining stages will be as set out below.

<b>STAGE 3</b>		
<b>Lot on Plan</b>	<b>Contribution</b>	<b>Interest</b>
Lot 21 on SP XX	1	1
Lot 22 on SP XX	1	1
Lot 23 on SP XX	1	1
Lot 24 on SP XX	1	1
Lot 25 on SP XX	1	1
Lot 26 on SP XX	1	1
Lot 27 on SP XX	1	1
Lot 28 on SP XX	1	1
Lot 29 on SP XX	1	1
Lot 30 on SP XX	1	1
Lot 31 on SP XX	1	1
Lot 32 on SP XX	1	1

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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**1 NOISE**

- 1.1 The Owner or Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

**2 VEHICLES AND PARKING**

- 2.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
- (a) park a vehicle, or allow a vehicle to stand, on the Common Property, or
  - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
- 2.2 An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking. However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the Owner or Occupier, with the exception of designated visitor parking.
- 2.3 Despite any other By-law, designated visitor parking must remain available at all times for the sole use of visitor vehicles.
- 2.4 The Body Corporate has the right to have any vehicle parked contrary to these By-laws towed at the vehicle at the owner's expense.
- 2.5 Visitor parking spaces are to be clearly line-marked "Visitor" or similar to reflect their use.

**3 OBSTRUCTION**

- 3.1 The Owner or Occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.

**4 DAMAGE TO LAWNS ETC**

- 4.1 The Owner or Occupier of a Lot must not:
- (a) damage any lawn, garden, tree, shrub, plant or flower on the Common Property; or
  - (b) use a part of the Common Property as a garden without the written approval of the Body Corporate.
- 4.2 An approval under subsection (1) must state the period for which it is given.
- 4.3 However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the Owner or Occupier.

**5 DAMAGE TO COMMON PROPERTY**

- 5.1 An Owner or Occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into or otherwise damage or deface a structure that forms part of the Common Property
- 5.2 However, an Owner or Occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects if the device or screen is soundly built and is consistent with the colour, style and materials of the Building.
- 5.3 The Owner or Occupier must keep a device installed under subsection (2) in good order and repair.

**6 SECURITY SYSTEMS**

6.1 The Body Corporate shall be responsible for the maintenance and up-keep of all security systems on Scheme Land and may make rules in relation to the security system from time to time by way or ordinary resolution in a general meeting.

6.2 At no time shall the Body Corporate be responsible to the Owner or Occupier (and they shall not be entitled to make claim for compensation or damages) in the event of a failure of all or any of the security systems on the Scheme Land to operate in the manner in which they were intended.

## **7 LEAVING OF RUBBISH ETC ON COMMON PROPERTY**

7.1 The Owner or Occupier of a Lot must not leave rubbish, dirt, dust or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else.

## **8 APPEARANCE OF LOT**

8.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot.

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

- (a) hang washing, towel, bedding, clothing or another cloth article if the article is visible from another Lot or the Common Property or from outside the Scheme Land; or
- (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property or from outside the Scheme Land.

## **9 STORAGE OF FLAMMABLE MATERIALS**

9.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.

9.2 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or for intended for use for domestic purposes.

9.3 However, this section does not apply to the storage of fuel in:

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

## **10 WASTE MANAGEMENT**

10.1 The Owner or Occupier acknowledge there is provision for Waste Management for the Scheme in the Development Approval.

10.2 The Body Corporate will ensure the Owners and Occupiers comply with the Waste Management requirements in accordance with the Development Approval.

10.3 The Owner or Occupier must:

- (a) comply with all local government local laws about disposal of garbage; and
- (b) ensure that the Owner or Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Owners or Occupiers of other Lots.

10.4 The Owner or Occupier must comply with all reasonable directions of the Caretaker in relation to the disposal of recyclable garbage.

- 10.5 Unless otherwise approved by Council, all waste collections must take place between 7.00 am and 6.00 pm.

## 11 KEEPING OF ANIMALS

- 11.1 Subject to section 181(1) of the Act an Owner or Occupier of a Lot must not, without the Body Corporate's written approval:

- (a) bring or keep an animal on the lot or the Common Property; or
- (b) permit an invitee to bring or keep an animal on the Lot or the Common Property.

- 11.2 The Owner or Occupier must obtain the Body Corporate's written approval before bringing or permitting an invitee to bring an animal onto the Lot or the Common Property and such approval may be given subject to certain terms and conditions as determined by the Committee from time to time.

## 12 OBJECTS KEPT ON COMMON PROPERTY

- 12.1 An Owner or Occupier must not leave any object of any description on the Common Property. In the event that objects are left on the Common Property, any Owner or Occupier shall immediately remove such object.

- 12.2 The Body Corporate shall have the right to remove and dispose of any item left on the Common Property.

## 13 USE OF LOTS

- 13.1 Subject to any exclusions contained in these By-laws an Owner or Occupier of a Lot shall not use that Lot or permit the same to be used otherwise than as a private residence 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 Scheme Land.

- 13.2 Despite sub-section 1, the Caretaker may occupy a Lot in the Scheme and operate a letting service and general caretaking operations from the designated Lot for Lots in the Scheme.

## 14 USE OF RADIOS ETC

- 14.1 An Owner or Occupier of a Lot shall not operate or permit to be operated upon the parcel 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.

## 15 STRUCTURAL ALTERATIONS TO THE INTERIOR OF LOTS

- 15.1 The manner and style of any structural fit out or structural alteration to the interior of any Lot must have the prior written approval of the Committee. The Committee shall be entitled to request plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a Lot shall provide all such plans and specifications PROVIDED HOWEVER that where kitchen facilities are to be installed an extraction system approved by the Committee and relevant Statutory Authorities must be installed.

## 16 ALTERATIONS TO THE EXTERIOR OF LOTS

- 16.1 Where an Owner proposes to carry out work, which will alter the exterior of any Lot, the Owner shall follow the procedure set out below:

- (a) Apply in writing to the Body Corporate outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same architectural standard as the Building.
- (b) The Body Corporate on behalf of the Owner shall submit to the architect nominated by the Committee from time to time the plans and specifications for his approval in writing. The Body Corporate will use its best

endeavours to ensure that the architect gives a decision promptly.

- (c) The approval of the architect to any plans and specifications shall be considered by the Committee, provided that the architect shall be entitled to approve such plans with appropriate variations. If the architect refuses to give any approval the Owner shall not be entitled to make the alterations proposed.
- (d) If the Architect approves such plans then the proposal will be submitted to a general meeting of the Body Corporate for permission to proceed with alterations.
- (e) Any costs associated with the procedure outlined above, including any fee from the architect, shall be paid by the Owner seeking to make the alteration.
- (f) The Owner must also obtain all necessary approvals from any other relevant authority.

## **17 BALCONIES, TERRACES, FENCES, PERGOLAS, SCREENS, EXTERNAL BLINDS OR AWNINGS**

- 17.1 An Owner or Occupier of a Lot shall not construct or permit the construction of any terrace, fence, pergola, screen, external blind or awning of any kind within or upon a Lot or on Common Property without the prior approval in writing of the Committee and/or approval from any other relevant authority. Such work must be carried out in a workmanlike manner and must not detract from the overall appearance of the Building.
- 17.2 The Owner of a Lot shall be responsible for the maintenance and repair of any fence which forms part of the Lot. The Body Corporate shall have the power to repair or replace such fence at the expense of the Lot Owner should the fence fall into disrepair.
- 17.3 All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures other than those consistent with the relevant Brisbane Planning Scheme Codes/Policies and clearly depicted on the approved drawings.

## **18 ALTERATIONS TO COMMON PROPERTY**

- 18.1 No alterations are to be made to the Common Property by the Owner or Occupier of a Lot without the written authority of the Committee.
- 18.2 Any alteration made to Common Property or fixture or fitting attached to Common Property by an Owner or Occupier of a Lot, whether made or attached with or without the approval of the Committee, shall, unless otherwise provided by resolution of general meeting or of a meeting of the Committee, be repaired and maintained by the Owner or Occupier for the time being of the Lot.
- 18.3 The Body Corporate will ensure any graffiti on the Common Property is removed as soon as possible to reduce its reoccurrence.

## **19 MAINTENANCE OF LOTS**

- 19.1 Each 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 other Lot owners through the accumulation of excess rubbish or otherwise. Maintenance of lawns and gardens that are located within the Lot, will be the responsibility of the Lot owner. All such lawns and gardens are to be mown regularly and kept well maintained.

## **20 REPLACEMENT OF GLASS**

- 20.1 Windows shall be kept clean by the Owner or Occupier of a Lot and promptly replaced by the Owner of the Lot with fresh glass of the same kind and weight as originally installed.

## **21 BEHAVIOUR OF INVITEES**

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

- 21.3 An Owner or Occupier of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the Lot or their invitees comply with the provisions of the By-Laws.
- 21.4 The duties and obligations imposed by these By-laws on an Owner or Occupier of a Lot shall be observed not only by the Owner or Occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier.
- 21.5 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 of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the Owner or Occupier of any Lot 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 or Occupier of the Lot at the time when the breach occurred.
- 21.6 An Owner or Occupier shall require their invitees to be quiet at all times when passing over Common Property after 11.00pm.

## **22 RECREATION AREAS**

- 22.1 All Owners and Occupiers when making use of the Recreation Areas must ensure:
- (a) that their invitees and guests do not use the Recreation Areas or any of them unless they or another Owner or Occupier accompanies them;
  - (b) that children below the age of sixteen (16) years are not in or around the Recreation Areas unless accompanied by an adult Owner or Occupier exercising effective control over them;
  - (c) that they and their invitees exercise caution at all times and not behave in a manner that is likely to interfere with the use and enjoyment of other Owners or Occupiers or their invitees;
  - (d) that they book any relevant Recreation Area through any reservation system that may be put in place by the Body Corporate and the Caretaker;
  - (e) that all users of the Recreation Areas comply with any rules (including signage) made from time to time by the Committee;
  - (f) that they or their invitees does not without proper authority operate, adjust or interfere with the operation of equipment associated with the Recreation Areas;
  - (g) they do not use the Recreation Areas between the hours of 11:00pm and 7:00am or such lawful hours as agreed to by the Committee and the Caretaker; and
  - (h) they and their invitees use any plant and equipment in accordance with the directions or instructions given by the Committee or the Caretaker.
- 22.2 All Owners and Occupiers of Lots acknowledge that the Body Corporate and the Caretaker may make rules from time to time regarding the use of the Recreation Area including the right to operate a reservation system.
- 22.3 The Recreation Area must only be used by the Owners and Occupiers of Lots and their guests or any other person or persons authorised by the Body Corporate.
- 22.4 Notwithstanding any other clause of these by-laws,
- (a) Rooftop areas may only be accessed between the hours of 8.00am and 9.00pm;

- (b) Guests must at all times be accompanied by Lot owners or occupiers in the roof top area;
- (c) The area must be left clean and tidy after use;
- (d) Access to the area must be properly secured at all times.

## **23 WINDOW TREATMENTS SUCH AS CURTAINS/SIMILAR VENETIAN BLINDS AND SHUTTERS**

- 23.1 An Owner or Occupier of a Lot shall not hang curtains visible from outside the Lot unless those curtains have a white backing or unless such colour and design have been approved by the Committee. An Owner or Occupier shall not install, renovate and/or replace a curtain backing or window treatment without having the colour and design of same approved by the Committee. In giving such approval, the Committee shall ensure so far as practicable that curtain backing and window treatment used in all units have colours that are sympathetic to the tones of the Building and present an aesthetic appearance when viewed from Common Property or any other Lot.

## **24 AUCTION SALES**

- 24.1 An Owner of a Lot shall not permit any auction sale to be conducted or to take place in the Owner's Lot or in the dwelling or upon the Scheme Land without prior approval in writing from the Committee.

## **25 CORRESPONDENCE AND REQUESTS TO THE SECRETARY OF THE BODY CORPORATE**

- 25.1 All complaints, applications or requests to the Body Corporate or its Committee shall be addressed in writing to the Secretary of the Body Corporate.
- 25.2 An Owner or Occupier of a Lot shall not give instructions to a Body Corporate contractor. All requests are to be submitted in writing to the Caretaker or Secretary.

## **26 COPY OF BY-LAWS TO BE PRODUCED UPON REQUEST**

Where any Lot or Common Property is leased or rented, otherwise than to an Owner of a Lot, the lessor or as the case may be, landlord shall cause to be produced to the Lessee or tenant for inspection a copy of the By-Laws.

## **27 RECOVERY OF COSTS**

- 27.1 An Owner shall pay on demand the whole of the Body Corporate costs and expenses (including Solicitor's costs on an indemnity basis) which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such owner of the Body Corporate pursuant to the Act.
- 27.2 The Body Corporate may charge and recover interest at an annual rate determined by the Body Corporate by ordinary resolution in general meeting on any unpaid levies or other monies payable by an Owner to the Body Corporate.
- 27.3 Any expense incurred by the Body Corporate in remedying any breach of the Act or the By-laws shall be deemed to be a debt due by the Owner of the Lot whose Occupier caused such expense to the Body Corporate.

## **28 POWER OF BODY CORPORATE COMMITTEE**

- 28.1 The Committee may make rules relating to the Common Property not inconsistent with these By-laws and the same shall be observed by the Owners and Occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.
- 28.2 The Committee may retain such agents and servants it deems appropriate in carrying out its duties.

## **29 AIR CONDITIONING**

- 29.1 No air conditioning system may be installed within a Lot or on Common Property without the prior written

approval of the Body Corporate. The Body Corporate may establish standards for the type, noise, disposal, vibration, method of installation, location of condensers, provision of air, water reticulation and the like associated with the installation of any air conditioning unit.

### **30 BULK SUPPLY OF ELECTRICITY OR OTHER UTILITY SERVICES**

- 30.1 The Body Corporate may supply electricity or other utility services for the benefit of an Owner or Occupier of a Lot and in such case this By-law shall apply.
- 30.2 The Body Corporate may purchase reticulated electricity or other services on the most economical basis for the whole of the Scheme Land from the relevant authority.
- 30.3 The Body Corporate may sell reticulated electricity or other services to Occupiers. Occupiers are not compelled to buy electricity or other services from the Body Corporate.
- 30.4 The Body Corporate must arrange for the installation of a separate electricity and/or other service meter for each Lot.
- 30.5 The Body Corporate is not required to supply to the Occupier of a Lot electricity or other service requirements beyond those requirements which the relevant authority could supply at a particular time.
- 30.6 Insofar as it is lawful, the price to be charged by the Body Corporate to an occupier of a Lot for the supply of electricity or other service will be the total of:
- (a) the price paid by the Body Corporate for the electricity or other service; and
  - (b) any additional cost incurred by the Body Corporate reading meters, issuing accounts and doing any other things required for the supply of electricity or other service.
- 30.7 The Body Corporate may render accounts to an Occupier supplied with electricity or other services under this By-law and such accounts are payable to the Body Corporate within 14 days of delivery of such accounts.
- 30.8 In respect of an account that has been rendered pursuant to these By-laws, the Occupier is liable jointly and severally with any person who was liable to pay that electricity or other service account when that Occupier of a Lot became the Occupier of the Lot.
- 30.9 In the event that a proper account for the supply of reticulated electricity or other service is not paid by the due date for payment the Body Corporate is entitled to:
- (a) 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
  - (b) disconnect the supply of reticulated electricity or other service to the relevant Lot.
- 30.10 The Body Corporate is not, under any circumstances whatsoever, responsible for or liable for any failure of the supply of electricity or other service due to breakdowns, repairs, maintenance, strikes, accidents or any other causes regardless of their class or description.
- 30.11 The Body Corporate may, from time to time, determine a security deposit to be paid by each Occupier who is entitled to the supply of reticulated electricity or other service as a guarantee against non-payment of accounts for the supply of reticulated electricity or other service.
- 30.12 In this By-law references to the Body Corporate include any person engaged by the Body Corporate to supply the services.

### **31 SALE OF LOTS**

- 31.1 Despite any other By-law the Original Owner, its agents and any person authorised by it may:

- (a) use any Lot it owns as a display Lot and sales Lot;
- (b) place any signs and other advertising and display material in and about the Lot and about the Common Property; and
- (c) together with persons authorised by it, pass over the Common Property to gain access to and degrees from any Lot.

31.2 Despite any other By-law any other Owner of a Lot may not erect any sign indicating the sale of a Lot within 12 months of registration of the Scheme.

### **32 PAY TELEVISION / BROADBAND / PHONE / FAX / MODEM / RECEIVERS / ANTENNAE**

32.1 The Committee has the power to allow a person to install cabling and associated items to allow the provision of cable or satellite television/computer/phone/fax/modem services to the Scheme Land and to enter into agreements with the providers of such services as deemed acceptable by the Committee from time to time.

32.2 Outside wireless and television aerials or antennae may not be erected without the written consent of the Committee.

