

david k lawyers pty ltd

DISCLOSURE DOCUMENT

“NORTHSHORE RESIDENCES”

Schedule 1	Buyer Information
Schedule 2	Disclosure Statement
Schedule 3	Disclosure Plan
Schedule 4	Administration Agreements
Schedule 5	Caretaking Agreement
Schedule 6	Community Management Statement
Schedule 7	Budgets and Contributions
Schedule 8	Schedule of Features & Finishes,
Schedule 9	Power of Attorney Disclosure Statement
Schedule 10	Letting Agreement
Schedule 11	Development Plans

The Buyer acknowledges having received and read this Disclosure Document before signing the contract.

.....
Buyer

Date / /

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

tel: 07 3102 2583 fax: 07 3839 3006

Schedule 1 – Buyer Information

1. Independent legal and financial advice

This schedule contains important information about:

- (a) Northshore Residences Development; and
- (b) the contract you may sign to purchase a lot or proposed lot in Northshore Residences Development (**Contract**).

You must not rely only on this information before deciding whether to sign the Contract. This information is not a substitute for obtaining your own independent legal and financial advice.

Before you sign the Contract, we recommend that you obtain independent legal and financial advice so that you are fully aware of your obligations under the Contract and your capacity to perform those obligations and settle the Contract.

A reference to a clause in this Schedule is a reference to a clause in the Contract.

2. What are you buying?

You are buying a proposed lot (or apartment) in a community titles scheme.

A community titles scheme contains individually owned lots and common property areas (for example, driveways, lifts, pedestrian access ways, recreation areas and landscaped areas).

A community titles scheme is administered by a body corporate.

The members of the body corporate are all the owners of the lots in the scheme.

The community titles scheme in which you are buying a lot is or will be called the "Northshore Residences Community Titles Scheme" (**Northshore Residences Scheme**) but we may change the name of the Scheme.

The body corporate for the Northshore Residences Scheme is or will be called the "Body Corporate for Northshore Residences Community Titles Scheme" (**Body Corporate**) but we may change the name of the Body Corporate.

When you sign the Contract Northshore Residences Scheme may not be established. We may have to do certain things for that to occur. If that is the case, this is commonly known as buying a lot "off- the-plan" because the lot you are buying does not exist at the time you sign the Contract.

3. Cooling-off period

In Queensland, a buyer of residential property is entitled to a five business day cooling-off period unless the buyer waives the cooling-off period.

The cooling-off period starts on the day you (or your agent) receive the Contract signed by you and us. If that happens on a non-business day, then the cooling-off period will start on the next business day. The cooling-off period ends at 5:00pm on the fifth business day.

If you terminate the Contract during the cooling-off period, we are entitled to retain a termination penalty equivalent to 0.25% of the purchase price from the deposit. The balance of the deposit must be refunded to the Buyer within 14 days following termination.

4. Northshore Residences Development

Northshore Residences Development will be undertaken in a single stage.

The timing of completion will be dependent upon a number of factors including the level of pre-sales that can be achieved, the availability of funding for Northshore Residences Development, changes in market conditions and the general economic circumstances (**Development Conditions**). The Development Conditions may delay or prevent the carrying out of Northshore Residences Development

It is intended (which intention may change) that Northshore Residences Development will comprise two residential apartment buildings containing approximately 48 residential townhouses and associated facilities.

It is intended (which intention may change) that the subdivision process for Northshore Residences Development will generally be as follows:

- (i) the Land will be sub-divided by proposed SP 322700 into fourteen (14) lots for residential purposes (lots 1 to 14) and Common Property; and
- (ii) the Seller may elect to incorporate other land from the Base Parcel into the Scheme

The name of Northshore Residences Scheme may be changed.

You accept that the design of Northshore Residences Development (or any part of it) is an on-going process and that the detailed design of areas and services may not be possible until construction has commenced or is well advanced and nearing completion. As a result, the plans and documents that have been included in this Disclosure Document may change. For example, any dimensions, areas or distances on any plan may be different when surveyed after construction has been completed and this may mean (for example) that the shape or dimensions of volumetric or common property areas may change (including being reduced).

Northshore Residences Scheme will be established after we cause:

- (a) the building format survey plan to be registered in the Department of Natural Resources and Mines to subdivide the building to create the lot you are buying and other lots and the common property for Northshore Residences Scheme; and
- (b) the community management statement (**CMS**) to be recorded in the Department of Natural Resources and Mines, which statement contains details about Northshore Residences Scheme including lot entitlements and the by-laws that will apply to Northshore Residences Scheme.

Schedule 6 contains a copy of the CMS.

The Contract is conditional on these things occurring (clause 5.3).

5. Settlement date and time of the essence

You will be required to complete the purchase on the settlement date.

In accordance with clause 22.1, the settlement date is the day which is fourteen (14) days after the day on which the Seller notifies the Buyer that the Community Titles Scheme has been established and that an indefeasible title for the Lot has been created.

In any event settlement must not take place earlier than fourteen (14) days after the Seller gives advice

to the Buyer that the Scheme has been established.

Settlement must take place no later than 5 years from the Contract Date (**Sunset Date**).

On the settlement date you must pay the purchase price less any deposit and subject to adjustments for outgoings (for example, rates, body corporate contributions, insurance and land tax) (clause 3.5). We may adjust for land tax on the basis of what we must pay to the Office of State Revenue in respect of the Lot (clause 3.5 (e)).

Under the Contract, time is of the essence (clause 30.3). This means that you must perform your obligations on the due date including paying the deposit on time and settling the Contract on the settlement date. If you do not do that or fail to comply with any other essential term, we may be entitled to exercise certain rights including terminating the Contract and retaining the deposit (clauses 31.2 and 31.3).

We must be in a position to settle the Contract on the settlement date. If not or we fail to comply with any other essential term, you may be entitled to exercise certain rights including terminating the Contract and recovering the deposit (clauses 32.2 and 32.3).

6. Seller's termination right if condition not satisfied by Scheme Date

Subject to the provisions of the Contract we must use reasonable endeavours to commence the construction of the building and establish Northshore Residences Scheme as soon as reasonably possible (clauses 7.1(a) and 5.3(b)).

We must use reasonable endeavours to establish Northshore Residences Scheme by the date fifty-nine (59) months from the Contract Date (**Scheme Date**).

If that requirement is not satisfied by the Scheme Date, we may terminate the Contract (clause 5.3(c)). If that occurs, the deposit will be refunded to you together with any interest earned on the investment of any cash deposit you have paid but you will not have any claim or action against us. This means that you will not be entitled to any compensation for any costs you have incurred (for example, your legal fees or costs in providing a bank guarantee instead of a cash deposit).

7. Seller's other termination rights

We must obtain development approvals and we must obtain construction funding to commence and complete construction of the building containing the lot you are buying. We cannot unconditionally commit to such things without knowing that we can terminate the Contract:

- (a) if we do not obtain all the necessary development approvals on satisfactory conditions (acting reasonably);
- (b) if by 31 December 2021 we do not secure a satisfactory level of pre-sales to make Northshore Residences viable or to apply for or obtain construction funding for Northshore Residences; or
- (c) if by 31 December 2021 we do not obtain construction finance on satisfactory terms (acting reasonably).

This is why the termination rights in clauses 5.1 (Approvals) and 5.2 (Pre-sales and finance) have been included.

If the Contract is terminated by us under clauses 5.1 or 5.2, the deposit will be refunded to you together with any interest earned on the investment of any cash deposit you have paid but you

will not have any claim or action against us. This means that you will not be entitled to any compensation for any costs you have incurred (for example, your legal fees or costs in providing a bank guarantee instead of a cash deposit).

We have other termination rights under clauses 5.4 and 30.1.

8. Your termination rights

You may have a right to terminate the Contract if we fail to comply with any essential term of the Contract (clause 31.1).

Under the *Body Corporate and Community Management Act 1997* you may have a right to terminate the Contract if settlement does not occur by the Sunset Date.

9. Changes to the Lot and Northshore Residences Development

Subject to the provisions of the Contract, we must use reasonable endeavours to cause the building and the lot to be constructed substantially in accordance with the development approvals, the Disclosure Plan in Schedule 3, the Development Plans in Schedule 11 and the Schedule of Finishes in Schedule 8 (clause 7.1(b)).

The plans have been prepared by our consultants and they contain dimensions, measurements or areas which are estimates only because the building and the lot have not been constructed (clause 7.1(c)).

During the development and construction process we may encounter issues, difficulties or complications and we cannot enter into the Contract with you unless we have some flexibility to make changes.

We are entitled to make the following changes:

- (a) changes to the lot or the building (clause 4.5);
- (b) changes to the CMS (clause 4.7);
- (c) changes to Body Corporate Agreements (clause 4.6); and
- (d) the other changes mentioned (clause 4.7).

Also, you cannot object to the things mentioned in clause 4.8.

We may change the area of the lot shown on the Disclosure Plan in Schedule 3 by up to 5% (clause 4.5(a)).

10. Defects

You will have 90 days from the settlement date to notify us of defects in the lot or any chattels sold to you. If we fail to fix defects, our liability is limited to damages for reasonable rectification costs (clause 7.2(a)).

There are certain defects specifically identified in respect of which you cannot take issue with (clause 7.2(c)).

Except as provided for in clause 7.2, you cannot object to defects (clause 7.2(e)).

11. Body Corporate Agreements and other matters

When Northshore Residences Scheme is established, we may be the owner of some or all of the lots in Northshore Residences Scheme and may control the Body Corporate.

At that time, we may cause the Body Corporate to hold meetings and cause it to enter into the Body Corporate Agreements referred to in clause 9.1(a). You will see details of some of those agreements disclosed in Schedule 4 and Schedule 5.

We may cause the Body Corporate to grant leases, licences or easements over common property areas for our benefit or for the benefit of another person or cause the Body Corporate to enter into leases, licence or easements for the benefit of Northshore Residences Scheme (clause 9.1(b)).

We may receive money or benefits if the Body Corporate enters into a Body Corporate Agreement or grants or enters into a lease, licence or easement and you consent to that occurring (clause 9.1(c)). For example, we may sell the management and letting rights for Northshore Residences Scheme. We will be entitled to those proceeds not the Body Corporate.

12. Letting agreements

We may elect to sell the management and letting rights for Northshore Residences Scheme to an operator or cause them to be granted to us or a related entity (**Operator**) who may operate a letting agent's business (**Letting Scheme**).

If we elect to sell the management and letting rights for Northshore Residences Scheme: -

- (i) We are not selling the lot to you on the basis that you must participate in any Letting Scheme. Unless you have agreed to do so, you are not required to join any Letting Scheme;
 - (ii) If you agree to join any Letting Scheme, you will need to enter into a letting appointment with the Operator and the Operator will need to comply with relevant disclosure requirements; and
 - (iii) Before you agree to do so, you should consider the benefits, risks and costs associated with being a member of any Letting Scheme and take independent legal, valuation and financial advice.
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13. Exclusive Use areas

If the sale includes the exclusive use of an area of common property, it will be identified in the reference schedule of the Contract, the CMS or the special conditions to the Contract.

It is intended that the relevant area will be allocated to you by way of an exclusive right of use or licence under a by-law (that is, it will not form part of the title to the lot) and you consent to that occurring. Clause 9.2(c) gives us the right to make changes to the exclusive use arrangements.

14. Views

You acknowledge that land surrounding Northshore Residences Scheme may be developed in the future, resulting in views from Northshore Residences Scheme or from part of the building being interrupted or impeded.

You accept that we do not warrant that any views represented or depicted on any marketing material will be maintained in the future and you agree that you will not be entitled to make any claim against us if views are interrupted or impeded (clause 6.6).

15. Your consent

Under the Contract, you give your consent to:

- (a) our dealing with the land, the lot or the Contract (for example, borrowing money on the security of the land or the lot) (clauses 23.1 and 23.2);
- (b) if we elect to do so, we may lodge an application for the approval of the Foreign Investment Review Board (FIRB) if you are a foreign person (clause 29.3(d)); and
- (c) our using your personal information for certain purposes as stated in clause 19.

16. FIRB approval

Unless we have obtained a pre-approval to sell lots in Northshore Residences Scheme to foreign persons, if you are a non-Australian resident (foreign person) and you have indicated that in the reference schedule of the Contract, you will be required to make an application for the approval of the FIRB within 7 days from the date of the Contract (clause 29.3(c)). The provisions in clause 7 deal with that approval process.

Where you do not exercise a right to terminate under the FIRB condition, you will be deemed to have warranted to us that you have FIRB approval and the FIRB condition will no longer apply.

17. Sale by buyer

Due to the scale of Northshore Residences Development, it is possible that we may not have sold all of the lots in the Scheme prior to settlement and will be continuing to sell lots following settlement.

You agree that prior to settlement, you cannot transfer, sell or assign your interest in the contract or transfer or sell the lot without our consent, which consent may be granted subject to reasonable conditions (special condition 23.3(b)).

You also agree that following settlement, you cannot sell or transfer the lot until 12 months after settlement or earlier if agreed by us, without our consent, which consent may be granted subject to reasonable conditions (special condition 23.3(c)).

You agree to indemnify us for any loss we may suffer if you breach these requirements (special condition 23.3(d)).

18. Special conditions

Schedule 1 in the Contract will contain any special conditions to the Contract.

19. Statutory disclosure for lot

Under Queensland law applying to the sale of proposed lots or existing lots, there are certain things that we must disclose to you before you sign the Contract.

Those disclosure obligations may arise under the *Body Corporate and Community Management Act 1997* (Qld).

That disclosure is made to you in the disclosure statement in Schedule 2.

We have given you a power of attorney disclosure statement in Schedule 9. That schedule discloses the purposes for which we may exercise your voting rights (once you become the owner of the lot after settlement) during the period of one year after Northshore Residences Scheme has been established or where the lot exists at the date of the Contract, one year after the date of the Contract (clause 9.3).

If you sell the lot during that period you must ensure that the buyer gives us a similar power of attorney (clause 9.3(f)). If you do not do that and we incur loss or damage, for example, because it affects our ability to complete the development or sell lots, you must indemnify (or compensate) us for that loss or damage (clause 9.3(g)).

Schedule 2 – Disclosure Statement

Disclosure statement to Buyer by Seller under with section 213 of the *Body Corporate and Community Management Act 1997* (Qld)

To:
..... (Buyer)

Address:
.....

From: Pacific Outlook Pty Ltd ACN 127 809 563 (Seller)

Address: C/- David K Lawyers, Level 12, 300 Queen Street, Brisbane QLD 4000

Proposed Lot No: (Lot)

Background

The Seller proposes to enter into a contract (**Contract**) with the Buyer for the sale to the Buyer of the Lot in Northshore Residences community titles scheme (**Northshore Residences Scheme**).