### **33 RIGHT OF ENTRY**

33.1 An Owner or Occupier shall allow entry into their Lot by the Body Corporate and its authorised parties for all purposes including but not limited to the inspection of the interior of a Lot to test the electrical, gas or water installation or equipment and to trace and repair any leakage or defect in the installation or equipment (at the expense of the Owner in cases where such leakage or defect is due to any act or default of the Owner or their tenants, guests, servants and agents) associated with the Body Corporate, the Building and the By-laws upon reasonable notice. In the absence of any other special circumstances, twenty-four hours written notice shall be deemed reasonable.

33.2 Despite subsection 1, no notice shall be required in the case of emergency.

33.3 The Body Corporate shall ensure as little disruption is caused to the Owner or Occupier of a Lot as is reasonable in the circumstances when exercising any rights of entry.

### **34 CARETAKER'S AND LETTING AGENTS' EQUIPMENT**

34.1 Any Caretaker or letting agent appointed by the Body Corporate shall be entitled to install, maintain and replace any equipment on the Common Property reasonably required for the operation of any services allowed under any agreements with the Body Corporate including PABX, pool cleaning, vending machines and cleaning equipment

### **35 HARD SURFACE FLOORING AND NOISE TRANSMISSION**

35.1 The Owner or Occupier of a Lot shall not install within their Lot including any balcony area (if applicable) any floor treatment that is a hard surface e.g. timber or tile, without the consent of the Body Corporate. In granting its consent the Body Corporate may require compliance with and requirements of the Brisbane City Council or otherwise to meet good building practice, including complying with any Australian Standards.

35.2 Where the floor treatment of an area of a Lot, including a balcony area, is a hard surface the Occupier shall take reasonable steps to minimise the noise furniture and other like objects make when moved on that surface, particularly noise transmission through to adjacent Lots. The use of floor rugs and felt pads on furniture legs are examples of measures which should be taken to reduce such noise transmission.

35.3 Where an Owner or Occupier fails to comply with the terms of this By-law then the Owner or Occupier will at their expense remove any hard surface floor treatment upon receiving written notice from the Body Corporate.

**36 STORAGE AREAS**

- 36.1 An Owner or Occupier of a Lot shall not install any storage device on any part of their Lot or Exclusive Use Area without the consent of the Body Corporate.
- 36.2 In determining whether to grant its consent the Body Corporate may only consent to the installation of a storage device where:
- (a) the storage device complies with and has obtained all approvals required to be lawful; and
  - (b) does not impede quiet use and enjoyment of another Owner or Occupiers Lot or Exclusive Use Area.

**37 RESTRICTED ACCESS AREAS**

- 37.1 Any areas of the Common Property used for:
- (a) electrical substations, switchrooms, or control panels;
  - (b) fire service control panels;
  - (c) telephone exchanges; and
  - (d) other services to the Lots, Common Property and Exclusive Use Areas (or any of them)
- may be kept locked by the Committee (or its appointed representative) unless otherwise required by law. Persons may not enter or open such locked areas without the prior consent of the Committee.
- 37.2 The Committee may use appropriate areas of the Common Property the store plant and equipment used for the performance of the Body Corporate's duties in respect of the Common Property. Any such areas may be locked and access is prohibited without prior consent of the Committee.

**38 FIRE CONTROL**

- 38.1 An Owner or Occupier of a Lot must not use or interfere with any fire safety equipment except in case of an emergency, and must not obstruct any fire stairs or fire escape.
- 38.2 The Body Corporate or an Owner or Occupier of a Lot must, in respect of the Scheme or the Lot, as appropriate:
- (a) consult with any relevant authority as to an appropriate fire alarm or fire sprinkler system for the Scheme or the Lot;
  - (b) ensure the provision of all adequate equipment to fight fire or the spread of fire in or from the Scheme or the Lot to the satisfaction of the relevant authorities; and
  - (c) take all reasonable steps to ensure compliance with fire laws in respect of the Scheme or the Lot.

**39 BODY CORPORATE AGREEMENTS**

- 39.1 Subject to the Act the Body Corporate may enter into agreements with any other party on such terms as it may decide in its sole discretion including:
- (a) an agreement for the caretaking of the Common Property and letting of the Lots from the Scheme Land;
  - (b) an agreement for the management of the Body Corporate including appointing a body corporate manager including carrying out tasks involving the duties of the secretary and treasurer;

- (c) an agreement with the Original Owner concerning the further development of the Scheme Land and the recording of any new community management statement;
- (d) an agreement with any party concerning the utility infrastructure and its supply and maintenance;
- (e) an agreement with any energy supplier;
- (f) an agreement with any cable television, satellite television, broadband, computer, fax, modem, PABX or phone service provider; and
- (g) an agreement to grant any licence or special rights or occupation authority to any party concerning use and occupation of any part of the Common Property not previously granted exclusive use to any other Lot Owner.
- (h) an agreement with any neighbouring community titles scheme ("Neighbouring Scheme") authorizing members of the Neighbouring Scheme to access the Recreation Area, providing:
  - (i) the Neighbouring Scheme contributes to the costs of maintaining and upkeep of the Recreation Area on a pro rata basis with the members of the Scheme; and
  - (ii) the Neighbouring Scheme has been created from the Base Parcel.

#### **40 EXCLUSIVE USE (attached plan)**

- 40.1 The Occupier of each Lot set out in Schedule E is entitled to the exclusive use and enjoyment for the nominated purpose of that part of the Common Property allocated to the Lot in Schedule E and identified on the sketch marked "Annexure A" attached to schedule E.
- 40.2 The Occupier of a Lot which has the benefit of an Exclusive Use Area must keep that area clean, tidy and in good repair
- 40.3 The Body Corporate, its authorised parties and any Caretaker may enter upon such Exclusive Use Areas to carry out any inspection or works concerning the Building or the utility infrastructure.

#### **41 EXCLUSIVE USE (allocation)**

- 41.1 This exclusive use By-Law authorises the Original Owner or its agent to allocate parts of the Common Property for carparking, private yard and storage purposes.
- 41.2 The Occupier of each Lot to which this By-law attaches shall have exclusive use and enjoyment of that part of the Common Property allocated.
- 41.3 The Original Owner or its agent shall give the details of the allocation to the Body Corporate.
- 41.4 The Body Corporate shall ensure the details of the allocation shall be recorded in a new community management statement.
- 41.5 The Body Corporate, its authorised parties and any caretaker may enter upon such exclusive use areas to carry out any inspection or works concerning the Building or the utility infrastructure.

#### **42 BRISBANE CITY COUNCIL CONDITIONS**

- 42.1 Despite any other By-Law, the Body Corporate and the lot owners shall comply with the conditions of the Development Approval concerning the Scheme, including, but not limited to, ensuring:
  - (a) All balconies/verandahs/terraces/ remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures.

**43 DEVELOPMENT DEED**

- 43.1 The terms of the Development Deed are incorporated in this Schedule C of this CMS.
- 43.2 The Lot Owners and the Body Corporate agree they are bound by the terms of the Development Deed.
- 43.3 The Lot Owners agree they are bound by the terms of the Development Deed as if they were originally named as the Body Corporate on the Development Deed.

**44 SCREENING OF ENERGEX ELECTRICITY TRANSFORMERS**

- 44.1 The Original Owner may elect to install screens and other associated fixtures around any Energex Electricity Transformers located on the Common Property in order to improve the visual amenity of the area.
- 44.2 If the Original owner elects to install such screens and other associated fixtures then the Body Corporate shall be responsible for the maintenance and up-keep of all installed screens and other associated fixtures.

**45. MAINTENANCE OF TREES IN COMMON PROPERTY**

- 45.1 The Original Owner may elect to plant various trees and plants on the Common Property in order to improve the visual amenity of the area and/or comply with Council requirements.
- 45.2 The Body Corporate shall be responsible for: -
- (a) the regular maintenance and up-keep of all trees and plants on the Common Property; and
  - (b) ensuring that all trees located on the Common Property do not grow to an excessive height that may cause structural/uplift issues or endanger Lots.
- 45.3 The Body Corporate releases and indemnifies the Original Owner in relation to any claim relating to or resulting from the Original Owner planting trees and/or plants in accordance with clause 45.1.

**46 DEFINITIONS**

- 46.1 In these By-laws, the following terms have the following meaning unless the context otherwise requires:
- (a) **“Act”** means the Body Corporate and Community Management Act 1997 as amended from time to time.
  - (b) **“Base Parcel”** means the land described as lot 425 on SP 130939, Title Reference 50309809 and any adjacent or neighboring land;
  - (c) **“Body Corporate”** means the body corporate for the Scheme established pursuant to the Act;
  - (d) **“Building”** building or buildings and/or parts thereof including the Lots erected upon the Scheme Land;
  - (e) **“By-laws”** means the By-laws for the Scheme;
  - (f) **“Caretaker”** means the person or corporation that has entered into, or is to enter into, the Caretaking and Letting Agreement. If there is no such person, the Committee may nominate a person as the Caretaker for the purposes of these By-laws;
  - (g) **“Caretaking and Letting Agreement”** means the agreement (or agreements) entered into, or to be entered into, between the Caretaker and the Body Corporate under which the Caretaker is required, amongst other things, to keep the Common Property in good order. It includes any agreement that replaces or extends a previous agreement;
  - (h) **“Committee”** means the Committee of the Body Corporate appointed pursuant to the Act;
  - (i) **“Committee’s Representative”** means a member of the Committee appointed from time to time for the

purpose of representing the Committee;

- (j) **“Common Property”** means the common property for the Scheme.
- (k) **“Council”** means the Brisbane City Council;
- (l) **“Development Approval”** means the approval issued by Council having Application Reference No. A004785947 and any replacement, varied, substituted or additional approval obtained by the Original Owner and any of its successors concerning the Scheme Land and the Base Parcel;
- (m) **“Development Deed”** means the deed entered into, or to be entered into by the Body Corporate with the Original owner concerning the development in the Scheme;
- (n) **“Lot”** means a lot in the Scheme;
- (o) **“Original Owner”** has the meaning given to it in the Act as well as any nominee of the Original Owner;
- (p) **“Owner”** and **“Occupier”** has the meanings given to them in the Act;
- (q) **“Plan”** means the registered survey plan for the Scheme Land;
- (r) **“Recreation Areas”** means all improvements on the Common Property used for, or intended to be used for, recreation and/or leisure activities.
- (s) **“Scheme”** means the community title scheme for the Clearview Urban Village – South Precinct Community Titles Scheme;
- (t) **“Scheme Land”** means the land contained within the Scheme;
- (u) **“Secretary”** means the secretary of the Body Corporate.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
-------------------	--

1. Statutory Easements

Each of the Lots in the Scheme 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 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.

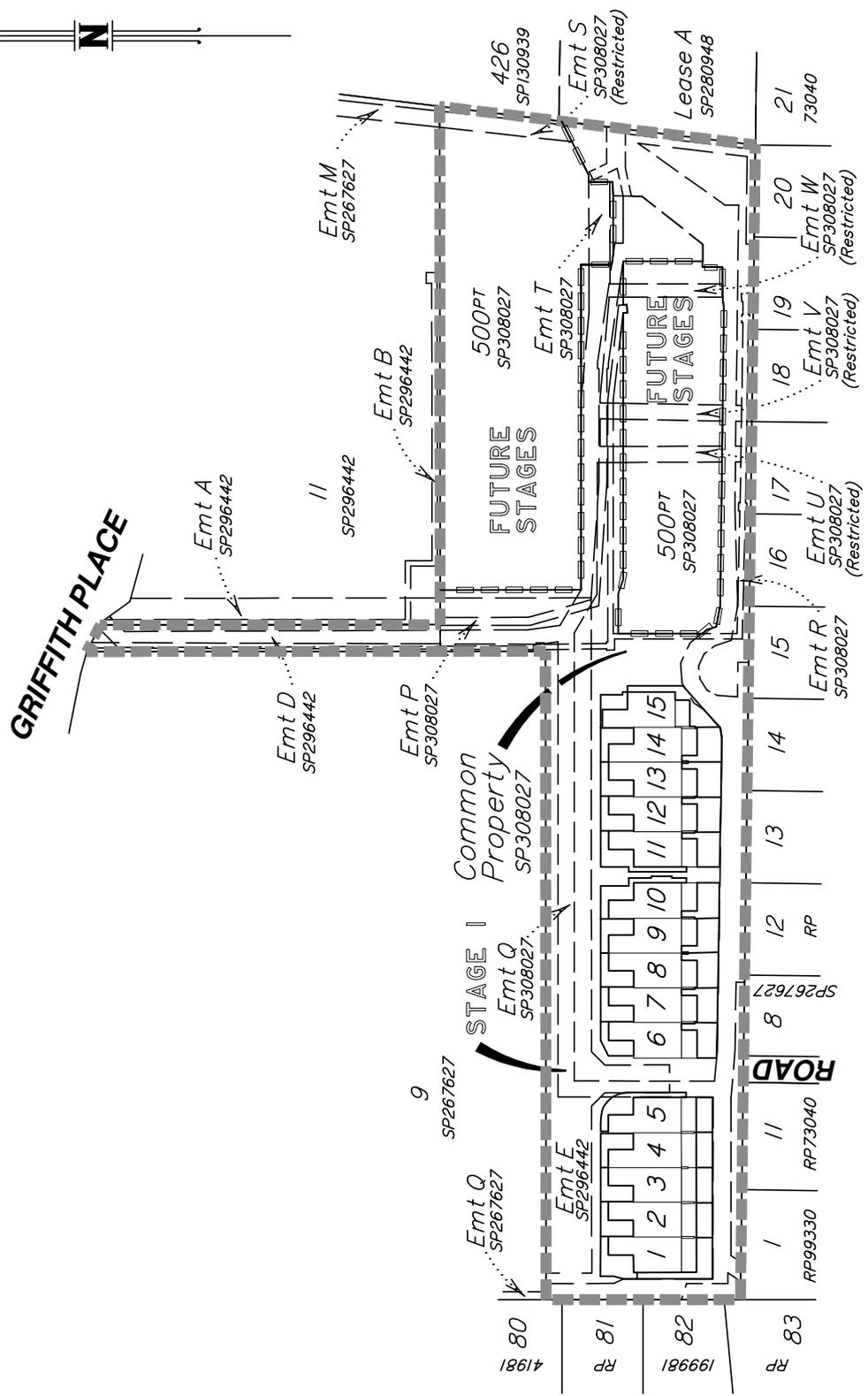
<b>Type of Statutory Easement</b>	<b>Lots Affected</b>
Telecommunications	Lots 1 – 15 on SP 308027; Lot 16 – 20, 33 – 38 & 501 on SP308028 Common Property of Clearview Urban Village – South Precinct Community Place CTS
Electricity	Lots 1 – 15 on SP 308027; Lot 16 – 20, 33 – 38 & 501 on SP308028 Common Property of Clearview Urban Village – South Precinct Community Place CTS
Sewer	Lots 1 – 15 on SP 308027; Lot 16 – 20, 33 – 38 & 501 on SP308028 Common Property of Clearview Urban Village – South Precinct Community Place CTS
Water	Lots 1 – 15 on SP 308027; Lot 16 – 20, 33 – 38 & 501 on SP308028 Common Property of Clearview Urban Village – South Precinct Community Place CTS
Storm Water and Roof Water	Lots 1 – 15 on SP 308027; Lot 16 – 20, 33 – 38 & 501 on SP308028 Common Property of Clearview Urban Village – South Precinct Community Place CTS
NBN	Lots 1 – 15 on SP 308027; Lot 16 – 20, 33 – 38 & 501 on SP308028 Common Property of Clearview Urban Village – South Precinct Community Place CTS



ANNEXURE A  
EXCLUSIVE USE PLAN



**GRIFFITH PLACE**



See Sheet 2 for Lots 1-5.  
 See Sheet 3 for Lots 6-10.  
 See Sheet 4 for Lots 11-15.

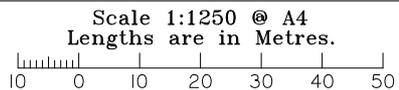
Wolter Consulting Group Pty Ltd (ACN 147 343 084) hereby certify that the details shown on this sketch plan are correct.