Disclosure

The Seller discloses to the Buyer the following:

(a) Identification of Lot:

The Lot, subject to any changes permitted under the provisions of the Contract, is identified on the Disclosure Plan in Schedule 3.

(b) Date by which the Seller must settle the Contract:

Settlement of the Contract must take place no later than the date five (5) years from the Contract Date.

(c) Annual contributions reasonably expected to be payable to the body corporate for Northshore Residences Scheme (Body Corporate) by the owner of the Lot:

Schedule 7 contains details of the annual contributions payable by the owner of the Lot for the first financial year after Northshore Residences Scheme is established.

For subsequent financial years the annual contributions will be determined by the Body Corporate and may increase due to escalating costs.

(d) Details of any proposed engagement of a person as a body corporate manager or service contractor for Northshore Residences Scheme proposed to be entered into after the establishment of Northshore Residences Scheme (including the terms of the engagement, the estimated cost of the engagement to the Body Corporate and the proportion of the cost to be borne by the owner of the Lot):

- (1) The Seller proposes to cause the Body Corporate to engage a body corporate manager for Northshore Residences Scheme, being QBS Strata Management Pty Ltd. The Seller may change the body corporate manager. The terms of the engagement, other than the provisions of the code of conduct deemed to be
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included in those terms under section 118 of the *Body Corporate and Community Management Act 1997 (Qld) (Act)*, will substantially be in accordance with the form of Administration Agreement in Schedule 4. The estimated cost of the engagement of the body corporate manager during the first financial year and the proportion of the cost to be borne by the owner of the Lot in respect of the first financial year following the establishment of Northshore Residences Scheme is in Schedule 7.

- (2) The Seller proposes to cause the Body Corporate to engage a service contractor as a caretaker for Northshore Residences Scheme. The caretaker may be the Seller or an entity associated with the Seller. The terms of the engagement to provide caretaking services, other than the provisions of the code of conduct deemed to be included in those terms under section 118 of the Act, will substantially be in accordance with the form of Caretaking Agreement in Schedule 5. The estimated cost of the engagement of the service contractor during the first financial year and the proportion of the cost to be borne by the owner of the Lot in respect of the first financial year following the establishment of Northshore Residences Scheme is in Schedule 7.
- (3) The Seller may cause the Body Corporate to engage a service contractor to provide services in relation to the supply or administration of any utility service (for example, electricity, hot water, gas, communications, fire alarm monitoring and response, building communication portal or lift maintenance). At the date of this disclosure statement, the terms of any such engagement, the estimated cost of the engagement to the Body Corporate and the proportion of the cost to be borne by the owner of the Lot have not been determined. However, allowances have been made in the administrative fund budget disclosed in Schedule 7 for certain service contractor engagements.

Any service contractor engagement may include the following:

- (i) lot owners and occupiers and the Body Corporate must pay for the consumption or use of any utility service, which cost may be dependent upon the amount of consumption or use and the relevant charge for consumption or use from time to time;
 - (ii) the rate or charge for consumption will generally be in accordance with the market cost or range for the utility service and a minimum charge may apply;
 - (iii) meters or other utility infrastructure may measure the usage of any utility service by each lot owner, occupier or the Body Corporate;
 - (iv) the Body Corporate or the service contractor will render accounts to lot owners or occupiers for the consumption or use of any utility service;
 - (v) lot owners and occupiers may be required to pay a deposit and administration and other charges for the provision of any utility service (for example, late payment, connection, disconnection and reconnection charges and debt recovery charges);
 - (vi) the Body Corporate may pay the service contractor certain remuneration or charges which may be reviewed annually (for example, in accordance with CPI rises or a fixed percentage increase, whichever is the higher);
 - (vii) the service contractor may install plant and equipment or other utility infrastructure and retain ownership of it, and register a security interest over it; and
 - (viii) in the event that the engagement is terminated prior to the end of its
-

term (which may be up to 10 years or longer), the service contractor may remove any plant and equipment or other utility infrastructure unless the Body Corporate agrees to pay to the service contractor an amount to purchase it, which amount may be at an agreed value at a certain point in time or be determined by valuation.

(e) Details of any proposed authorisation of a person as a letting agent for Northshore Residences Scheme proposed to be given after the establishment of Northshore Residences Scheme (including the terms of the authorisation):

The Seller proposes to cause the Body Corporate to authorise a person as a letting agent for Northshore Residences Scheme. The letting agent may be the Seller or an entity associated with the Seller. The terms of the authorisation, other than the provisions of the code of conduct deemed to be included in those terms under section 118 of the Act, will substantially be in accordance with the form of Letting Agreement in Schedule 10. The owner of the Lot (and owners of other lots) must pay a letting fee and other charges to the letting agent (as set out in any letting appointment entered into between the owner and the letting agent), in the event that the Lot owner wishes to use the services of the letting agent.

The Seller is not selling any furniture package with the Lot unless the Buyer has elected to purchase a furniture package from the Seller under the Contract. If the Buyer decides to let out the Lot, the Buyer may have to furnish it at its cost.

(f) Details of Body Corporate assets proposed to be acquired by the Body Corporate after the establishment or change of Northshore Residences Scheme:

Nil.

(g) Proposed community management statement for Northshore Residences Scheme:

The proposed Community Management Statement for Northshore Residences Scheme accompanies this Statement in Schedule 6. Northshore Residences Scheme will not be a subsidiary scheme.

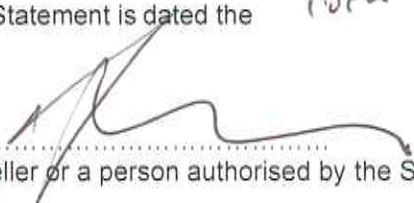
(h) Regulation module proposed to apply to Northshore Residences Scheme:

Body Corporate and Community Management (Accommodation Module) Regulation 2008 (Qld).

(i) Other matters prescribed under the regulation module applying to Northshore Residences Scheme:

Nil

This Disclosure Statement is dated the 10th day of November 2020


Signed by the Seller or a person authorised by the Seller

Schedule 3 – Disclosure Plan

[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.]



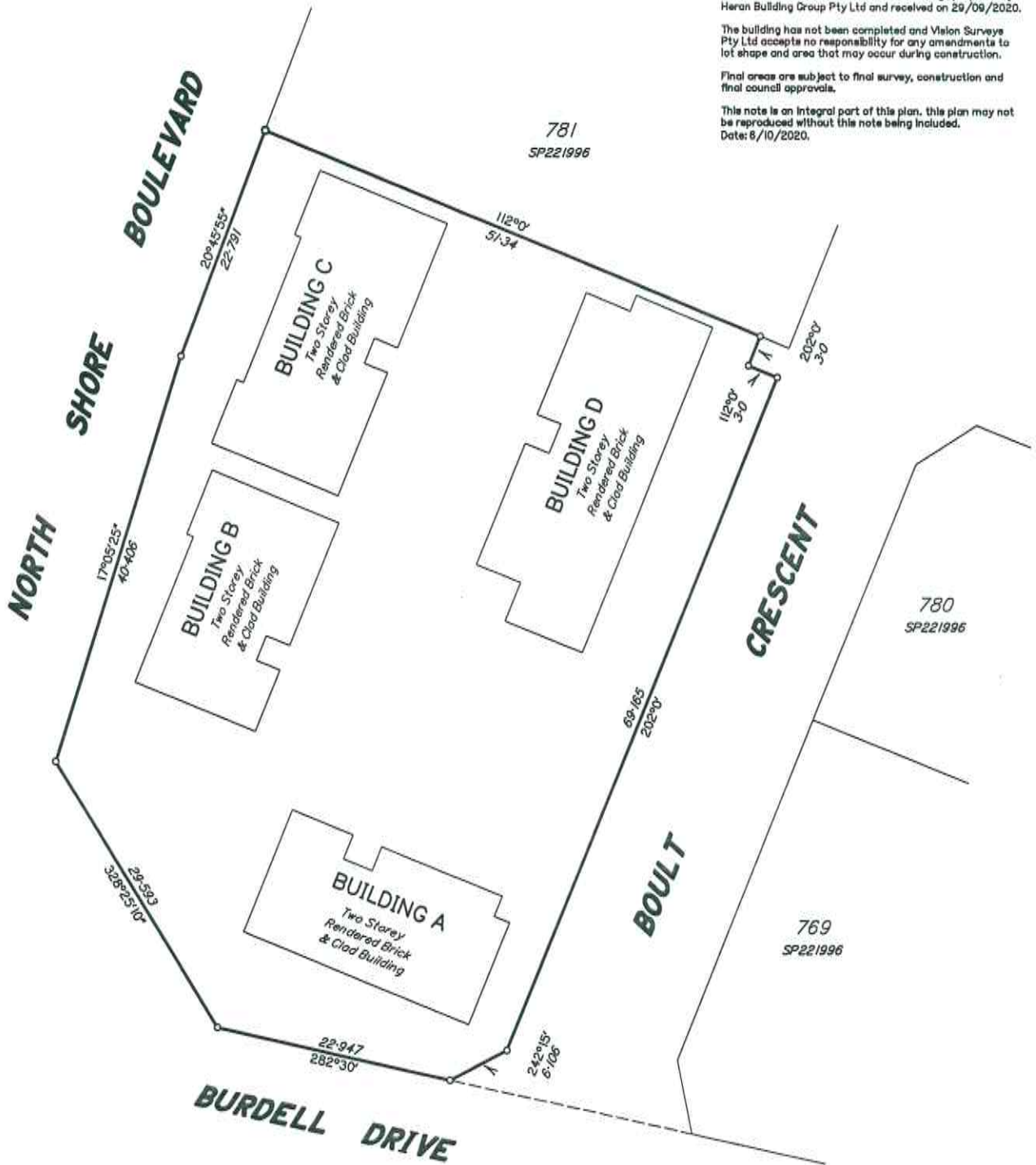
FOR CONTRACT PURPOSES ONLY

This is a preliminary plan. The areas and shape of all lots and all dimensions and areas are approximate and have been determined from architectural drawings prepared by Heron Building Group Pty Ltd and received on 29/09/2020.

The building has not been completed and Vision Surveys Pty Ltd accepts no responsibility for any amendments to lot shape and area that may occur during construction.

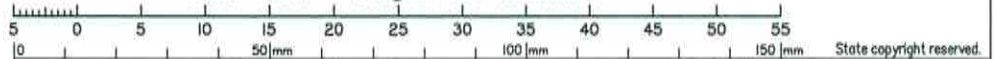
Final areas are subject to final survey, construction and final council approvals.

This note is an integral part of this plan, this plan may not be reproduced without this note being included.
Date: 6/10/2020.



Area of Base Parcel
3931 m²

Scale 1:400 - Lengths are in Metres.



VISION SURVEYS (QLD) PTY LTD (ABN 84 128 752 947) hereby certify that the land comprised in this plan was surveyed by the corporation, by Danny LINCEZ, surveying graduate, for whose work the corporation accepts responsibility, under the supervision of John Stewart HARKER, cadastral surveyor and that the plan is accurate, that the said survey was performed in accordance with the Survey And Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on / /2020.

**Plan of Lots 1-14 and
Common Property**

Cancelling Lot 768 on SP221996

LOCAL GOVERNMENT: **TOWNSVILLE CITY** LOCALITY: **BURDELL**

Scale: **1:400**
Format: **BUILDING**

SP322700

Meridian: —

Survey Records: *No*

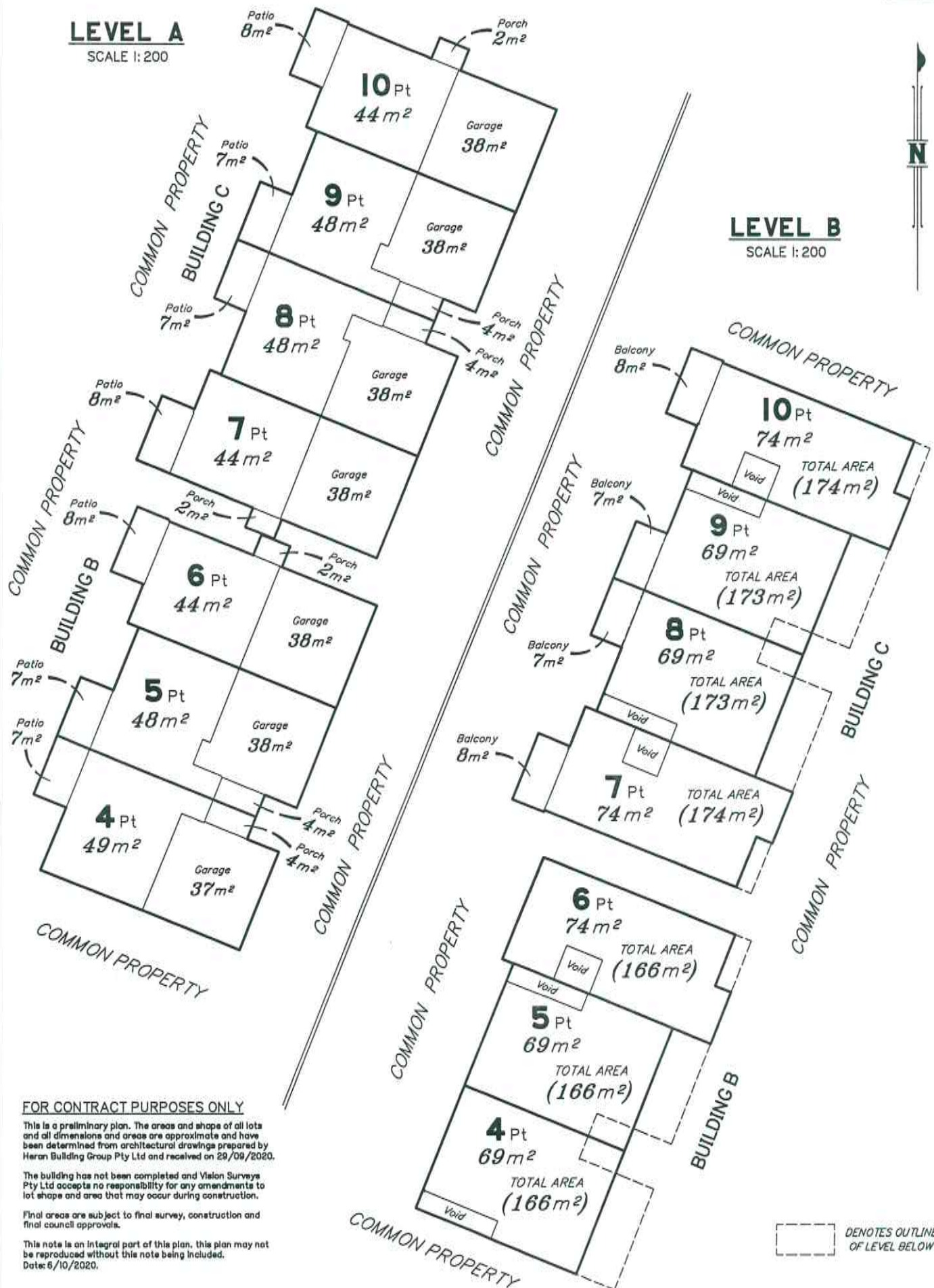
Date _____ Authorised Delegate _____

LEVEL A

SCALE 1:200

LEVEL B

SCALE 1:200



FOR CONTRACT PURPOSES ONLY

This is a preliminary plan. The areas and shape of all lots and all dimensions and areas are approximate and have been determined from architectural drawings prepared by Heran Building Group Pty Ltd and received on 29/09/2020.

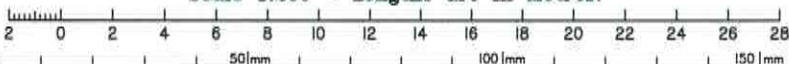
The building has not been completed and Vision Surveys Pty Ltd accepts no responsibility for any amendments to lot shape and area that may occur during construction.

Final areas are subject to final survey, construction and final council approvals.

This note is an integral part of this plan, this plan may not be reproduced without this note being included.
Date: 6/10/2020.

DENOTES OUTLINE OF LEVEL BELOW

Scale 1:200 - Lengths are in Metres.



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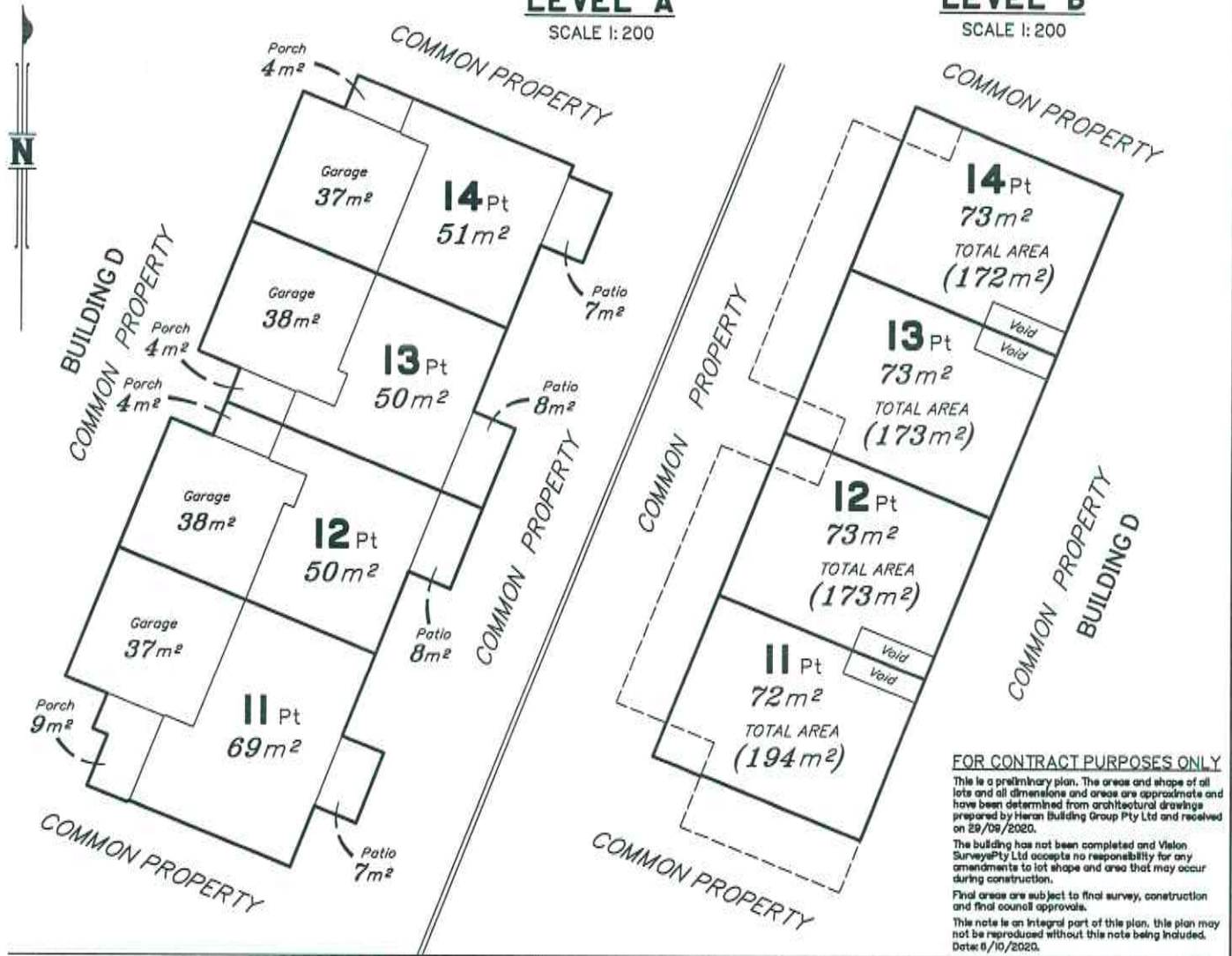
Insert Plan Number **SP322700**

LEVEL A

SCALE 1:200

LEVEL B

SCALE 1:200



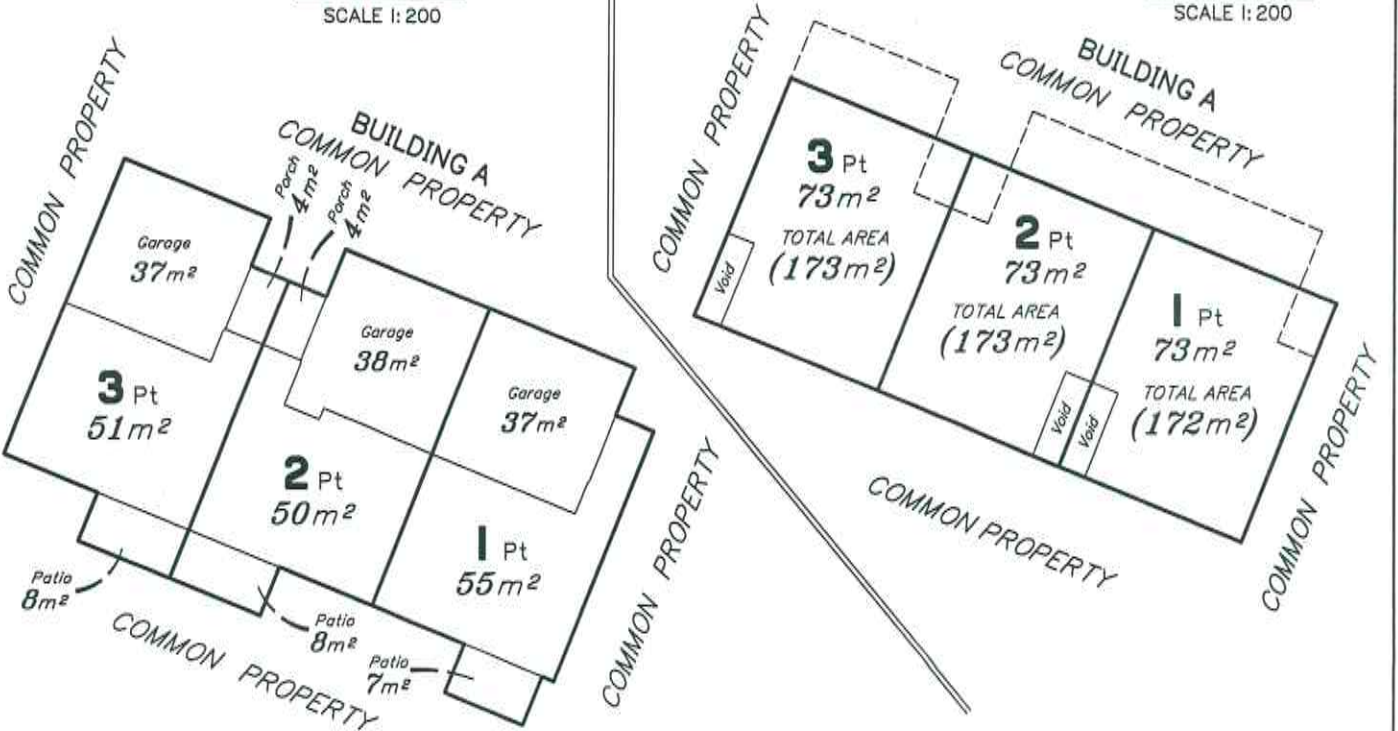
FOR CONTRACT PURPOSES ONLY
This is a preliminary plan. The areas and shape of all lots and all dimensions and areas are approximate and have been determined from architectural drawings prepared by Heron Building Group Pty Ltd and received on 29/09/2020.
The building has not been completed and Vison Surveyors Pty Ltd accepts no responsibility for any amendments to lot shape and area that may occur during construction.
Final areas are subject to final survey, construction and final council approvals.
This note is an integral part of this plan, this plan may not be reproduced without this note being included.
Date: 6/10/2020.

LEVEL A

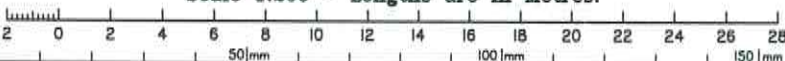
SCALE 1:200

LEVEL B

SCALE 1:200



Scale 1:200 - Lengths are in Metres.



--- DENOTES OUTLINE OF LEVEL BELOW

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Insert Plan Number **SP322700**

Schedule 4 – Administration Agreement

ADMINISTRATION AGREEMENT
NORTH SHORE RESIDENCES CTS TBA

ENGAGEMENT OF
QBS Strata Management Pty Ltd
Member of Strata Community Australia (Qld)

1. INTRODUCTION

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

2. WHAT IS THIS AGREEMENT

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

3. WHAT IS THE TERM OF THIS ENGAGEMENT

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

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

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

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

5. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER

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

6. HOW IS THE MANAGER TO BE PAID

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

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

7. HOW DO WE GIVE INSTRUCTIONS TO THE MANAGER

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

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

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

9. RELEASE & INDEMNITY BY THE BODY CORPORATE

With regard to any act or omission of the Body Corporate that did not result from the direct action or negligence of the Manager; the Body Corporate:

- (a) Releases, discharges and holds harmless the Manager (to the extent permitted by law) from any damages, losses, liabilities, costs, expenses and/or claims arising from or in connection with this act or omission.
- (b) Indemnifies and keeps indemnified the Manager against any damages, losses, liabilities, costs, expenses or claims incurred by the Manager arising from or in connection with this act or omission.

10. WHAT ARE THE RULES FOR TRANSFER OF THIS ENGAGEMENT

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

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

11. WHAT ARE THE RULES FOR TERMINATING THIS ENGAGEMENT

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

12. GOODS AND SERVICES TAX

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

13. SPECIAL CONDITIONS

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

ENGAGEMENT OF A BODY CORPORATE MANAGER

REFERENCE SCHEDULE

Member of Strata Community Australia (Qld)

- A.** This Agreement is made on 2020 at the Annual General Meeting
- OR**
- at an alternate date, on this day of 2020 (insert date)
- B. BETWEEN** Body Corporate for **North Shore Residences CTS TBA**
20-42 Boulton Court, Burdell, Townsville
- AND**
- QBS Strata Management Pty Ltd ATF
SE Qld Corporate Management Trust
- C. TERM** **Three Years**
[Clause 3(a)] commencing on
and ending on
- D. FEES** The fee for Agreed Services shall be
[Clause 6(a)] \$140.00 plus GST per registered Lot per annum,
payable quarterly in advance.
- E. ADDITIONAL FEES** See attached Schedule
- | | |
|---------------------------------------|-------------------|
| Body Corporate Managers | \$176.00 per hour |
| Clerical | \$ 71.50 per hour |
| Extraordinary General Meetings | \$176.00 per hour |
| Additional Committee Meetings | \$176.00 per hour |
- F. PERCENTAGE INCREASE**
[Clause 6(c)] Increase at the end of each year of engagement:
the greater of CPI or 4%.
- G. DISBURSEMENTS** Payable quarterly in advance - see attached Schedule.
[Clause 6(d)(i)]
- H. AGREED SERVICES** **Secretarial**
[Clause 4(a)]
- * Convene and attend the Annual General Meeting (up to two hours).
 - * Convene and attend two Committee Meetings (up to two hours).
 - * Call nominations for the position of Executive and Ordinary Members of the Committee.
 - * Prepare and distribute Meeting Notices.
 - * Record and distribute Minutes.
 - * Answer all communications and correspondence
- Financial**
- * Open, maintain and operate a bank account for the Administration and Sinking Funds.
 - * Prepare a Statement of Accounts for each financial year.
 - * Prepare draft Budgets and facilitate Budget Meeting.
 - * Issue levy and other contribution notices.

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

Administrative

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

Insurance

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

Body Corporate Inspection Information and Certificates

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

I. ADDITIONAL SERVICES

[Clause 4(b)]

- * Any agreed Service to be undertaken outside of normal business hours.
- * Obtaining quotations for repairs and maintenance:
 - For work under \$1,000.00 - \$50.00 charge.
 - For work above \$1,000.00 - \$80.00 charge.
- * Any reasonable requests by the Body Corporate, not stated as an Agreed Service.
- * Dispute Resolution – Assisting to resolve disputes between owners, resident Managers or contractors, including applications, submissions and attendance with Body Corporate advisers and judiciary.
- * Preparation and lodgment of returns through a registered Tax Agent as may be required by the Australian Taxation Office.
- * Preparing supporting data to facilitate year end audits.
- * Issuing and processing of electricity and other utility invoices.
- * Levy recovery actions as may be required.
- * Obtaining quotations and arranging Sinking Fund Forecasts, Insurance Valuations, Workplace Health and Safety inspections and other inspections required under legislation.
- * Assistance with assignments of management rights.
- * Preparation of Annual General Meeting Notices in excess of 15 Motions.

J. DISCLOSURE OF ASSOCIATES

[Clause 8(b)]

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

Name of Company	Relationship
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
PSC Coastwide Insurance Brokers	QBS Strata Management as referrer
Jardine Lloyd Thompson	QBS Strata Management as referrer
Thiel Partners (Tax Agent)	QBS Strata Management as referrer

K. DISCLOSURE OF COMMISSIONS

[Clause 8(c)]

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

Name of Company	Commission Details
Body Corporate Brokers	0 - 15% base premium
Direct Insurance Brokers	0 - 15% base premium
Centrepoint Insurance Brokers	0 - 15% base premium
Regional Insurance Brokers	0 - 15% base premium

PSC Coastwide Insurance Brokers	0 – 15% base premium
Jardine Lloyd Thompson	30% of broker's fee
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).