Stage Boundary  
 CTS Boundary

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

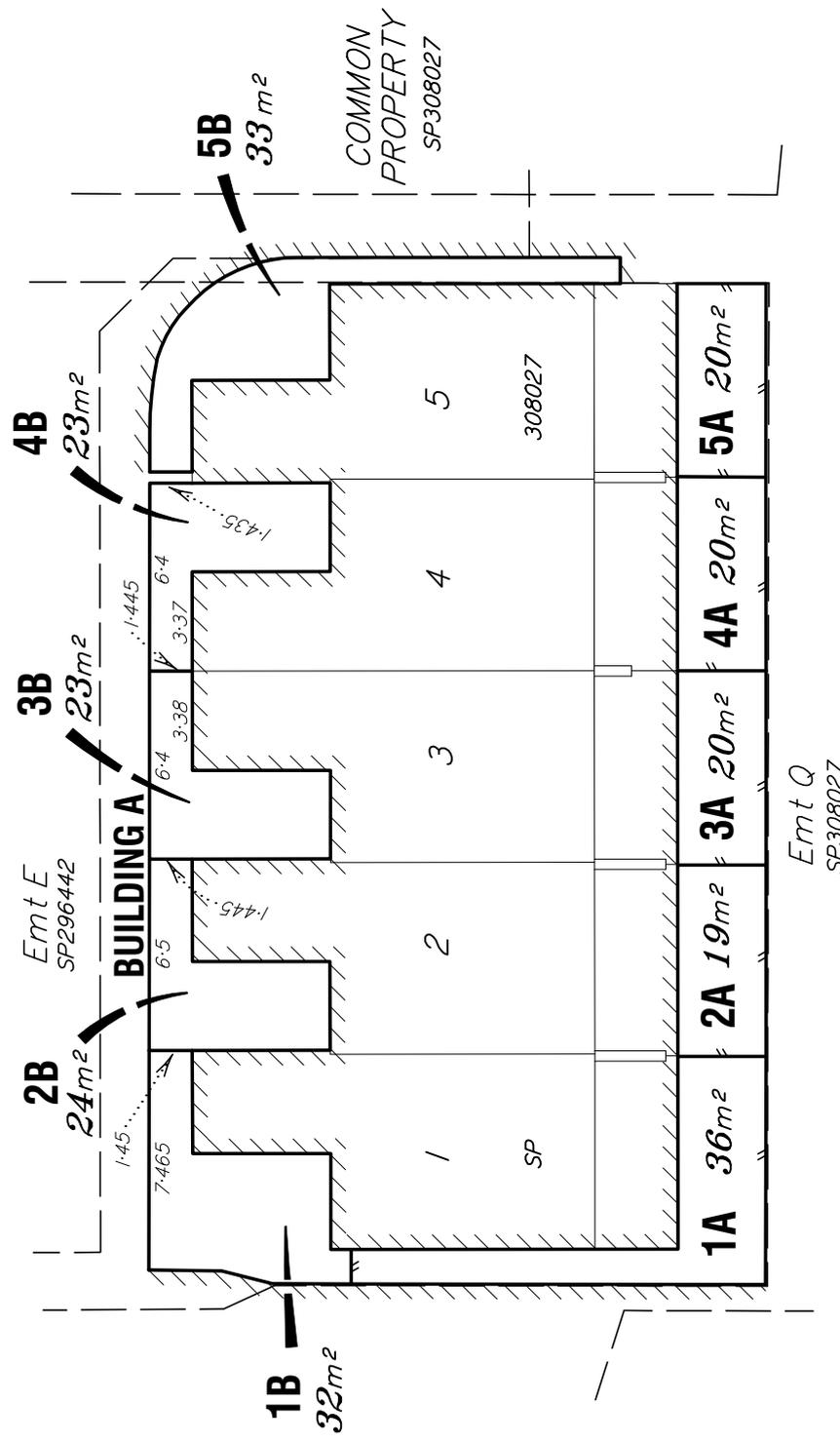
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Authorised Delegate Date



**Sketch of Exclusive Use Areas**  
 over part of Common Property on  
 SP308027 Level A  
 CLEARVIEW URBAN VILLAGE-SOUTH  
 PRECINCT CTS  
 Title Reference:

Surveyor N.Donaldson	Stage 1	
Date Drawn 02-07-2020	Sheet 1	No 4
Drawing Number SB2588_25	Version F	



**LEVEL A**

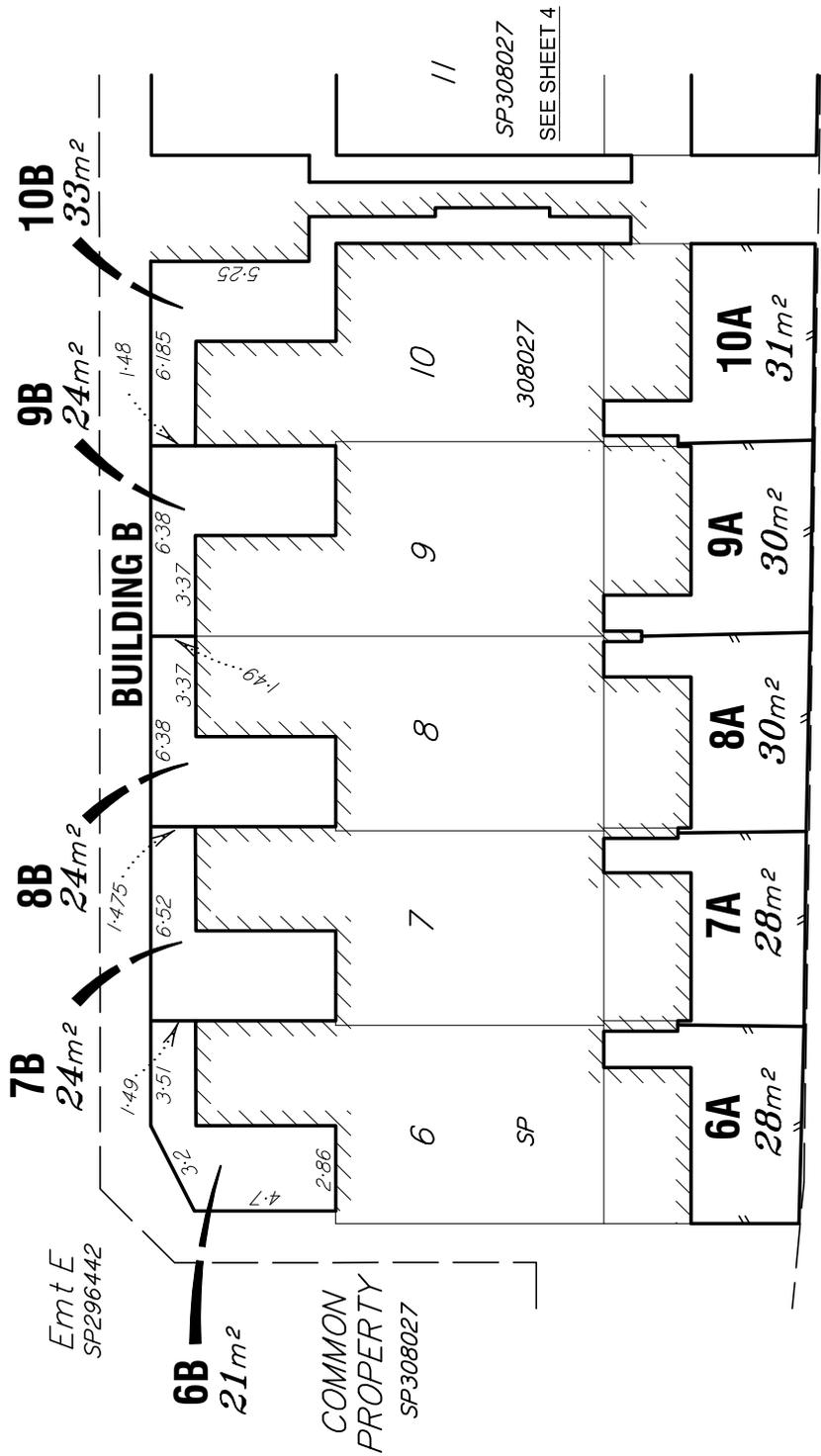
Denotes face of wall/edge of concrete  
 Denotes centreline of fence

Scale 1:250 @ A4  
Lengths are in Metres.



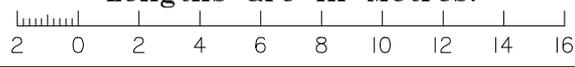
Drawing Number	Version
SB2588_25	F

Sheet	No
2	4



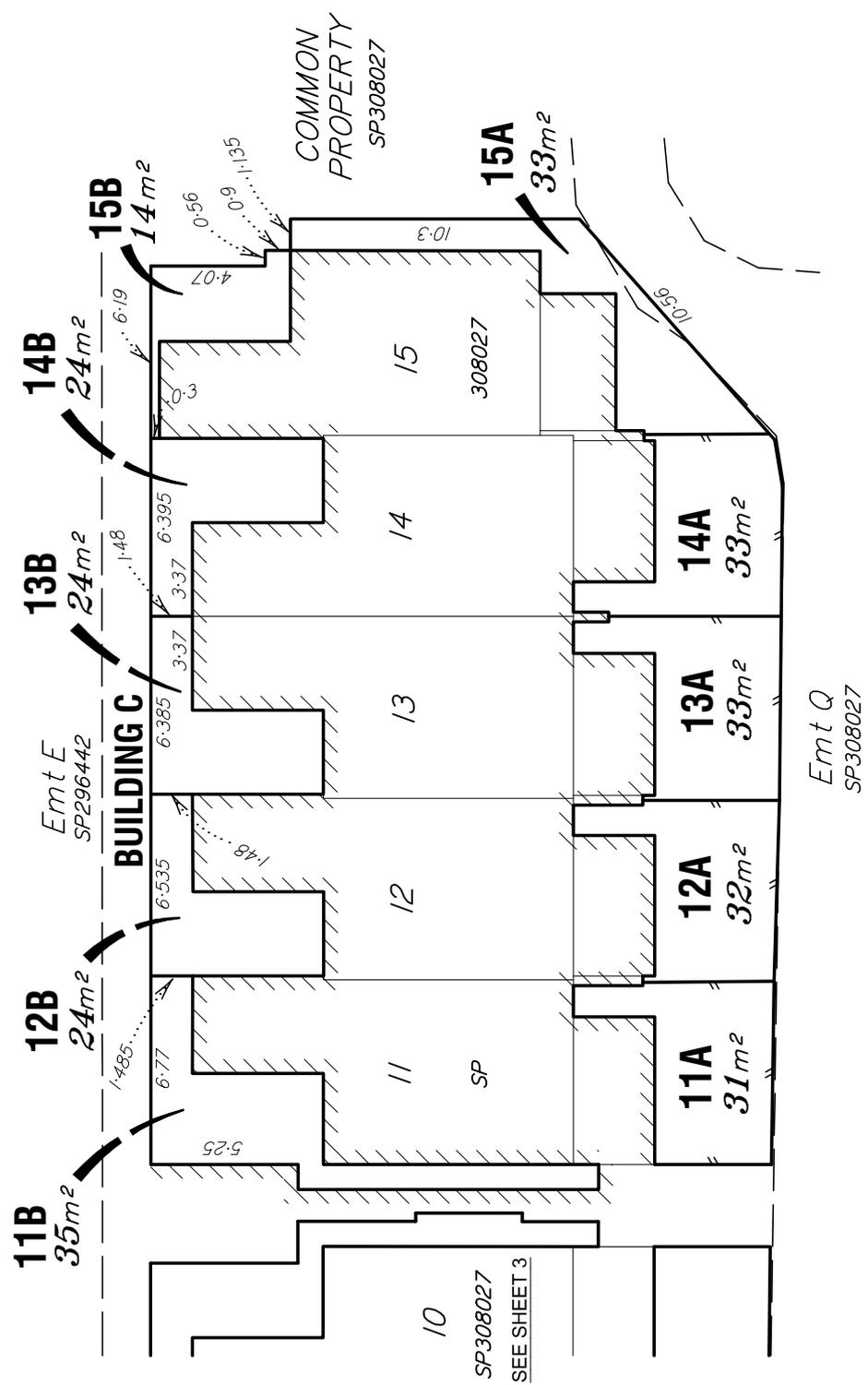
**LEVEL A**

Scale 1:250 @ A4  
Lengths are in Metres.



- Denotes face of wall/edge of concrete
- Denotes centreline of fence

Sheet	No
3	4
Drawing Number	Version
SB2588_25	F



COMMON  
PROPERTY  
SP308027

Emt E  
SP296442

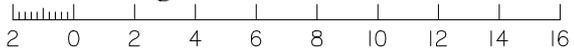
**BUILDING C**

Emt Q  
SP308027

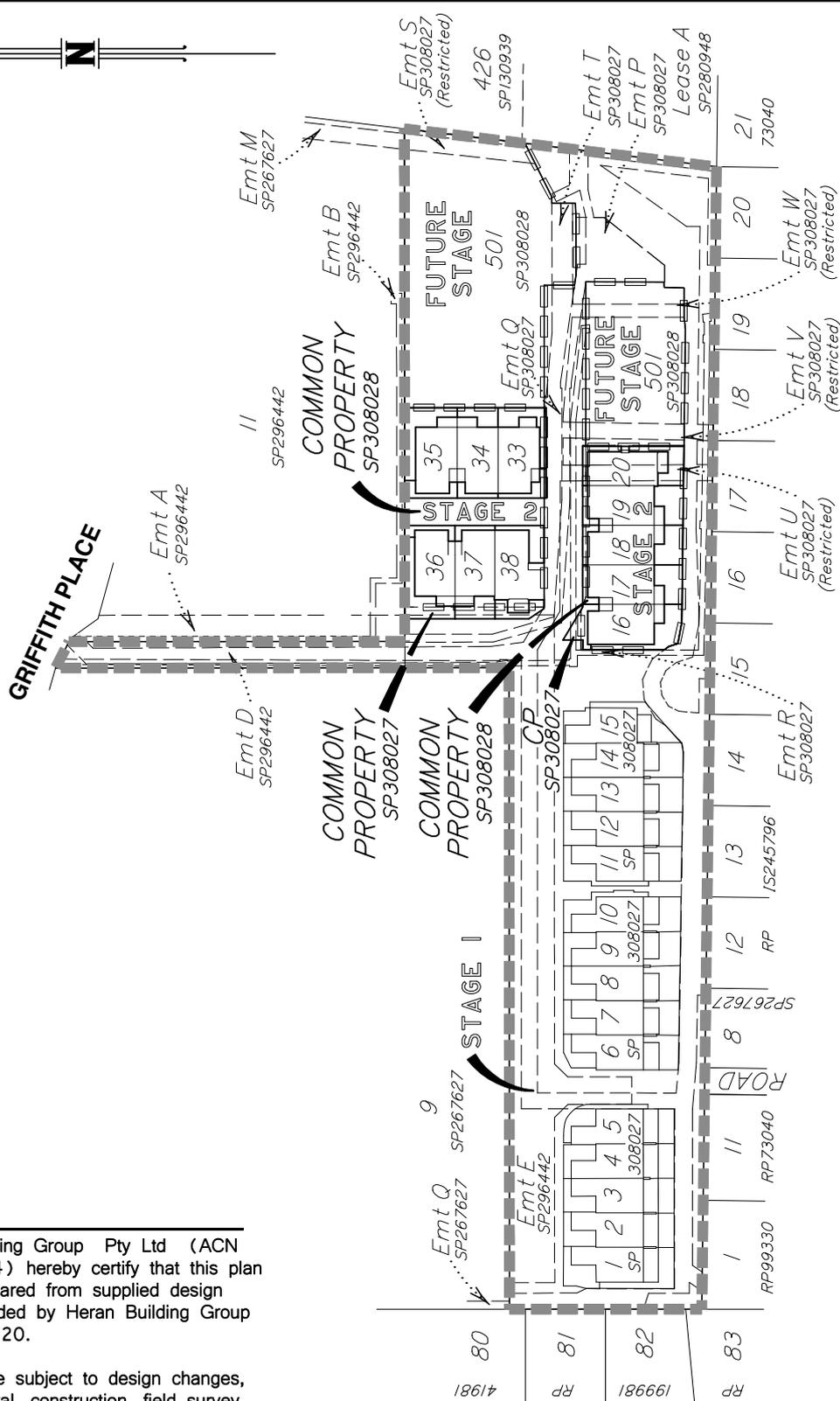
**LEVEL A**

- Denotes face of wall/edge of concrete
- Denotes centreline of fence

Scale 1:250 @ A4  
Lengths are in Metres.



Sheet	No
4	4
Drawing Number	Version
SB2588_25	F



See Sheet 2 for Lots 16-20.  
See Sheet 3 for Lots 33-38.

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 12-10-2020.

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.

*ART*

Authorised Delegate 16-12-2020 Date

Stage Boundary  
CTS Boundary

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

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Scale 1:1250 @ A4  
Lengths are in Metres.

Sketch of Exclusive Use Areas  
over part of Common Property on  
SP308027 & SP308028 Level A  
CLEARVIEW URBAN VILLAGE-SOUTH  
PRECINCT CTS  
Title Reference:

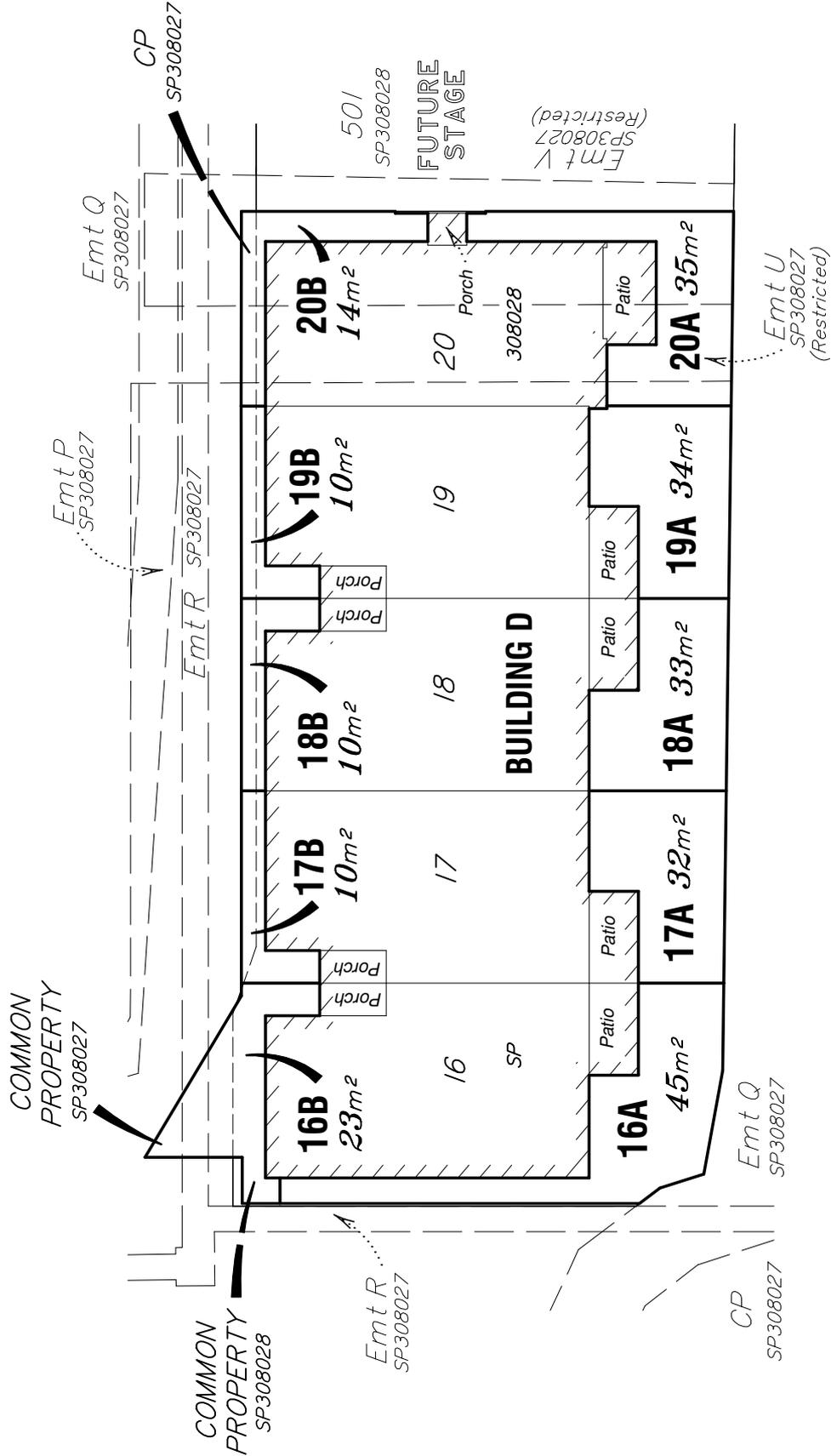
Surveyor N.Donaldson	Stage 2
Date Drawn 16-12-2020	Sheet 1 of 3
Drawing Number SB2588_32	Version C



**LEVEL A**

-  Denotes face of building
-  Denotes edge of concrete
-  Denotes line of fence

Scale 1:250 @ A4  
Lengths are in Metres.

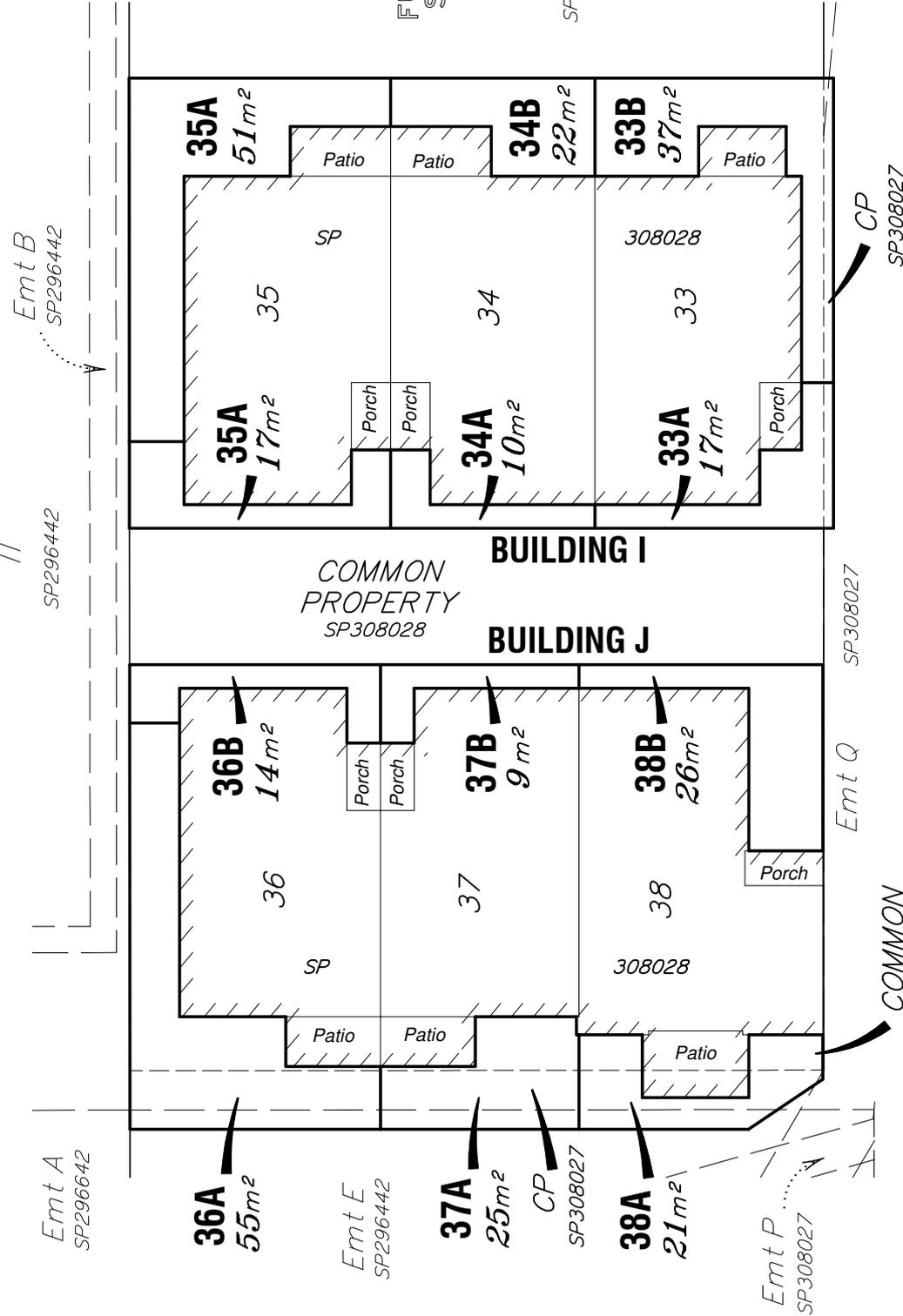


PRELIMINARY

Sheet	No
2	3
Drawing Number	Version
SB2588_32	C



FUTURE  
STAGE  
501  
SP308028



**LEVEL A**

- Denotes face of building
- Denotes edge of concrete
- Denotes line of fence

Scale 1:250 @ A4  
Lengths are in Metres.



PRELIMINARY

Sheet	No
3	3
Drawing Number	Version
SB2588_32	C

ANNEXURE B  
SERVICES LOCATION DIAGRAM



## 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 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 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 Property Developments No. 1 Pty Ltd ACN 150 555 856 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:** Property Developments No. 1 Pty Ltd ACN 150 555 856 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 "Clearview Urban Village – South Precinct" 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 "Clearview Urban Village – South Precinct" ("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 Property Development No.1 Pty Ltd ACN 150 555 856 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 "Clearview Urban Village – South Precinct" 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**



## ADMINISTRATION AGREEMENT

### CLEARVIEW URBAN VILLAGE – SOUTH PRECINCT CTS TBA ENGAGEMENT OF QBS Strata Management Pty Ltd

Member of Strata Community Australia (Qld)

## THE PARTIES AGREE

### 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; and
  - (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; and
  - (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 D 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 D.

### 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 AUTHORIZED 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 authorized power.
- (c) To avoid doubt, the authorization 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 authorization relieve the Body Corporate or the Committee of these functions.
- (d) The authorization 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); and
  - (iv) retain commissions paid to it by the providers of goods and services to the Body Corporate as disclosed in Item L.

#### **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 / 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 K. The commission entitlements are disclosed in Item L.
- (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 authorized 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 Manager 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, or
  - (ii) require or receive a fee or other consideration for approving the transfer (other than re-imbusement 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 share-holders and principle staff, or
  - (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, 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; or
  - (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; or
  - (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 M.

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

**OR**

at an alternate date on this \_\_\_\_\_ day of \_\_\_\_\_ 2019 (*insert date*)

**B. BETWEEN** Body Corporate for  
**CLEARVIEW URBAN VILLAGE –SOUTH PRECINCT**  
110 Clearview Terrace, Seven Hills QLD 4170

AND

QBS Strata Management Pty Ltd

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

**E. FEES** The fee for Agreed Services shall be  
[Clause 6(a)] \$140.00 plus GST per lot per annum,  
payable quarterly in advance.

**F. ADDITIONAL FEES** See attached table

<b>Body Corporate Managers</b>	\$132.00 per hour
<b>Clerical</b>	\$60.50 per hour
<b>Extraordinary General Meetings</b>	\$132.00 per hour
<b>Additional Committee Meetings</b>	\$132.00 per hour

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

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

**I. AGREED SERVICES** **Secretarial**  
[Clause 4(a)]

- \* Convene and attend the Annual General Meeting (up to two hours) and
- \* Two Committee Meetings (up to two hours each)
- \* 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 administrative and sinking fund
- \* 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
- \* 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.

## **J. ADDITIONAL SERVICES**

Any agreed Service to be undertaken outside of normal business hours

[Clause 4(b)]

- \* 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 an Agreed Service.
- \* Dispute Resolution – Assisting to resolve disputes between owners, resident managers, 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 workplace health and safety inspections and other inspections required under legislation.
- \* Assistance with assignments of management rights
- \* Monthly reconciliations of accounts

## **K. 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
Centrepoint Insurance Brokers	QBS Strata Management as referrer
Regional Insurance Brokers	QBS Strata Management as referrer
Thiel Partners (Tax Agent)	QBS Strata Management as referrer

**L. 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 - 20% base premium
Direct Insurance Brokers	0 - 15% base premium
Centrepoint Insurance Brokers	0 - 15% base premium
Regional Insurance Brokers	0 - 15% base premium
Thiel Partners Accountants (Tax Agent)	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).

**M. 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  
Clearview Urban Village – South Precinct  
Community Titles Scheme  
was affixed on the        day of        2019  
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        2019  
by authority of a Resolution of the Board  
of Directors :*

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

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

**SCHEDULE OF ADDITIONAL FEES AND DISBURSEMENTS  
CLEARVIEW URBAN VILLAGE – SOUTH PRECINCT**

Item	Cost inclusive of GST
<b>Printing, Postage &amp; Stationery</b> - Agreed Services	Fixed at \$66.00 per lot p/a
<b>Printing, Postage &amp; Stationery - Additional Services</b> Letterhead/Follower Envelopes - Large (C4) - DL Ballot Envelopes Dividers Plastic Sleeves Photocopy Laser prints  All other printing, postage and stationery Levy notices Microencoded Forms ( including cheques )	22 cents 77 cents 11 cents 33 cents 33 cents 22 cents 33 cents 11 cents  At cost 38.5 cents 55 cents
<b>Postage</b>	At Cost
<b>Telephone</b> Telephone ( local, STD, mobile, international), facsimile, and email	.67 cents per lot per month
<b>E Commerce</b> Electronic processing	\$13.60 per lot pa
<b>Financial Reporting</b> Preparation of information for audit Preparation of information for BAS Returns Preparation of information for income tax returns	\$7.70 per lot \$275.00 per return \$275.00
<b>Miscellaneous</b> Insurance claims processing   Lodgment of documents with DNR Debt collection (recovered from owner ) <ul style="list-style-type: none"> <li>• Arrears notice</li> <li>• Instructing collections agents ( being collection of information, issuing of instructions and follow up )</li> </ul> Travelling expense to attend onsite meetings Dishonoured cheque fee Archiving Minute book Common seal	\$55.00 per claim under \$1,000.00  \$110.00 per claim between \$1,000.00 and \$4,000.00  \$165.00 all other claims  \$82.50 \$33.00 \$77.00  ATO rate \$33.00 \$4.80 per lot p/a \$16.50 \$40.00
<b>Flying Minute</b>	\$154.00 plus outlays



**SCHEDULE 8**

**Caretakers Agreement**

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BODY CORPORATE FOR CLEARVIEW URBAN VILLAGE – SOUTH  
PRECINCT 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**  
**CLEARVIEW URBAN VILLAGE – SOUTH PRECINCT COMMUNITY**  
**TITLES SCHEME**

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

**BETWEEN:** The Body Corporate for Clearview Urban Village – South Precinct  
Community Titles Scheme c/- QBS Strata Management, Level 3, 3  
Southward, 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 Clearview Urban Village – South Precinct

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 exclusive use areas 800A and 801A and any other areas to which exclusive use is granted to more than one Lot;
  - (h) maintain the gardens and shrubs to a well presented standard, which duty includes watering, fertilising, weeding, mulching and top dressing;
  - (i) 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;
  - (j) 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.

## **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.

<b>TASK</b>	<b>ITEM</b>	<b>DETAILS</b>	<b>FREQUENCY</b>
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.

<b>TASK</b>	<b>ITEMS</b>	<b>DETAILS</b>	<b>FREQUENCY</b>
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 Clearview Urban  
Village – South Precinct Community Titles  
Scheme was affixed this day of 20 ]

in the presence of: ]

A witness

Full name of witness

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

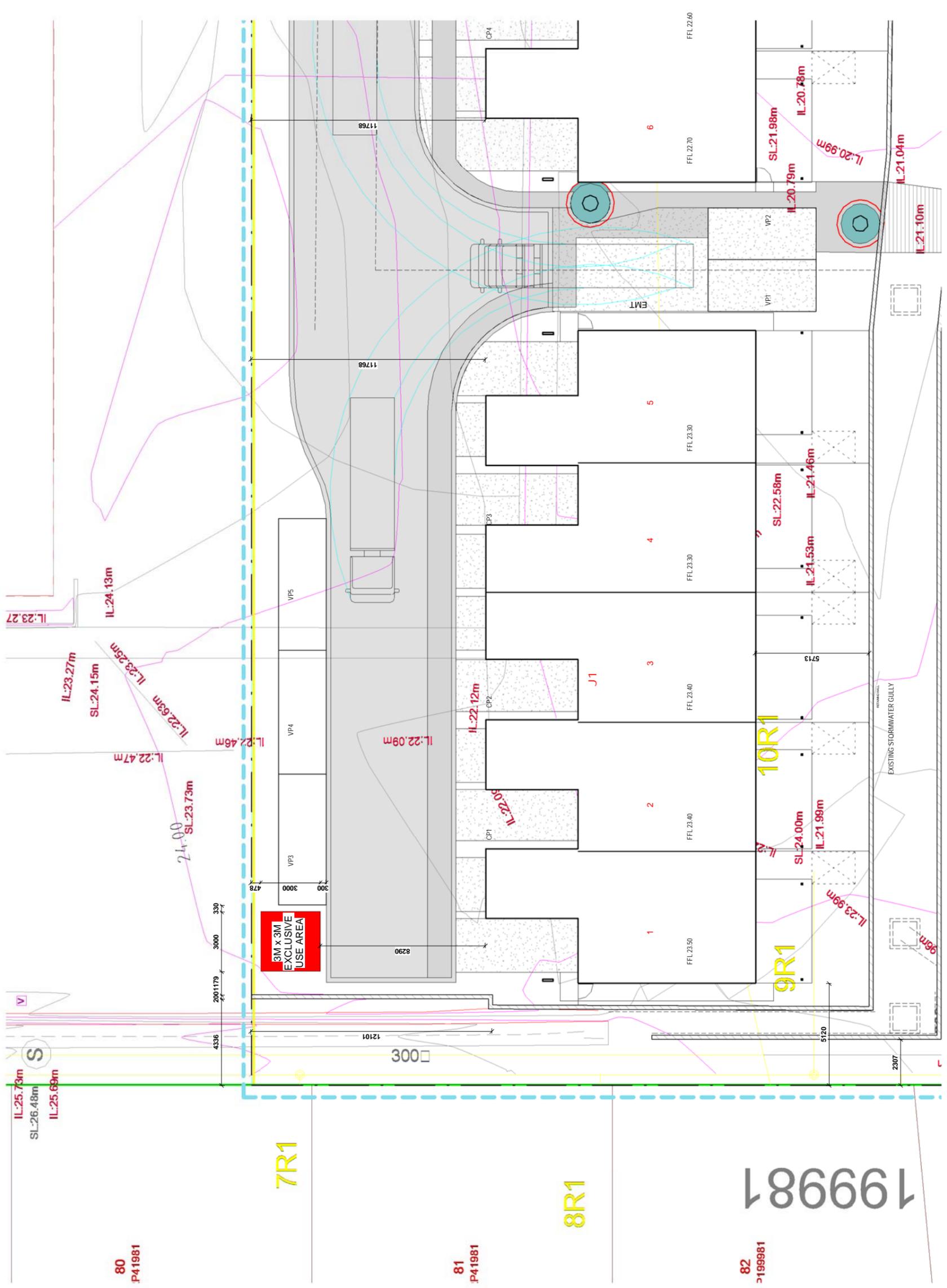
A witness

Full name of witness

Chairman

Secretary

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



80  
P41981

81  
P41981

82  
P199981

7R1

8R1

199981

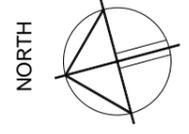


ABN 22 010 071 744  
DESIGNERS AND BUILDERS  
OF QUALITY HOMES EST. 1952  
301/50 MARINE PARADE  
SOUTHPORT Q 4215  
P. 07 5528 0111  
F. 07 5528 0333