L. SPECIAL CONDITIONS

[Clause 13]

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

The **COMMON SEAL** of the Body Corporate for **NORTH SHORE RESIDENCES Community Titles Scheme TBA** was affixed on the day of 2020 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 2020
by authority of a Resolution of the Board
of Directors :

Director

Director

**SCHEDULE OF ADDITIONAL FEES AND DISBURSEMENTS
NORTH SHORE RESIDENCES CTS TBA**

Item	Cost inclusive of GST
Communications and Related Disbursements - Agreed Services	Fixed at \$ 71.50 per Lot PA
Printing, Postage & Stationery - Additional Services 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) Postage	22 cents 77 cents 11 cents 55 cents 33 cents 22 cents 33 cents 11 cents At cost 38.5 cents 55 cents At cost
Telephone Telephone (local, national, mobile, international), Fax and Email	.85 cents per Lot per month
E Commerce Electronic Processing	\$14.85 per Lot PA
Financial Reporting Preparation of Information for Audit Preparation of Information for BAS Returns Preparation of Information for Income Tax Returns	\$275.00 \$230.00 per Return \$275.00
Special Levies Set up & On-charging to Lot Owners Special Levies Set Up (2 – 5 lots) Special Levies Set Up (6 lots & over) Billing of Utilities to Lot Owners	\$25 each set up \$5.50 per lot Maximum \$165.00 \$9.90 per invoice
Miscellaneous Insurance Claims Processing Lodgment of Documents with DNR ABN and TFN Registration GST Registration Debt Collection (recovered from owner) <ul style="list-style-type: none"> • First Statement Reminder • Arrears Notice • Instructing Collections Agents (being collection of information, issuing of instructions and follow up) • Monthly monitoring Travelling Expense to Attend Onsite Meetings Dishonoured Cheque Fee Archiving Minute Book Common Seal	\$66.00 per claim under \$1,000.00 \$132.00 per claim between \$1,000.00 and \$4,000.00 \$176.00 all other claims \$110.00 \$110.00 \$110.00 Nil \$33.00 \$88.00 \$11.00 ATO Rate \$33.00 \$5.20 per Lot PA \$25.00 \$44.00
Flying Minute	\$165.00 plus outlays

Schedule 5 – Caretaking Agreement

BODY CORPORATE FOR NORTSHORE RESIDENCES 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

CARETAKER'S AGREEMENT
NORTHSHORE RESIDENCES COMMUNITY TITLES SCHEME

This Agreement is made the _____ day of _____ 20__

BETWEEN: The Body Corporate for Northshore Residences 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 Northshore Residences 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.

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

2. Gardening Duties – specific

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

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

Executed as an Agreement the _____ day of _____

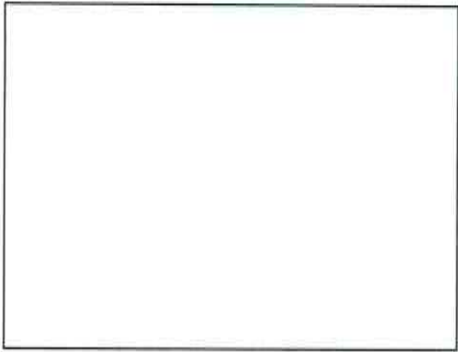
20 .

The Common Seal of Northshore Residences
Community Titles Scheme was affixed this
day of _____ 20 _____]

in the presence of: _____]

A witness

Full name of witness



Chairman
Secretary

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

A witness

Full name of witness



ANNEXURE A
OCCUPATION AUTHORITY PLAN

Schedule 6 – Community Management Statement

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**
Northshore Residences Community Titles Scheme

2. **Regulation module**
Accommodation Module

3. **Name of body corporate**
Body Corporate for Northshore Residences Community Titles Scheme

4. Scheme land	Title Reference
Lot on Plan Description	
Lots 1 – [] and [] on SP 322700	title to issue
Common Property of Northshore Residences CTS	title to issue

5. **#Name and address of original owner**
Pacific Outlook Pty Ltd ACN 127 809 563
301-302/ 50 Marine Parade
Southport QLD 4215

6. **Reference to plan lodged with this statement**
SP 322700

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**

Pacific Outlook Pty Ltd ACN 127 809 563 by its duly constituted Attorney [] under registered Power of Attorney No. [] who declares that he has no knowledge of the revocation of the Power of Attorney

/ /
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>.

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 1 on SP 322700	65	206
Lot 2 on SP 322700	65	203
Lot 3 on SP 322700	65	209
Lot 4 on SP 322700	64	201
Lot 5 on SP 322700	64	200
Lot 6 on SP 322700	64	202
Lot 7 on SP 322700	65	203
Lot 8 on SP 322700	65	200
Lot 9 on SP 322700	65	200
Lot 10 on SP 322700	65	203
Lot 11 on SP 322700	67	214
Lot 12 on SP 322700	65	201
Lot 13 on SP 322700	65	201
Lot 14 on SP 322700	65	202
TOTALS	909	2845

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
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Not Applicable.

SCHEDULE C	BY-LAWS
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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:
- park a vehicle, or allow a vehicle to stand, on the Common Property, or
 - 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.
 - (b) The internal footpaths/pedestrian circulation routes, landscaping, driveway, and car/vehicle turning area as shown on the approved plans of layout is to be included in common property and is not to be included in any private lot entitlement and/or designated for the exclusive use of any dwelling unit or tenancy
 - (c) All privacy screening devices are to remain fitted at all times.
 - (d) Maintain parking on the site for a total of 66 cars and for the loading and unloading of vehicles within the site. A minimum 58 spaces are to be dedicated to residents and minimum of 8 car parking spaces are to be provided for visitor parking and not to be included within a lot entitlement or exclusive use.
 - (e) Parking spaces are not to be made available to the general public and there is to be no advertising signage erected on or in the vicinity of the site advertising the availability of car parking to the general public.
 - (f) Maintain a suitable system of lighting, to operate from dusk to dawn, within all areas where the public will be given access including between vehicle entrances to the site and visitors car parking spaces.

[Note: This by-law may be amended to include conditions in any development approval.]

45. DEFINITIONS

- 45.1 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 146 on RP 88878, Title Reference 13183070 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 Reference No. MCU20/0080 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 Northshore Residences Community Titles Scheme;
- (t) **“Scheme Land”** means the land contained within the Scheme;
- (u) **“Secretary”** means the secretary of the Body Corporate.

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

Each of the Lots in the Scheme¹ 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.

¹ 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 Scheme² 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

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

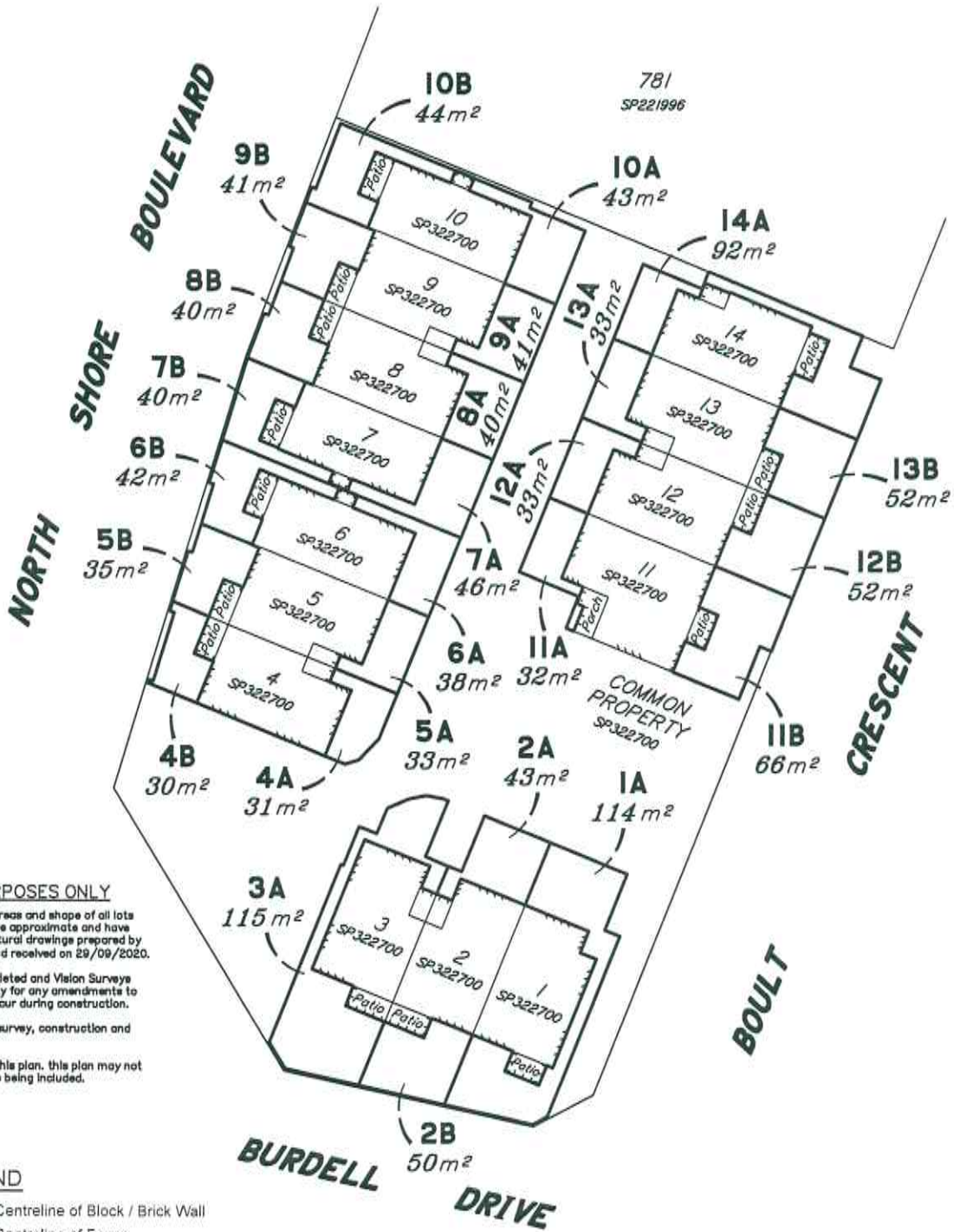
SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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LOT ON PLAN	EXCLUSIVE USE AREAS	PURPOSE
Lot 1 on SP 322700	Area 1A on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A	Courtyard
Lot 2 on SP 322700	Area 2A on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A Area 2B on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A	Courtyard Courtyard
Lot 3 on SP 322700	Area 3A on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A	Courtyard
Lot 4 on SP 322700	Area 4A on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A Area 4B on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A	Courtyard Courtyard
Lot 5 on SP 322700	Area 5A on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A Area 5B on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A	Courtyard Courtyard
Lot 6 on SP 322700	Area 6A on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A Area 6B on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A	Courtyard Courtyard
Lot 7 on SP 322700	Area 7A on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A Area 7B on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A	Courtyard Courtyard
Lot 8 on SP 322700	Area 8A on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A Area 8B on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A	Courtyard Courtyard
Lot 9 on SP 322700	Area 9A on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A Area 9B on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A	Courtyard Courtyard
Lot 10 on SP 322700	Area 10A on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A Area 10B on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A	Courtyard Courtyard
Lot 11 on SP 322700	Area 11A on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A Area 11B on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A	Courtyard Courtyard
Lot 12 on SP 322700	Area 12A on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A Area 12B on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A	Courtyard Courtyard
Lot 13 on SP 322700	Area 13A on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A Area 13B on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A	Courtyard Courtyard
Lot 14 on SP 322700	Area 14A on sketch marked 'Sketch of Exclusive Use Areas' at Annexure A	Courtyard

ANNEXURE A
EXCLUSIVE USE PLAN

" C.T.S

LEVEL A



FOR CONTRACT PURPOSES ONLY

This is a preliminary plan. The areas and shape of all lots and all dimensions and areas are approximate and have been determined from architectural drawings prepared by Heron Building Group Pty Ltd and received on 29/09/2020.

The building has not been completed and Vision Surveys Pty Ltd accepts no responsibility for any amendments to lot shape and area that may occur during construction.

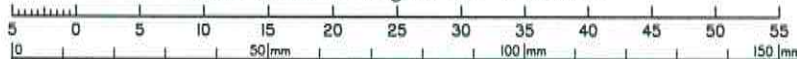
Final areas are subject to final survey, construction and final council approvals.

This note is an integral part of this plan, this plan may not be reproduced without this note being included.
Date: 6/10/2020.

LEGEND

- Centreline of Block / Brick Wall
- Centreline of Fence
- Edge of Concrete / Patio

Scale 1:400 - Lengths are in Metres.



We, VISION SURVEYS (QLD) PTY LTD (ABN 84 128 752 947), cadastral surveyors, certify that the details shown on this sketch plan are correct.