No.	Description	Date

Project: CLEARVIEW URBAN VILLAGE - PRECINCT J  
Location: 110 CLEARVIEW TERRACE, SEVEN HILLS, 4170  
Client: HERAN No.1 PTY LTD

Sheet Name: OCCUPATIONAL AUTHORITY PLAN  
Scale: 1 : 200  
Project Number: 5000  
Drawing Number: BA\_J07  
Drawing by: AW  
Date: 15.11.18  
Revision:





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

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BODY CORPORATE FOR CLEARVIEW URBAN VILLAGE – SOUTH  
PRECINCT 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  
CLEARVIEW URBAN VILLAGE – SOUTH PRECINCT COMMUNITY TITLES  
SCHEME**

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

**BETWEEN:** The Body Corporate for Clearview Urban Village – South Precinct c/- QBS Strata Management, Level 3/ 3 Southward, 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 Clearview Urban Village – South Precinct 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 cannot be remedied or compensated for; or
  - (iii) the non-observance cannot 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**

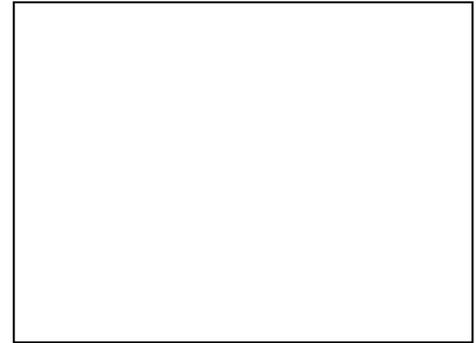
25.1 The law of Queensland governs this Agreement.

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 Clearview Urban Village – South Precinct Community Titles Scheme was affixed this day of 20 ]  
in the presence of: ]

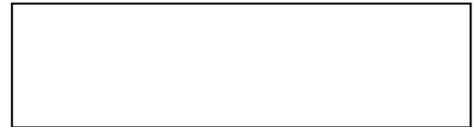


A witness

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 110 D'Arcy Road

Suburb Seven Hills State QLD Postcode 4170

**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:   /   /      
D D M M Y Y Y Y

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

Signature \_\_\_\_\_ Dated:   /   /      
D D M M Y Y Y Y

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   /   /      
D D M M Y Y Y Y

All general meetings held before   /   /      
D D M M Y Y Y Y

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:   /   /      
D D M M Y Y Y Y

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

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

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

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



**SCHEDULE 12**

**Development Deed**

## DEVELOPMENT DEED

### CLEARVIEW URBAN VILLAGE – SOUTH PRECINCT COMMUNITY TITLES SCHEME

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

**BETWEEN:** Property Developments No. 1 Pty Ltd ACN 150 555 856 of 301-302/50 Marine Parade in the State of Queensland

(“Seller”)

**AND:** The Body Corporate for the Clearview Urban Village – South Precinct Community Titles Scheme ### c/- QBS Strata Management Pty Ltd of 3/3 Northward Street, Upper Coomera QLD 4210

(“Body Corporate”)

#### INTRODUCTION

- A. The Base Parcel is being developed in stages most probably as a Layered Arrangement incorporating a Principal Scheme but possibly as a basic staged scheme.
- B. Depending on market, construction and approval processes, the makeup and staging of the Development may vary.
- C. To provide certainty and flexibility for construction, sales and financing purposes the parties agrees as follows:

#### IT IS AGREED:

##### 1. DEFINITIONS

1.1 Unless the context otherwise requires:

“**Act**” means the *Body Corporate and Community Management Act 1997*

“**Additional Scheme**” or “**Additional Schemes**” means any additional subsidiary community title scheme or schemes established or to be established on the Land forming part of the Principal Scheme.

“**Assist**” means to provide assistance at the Seller’s cost to assist the Seller in the development of the Base Parcel including:

- (a) not objecting to any request to record a new community management statement for any part of the Base Parcel requested by the Seller;
- (b) consenting to any amalgamation of lots in a scheme in the Base Parcel;
- (c) consenting to any subdivision or excision of any Seller’s land from the Scheme and Base Parcel;
- (d) consenting to and signing any easements, covenants, consents or Building Management Statements or caretaking or letting agreements relating to the Parcel and/or the Scheme;
- (e) voting (or not voting) as required by the Seller to allow its proposed development of the Base Parcel;

- (f) writing a letter of support for any development of the Base Parcel proposed by the Seller;
- (g) consenting to any termination of the Scheme where a replacement scheme, containing the Lot will be substituted as part of the Base Parcel;
- (h) consenting to any change of the Scheme so that it is a subsidiary scheme of a principal scheme; and
- (i) signing documents as reasonably required by the Seller.

**“Base Parcel”** means the land described as lot 501 on SP 267626 bearing Title Reference 51092660 and any adjacent or neighbouring land.

**“Claim”** means a claim, action, proceeding, damage, cost, loss, expense or liability however, arising whether present, unascertained, immediate, future or contingent.

**“Community Management Statement”** or **“CMS”** means the community management statement for the Scheme.

**“Deed”** means this document, including any schedule or annexure to it.

**“Development”** means the proposed development of the Base Parcel in accordance with Brisbane City Council development approval reference A003422979 dated 24 June 2014 as varied, replaced, substituted or added to by subsequent development approvals for the Base Parcel.

**“Land”** means the Base Parcel.

**“Layered Arrangement”** means as defined in the Act.

**“Neighbouring Scheme”** means any separate community titles scheme other than the Scheme that is to or has been created from the Base Parcel.

**“Principal Scheme”** means as defined in the Act.

**“Recreation Area”** has the same meaning as in the CMS.

**“Scheme”** means the proposed scheme for the Clearview Urban Village – South Precinct Community Titles Scheme.

**“Scheme Land”** means the scheme land as defined in the Community Titles Scheme.

**“Subsidiary Scheme”** means as defined in the Act.

**“Utility Infrastructure”** means:

- (a) cables, wires, pipes, sewers, drains, ducts, plant and equipment by which lots or common property are supplied with Utility Services; and
- (b) a device for measuring the reticulation or supply of utility service.

**“Utility Service”** means:

- (a) water reticulation or supply;
- (b) gas reticulation or supply;
- (c) electricity supply;
- (d) air conditioning;
- (e) a telephone service;
- (f) a computer data or television service;
- (g) a sewer system;
- (h) drainage including storm water pipes and open drainage areas and culverts;
- (i) a system for the removal or disposal of garbage or waste;
- (j) another system or service designed to improve the amenity or enhance the enjoyment of lots or common property.

**“Works”** means any works related to furthering the Development including excavation, general earth works, concreting, installation of Utility Infrastructure, installing rock anchors, use of air space, cutting holes in walls and floors for access, preventing or limiting access to areas of Common Property for construction purposes, building, retaining, bricking and otherwise doing works that further the Development together with associated activities including carrying out inspections, surveys, soil tests, making development applications and carrying out sales activities and existing sales displays and structures.

## **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 or 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 Deed binds them jointly and each of them separately.
- (h) Headings are for convenience only and do not form part of this Deed 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. WORKS**

- 3.1 The Seller will be allowed to carry out all Works on the Common Property and its own lots in the Base Parcel as required by it to complete the Development.
- 3.2 The Body Corporate shall, at the seller's cost, facilitate the carrying out of the Works for the Development
- 3.3 The Seller may install rock anchors under any part of the Common Property.
- 3.4 The Seller may overhang any crane or other equipment over any part of the Common Property.

### **4. UTILITIES**

- 4.1 The Seller may change, upgrade, temporarily interrupt, vary, redirect and otherwise do all things it requires to construct Utility Infrastructure for the Development.

### **5. ACCESS**

- 5.1 The Seller shall have access at all times to any part of the Common Property.
- 5.2 The Body Corporate shall, at the Seller's cost, facilitate the Seller having access as above.

### **6. COMMON PROPERTY**

- 6.1 The Seller may alter, improve, temporarily demolish, construct improvements on and otherwise deal with the Common Property on an unfettered basis provided any individual's use and enjoyment of their lot is not materially prejudiced.
- 6.2 The Seller may prejudice an individual's use and enjoyment of their lot so long as it is on a temporary basis and for reasonable construction processes relating to the Works.
- 6.3 The Body Corporate shall, at the cost of the Seller, facilitate any dealing with the Common Property as above.

## **7. STORAGE**

- 7.1 The Seller may occupy its lots and those parts of the Common Property reasonably required by it for purposes associated with the Works, including storing construction equipment and materials as required by it to carry out the Works for the Development.

## **8. DOCUMENTS**

- 8.1 The Body Corporate shall, at the Seller's cost, sign all documents required by the Seller to facilitate development of the Development, including but not limited to easements, covenants, consents, community management statements, building management statements, supply agreements, letters of support, development applications and submissions.

## **9. SALES ACTIVITIES**

- 9.1 The Seller may occupy its lots and any part of the Common Property until completion of the Development and sale of all lots in the Development for the purposes of carrying out sales activities including but not limited to maintaining:

- (a) a sales display;
- (b) display units;
- (c) sales signage, flags and bunting;
- (d) hoardings;
- (e) fencing with promotional signage;
- (f) netting and screening with promotional materials; and
- (g) licensing a display village to building operators.

## **10. FUTURE DEVELOPMENT OF BASE PARCEL**

- 10.1 The Seller has obtained a development approval from the Brisbane City Council for the development having file number A003422979 ("Existing Approval").
- 10.2 The Seller may develop the Land in accordance with the Existing Approval or at the Seller's absolute discretion vary the Development of the Land subject to obtaining the necessary variations to the Existing Approval (if and as required) by:
- (a) constructing further stages in accordance with the Existing Approval, or as lots in the Principal Scheme or as a Subsidiary Scheme to the Principal Scheme, with the Lots to be established substantially in accordance with the Plan (subject to the necessary amendment to allow for the creation of the Scheme as a Subsidiary Scheme); and
  - (b) not constructing any of the further Stages contemplated by the Existing Approval or any combination of the above.
- 10.3 The Body Corporate acknowledges:
- (a) the Seller may construct the Scheme in accordance with the Existing Approval, or as any combination of stages, in any order, in any plan format (standard, building or volumetric) or not construct any further stages or Lots other than as contemplated in the Plan, at its absolute discretion, any the Body Corporate will

Assist the Seller and may raise no objection in this regard.

- (b) the Seller is or may sell the management rights for the Scheme based on the Scheme consisting of the Lots and common property or on any variation to the Scheme as contemplated in the CMS or this Deed and in that event the Body Corporate will Assist the Seller as reasonably required to give effect to the sale of the management rights.

10.4 Notwithstanding anything hereinbefore contained the Body Corporate will Assist and shall not be entitled to make any objection, in respect of or by reason of:

- (a) any variation to the Scheme as contemplated by this Deed;
- (b) any buildings of adjoining owners encroaching on the Base Parcel or the Lot
- (c) any variation in the number of lots on the Plan, or the number, size, type, style, location or lot entitlement or permitted use of any lot on the Plan (including the Lot) or in or to the Common Property or rights in relation to the use thereof.
- (d) the By-Laws of the Body Corporate incorporated upon registration of the Scheme being amended subsequent to such registration as set out in the Community Management Statement in such other manner as the Seller may in its sole discretion deem desirable.
- (e) the existence or passage through or on the Base Parcel or the Scheme, or any adjoining property, of mains, pipes, wires or connections or any water, sewerage, drainage, gas, electricity, telephone, security or other system or service whether protected by easement or otherwise. The Body Corporate acknowledges that allowances for these are made under the Building Code of Australia and installation is practically required for the Scheme and installed in accordance with the Building Code of Australia and the requirements of the Local Authority;
- (f) any exclusive use rights, occupation authority, lease, licence or special rights given over the Common Property to any other party. This is to assist in the efficient and proper operation and maintenance of the Scheme;
- (g) alterations to the area or dimensions of the Scheme Land or the transfer or dedication of any part of it in accordance with the Approval;
- (h) the provisions of the Community Management Statement, Building Management Statement (if any) or any Easement;
- (i) changes to the Body Corporate levies or Lot Entitlements as long as any change in the ratio of the Body Corporate levies or Lot Entitlements of a Lot to the aggregate Lot Entitlement of all lots is not substantially varied.
- (j) the Seller causing the Body Corporate to hold meetings prescribed under the Regulation Module;
- (k) the content, size, location or timing of completion of any Facilities (it being understood that the Development is currently approved to be constructed in stages under the Existing Development but may be undertaken as a Layered Arrangement and that any changes in the timing, content, location or order of any Stage or the establishment of a Layered Arrangement may alter the timing for the completion, content or location of the Facilities);
- (l) any encroachment on the Common Property by improvements on neighboring land or vice versa;

- (m) the revision of the proposed budget information (as detailed in the Disclosure Statement) if circumstances (such as the underlying costs of services or equipment, or the Development proceeding as a Layered Arrangement, or the Scheme entering into a Facilities Sharing Agreement) change. In particular, but without limitation, the Body Corporate acknowledges that, depending on when the Scheme is developed compared to the rest of the Development, the budget information is likely to change to some degree. However, the Seller warrants to the Body Corporate that the proposed budget information was calculated on the best information available at the time of budget calculation, and that, in the opinion of the Seller, the budget information is a fair and reasonable assessment of the likely Body Corporate costs and outlays;
- (n) the incorporation of additional land to the Base Parcel or Scheme or the exclusion of part of the Base Parcel from the Scheme;
- (o) the Seller subdividing or amalgamating any lots in the Scheme or the Additional Scheme(s);
- (p) the inclusion of additional land into the Scheme of the Development whether as a lot or Common Property;
- (q) the transfer, dedication or excise of any land out of the Base Parcel, the Scheme Land or the Scheme;
- (r) an alteration in the access arrangements and facilities intended to benefit or burden the Scheme;
- (s) the creation of community titles schemes in addition to the Scheme and/or the creation of a Layered Arrangement of community titles schemes in the course of the Development;
- (t) the recording of a number of community management statements and survey plans in order to facilitate the carrying out of the Development;
- (u) the Seller making changes to Existing Approval to facilitate a layered arrangement of community titles schemes, staging or further staging of the Scheme and/or the Development;
- (v) construction of the Development being carried out progressively in any sequence determined by the Seller;
- (w) Facilities within any Stage being made available for use at different times including after Settlement;
- (x) any change in regulation module to apply to the Scheme.

## **11. VARIATIONS TO THE DEVELOPMENT**

- 11.1 The Body Corporate acknowledges that the demands of prospective buyers may be such as to necessitate a change in the design, layout, type, style, number, size or positioning of the other lots to be created from the Base Parcel.
- 11.2 All Body Corporate's acknowledgements and warranties will remain in force until the completion of the Development and all the Seller's lots have sold.
- 11.3 The Body Corporate agrees that:
  - (a) any part of the Base Parcel may not be developed or may be developed for a

purpose or use different from that originally contemplated or intended;

- (b) the Development (and any of the Base Parcel to be developed) may or may not be staged;
- (c) the Base Parcel may be developed in such a way to create and comprise balance lots, which may be used for any lawful purpose;
- (d) any Balance Lots may be subdivided to create their own community titles scheme and may not form part of the Scheme or may become a subsidiary scheme;
- (e) the use of Balance Lots may create noise, pedestrian and vehicle traffic and related activities and may cause inconvenience and disturbance to the Body Corporate and/or the owners of the Lots;
- (f) in so far as it is lawful, the Body Corporate will not object to any development of the Base Parcel or any activity whatsoever that are constructed on the Base Parcel.

11.4 The Seller may seek variations or changes to the Existing Approval obtained for the Development and without objection from the Body Corporate may: -

- (a) develop the Base Parcel progressively or in stages and in any sequence as determined by the Seller;
- (b) establish and develop a scheme (including a Principal Scheme) prior to, after or in conjunction with the establishment of the Scheme with the Scheme becoming a subsidiary scheme;
- (c) cause Facilities to be completed or available for use at different times depending on the progression and sequence of construction as determined by the Seller;
- (d) determine the way in which owners and occupiers in the Scheme or the Additional Schemes access facilities, including placing any restrictions or exclusions on the use of Facilities;
- (e) vary the Existing Approval to allow for mixed use development.
- (f) The Body Corporate may not Object or make any Claim (including issuing any proceedings for an injunction or damages or delaying settlement) or take any other action whatsoever in relation to any matters referred to in this clause 11.

## **12. ASSISTANCE**

12.1 The Body Corporate will Assist, at the Seller's cost, the Seller in carrying out all matters required by the Seller to complete the Development

## **13. COMPLIANCE**

13.1 The Parties agree to comply with the provisions of all statutes regulating or related to this Deed.

## **14. FURTHER ASSURANCES**

14.1 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 Deed.

## **15. SEVERABILITY**

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

## **16. ENTIRE UNDERSTANDING**

16.1 This Deed:

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

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

## **17. COUNTERPARTS AND ELECTRONIC COPIES**

17.1 This Deed may be executed in any number of counterparts. Each counterpart constitutes an original of this Deed, all of which together constitute one instrument. A party who has executed a counterpart of this Deed may exchange it with another party by faxing or sending by other electronic means the executed counterpart to that other party, and if requested by that other party, will promptly deliver the original by hand or post. Failure to make that delivery will not affect the validity of this Deed.

## **18. VARIATION**

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

## **19. WAIVER**

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

19.2 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.

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

19.4 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.

## **20. COSTS AND DISBURSEMENTS**

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

20.2 The Seller shall pay all stamp duty associated with this Deed

## **21. NOTICES**

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

- (a) delivered by hand at the address of the addressee set out in this Deed 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.

21.2 A Notice is deemed given and received:

- (a) if delivered, upon delivery;
- (b) if sent by post on the second 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.

21.3 Despite the previous cause, 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 the relevant facsimile has been sent.

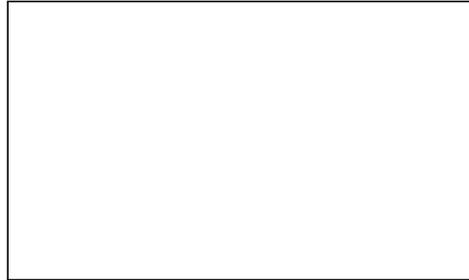
## **22. GOVERNING LAW AND JURISDICTION**

22.1 The law of Queensland governs this Deed.

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

**Executed as a Deed the                      day of 201 .**

Signed sealed and delivered by    )  
the Seller in accordance with       )  
section 127 of the Corporations     )  
Act 2001 the                      day    )  
of        201 in the                      )  
presence of:                                )



\_\_\_\_\_  
Director

(If required, place seal here)

\_\_\_\_\_  
Director/Secretary

\_\_\_\_\_  
A witness

\_\_\_\_\_  
Full name of witness

Signed sealed and delivered by    )  
the Body Corporate the            day   )  
of 201 in the                                )  
presence of:                                )



\_\_\_\_\_  
Chairperson

(If required, place seal here)

\_\_\_\_\_  
Secretary/ Treasurer

\_\_\_\_\_  
A witness

\_\_\_\_\_  
Full name of witness



**SCHEDULE 13**

**Agreement with Origin Energy Electricity Limited**



**CENTRALISED ENERGY EQUIPMENT – MASTER AGREEMENT TERMS  
ACT, QLD, SA, NT**

This Master Agreement is between Origin Energy Electricity Limited (ABN 33 071 052 287) (referred to as “us”, “we” or “our”) and the Premises Party specified in the Schedule (referred to as “you” or “your”).

EXECUTED as an agreement 24/12/2018 | 2:31:02 PM AEDT

SIGNED for and on behalf of **Origin Energy Electricity Limited ABN 33 071 052 287** by its duly authorised representative in the presence of:

DocuSigned by:  
*Jono O'Kane*  
303A52B43487411...

Signature of authorised representative

Jono O'Kane

Name of authorised representative

Manager New Property & Embedded Networks

Title of authorised representative

Date 24/12/2018 | 2:31:02 PM AEDT

SIGNED for and on behalf of **Property Developments No.1 Pty Ltd. ABN 32 150 555 856** by its duly authorised representative in the presence of:

DocuSigned by:  
*Glenn Heran*  
2266AF8B06F447C...

Signature of authorised representative

Glenn Heran

Name of authorised representative

Accounts Manager/Power of Attorney

Title of authorised representative

Date 21/12/2018 | 11:00:50 AM AEDT

**Assignment execution page**

By executing below on behalf of the Owners Corporation and the original Premises Party the assignment and novation of this Master Agreement and all Supply Orders executed prior to the date of assignment is given effect to under clause 17 of the Agreement.

The Common Seal of \_\_\_\_\_

ABN \_-\_\_\_\_\_ was affixed in the presence of:

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Signature of Chairman

\_\_\_\_\_  
Name of Secretary

\_\_\_\_\_  
Name of Chairman

Date\_\_\_\_\_

Date\_\_\_\_\_

**SIGNED** for and on behalf of **Property Developments No.1 Pty Ltd. ABN 32 150 555 856** by its duly authorised representative in the presence of:

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of authorised representative

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Title of authorised representative

Date\_\_\_\_\_

Date\_\_\_\_\_

**1. THIS AGREEMENT**

- 1.1 This Master Agreement is made up of these Master Agreement Terms and the Schedule.
- 1.2 To the extent of any inconsistency, the various parts of this Agreement prevail over the terms of each other part in the following order:
- (a) these Master Agreement Terms;
  - (b) the Schedule;
  - (c) any special conditions to a Supply Order; and
  - (d) the remaining terms of the relevant Supply Order.
- 1.3 Capitalised terms used in this Agreement are defined in clause 36.
- 1.4 You acknowledge that you enter into this Agreement for the benefit of each Origin Company.
- 1.5 We hold the benefit of this Agreement (including the right to recover any Liability) for our self and on trust for each Origin Company and are entitled to enforce this Agreement (including any indemnity), whether by way of equitable, legal or statutory relief, for our self and on behalf of any Origin Company.

**2. TERM**

- 2.1 This Master Agreement starts on the Start Date and continues until it is terminated by you or us.
- 2.2 The term of each Supply Order is as set out in the Supply Order.

**3. SUPPLY ORDERS**

- 3.1 Any services we provide pursuant to this Master Agreement must be provided under a Supply Order.
- 3.2 During the Term, you may request us to provide services at the Premises by making a written request to us specifying:
- (a) the general nature of the services sought; and
  - (b) any other information we may request relating to the services sought.
- 3.3 We must respond to a request under this clause in writing and advise:
- (a) that we do not agree to your request; or
  - (b) that we agree to provide the services, in which case, we will prepare a draft Supply Order and provide it to you.
- 3.4 If signed by both parties during the Term, each executed Supply Order forms a separate agreement between you and us.
- 3.5 The terms and conditions that will apply to each Supply Order are the terms set out in this Master Agreement and the relevant Supply Order. The terms of one Supply Order do not apply to the terms of any other Supply Order.
- 3.6 Each Supply Order must state that it is entered into pursuant to this Master Agreement.
- 3.7 We may nominate any Origin Company to be the provider of services and the party to a Supply Order.

**4. OUR APPOINTMENT**

- 4.1 You agree that we will be:
- (a) the sole operator of the Centralised Energy Equipment;
  - (b) a provider of Retail Services; and
  - (c) the sole provider of any premises Services.
- at the Premises for the Term.

**5. YOUR INFRASTRUCTURE**

- 5.1 You must, at no cost to us:
- (a) in the case of New Developments, install, commission, operate, maintain and repair or arrange for the installation, commissioning operation, maintenance and repair of the Premises Party Infrastructure at the Premises;
  - (b) in the case of Retrofit Developments:
    - (i) replace or arrange for the replacement of, any Premises Party Infrastructure so that it is compatible with the Centralised Energy Equipment and operate, commission, maintain and repair or arrange for the operation, commissioning, maintenance and repair of the Premises Party Infrastructure at the Premises; and
    - (ii) allow us to remove the existing infrastructure which is being replaced with the Centralised Energy Equipment.
  - (c) undertake all other infrastructure, plumbing, piping, electrical or other work at the Premises, required for us to install, commission, operate and maintain the Centralised Energy Equipment and provide the Retail Services.
- 5.2 The Premises, Premises Party Infrastructure and work undertaken under clause 5.1 must:
- (a) be free from Infrastructure Defects;
  - (b) be fit for its usual purpose; and
  - (c) be installed, operated, maintained and repaired:
    - (i) in accordance with all Approvals and applicable Regulatory Requirements (including those relating to units within the Premises at which life support equipment is in use) and the Final Drawings for the Premises; and
    - (ii) in a safe, timely, competent, efficient and professional manner which meets or exceeds the requirements of Good Industry Practice.
- 5.3 You must promptly advise us of any Infrastructure Defects in relation to the Premises or Premises Party Infrastructure.
- 5.4 You must notify us:
- (a) at least 10 Business Days before any planned outage or interruption; and
  - (b) as soon as possible of any unplanned outage or interruption,
- of the Premises Party Infrastructure which may affect the supply of Retail Services to any Customer.
- 5.5 You must provide us with copies of the Proposed Drawings for the Premises before the time specified in a Supply Order. You must consult with us in relation to these drawings. If:
- (a) we notify you that we cannot install the Centralised Energy Equipment or provide the Retail Services at the Premises due to the design shown in the Proposed Drawings; and
  - (b) you do not change the design so that we can carry out the installation and provide the Retail Services,

we may terminate the relevant Supply Order by notice to you, effective immediately.

- 5.6 You must provide us with Final Drawings for the Premises acceptable to us under clause 5.5.
- 5.7 If specified in a Supply Order, once the Centralised Energy Equipment is installed, you must connect that equipment to the Premises Party Infrastructure in accordance with the Regulatory Requirements.
- 5.8 You must comply with all Regulatory Requirements in relation to health, safety and the environment for the Premises and the Premises Party Infrastructure.

## 6. CENTRALISED ENERGY EQUIPMENT

- 6.1 We must supply, install and commission the Centralised Energy Equipment at the Premises at no cost to you (unless a cost is specified in a Supply Order):
- (a) for New Developments, at the stage of construction requested by you, provided your request is in accordance with usual industry practice;
  - (b) for Retrofit Developments, once we have removed the equipment which is being replaced with the Centralised Energy Equipment;
  - (c) once we are satisfied that it is safe to do so;
  - (d) once any conditions precedent set out in a Supply Order have been satisfied or waived by us; and
  - (e) once all Approvals relating to the Premises, Premises Party Infrastructure or Centralised Energy Equipment have been obtained, if those Approvals are required to be obtained prior to the installation of the Centralised Energy Equipment.
- 6.2 Prior to the installation, we may record the condition of the Premises.
- 6.3 The Centralised Energy Equipment must:
- (a) be free from Centralised Energy Equipment Defects;
  - (b) be fit for its purpose as specified in a Supply Order or if not specified, its usual purpose; and
  - (c) be installed, commissioned, operated, maintained and repaired:
    - (i) in accordance with all Approvals and applicable Regulatory Requirements (including those relating to units within the premises at which life support equipment is in use); and
    - (ii) in a safe, timely, competent, efficient and professional manner which meets or exceeds the requirements of Good Industry Practice.
- 6.4 You must promptly notify us, by contacting our National Response Centre by telephone on 1800 002 438, of any faults you identify with the Centralised Energy Equipment.
- 6.5 If we identify any faults with the Centralised Energy Equipment, we will, at our discretion, either replace or repair the Centralised Energy Equipment.
- 6.6 We may deactivate or remove (or both) all or part of the Centralised Energy Equipment at any time:

- (a) if we believe it is appropriate in an emergency, for safety reasons, to protect the Centralised Energy Equipment or to prevent loss or damage being suffered by us or you; or
- (b) for repairs, maintenance or testing, or to replace all or part of the Centralised Energy Equipment.

- 6.7 We must comply with all Regulatory Requirements in relation to health, safety and the environment for the Centralised Energy Equipment.
- 6.8 We retain title to the Centralised Energy Equipment unless and until we transfer that title in accordance with this Agreement. You have no right to possession or custody of the Centralised Energy Equipment.
- 6.9 We retain title to the Remote Electronic System and title to that system will not pass to you in any circumstances.
- 6.10 You must provide or make available all assistance, information and utilities and amenities (such as electricity and water) reasonably necessary in order for us to perform our obligations under this Agreement, including for us to install, repair, maintain, operate, commission, remove and replace the Centralised Energy Equipment.
- 6.11 The parties agree that the Centralised Energy Equipment is a chattel and not a fixture.

## 7. ACCESS TO AND LICENCE OVER THE PREMISES

- 7.1 You grant us and our Representatives a non-exclusive licence to access the Premises, including the Common Property, as reasonably required for the purposes of this Agreement, including to allow us or our Representatives to:
- (a) install, operate, inspect, maintain, repair, replace, disconnect, reconnect or remove the Centralised Energy Equipment,
  - (b) store equipment and materials on the Premises in connection with removal or installation, or any other obligation of ours under a Supply Order; and
  - (c) read, disconnect or reconnect any Meter or supply of Retail Services.
- 7.2 You acknowledge and agree our access and use under the licences granted in clauses 7.1 and 7.4 will not interfere, to an unreasonable extent, with the use or enjoyment of any part of the Premises, including the Common Property.
- 7.3 You must ensure our access to the Premises is safe, convenient and unhindered. You must ensure we can access the Premises:
- (a) immediately if we need access urgently, for example, to prevent loss or damage being suffered by you or us; or
  - (b) otherwise between 9am – 6pm on a Business Day, within 3 Business Days of the date we contact you to arrange to do so; or
  - (c) as otherwise specified in a Supply Order.
- 7.4 You grant us a non-exclusive licence over, and for the use and enjoyment of, those parts of the Premises where the Centralised Energy Equipment is to be installed or located.
- 7.5 The licence in clause 7.4 will automatically be created on and from the Start Date. It will continue until either we have removed the Centralised

Energy Equipment from the Premises or until title to the Centralised Energy Equipment transfers to you in accordance with this Agreement.

- 7.6 While we are accessing the Premises, we and our Representatives will comply with any reasonable procedures, including site safety procedures, relating to the Premises previously specified to us by you. Where you require us to comply with any such procedure, you must provide:

- (a) us with a written copy of it; and
- (b) training to all our Representatives accessing the Premises in how to comply with it.

- 7.7 You must notify us in writing of any special hazards or danger attaching to the Premises.

## 8. APPROVALS

- 8.1 You must obtain any Approval relating to the Premises and the Premises Party Infrastructure, and, if specified in a Supply Order, Your Centralised Energy Equipment Approvals, within any time period set by the Regulatory Requirements or, if no such time period is set, then promptly and without delay.

- 8.2 We must obtain any Approval (other than Your Centralised Energy Equipment Approvals) relating to the Centralised Energy Equipment within any time period set by the Regulatory Requirements or, if no such time period is set, then promptly and without delay.

- 8.3 You must co-operate to facilitate any Approval relating to the Centralised Energy Equipment to be obtained within any time period set by the Regulatory Requirements.

- 8.4 A party may terminate a Supply Order immediately by notice to the other party, and clause 16.1 will apply, if any Approval is:

- (a) not obtained within any time period set by the Regulatory Requirements;
- (b) where no time period is set by the Regulatory Requirements, not obtained promptly and without delay;
- (c) refused; or
- (d) revoked, terminated or otherwise ceases to apply.

- 8.5 We may terminate a Supply Order immediately by notice to you, and clause 17.1 will apply, if any condition precedent specified in that Supply Order is not met or waived by us within 24 months of the execution of the Supply Order by both parties. We may extend the 24-month period by notice to you.

## 9. MUTUAL OBLIGATIONS

- 9.1 In performing its obligations under this Agreement each party must:

- (a) comply with all Regulatory Requirements;
- (b) not, by its act or omission, place the other party in breach of any Regulatory Requirement or Approval; and
- (c) provide all things and take all measures necessary to protect people and property.