**Plan of Exclusive Use Areas
within Common Property on SP322700**

" C.T.S

Authorized Delegate _____ Date _____

Date: 6/10/2020	Meridian: SP322700	Scale: 1:400 @ A3	Drawn: AG
Locality: BURDELL		Local Authority: TOWNSVILLE CITY	Dwg Ref: 20578-EU-01 Rev. -

Schedule 7 – Budgets and Contributions

**NORTH SHORE RESIDENCES - STAGE ONE
PROPOSED BUDGET**

ADMINISTRATION FUND

Expenses		
Bank Charges		50.00
Caretaker Fees	14,000.00	
Cleaning materials		55.00
Community Power	1,200.00	
Communications and disbursements		910.00
Fees and Permits		50.00
Fire Hydrants	100.00	
Pest Control	1,000.00	
Public Liability Insurance		500.00
Secretarial Fees	1,960.00	
Sundries		150.00
Tax return		250.00
Telephone		140.00
Repairs and maintenance	450.00	
- Building	100.00	
- Electrical	150.00	
- Gardens and grounds materials	100.00	
- Plumbing	1,000.00	
- Pool chemicals	1,800.00	
		<u>22,165.00</u>
Sub Total		2,216.50
GST		<u>24,381.50</u>
TOTAL		
AGGREGATE CONTRIBUTION SCHEDULE LOT ENTITLEMENTS		909
LEVY PER LOT ENTITLEMENT PER ANNUM		26.82
LEVY PER LOT ENTITLEMENT PER WEEK		0.52

SINKING FUND

Provision for Future Expenditure	4,925.00
GST	492.50
TOTAL	<u>5,417.50</u>
LEVY PER LOT ENTITLEMENT PER ANNUM	5.96
LEVY PER LOT ENTITLEMENT PER WEEK	0.11

INSURANCE

Insurance	16,180.00
- Building	1,618.00
GST	<u>17,798.00</u>
TOTAL	
AGGREGATE INTEREST SCHEDULE LOT ENTITLEMENTS	2845
LEVY PER LOT ENTITLEMENT PER ANNUM	6.26
LEVY PER LOT ENTITLEMENT PER WEEK	0.12

NORTH SHORE RESIDENCES - STAGE ONE
SCHEDULE OF LOT ENTITLEMENTS

LOT NUMBER	ENTITLEMENTS		ADMIN FUND PER ANNUM	SINKING FUND PER ANNUM	INSURANCE PER ANNUM	Caretaker's Fee pa (included in Admin Fund pa)	Body Corporate Manager's Fee pa	LEVY PER ANNUM	LEVY PER WEEK
	CONTRIBUTION	INTEREST							
1	65	206	1,743.45	387.39	1,288.71	1,101.21	154.17	3,419.55	65.76
2	65	203	1,743.45	387.39	1,269.95	1,101.21	154.17	3,400.79	65.40
3	65	209	1,743.45	387.39	1,307.48	1,101.21	154.17	3,438.32	66.12
4	64	201	1,716.63	381.43	1,257.43	1,084.27	151.80	3,355.49	64.53
5	64	200	1,716.63	381.43	1,251.18	1,084.27	151.80	3,349.24	64.41
6	64	202	1,716.63	381.43	1,263.69	1,084.27	151.80	3,361.75	64.65
7	65	203	1,743.45	387.39	1,269.95	1,101.21	154.17	3,400.79	65.40
8	65	200	1,743.45	387.39	1,251.18	1,101.21	154.17	3,382.02	65.04
9	65	200	1,743.45	387.39	1,251.18	1,101.21	154.17	3,382.02	65.04
10	65	203	1,743.45	399.31	1,269.95	1,101.21	154.17	3,400.79	65.40
11	67	214	1,797.10	387.39	1,338.76	1,135.09	158.91	3,535.17	67.98
12	65	201	1,743.45	387.39	1,257.43	1,101.21	154.17	3,388.27	65.16
13	65	201	1,743.45	387.39	1,257.43	1,101.21	154.17	3,388.27	65.16
14	65	202	1,743.45	387.39	1,263.69	1,101.21	154.17	3,394.53	65.28
909		2845	24,381.50	5,417.50	17,798.00	15,400.00	2,156.00	47,597.00	915.33

Schedule 8 – Schedule of Finishes

GALLERY INCLUSIONS

TOWNHOMES

KITCHEN

Bench Top	Manufactured Stone
Doors	Laminate
Splash back	Tiles
Kitchen Sink	S/steel sink with mixer tapware
Appliances	European s/s multifunction oven, cook-top, rangehood and s/s dishwasher or similar

BATHROOM & LAUNDRY

Showers	Glass shower screen with pivot action door
Bath	Acrylic or similar
Vanities	Laminate top with laminate doors, semi recessed basin or similar with mixer tapware
Toilets	Water saving dual flush cisterns to WC's
Laundry	30L slimline tub & unit with quality tapware

Totally liveable and all backed by Heran's six month maintenance and six year structural guarantee (OBCC)

INDOOR

Air-Conditioning	Ducted throughout with day/night function
Ceiling Fans	To all bedrooms
Electrical	Telephone/TV points etc, earth leakage safety switch, smoke detectors & generous amount of lighting & power points and USB points Television Antenna
Insulation	Ceiling batts
Paint	Washable paint to walls
Doors	Modern flush panel with stylish door furniture
Robes	Mirror Sliding Doors
Stairs	Carpeted, aluminium balustrade & timber rails
Blinds	Roller blinds and venetians throughout
Flooring	Tiles & Carpet

OUTDOOR

Brick	Rendered or face brick external finish
Roof	Colorbond Roofing
Framing	Timber frame & roof trusses
Garage	Sectional overhead door with colorbond finish & remote control unit
Windows & Sliding	Powder coat aluminium with barrier screens to the ground floor and insect screens to the top floor
Doors	Penetrations & perimeter system
Termite Protection	Electric storage unit or electric continuous hot water unit
Hot Water System	Private fully fenced
Courtyard	Hills wall mounted
Clothesline	Swimming pool
Amenities	Professional landscaping to townhomes & common areas
Parking	Ample visitor car parking
Driveways	Concrete driveways (exposed)
Internal Roads	Concrete

*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: October 2020

Schedule 9 – Power of Attorney Disclosure Statement

1. Unless defined in this power of attorney disclosure statement, terms that have a defined meaning in the contract of sale to be entered into between the Seller and the Buyer (**Contract**) have the same meaning in this statement.
2. This power of attorney disclosure statement is given by the Seller to the Buyer in compliance with section 219 of the *Body Corporate and Community Management Act 1997*(Qld) (**BCCM Act**) or section 211 of the Act (as the case may be).
3. Under clause 9.3 of the Contract, the Buyer, among other things, appoints the Seller its attorney and agrees to sign and deliver to the Seller a power of attorney (Power of Attorney).
4. The Seller discloses to the Buyer that the Power of Attorney to be given by the Buyer to the Seller may be exercised in the following ways and purposes to enable the Seller to:
 - (a) attend at and vote in the name of the Buyer at any meetings of the Body Corporate or the Committee; or
 - (b) complete, sign and lodge any voting paper in the name of the Buyer for any meetings of the Body Corporate or the Committee; or
 - (c) complete, sign and lodge any other documents (including any proxy form, corporate owner nominee notification form, owner's representative notification form and any notice under the *Body Corporate and Community Management (Accommodation Module) Regulation 2008* (Qld) (**Regulation Module**)) to allow the Seller or attorney to vote in the name of the Buyer at all or any meetings of the Body Corporate or the Committee,

in respect of the following matters or issues:

- (d) the granting of consent to a new community management statement to be recorded to facilitate the Development;
 - (e) the granting of consent to a new community management statement to record a by-law required to rectify an inaccuracy, defect, error or omission in any by-law in Schedule C of the CMS;
 - (f) the granting of consent to a new community management statement to record allocations under any exclusive use by-law in Schedule C of the CMS or to record any new exclusive use by-law to facilitate the identification and allocation of exclusive use areas in the Scheme;
 - (g) the granting of consent to a new community management statement to record allocations under any new exclusive use by-law referred to above;
 - (h) the granting of consent to a new community management statement to record a new by-law to facilitate car parking or storage arrangements including to grant a licence for car parking or storage purposes to lot owners and occupiers;
-

- (i) the granting of consent to any appeal to be lodged in the Planning and Environment Court under the *Sustainable Planning Act 2009* (Qld) under section 60(7) of the Act, consequent upon the Local Government failing or refusing to endorse a community management statement notation on any new community management statement;
 - (j) the engagement of a person as a body corporate manager or service contractor, or authorising a person as a letting agent including the engagement of the body corporate manager under the Administration Agreement in Schedule 5 of the Disclosure Document, the engagement of a caretaker under the Caretaking Agreement in Schedule 6 of the Disclosure Document, the authorisation of a letting agent under the Caretaking Agreement in Schedule 6 of the Disclosure Document, or any amendment to any such engagement or authorisation;
 - (k) the granting of an occupation authority to a service contractor or letting agent pursuant to sections 134 or 135 of the Regulation Module to use the common property for signage, storage or maintenance purposes or any other purpose necessary to enable the service contractor to perform obligations as a service contractor or to enable the letting agent to operate as a letting agent;
 - (l) the entry into of any agreement or deed referred to in clause 9.1(a) of the Contract;
 - (m) the entry into an agreement or deed in relation to the sharing of facilities with the body corporate for an adjacent or nearby community titles scheme or with the owner of an adjacent or nearby building;
 - (n) the fixing, adoption, variation or ratification of budgets, contributions, discounts or penalties to be levied by the Body Corporate under sections 137, 138, 139, 141 and 142 of the Regulation Module;
 - (o) a proposal for a prohibition or restriction on the use of proxies;
 - (p) the granting of consent to any deed (including a deed under section 116 of the BCCM Act) 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 with or without requiring the payment of an amount under section 124 of the Regulation Module;
 - (q) the issue of a continuing contravention notice under section 182(2) of the BCCM Act or the issue of a future contravention notice under section 183(2) of the BCCM Act;
 - (r) the issue of a notice under sections 203(1) or (2) of the BCCM Act;
 - (s) an application to be made for an order of an adjudicator under section 238 of the BCCM Act;
 - (t) an appeal to be lodged under sections 289(2) or 304 of the BCCM Act;
 - (u) the commencement of a proceeding pursuant to section 312(1) of the BCCM Act;
 - (v) any expenditure contemplated under sections 149, 150 and 151 of the Regulation Module;
 - (w) an approval for an occupier of a lot to bring or keep an animal on the lot or the common property or permit an invitee to do so;
 - (x) the issue of an authorisation to the owner of a lot (including the Original Owner) to make an improvement contemplated under sections 161, 162 and 172 of the
-

Regulation Module including the installation, erection or construction of air-conditioning equipment, enclosures, screening, shutters, security devices or apparatus and awnings;

- (y) any proposal by the Body Corporate to enter into any of the dealings permitted under sections 159, 160, 164, 165, 166 and 167 of the Regulation Module including, without limitation, the granting, amendment or surrender of any easement benefiting or burdening the Common Property or any lot as may be required by the Local Government or any other statutory authority or service provider or as may otherwise be deemed necessary or desirable by the Seller, or the granting, amendment or surrender of any lease or licence to any person over any part of the Common Property;
- (aa) the purchase or lease of any Body Corporate asset or the sale or other disposal of any Body Corporate asset;
- (bb) the transfer or incorporation of any additional land into the Scheme including the creation of additional Common Property;
- (cc) nominate a person for membership of the Committee and vote at any election of the Committee;
- (dd) intentionally deleted; and
- (ee) 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 above;
- (ff) the affixing of the seal of the Body Corporate to any document (including a Form 14 Request to record a new community management statement) to facilitate one or more of the matters referred to above;
- (gg) complete, sign and lodge any written consent as may be required to facilitate any exclusive use by-law (or any allocation or grant under it); or
- (hh) give effect to anything disclosed in the Contract or the Disclosure Document.

The Power of Attorney will be given by the Buyer to the Seller for a period expiring one year after the Scheme has been established or, in the case where the Lot exists as at the date of the contract, one year after the date of the contract or the date the Seller resigns as attorney, whichever first occurs.

Schedule 10 – Letting Agreement

BODY CORPORATE FOR NORTSHORE RESIDENCES 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

**LETTING AGENT'S AGREEMENT
NORTHSHORE RESIDENCES COMMUNITY TITLES SCHEME**

This Agreement is made the _____ day of _____ 20 .

BETWEEN: The Body Corporate for Northshore Residences 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 Northshore Residences 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

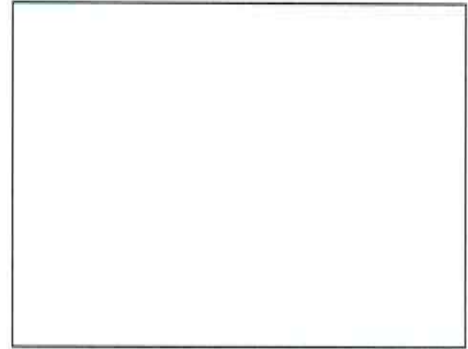
25.1 The law of Queensland governs this Agreement.

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 Northshore Residences
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 11 – Development Plans



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

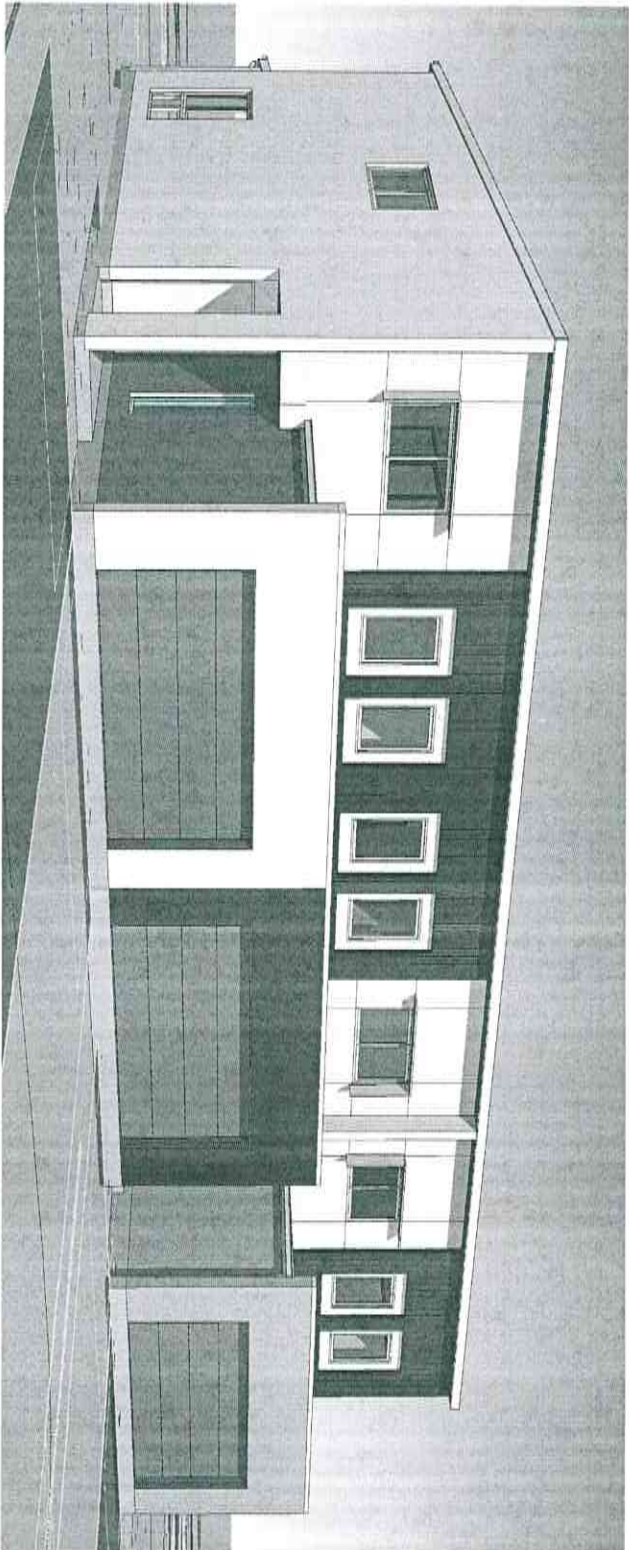
FLOOR AREAS

UNIT 1	
PORCH	4.1 m ²
PATIO	6.3 m ²
Exterior Area	10.3 m ²
LIVING (GF)	52.3 m ²
GARAGE	38.0 m ²
LIVING (FF)	78.6 m ²
Gross Building Area	188.9 m ²
UNIT 2	
PORCH	3.8 m ²
PATIO	7.2 m ²
Exterior Area	11.0 m ²
LIVING (GF)	51.3 m ²
GARAGE	38.0 m ²
LIVING (FF)	77.6 m ²
Gross Building Area	187.2 m ²
UNIT 3	
PORCH	3.8 m ²
PATIO	7.2 m ²
Exterior Area	11.0 m ²
LIVING (GF)	52.1 m ²
GARAGE	38.6 m ²
LIVING (FF)	78.6 m ²
Gross Building Area	189.4 m ²
Grand total	537.8 m ²

~ MASTER DRAWINGS ~
BUILDING A

EASTPORT Triplex Modern

ADDRESS 20-42 BOULT CRESENT, BURDELL
CLIENT PACIFIC OUTLOOK PTY LTD
JOB No 0000
DRAWN TB



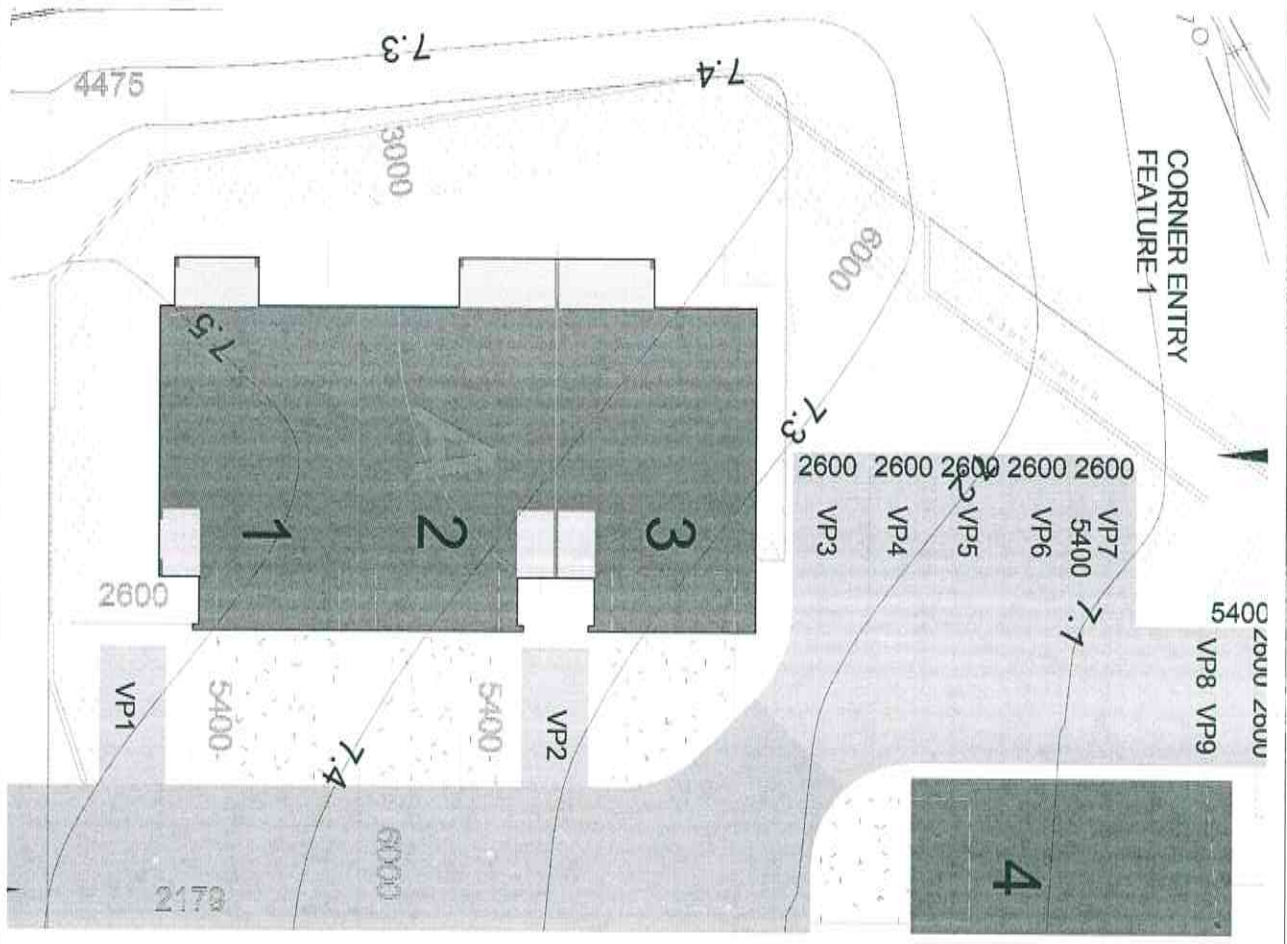
DRAWING SCHEDULE

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

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



HERAN
DESIGNERS AND BUILDERS
OF QUALITY HOMES EST. 1992
301/50 MAINE PARADE
SOUTHPORT Q. 4215
P. 07 5529 0111
F. 07 5529 0383



No.	Description	Date

Project		Use Type		Sheet Name	
TOWNHOUSE DEVELOPMENT		EASTPORT Triplex Modern		SITE PLAN	
Location 20-42 BOULT CRESENT, BURDELL		Unit Number BUILDING A		Scale 1 : 200	
Client PACIFIC OUTLOOK PTY LTD		Project Number 0000		Drawn by TB	
				Date AUGUST 2020	
				Revision 02	



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WINDOW SCHEDULE FIRST FLOOR

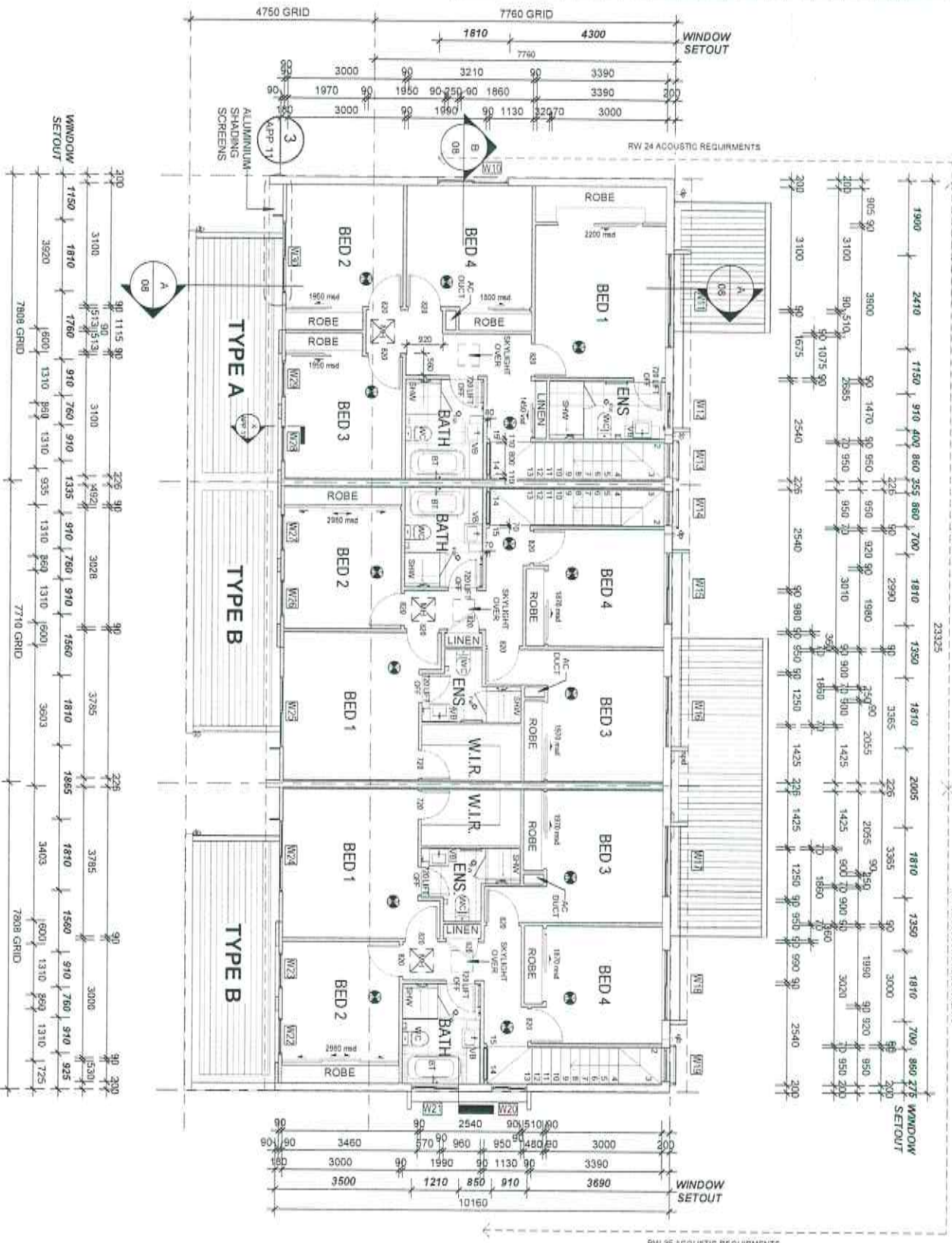
Mark	Type	Unit/MP12	Acoustic Info	Seals
10	10.18 SW	190 x 35	4mm FLOAT	Yes
11	10.24 SW	190 x 35	6.38mm LAMINATED	Yes
12	10.09 SW	140 x 35	6.38mm LAMINATED	Yes
13	15.09 FW	140 x 35	6.38mm LAMINATED	Yes
14	15.09 FW	140 x 35	6.38mm LAMINATED	Yes
15	10.18 SW	190 x 35	6.38mm LAMINATED	Yes
16	10.18 SW	190 x 35	6.38mm LAMINATED	Yes
17	10.18 SW	190 x 35	10.38mm LAMINATED	Yes
18	10.18 SW	190 x 35	10.38mm LAMINATED	Yes
19	15.09 FW	140 x 35	10.38mm LAMINATED	Yes
20	09.05 SW	140 x 35	10.38mm LAMINATED	Yes
21	09.12 SW	190 x 35	10.38mm LAMINATED	Yes
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	10.18 SW	2170 x 35		No
26	12.09 AW	140 x 35		No
27	12.09 AW	140 x 35		No
28	12.09 AW	140 x 35		No
29	12.09 AW	140 x 35		No
30	10.18 SW	2170 x 35		No

NOTES

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADDINGING 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	5.0m	5.5m	5.0m	4.5m



HERAN
BUILDING GROUP PTY LTD.

ABN 22 010 071 744
139 GARRARS ROAD BUILDING
OF QUANTITY FORMER EST. 1982
301/50 MARINE PARADE
SOUTHPORT QLD 4215
P 07 5528 0111
F 07 5528 0333

No.	Description	Date

Project	Townhouse Development	Unit Type	Eastport Triplex Modern
Location	20-42 BOLT CRESENT, BURDELL	Unit Number	BUILDING A
Client	PACIFIC OUTLOOK PTY LTD	Scale	1:100
		Project Number	TB
		Drawing Number	04
		Date	AUGUST 2020
		Reason	

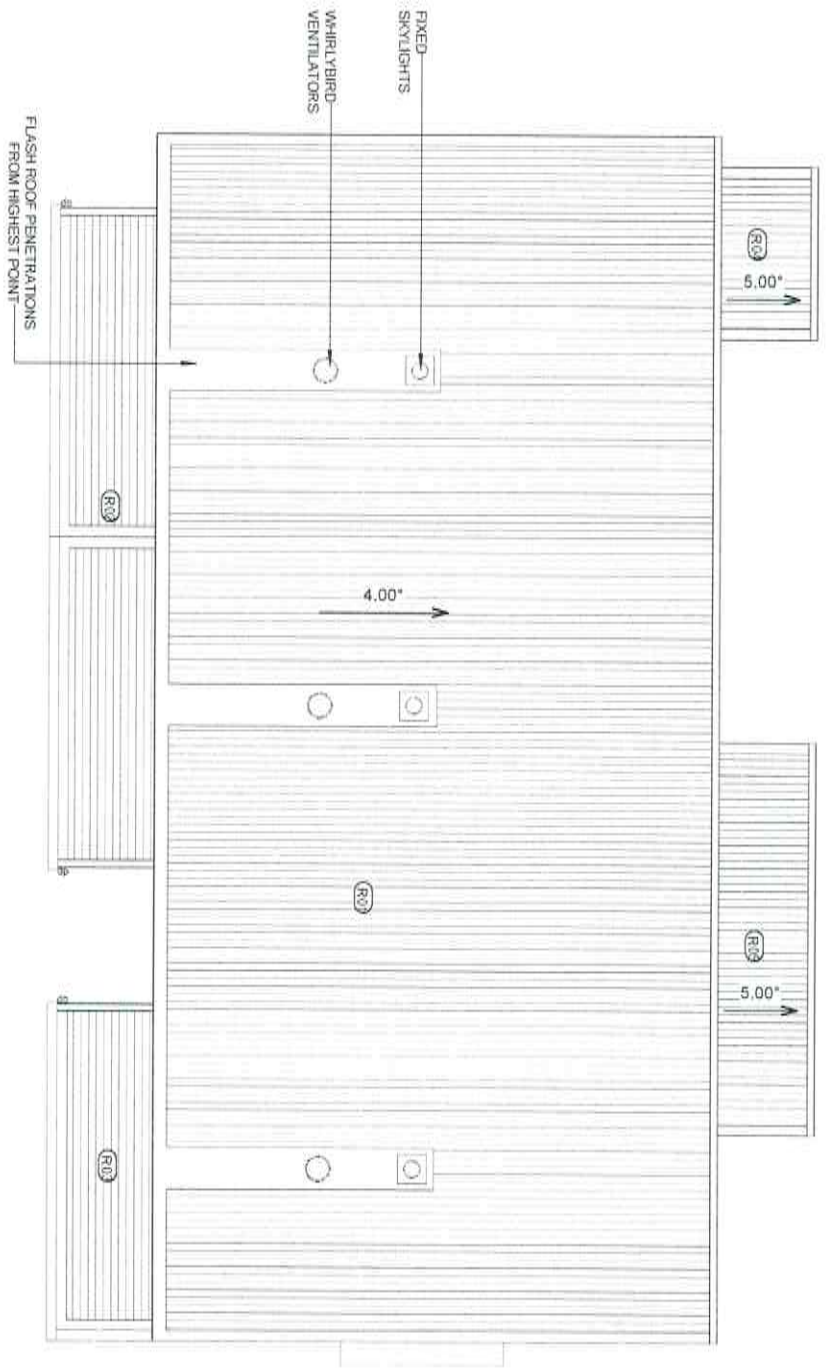


RW 24 ACOUSTIC REQUIREMENTS

23325

RW 35 ACOUSTIC REQUIREMENTS

ROOF SCHEDULE / PER BUILDING		
Mark	Type	Area
01	150mm TRIMDEK ROOF	253.94 m ²
02	150mm TRIMDEK ROOF	27.19 m ²
03	150mm TRIMDEK ROOF	13.40 m ²
04	150mm TRIMDEK ROOF	7.78 m ²
05	150mm TRIMDEK ROOF	1.72 m ²
Grand Total		320.23 m ²