- 9.2 Any warranty or guarantee required by law to be incorporated into this Agreement is incorporated. Any warranty, guarantee or implied term which can be excluded by law is excluded.

## 10. YOUR OBLIGATIONS FOR CENTRALISED ENERGY EQUIPMENT

- 10.1 You must prevent any damage to the Centralised Energy Equipment, including by:

- (a) securing the Centralised Energy Equipment in locked cabinets or as otherwise specified in a Supply Order, and notifying us immediately if you become aware that any such equipment is missing, stolen or damaged; and
- (b) ensuring that neither you nor any of your Representatives or any third party damages, tampers, interferes or otherwise deals with any part of the Centralised Energy Equipment, except where reasonably necessary for the purpose of preventing material damage to property or for public safety.

- 10.2 You are responsible for, and must reimburse us for, any damage to or interference with any of the Centralised Energy Equipment located or installed at the Premises other than:

- (a) normal wear and tear; or
- (b) damage as a result of any act or omission by us or any of our Representatives.

- 10.3 If you require us to relocate the Centralised Energy Equipment to another location at the Premises, then you must pay all of our costs in doing so.

## 11. RETAIL SERVICES

- 11.1 We will offer to supply Retail Services to the Customers:

- (a) once the relevant infrastructure is in place and we are satisfied it is safe to do so;
- (b) subject to our standard credit, identification and other checks;
- (c) on terms which include or are consistent with any customer term set out in a Supply Order; and
- (d) on other terms determined by us.

- 11.2 We will enter into agreements for Retail Services with individual Customers who elect to take up our offer and:

- (a) impose charges and fees in respect of the supply of the Retail Services;
- (b) invoice the Customers for the supply of Retail Services on cycles determined by us;
- (c) collect payment of accounts from the Customers; and
- (d) connect and disconnect the Retail Services, in each case in accordance with the terms of the relevant customer agreement.

- 11.3 You must not disconnect any Customer's Retail Services or the Centralised Energy Equipment.

- 11.4 We may exchange information with our Related Bodies Corporate, Representatives and service providers where required to perform our obligations under this clause 11.

- 11.5 You must:

- (a) refer all matters relating to the Retail Services or individual Customer agreements to us; and
- (b) not enter into any agreement, arrangement or undertaking with, or make any representation or give any undertaking or commitment to, a

Customer concerning the Retail Services or their customer agreement.

## 12. PREMISES SERVICES

- 12.1 You engage us to provide Premises Services if specified in a Supply Order.
- 12.2 The Supply Order will also specify any of the following as applicable:
- (a) what charge will apply for the provision of the Premises Services;
  - (b) any obligations on you that must be satisfied in order for us to provide the Premises Services; and
  - (c) any specific circumstances in which our obligation to provide Premises Services will automatically terminate, and we will cease providing the Premises Services.
- 12.3 You must notify us as soon as practicable if you become aware that any obligation referred to in clause 12.2(b) is not satisfied.

## 13. INVOICING AND PAYMENT

- 13.1 We will issue invoices to you after the end of each calendar month in which an amount becomes payable by you.

## 14. PAYMENT AND DISPUTES

- 14.1 Unless you dispute an invoice or part of an invoice; you must pay the amount of a valid invoice to us by the Due Date.
- 14.2 If you fail to pay an invoice in full or in accordance with clause 14.5 by the Due Date, we may:
- (a) charge you Interest on the unpaid amount from the Due Date; and
  - (b) recover our costs of enforcing payment of the invoice from you.
- 14.3 Where you dispute an invoice, you must provide us with written notice setting out why the amount of the invoice is incorrect by the Due Date.
- 14.4 We will assess your claim as soon as reasonably practicable and advise if we agree the original invoice was incorrect. If we do not agree with your claim the dispute resolution procedures in clause 21 apply.
- 14.5 Where you dispute part of any invoice and the dispute is not resolved by the Due Date, you must pay by the Due Date the undisputed amount.
- 14.6 Once the dispute is resolved:
- (a) if we owe you a refund, we will pay you that amount; or
  - (b) if you owe us an amount, it must be paid within 2 weeks from the date the dispute is resolved.

## 15. CUSTOMER DETAILS AND PRIVACY

- 15.1 Each party must comply with the *Privacy Act 1988* (Cth).
- 15.2 If we are unable to contact an owner or occupier of a unit (who is a current or potential Customer), you must use reasonable endeavours to assist us to deliver written communications from us to the owner or occupier at the unit.
- 15.3 We may collect, hold, use and disclose Personal Information about you, Customers or Personnel disclosed to us in the course of performing this Agreement or providing any Retail Services in

accordance with our Privacy Policy and the applicable privacy collection statements (see [originenergy.com.au/privacy](http://originenergy.com.au/privacy)).

## 16. TERMINATION

- 16.1 A party may terminate a Supply Order (in part or in full):
- (a) if the other party becomes insolvent;
  - (b) if the other party is in breach of the relevant Supply Order and fails to remedy that breach within 1 month of receipt of a notice to do so;
  - (c) immediately upon notice to the other party if an event of Force Majeure which has been notified in accordance with clause 26 continues for more than 3 months in respect of that Supply Order;
  - (d) if any representation or warranty made by the other party is untrue or misleading (whether by omission or otherwise) when made.
- 16.2 Without limiting clause 16.1, we may terminate a Supply Order (in part or in full) in the following circumstances:
- (a) in accordance with clause 5.5; or
  - (b) in accordance with clause 8.5.
- 16.3 Either party may terminate:
- (a) a Supply Order in accordance with clause 8.4; or
  - (b) this Master Agreement or any Supply Orders (in part or in full) at any time by giving the other party not less than 6 months written notice, unless specified otherwise in a Supply Order.
- 16.4 If this Master Agreement is terminated in accordance with this clause 16, any and all Supply Orders entered into under this Agreement in place immediately prior to such termination will remain in effect until the earlier of:
- (a) the end of the relevant Supply Term; and
  - (b) the relevant Supply Order (in part or in full) is terminated in accordance with this clause 16.

## 17. WHAT HAPPENS IF THIS AGREEMENT IS TERMINATED

- 17.1 In addition to any rights arising as a consequence of termination for breach, if any Supply Order is terminated for any reason other than termination by us under clause 16.3(b), then we may at our option:
- (a) sell the Centralised Energy Equipment to you and you must purchase the Centralised Energy Equipment from us. The date of the sale will be the date we notify you that we have elected to sell the Centralised Energy Equipment to you. The price payable by you for the Centralised Energy Equipment will be the value of the Centralised Energy Equipment as determined in accordance with the relevant Supply Order. You must pay the amount payable within 1 month of receipt of an invoice from us. Title to the Centralised Energy Equipment will pass to you once the invoice is paid in full;
  - (b) remove the Centralised Energy Equipment; or
  - (c) forfeit the Centralised Energy Equipment to you, in exchange for the payment of the sum of \$1.00 on request. The date of the forfeiture will be the date we notify you that we have

elected to forfeit the Centralised Energy Equipment to you. Title to the Centralised Energy Equipment will pass to you on the date of forfeiture,

but if we terminate a Supply Order under clause 16.3(b), then only clause 17.1(b) or (c) will apply at our option, unless you and we agree in writing an alternative arrangement in relation to the Centralised Energy Equipment.

- 17.2 Termination of this Agreement is without prejudice to the rights of the parties occurring before the date of termination.
- 17.3 If title to the Centralised Energy Equipment is transferred to you in accordance with clauses 17.1(a) or (c), the Centralised Energy Equipment will transfer to you in the condition it is in at the date of the sale or forfeiture (as relevant) and all risk in the Centralised Energy Equipment will pass to you on that date. We will not be required to conduct any maintenance or repairs prior to (or after) transferring the Centralised Energy Equipment to you.
- 17.4 If we remove the Centralised Energy Equipment in accordance with clause 17.1(b), we will leave the Premises in a safe and functional condition (taking into account fair wear and tear). However, we will not remedy any aesthetic damage such as scratching or fading of walls or roof, or repair damage not caused by us or the Centralised Energy Equipment.
- 17.5 In this clause 17, the Centralised Energy Equipment does not include the Remote Electronic System.

#### 18. ENTRY INTO THIS AGREEMENT BY OWNERS CORPORATION

- 18.1 This clause 18 only applies for New Developments. References to Supply Orders in this clause 18 refer to Supply Orders executed prior to the Assignment Date.
- 18.2 You must promptly register the Plan in respect of the Premises.
- 18.3 Promptly after registration of the Plan you must procure this Master Agreement be signed by both the Owners Corporation and by you (again), to give effect to the assignment and novation documented in this clause 18. We will be deemed to have signed this Master Agreement again to give effect to the assignment and novation documented in this clause 18 if all of the following apply on the Assignment Date:
- (a) the Owners Corporation has been properly established;
  - (b) construction of the Premises has reached practical completion;
  - (c) the Owners Corporation has taken out the insurances required under clause 27;
  - (d) the original Premises Party is not in breach of any provision of this Agreement,
- but if any of clauses 18.3(a)-(d) do not apply on the Assignment Date then there will be no effective assignment under this clause 18 unless we sign this Master Agreement again.
- 18.4 With effect from the Assignment Date:
- (a) you assign to the Owners Corporation all rights and benefits under this Master Agreement and all Supply Orders to which, but for this clause

18, you would have been entitled to on or after the Assignment Date;

- (b) the Owners Corporation accepts the assignment of your rights and benefits under this Master Agreement and all Supply Orders pursuant to clause 18.4(a).
- 18.5 With effect on and from the Assignment Date, the Owners Corporation:
- (a) assumes and must perform all obligations and discharge all liabilities under this Master Agreement and all Supply Orders that, but for this clause 18, you would have been required to perform or discharge on and after the Assignment Date; and
  - (b) is bound by and must comply with all other provisions of this Master Agreement and all Supply Orders which, but for this clause 18, you would have been bound by on and after the Assignment Date.
- 18.6 We consent to:
- (a) the assignment of the rights and benefits under this Master Agreement and all Supply Orders to the Owners Corporation pursuant to clause 18.4 and acknowledge that the Owners Corporation is entitled to the rights and benefits under this Master Agreement and all Supply Orders to which, but for this clause 18, you would have been entitled to on and after the Assignment Date; and
  - (b) the Owners Corporation, pursuant to clause 18.5, assuming and performing your obligations and discharging your liabilities under this Master Agreement and all Supply Orders that arise or are to be performed or discharged by you on or after the Assignment Date.
- 18.7 With effect on and from effective assignment and novation as contemplated in this clause 18, we release the original Premises Party from all obligations and liabilities under this Master Agreement and all Supply Orders to be performed or discharged on or after the Assignment Date.
- 18.8 Nothing in this clause 18:
- (a) affects the original Premises Party's or our rights, liabilities or obligations under this Master Agreement and all Supply Orders before the Assignment Date; or
  - (b) releases the original Premises Party or us from any obligation or liability under this Master Agreement and all Supply Orders arising before the Assignment Date and the Owners Corporation does not assume any such obligation or liability.
- 18.9 On and from the Assignment Date, the address and contact details of the Owners Corporation for the purpose of notices issued under this Master Agreement and all Supply Orders will be as notified by the Owners Corporation under this Agreement from time to time.
- 18.10 For the purposes of giving effect to this Master Agreement and all Supply Orders and this clause 18:
- (a) on the Start Date, this Master Agreement and any Supply Orders executed on or around the

Start Date come into effect between the original Premises Party and us;

- (b) any Supply Orders come into effect on the date they are executed;
- (c) on the Assignment Date, the assignment and novation under this clause 18 comes into effect between you, the Owners Corporation and us; and
- (d) you, the Owners Corporation and we each make the representations and give the warranties set out in clauses 19.1 and 20.2.

## 19. WARRANTIES

19.1 Each party represents and warrants that:

- (a) it validly exists under the law of the place of its incorporation, has the power to sign this Agreement and has all authority and rights needed to perform it;
- (b) all information it provides, or causes to be provided, to the other party is accurate, up to date and complete; and
- (c) signing or performing of this Agreement will not breach, conflict with or infringe any other obligation, agreement, Regulatory Requirement or Encumbrance by which it is bound.

## 20. PARTNERSHIPS AND TRUSTS

20.1 If you are a partner in a partnership, each partner is jointly and severally liable under this Agreement.

20.2 If you enter this Agreement as a trustee you represent and warrant in your own right and as trustee of the Trust, that as at the date of this Agreement and until such time as all your obligations under this Agreement are discharged:

- (a) you are the sole trustee of the Trust;
- (b) you have the requisite capacity and authority to enter this Agreement on behalf of, and to bind the beneficiaries of, that Trust and to perform all obligations under this Agreement pursuant to the documents governing that Trust; and
- (c) you have the right to be fully indemnified out of the assets of the Trust in relation to this Agreement and the assets of the Trust are sufficient to satisfy all obligations of the Trust under this Agreement.

## 21. INDEMNITIES AND LIABILITY

21.1 You indemnify us and our Representatives against any claim or from any Liability we incur or suffer in connection with or arising from this Agreement, relating to:

- (a) your breach of this Agreement, a Regulatory Requirement or an Approval or contributing to our breach of a Regulatory Requirement or an Approval;
- (b) your negligence or that of your Representatives; and
- (c) any personal injury, illness, disease or death of:
  - (i) any of your Representatives; and
  - (ii) any of our Representatives or any third party, but in this case only to the extent that such personal injury, illness, disease

or death is caused or contributed to by an act or omission (whether negligent or otherwise) or by a breach of duty (whether statutory or otherwise) of you or your Representatives.

21.2 Neither party nor its Representatives are liable, and must not make a claim against, the other party for any Excluded Loss in connection with or arising from this Agreement.

21.3 Subject to clause 21.4, to the extent permitted by law, the total aggregate Liability of a party to the other party in connection with or arising from this Agreement is limited to the greater of:

- (a) \$100,000; and
- (b) the Installation Value of the Centralised Energy Equipment.

21.4 The limitation of Liability in clause 21.3 will not apply:

- (a) for any Liability for personal injury, illness, disease or death; or
- (b) to the extent that a party is either entitled to be indemnified or paid for that Liability under any insurance policy held by that party or would have been so entitled or paid if it had:
  - (i) complied with its insurance obligations under this Agreement;
  - (ii) promptly claimed, and diligently pursued, such claim under that insurance policy; and
  - (iii) complied with the terms and conditions of that insurance policy.

## 22. DISPUTE RESOLUTION

22.1 All disputes must be dealt with in accordance with this clause 22.

22.2 The party claiming the dispute must give a written notice to the other party setting out particulars of the dispute (**Dispute Notice**).

22.3 If for any reason the dispute has not been resolved within 4 weeks after service of the Dispute Notice either party may commence court proceedings.

22.4 Pending the resolution or determination of a dispute, you and we must continue to perform our respective obligations under this Agreement.

22.5 Nothing in this clause 22 prevents a party from:

- (a) seeking urgent interlocutory or declaratory relief where, in that party's reasonable opinion, that action is necessary to protect that party's rights; or
- (b) terminating this Agreement where it has a right under the Agreement to do so.

## 23. CONFIDENTIALITY

23.1 Each party must keep all Confidential Information confidential.

23.2 A party may disclose Confidential Information:

- (a) with the other party's prior written consent;
- (b) on a confidential basis to its Representatives, advisers and insurers (or those of a Related Body Corporate) to the extent disclosure is reasonably required; or
- (c) if required by Regulatory Requirements or applicable stock exchange rules.

**24. ASSIGNMENT**

- 24.1 We may assign, transfer or novate this Agreement (including the licences granted to us under clause 7) to any of our Related Bodies Corporate or any third party by prior notice to you.
- 24.2 Except as provided for in clause 18 or 24.3, you may only assign, transfer or novate this Agreement with our prior written consent.
- 24.3 If you sell or otherwise dispose of your interest in the Premises prior to the Owners Corporation entering this Agreement in accordance with clause 18, you must:
- (a) give written notice to any sales agents and prospective purchasers about this Agreement; and
  - (b) assign or novate this Agreement to the Purchaser (on terms acceptable to us acting reasonably) so that the Purchaser will be bound by your obligations under this Agreement as if the Purchaser had originally entered into this Agreement as you.
- 24.4 If you are the Owners Corporation, you must not Encumber this Agreement.

**25. SUBCONTRACTING**

- 25.1 We may subcontract all or part of our obligations under this Agreement to any third party. We may perform any obligations under this Agreement through a Representative.

**26. FORCE MAJEURE**

- 26.1 A party will be excused for any non-performance of its obligations under this Agreement (other than an obligation to pay money) during the time and to the extent that Force Majeure prevents the party from doing so.
- 26.2 A party must:
- (a) try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
  - (b) give the other party prompt notice of the Force Majeure including details of its expected duration.
- 26.3 If the effects of such an event are widespread, we may give you prompt notice by making the necessary information available on a 24-hour telephone service promptly after becoming aware of the event.

**27. INSURANCE**

- 27.1 For New Developments, you must, or must cause your contractors and subcontractors to, obtain and maintain until practical completion of construction of the Premises, with a major insurance company carrying on general insurance business in Australia, "Construction All Risks" insurance for a liability of not less than the full value of construction including the full value of the Centralised Energy Equipment as notified by us to you.
- 27.2 You must obtain and maintain for the Supply Term, with a major insurance company carrying on general insurance business in Australia:
- (a) any insurance required by a Regulatory Requirement; and
  - (b) current third-party public and product liability insurance covering liability to us, our Representatives and any third party for death

or bodily injury (including illness) and loss of and/or damage to (or loss of use of) any property arising out of anything done or omitted to be done by you and liabilities arising from sudden and accidental pollution for the following minimum amounts:

- (i) for public liability - \$10 million per incident; and
- (ii) for products liability - \$10 million for any 12-month period.

- 27.3 You must obtain and maintain from the date of practical completion of the building and for the remainder of the Supply Term, with a major insurance company carrying on general insurance business in Australia, building insurance for a liability of not less than the full value of the building including the full value of the Centralised Energy Equipment as notified by us to you.

- 27.4 On request from us you must provide us with evidence of the insurances maintained in accordance with this clause 27.

**28. GST**

- 28.1 In this clause, all terms that are defined in the GST law have the same meaning in this clause.
- 28.2 Unless otherwise stated, monetary amounts are stated exclusive of any GST component. Amounts calculated by reference to monetary amounts are to be calculated on the GST exclusive component.
- 28.3 The supplier will add the prevailing rate of GST onto the consideration for any taxable supplies made in connection with this Agreement, and the recipient agrees to pay that GST following the receipt of a tax invoice from the supplier. The GST applicable to any taxable supplies made in connection with this Agreement is payable at the same time as the consideration for those supplies. Where a party reimburses the other party for an expense or other amount, the reimbursement will be net of any input tax credit the supplier is entitled to claim.

**29. TAXES**

- 29.1 Prior to signing this Agreement, you must provide us with a valid Australian Business Number. We will have no obligations under this Agreement until you provide a valid Australian Business Number to us.
- 29.2 If we are required in our opinion to withhold any amount in respect of tax from a payment to be made to you under this Agreement, we are entitled to do so and such withholding and payment to the relevant taxing authority will be a good discharge of our obligation to pay the relevant amount to you. In the event that we pay an amount to you without withholding an amount in respect of tax, you indemnify us for any loss suffered by us as a result of failing to withhold.

**30. LAWS APPLICABLE TO THIS AGREEMENT**

- 30.1 This Agreement is governed by the laws in force in the state or territory where the Premises is located.
- 30.2 Each party submits to the non-exclusive jurisdiction of the courts of that place.

**31. PERSONAL PROPERTY SECURITIES ACT**

- 31.1 We may apply for any registration, or give any notice, in connection with this Agreement under the PPSA. You consent to such registration or notice and agree to waive your right to receive a

verification statement, and agree not to make an amendment demand.

- 31.2 Except where required by section 275(7) of the PPSA, information of the kind mentioned in section 275(1) of the PPSA must not be disclosed by either party.

### 32. VARIATIONS TO THIS AGREEMENT AND WAIVER

- 32.1 Unless otherwise specified in this Agreement, any variations to the terms of this Agreement or any waiver of any rights of any party has no effect unless it is in writing and signed by the parties (in the case of a variation) or the party granting the waiver (in the case of a waiver).
- 32.2 A party's failure or omission to exercise, enforce or require strict or timely compliance with any provision of this Agreement does not affect or impair that provision, or the right of that party to avail itself of the remedies it may have in respect of any breach of that provision.

### 33. NOTICES

- 33.1 A notice or other communication under this Agreement is only effective if:
- in writing and addressed to the person to whom it is given; and
  - sent to the relevant party's address for notices as specified in the Schedule or amended by a party by notice to the other party; or
  - sent by email to the email address notified by the relevant party to the other party.
- 33.2 A notice is given:
- if sent by email – 24 hours after the email was sent, unless the sender receives an automated message that the email was not delivered or knows the email was not delivered or could not be read; or
  - if sent by mail – if sent by priority mail, 3 Business Days after posting, or if sent by regular mail, 6 Business Days after posting.

### 34. ANTI-BRIBERY

- 34.1 You must, and must ensure that your Representatives, comply with all applicable anti-bribery, fraud, secret commission and corruption laws.
- 34.2 You agree that you and your Representatives have not received, and will not receive, any payment, benefit or other thing of value (whether by way of gift, kickback or otherwise) in connection with this Agreement that is not legitimately due to you or your Representatives.
- 34.3 You must not, and must ensure that your Representatives do not, make any facilitation payment in connection with this Agreement.

### 35. GENERAL PROVISIONS

- 35.1 This Agreement supersedes all prior and other negotiations, representations, proposals, understandings and agreements, whether written or oral, relating to the subject matter of this Agreement.
- 35.2 You acknowledge you have not relied on any predictions, forecasts, advice or statements of opinion by us, or any of our employees or agents, as to the appropriateness or financial effect of this Agreement or the provision of any Retail Services or market conditions.

- 35.3 Clauses 7, 17, 18.10(c), 19, 20.2, 21, 22, 23, 27, 28 and 29 survive termination or expiry of this Agreement. Other terms of this Agreement will survive termination or expiry of this Agreement where it is necessary for it to do so to enable a party to enforce a right accrued on or before termination or expiry.

- 35.4 It is not necessary for us to incur an expense or make a payment before enforcing a right of indemnity conferred by this Agreement.

- 35.5 If any part of this Agreement is unlawful, unenforceable or invalid, that part will be treated as removed from the Agreement, but the rest of the Agreement is not affected.

### 36. DEFINITIONS

The following definitions apply in this Agreement unless the context requires otherwise.

**Approval** means any licence, permit, consent, authorisation, approval, registration, determination, certificate, exemption, filing, notice, qualification or other requirement (and any conditions attached to any of them) of or issued by any Regulatory Authority that must be obtained, held or satisfied by a party to supply, perform, receive or use the services to be supplied or perform that party's obligations under this Agreement or otherwise in relation to this Agreement.

**Assignment Date** means:

- if we are deemed, under clause 18.3, to have signed this Master Agreement again to give effect to the assignment and novation documented in clause 18, the date the assignment execution page has been signed by both the Owners Corporation and the original Premises Party; or
- otherwise, the date the last party to do so, including us, has signed the assignment execution page.

**Australian Standards** means the standards developed and approved by or on behalf of Standards Australia Limited ABN 85 087 326 690 and designated as an "Australian Standard".

**Business Day** means a day which is not a Saturday, Sunday or a state wide public holiday in the state in which the Premises is located.

**Centralised Energy Equipment** means:

- the apparatus, equipment and accessories installed by us at the Premises as set out in a Supply Order; and
- the Remote Electronic System, where set out in a Supply Order, unless expressly stated otherwise in these Master Agreement Terms.

**Centralised Energy Equipment Defect** means, with respect to the Centralised Energy Equipment:

- any error, defect, omission, deficiency, non-conformity, fault, failure, malfunction or discrepancy of any type and howsoever arising, whether or not in comparison against any Regulatory Requirement, Approval or any warranty or guarantee (including a performance warranty or guarantee) (as the context requires); or
- any other failure of the Centralised Energy Equipment to comply with the requirements of this Agreement.

**Common Property** means all the areas of the Premises which are owned or controlled by you including the areas shown as common property on the Plan.

**Confidential Information** means:

- (a) this Master Agreement;
- (b) any Supply Order;
- (c) all information relating to the value of the Centralised Energy Equipment or Remote Electronic System disclosed or made available to a party by or on behalf of the other party; or
- (d) all information a party derives or produces, whether in whole or in part, from the information disclosed under paragraphs (a) to (c).

**Customer** means any person who enters into a contract with us for the purchase of, or who uses (without having agreed to a written contract with us), Retail Services at the Premises. Where you are supplied with Retail Services, Customer includes you.

**Dispute Notice** has the meaning given in clause 22.2.

**Due Date** means the date for payment set out on the invoice.

**Encumbrance** includes any mortgage, charge, pledge, lien, encumbrance, assignment, security interest, title retention, possessory right, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person by way of security for the payment of a debt or any other obligation.

**Excluded Loss** means any:

- (a) loss of contract, profit, revenue or anticipated savings;
- (b) loss of or damage to, reputation, credit rating or goodwill;
- (c) loss or denial of opportunity;
- (d) loss of access to markets;
- (e) overheads and wasted expenditure;
- (f) financing costs;
- (g) special, incidental or punitive damages; or
- (h) any loss or damage arising from special circumstances that are outside the ordinary course of things,

however, arising in respect of any circumstances under or in connection with this Agreement, and regardless of whether a claim for same is made under this Agreement, a Regulatory Requirement, tort, negligence, strict liability, under an indemnity or a warranty, in equity or otherwise.

**Final Drawings** means the final version of the Proposed Drawings.

**Force Majeure** means, with respect to an obligation of a party under this Agreement, any event or circumstance occurring on or after the Start Date that:

- (a) is not within the reasonable control of that party;
- (b) could not be prevented, overcome or remedied by the exercise of due diligence and Good Industry Practice by that party; and
- (c) results in that party being unable to meet or perform that obligation or delays its ability to do so.

**Good Industry Practice** means, in relation to any activity, the exercise of that degree of skill, care, diligence, prudence, methods, practices, processes, workmanship and use of materials and equipment that would be reasonably exercised by a skilled and experienced person who:

- (a) is engaged in the carrying out of activities of the same nature and extent as the relevant activity by reference to proper and prudent practices recognised

internationally, but as applied to circumstances prevailing in Australia and to the operations contemplated by this Agreement;

- (b) knows the facts that were known, or should reasonably have been known, to the person performing the activity at that time;
- (c) complies with all applicable Regulatory Requirements; and
- (d) acts to the standards and in the manner required by clause 9.

**GST law** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Infrastructure Defect** means, with respect to the Premises or any Premises Party Infrastructure:

- (a) any error, defect, omission, deficiency, non-conformity, fault, failure, malfunction or discrepancy of any type and howsoever arising, whether or not in comparison against any Regulatory Requirement, Australian Standard, Approval or any warranty or guarantee (including a performance warranty or guarantee) (as the context requires); or
- (b) any other failure of the Premises or the Premises Party Infrastructure to comply with the requirements of this Agreement.

**Installation Value** means the value specified in a Supply Order, being the estimated value of the Centralised Energy Equipment including installation cost.

**Interest** means the rate of interest on any day which is the average bid rate for bills having a tenor of 90 days which is displayed on the page of the Reuters Monitor System designated "BBSY" plus 2%, calculated daily, and at our discretion, compounded monthly.

**Liability** includes any loss, damage, liability, cost, charges and expenses.

**Master Agreement Terms** means this document.

**Meter** means a meter installed at the Premises pursuant to a Supply Order to measure Retail Services used by a Customer.

**New Development** means a development where you are undertaking or have undertaken the design and construction of the Premises.

**Origin Company** means Origin Energy Limited ABN 30 000 051 696 and any of its Related Bodies Corporate.

**Owners Corporation** means the body corporate or owners corporation for the Premises whose identity and contact details (including full name, ABN, address for notices, telephone number and contact representative) have been notified to us.

**Personal Information** has the meaning given in the *Privacy Act 1988* (Cth).

**Personnel** means those persons who a party uses to perform that party's obligations, whether an employee, director, officer, representative, contractor, subcontractor, agent of or secondee to, that party or any of its Related Bodies Corporate or otherwise.

**Plan** means:

- (a) if the Premises are in South Australia, the plan of community division and scheme description;
- (b) if the Premises are in Queensland, the plan and community management statement;
- (c) if the Premises are in the Northern Territory, the scheme statement;

(d) if the Premises are in the Australian Capital Territory, the registered units plan, set out in item 4 of the Schedule.

**Premises:**

- (a) means the building and adjacent land described in item 4 of the Schedule; and
- (b) includes the Common Property; and
- (c) if the Premises is in Queensland or South Australia, then once the Plan is registered, also includes the scheme land (excluding the lots in the scheme).

**Premises Party** means the party specified in item 3 of the Schedule.

**Premises Party Infrastructure** means the piping, plumbing, electrical and other infrastructure including that set out in a Supply Order, but excluding the Centralised Energy Equipment.

**Premises Services** means any premises services specified in a Supply Order.

**Proposed Drawings** means the proposed drawings specified in a Supply Order.

**Purchaser** means a transferee or assignee of your interest in the Premises.

**Regulatory Authority** means:

- (a) any government or a governmental, quasi-governmental or judicial entity or authority;
- (b) a stock exchange; and
- (c) any other authority, agency, commission, regulator, ministry, department, instrument, tribunal (including any pricing body), enterprise or similar entity,

that has powers or jurisdiction under any Regulatory Requirement over a party or any act relating to this Agreement.

**Regulatory Requirement** means:

- (a) any act, regulation or other statutory instrument or proclamation of any applicable jurisdiction in which any act or obligation in connection with this Agreement is or is to be carried out or regulated;
- (b) any applicable law, whether of a legislative, equitable or common law nature;
- (c) any applicable Australian Standards and codes (including voluntary codes with which we or any of our Related Bodies Corporate have committed to comply); and
- (d) any judgment, decree or similar order with mandatory effect or any binding requirement or mandatory approval of a Regulatory Authority, including any Approval,

relevant to the supply, performance, receipt or use of the services to be supplied, or to the performance of a party's obligations, under this Agreement or otherwise relevant to a party.

**Related Body Corporate** has the meaning given in the *Corporations Act 2001* (Cth).

**Remote Electronic System** means the software and hardware used by us to read the Meters remotely.

**Representative** means a party's Personnel and any other officer, director, employee, representative, agent of or secondee to, a party or any of its Related Bodies Corporate.

**Retail Services** means the sale of retail services by us to Customers as described in a Supply Order.

**Retrofit Development** means a development where you are not undertaking or have not undertaken the design and construction of the Premises.

**Schedule** means the schedule to these Master Agreement Terms.

**Start Date** means the date specified in item 1 of the Schedule or, if no date is specified, the date by which this Master Agreement is signed by both the original Premises Party and us.

**Supply Order** means a supply order established and signed pursuant to this Agreement in respect of particular Centralised Energy Equipment.

**Supply Term** means, in respect of a Supply Order, the term of the Supply Order as specified in it.

**Term** means the period from the Start Date until the effective termination of this Master Agreement.

**Trust** means the trust identified in item 3 of the Schedule (if applicable).

**Your Centralised Energy Equipment Approvals** means the Approvals or the connections, consents, confirmations, reports, opinions, agreements or other requirements, by, from or with, third parties that must be obtained for the installation and operation of the Centralised Energy Equipment, and which you must obtain in accordance with a Supply Order.

### 37. INTERPRETATION

Unless otherwise stated:

- (a) a reference to this Agreement or another document includes any variation or replacement of any of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, code or other law includes regulations and other instruments or directives under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a person includes any type of entity or body, whether or not it is incorporated or has a separate legal identity, and any executor, administrator, successor or permitted assigns;
- (e) a reference to a body (other than a party) which ceases to exist, or whose powers or function are transferred to another body, is a reference to the body which replaces it or substantially succeeds to its powers or functions;
- (f) specifying anything after the words "include" "including", "for example" or similar expression does not limit what is included;
- (g) the expression "relating to" and similar grammatical expressions includes arising from, concerning or in connection with (whether directly or indirectly);
- (h) a reference to a Liability incurred or suffered by us includes Liabilities of our Related Bodies Corporate relating to the relevant matter;
- (i) a reference to a variation of a Charge includes introducing a new charge;
- (j) a reference to "this Agreement" in these Master Terms is to be read as a reference to the Master Agreement or a Supply Order as the context requires.

## SCHEDULE

**Item 1: START DATE –**

**Item 2: ORIGIN'S DETAILS**

Origin Energy Electricity Limited

ABN 33 071 052 287

Address for notices: GPO Box 186 Melbourne Vic 3001

Telephone number: 1800 002 438

Representative: Andrew Cameron

**Item 3: PREMISES PARTY'S DETAILS**

Premises Party: Property Developments No.1 Pty Ltd.

ABN: 32 150 555 856.

Address for notices: 301/50 Marine Parade, Southport QLD 4215

Telephone number: (07) 5528 0111

Representative: Glenn Heran/Peter Honeyman - [glenn@heran.com.au](mailto:glenn@heran.com.au) / [analyst2@heran.com.au](mailto:analyst2@heran.com.au)

**Item 4: PREMISES & PLAN**

Address of Premises: 31 Griffith Place, Seven Hills QLD

Description of Premises: Clearview Urban Village (South Precinct J), 42 Townhouses and Zero Retail Tenancies

Plan: Lot 7 on SP267627