No.	Description	Date

Project		Unit Type		Sheet Name	
TOWNHOUSE DEVELOPMENT		EASTPORT Triplex Modern		ROOF PLAN	
Location		Unit Number		Scale	
2042 BOULT CRESENT, BURDELL		BUILDING A		1 : 100	
Client		Project Number		Drawn by	
PACIFIC OUTLOOK PTY LTD		0000		TB	
				Date	
				AUGUST 2020	
				Revision	
				05	



ABN 22 010 071 744
 DESIGNERS AND BUILDERS
 OF QUALITY HOMES EST. 1982
 301/50 MARINE PARADE
 SOUTHPORT Q 4215
 P 07 5528 0111
 F 07 5528 0333



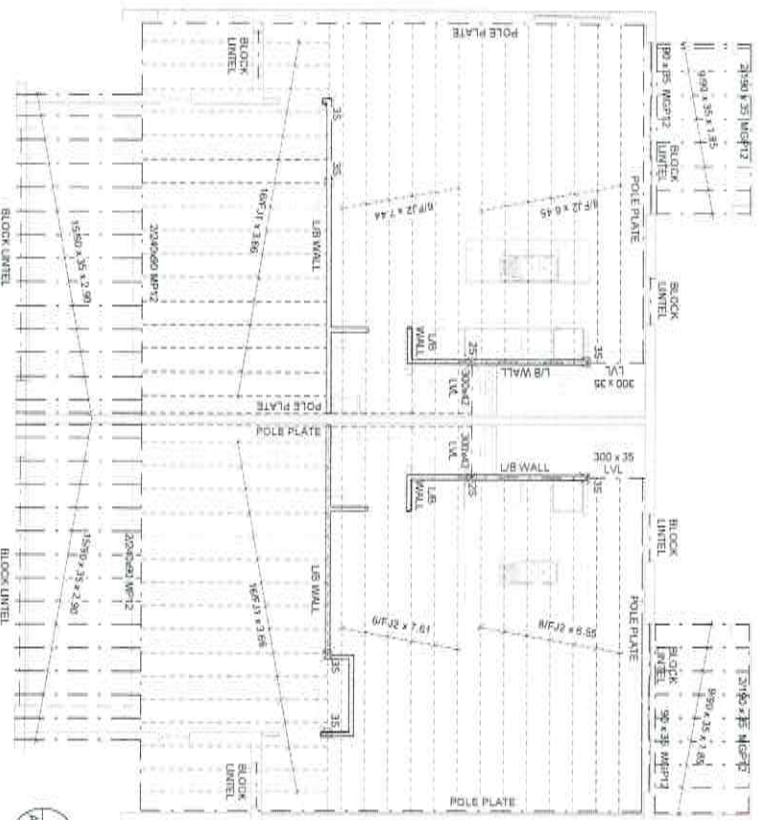
NOTES

- LAYOUT IS INDICATIVE ONLY.
- FOR FINAL LAYOUT REFER TO SUPPLIERS SPECIFICATION AND ENGINEERING.
- COMPLY WITH FLOOR FRAME SUPLIERS SPECIFICATIONS AND TO CERTIFIED BEFORE FINAL FRAME INSPECTION.
- FLOOR LAYOUT + DIMENSIONS + NOTATION EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- 10mm STRUCTURAL PARTICLEBOARD FLOORING.
- PRE-AB FLOOR JOISTS FIXED IN ACCORDANCE TO MANUFACTURERS SPECS.

SECTION	LOAD BEARING WALL
X/2S	270x45 MGP12 STUDS
X/3S	240x45 MGP12 STUDS
F/1	S1300x40 smartjoist @ 450c/s
F/2	S1300x30 smartjoist @ 450c/s
F/3	240x45 MGP 10 H3 @ 450c/s
F/4	200x45 MGP 10 H3 @ 450c/s

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

BASE PLATE DETAILS
 SCALE: 1:20



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

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 DESIGNERS AND BUILDERS
 OF QUALITY HOMES EST. 1982
 301/50 MARINE PARADE
 SCOTTSDALE QLD 4215
 P 07 5528 0111
 F 07 5528 0333

No.	Description	Date

Project: **TOWNHOUSE DEVELOPMENT** Unit Type: **EASTPORT Triplex Modern** Street Name: **BEAM & JOIST LAYOUT**

Location: **20-42 BOULT CRESENT, BURDELL** Unit Number: **BUILDING A** Scale: **1:100** Drawn by: **TB** Date: **AUGUST 2020**

Client: **PACIFIC OUTLOOK PTY LTD** Project Number: **0000** Drawing Number: **APP 03** Revision:



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 (A.S. 1684.2 - NON-CYCLOMIC AREAS)

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 855mm MIN. ABOVE THE NOSING OF THE STAIR TREADS
- **SAFETY GLASS** - MINIMUM 5mm MAX. AND FOR STAIRS, ONE OF THE TWO GLASS PANELS SHALL BE 125mm MAX. ACCORDANCE WITH PART 3.9.3 OF THE BCA
- THE DOOR TO SELF-CONTAINED TOILET SUITE SHALL HAVE LIFT OFF FINISHES
- DESIGN & PLACEMENT OF TRUSSES WALL & FLOOR FRAMES SHALL BE IN STRICT ACCORDANCE WITH MANUFACTURERS CERTIFIED DESIGN DOCUMENTS

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. 3789
- 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	3370
100x100x8 EA	3370
150x90x8 U/A	4210
150x100x10 U/A	4330

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

ROOF WALL & FLOOR FRAMING

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

TIMBER WALL FRAMING

ITEM	N2 W633 N1 A.S. 1684.2 - 2010	N2 W633 N1 A.S. 1684.2 - 2010
ROOF LOAD WIDTH (RLW)	= 6000mm	= 6000mm
UP LOAD WIDTH (ULW)	= 9000mm	= 6000mm
CONCRETE TILE ROOF	= 900mm	= 400mm
TRUSS SPACING	= 600c	= 600c
WALL HEIGHT	= 2400mm	= 2400mm
UPPER FLOOR LOAD WIDTH	= 3600mm	= 3600mm
FLOOR JOIST SPACING	= 450mm	= 450mm

SINGLE OR UPPER STORY

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

LOWER STORY OR TWO STORIES

STUDS (EXTERIOR)	70 x 35 MGP10 @ 450c	70 x 45 MGP12 @ 450c (NOT NOTCHED)
TOP PLATE	2/70 x 35 MGP12 TRUSSES WITHIN 1.5 TIMES THE DEPTH OF THE PLATE FROM THE STUD	2/70 x 45 MGP12 @ 450c (NOT NOTCHED)
BOTTOM PLATE	70 x 35 MGP10 (CONTINUOUS SUPPORT)	70 x 35 MGP10 (CONTINUOUS SUPPORT)
NOGGING	70 x 35 MGP10	70 x 35 MGP10
JAMB STUDS (INC. SECONDARY JAMB STUDS)	SIZE DxB mm 3/70 x 35 MGP10 4/70 x 35 MGP10	MAX OPENING (mm) 1500 2100
INT. NON-L/B STUDS (PLATES 70x35)	70 x 35 MGP10 @ 600c 70 x 35 MGP10 @ 300c	PROVIDE AN ADDITIONAL JAMB STUD EACH SIDE FOR LINTELS SUPPORTING CONCRETE/HEAVY LOADS
FIXING & TIE DOWN DESIGN	FIXING FLOOR LOAD ONLY - 70 x 35 MGP10 STUDS @ 450c - 70 x 35 MGP12 TOP PLATE	FIXING FLOOR LOAD ONLY - 70 x 35 MGP10 STUDS @ 450c - 70 x 35 MGP12 TOP PLATE

FIXING & TIE DOWN DESIGN

POSITION OF THE DOWN	AS PER MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS	AS PER MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS
POSITION OF THE DOWN	SHOULD BE IN ADDITION TO MANUFACTURERS (IN ADDITION TO NOMINAL FIXINGS)	SHOULD BE IN ADDITION TO MANUFACTURERS (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	1M 12 ROD @ 1800c MAX. SIDES
SIDES OF OPENING	NOMINAL	OF OPENINGS & CORNERS
TOP / BOTTOM PLATE TO SLAB	NOMINAL	1M 12 ROD @ 1800c MAX. SIDES
BOTTOM PLATE TO L / S TOP PLATE	NOMINAL	1M 12 ROD @ 1800c MAX. SIDES

TIEDOWN & BRACING INFO

ITEM	DESCRIPTION	REVISION
1	LOWER STORY OF TWO STORY NOMINAL FIXING ONLY TO ALL CONNECTIONS	

No.	Description	Date

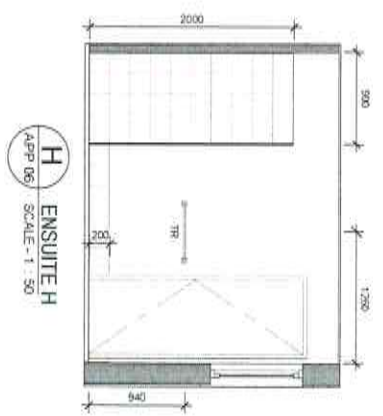
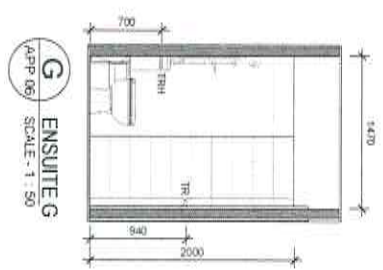
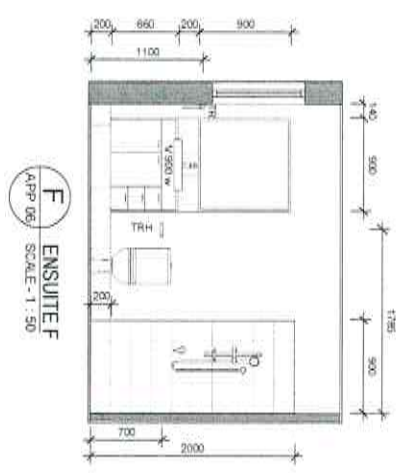
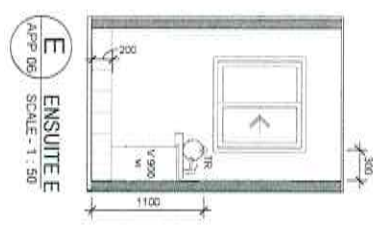
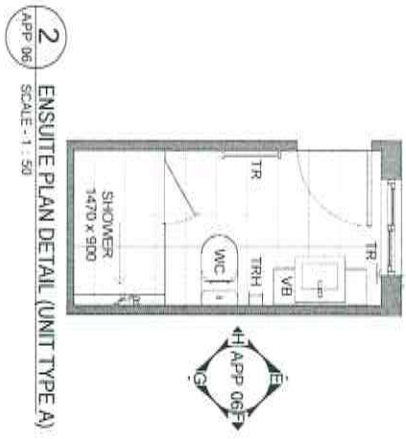
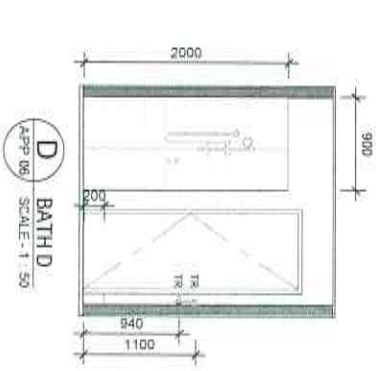
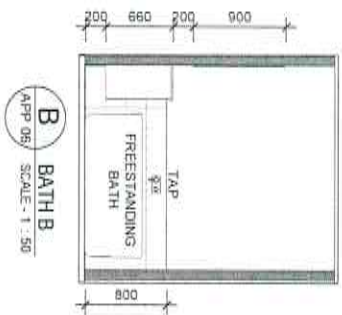
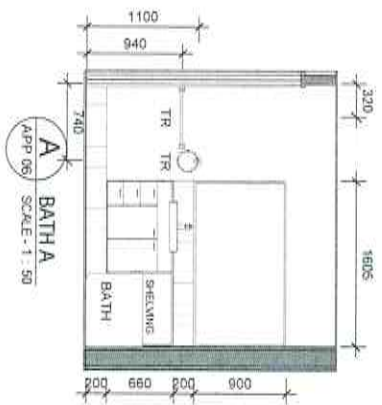
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 Unit Type: EASTPORT Triplex Modern
 Location: 20-42 BOULT CRESENT, BURDELL BUILDING A
 Client: PACIFIC OUTLOOK PTY LTD

Sheet Name: TIEDOWN & BRACING INFO
 Scale: TB
 Project Number: 0000
 Drawing Number: APP 04
 Date: AUGUST 2020
 Revision:



Project: TOWNHOUSE DEVELOPMENT
Location: 20-42 BOULT CRESENT, BURDELL
Unit Type: EASTPORT Triplex Modern
Unit Number: BUILDING A
Client: PACIFIC OUTLOOK PTY LTD
Street Name: WET AREAS DETAILS (FIRST FLOOR TYPE A)
Scale: 1 : 50
Drawn by: TB
Date: AUGUST 2020
Project Number: 00000
Drawing Number: APP 06
Revision:

No.	Description	Date

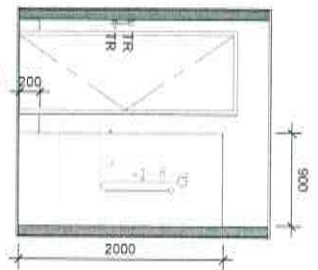




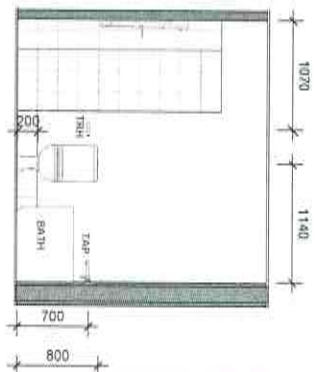
1 BATH PLAN DETAIL (UNIT TYPE B)
APP 07 SCALE - 1 : 50



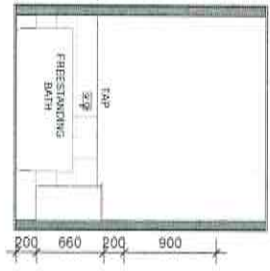
I BATH I
APP 07 SCALE - 1 : 50



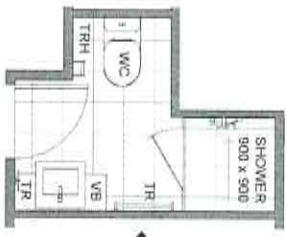
J BATH J
APP 07 SCALE - 1 : 50



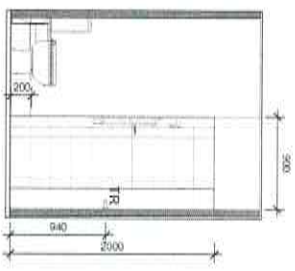
K BATH K
APP 07 SCALE - 1 : 50



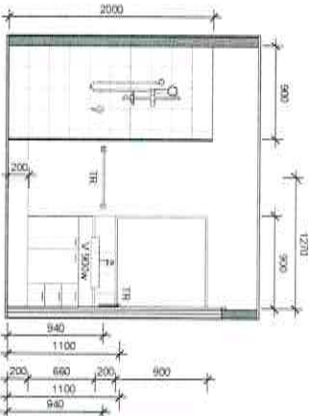
L BATH L
APP 07 SCALE - 1 : 50



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



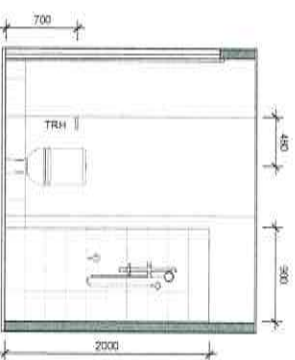
M ENSUITE M
APP 07 SCALE - 1 : 50



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

Project	Unit Type	Sheet Name
TOWNHOUSE DEVELOPMENT	EASTPORT Triplex Modern	WET AREA DETAILS (FIRST FLOOR TYPE B)
Location	Unit Number	Scale
20-42 BOULT CRESENT, BURDELL	BUILDING A	1 : 50
Client	Project Number	Drawn by
PACIFIC OUTLOOK PTY LTD	0000	TB
	APP 07	Revision
		AUGUST 2020

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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

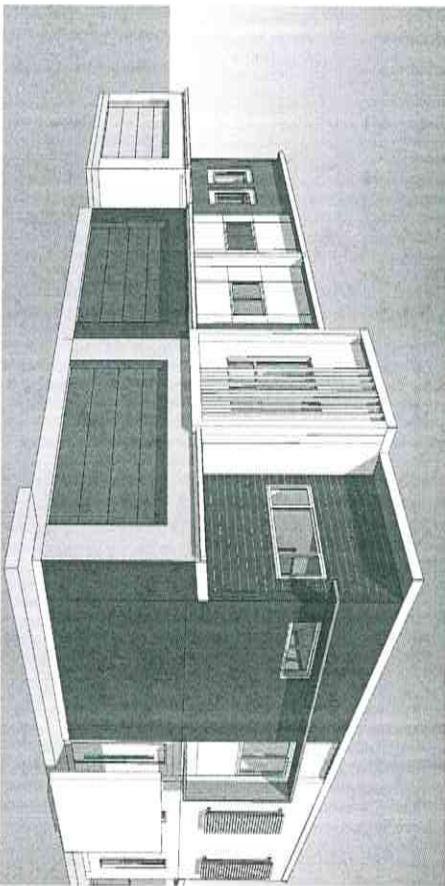
~ MASTER DRAWINGS ~ EASTPORT WESTPORT Triplex
BUILDING B J

ADDRESS 20-42 BOULT CRESENT, BURDELL
CLIENT PACIFIC OUTLOOK PTY LTD
JOB No 0000
DRAWN TB



FLOOR AREAS

UNIT 4	
PORCH	3.3 m ²
PATIO	6.8 m ²
Exterior Area	10.1 m ²
GARAGE	38.0 m ²
LIVING (GF)	49.8 m ²
LIVING (FF)	76.5 m ²
Gross Building Area	164.3 m ²
UNIT 5	
PORCH	3.3 m ²
PATIO	6.8 m ²
Exterior Area	10.1 m ²
LIVING (GF)	49.1 m ²
GARAGE	38.7 m ²
LIVING (FF)	75.5 m ²
Gross Building Area	163.3 m ²
UNIT 6	
PORCH	2.4 m ²
PATIO	9.7 m ²
Exterior Area	12.1 m ²
LIVING (GF)	45.1 m ²
GARAGE	39.4 m ²
LIVING (FF)	81.5 m ²
Gross Building Area	166.0 m ²
Grand total	178.1 m ² 525.8 m ²



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

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

WINDOW SCHEDULE GROUND FLOOR

Mark	Type	Unit	MSGP12	Acoustic Info	Seals
01	18.06 FW	140 x 35			No
02	18.06 FW	140 x 35		4mm FLOAT	No
03	18.06 AW	140 x 35		4mm FLOAT	Yes
04	18.06 AW	140 x 35		4mm FLOAT	Yes
05	12.18 SW	2240 x 35		4mm FLOAT	Yes
06	18.09 AW	140 x 35		4mm FLOAT	Yes
07	18.09 AW	140 x 35		4mm FLOAT	Yes
08	06.09 SW	140 x 35			Yes
09	06.09 SW	140 x 35			Yes

DOOR SCHEDULE (EXT.) GROUND FLOOR

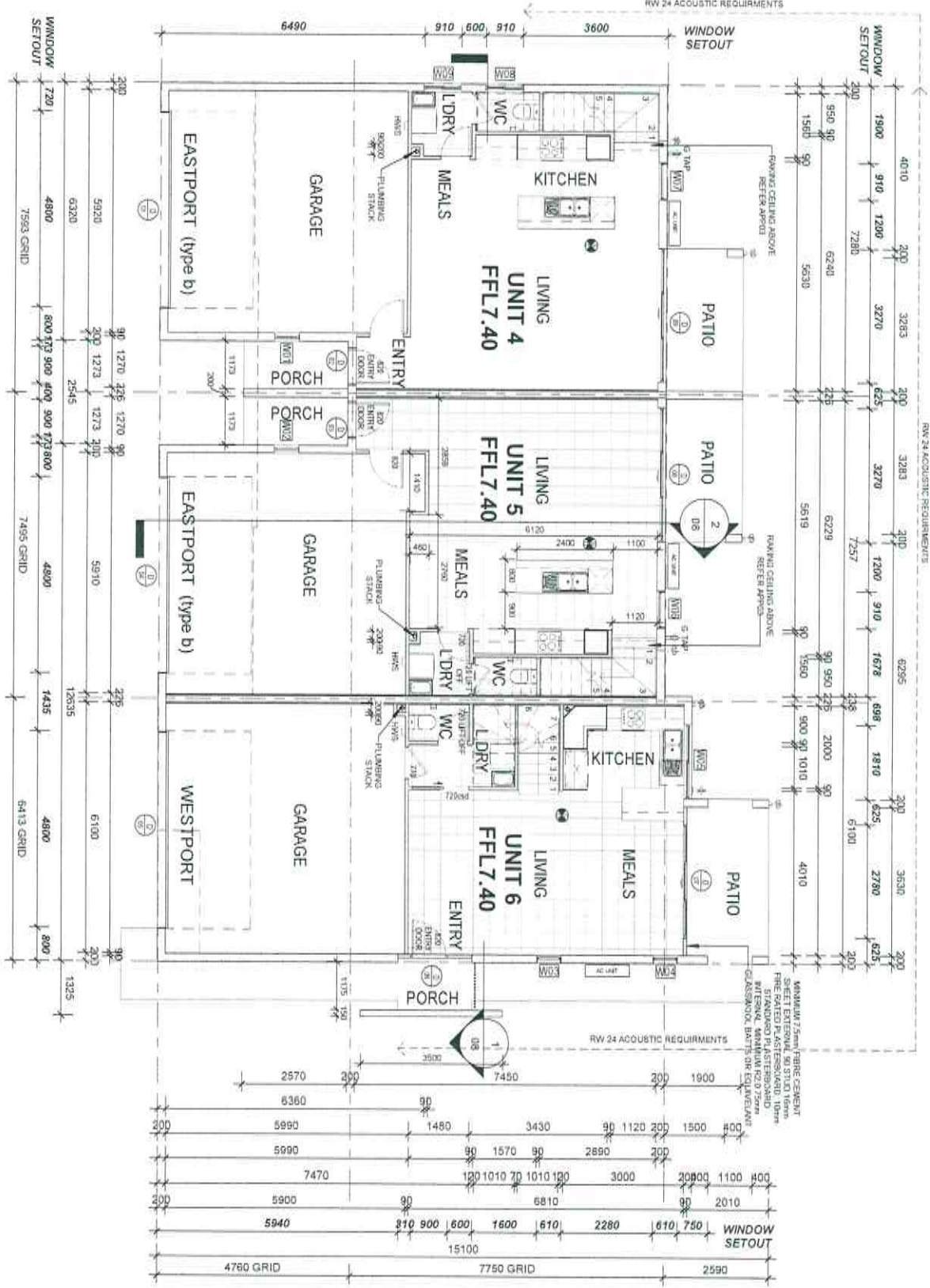
Mark	Type	Unit	MSGP12	Acoustic Info	Seals
01	21.48 PANEL LIFT	240 x 65	18C		No
02	DJUNE MATT	140 x 35			No
03	820 ENTRY DOOR	140 x 35			No
04	21.48 PANEL LIFT	240 x 65	18C		No
05	21.48 PANEL LIFT	240 x 65	18C		No
06	820 ENTRY DOOR 2	140 x 35		4mm FLOAT	Yes
07	21.27 SD	2240x635		4mm FLOAT	Yes
08	21.31 SD	2240x635		4mm FLOAT	Yes
09	21.31 SD	2240x635		4mm FLOAT	Yes

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.

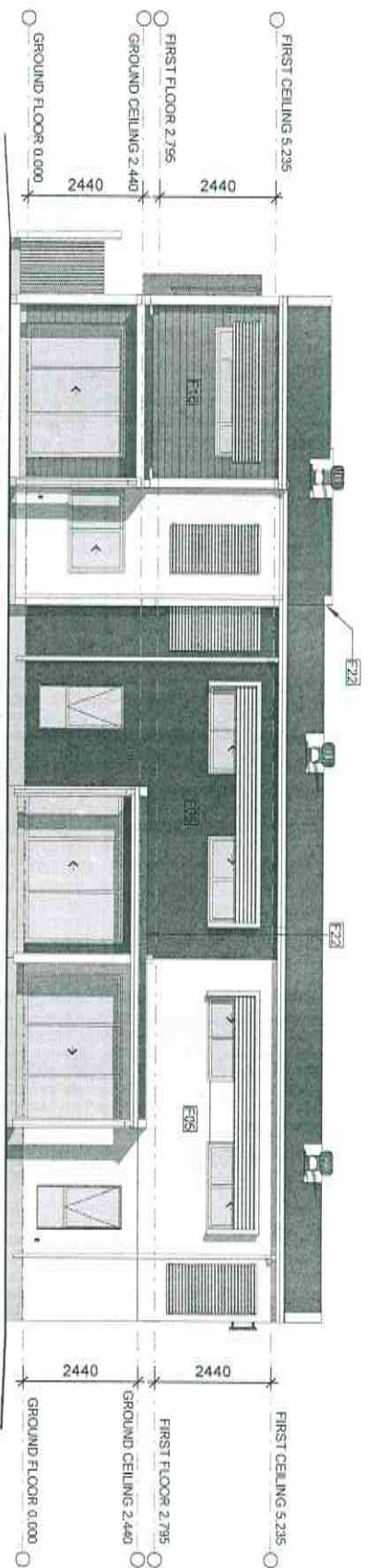
VERTICAL JAMB NOTE

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



HERAN
 ARCHITECTS AND BUILDERS
 OF QUANTITY SURVEYERS (1982)
 301/50 MARINE PARADE
 SOUTHPORT Q. 4215
 P. 07 5528 0111
 F. 07 5528 0333

No.	Description	Date	Project	Unit Type	Sheet Name
			MULTIPLE DWELLING UNITS	EASTPORT WESTPORT Triplex	GROUND FLOOR PLAN
			20-42 BOULT CRESENT BURDELL	BUILDING B J	
			PACIFIC OUTLOOK PTY LTD		
					Scale 1:100
					Drawn by TB
					Date JUL Y 2020
					Project Number
					Revision 03



EXTERNAL FINISHES

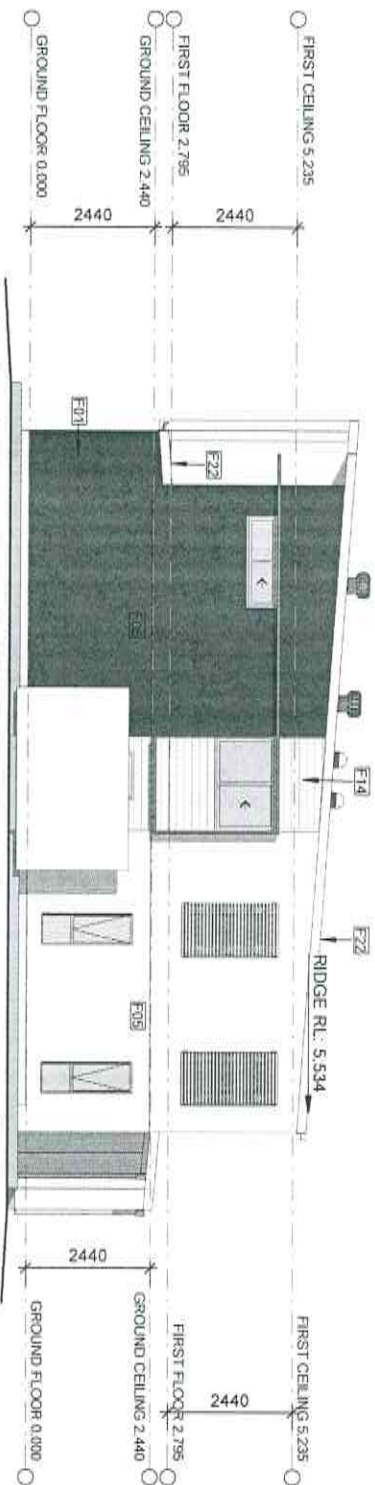
F01	FACE BRICKWORK (AS SELECTED)
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F05	BRICKWORK WITH RENDER FINISH (COLOUR 3)
F09	SCYON AXON CLADDING
F10	SCYON MATRIX CLADDING
F14	HARBIES LINEA BOARDING
F16	HARBIES RUSTICATED WEATHERBOARD (DOUBLE SIDED FOIL UNDER)
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)

1 REAR 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 LEFT ELEVATION
SCALE - 1 : 100



ABN 27 010 071 744
DESIGNS AND BUILDERS
OF BUNNIN HOMES EST. 1952
301/50 MARINE PARADE
SOUTHPORT Q 4215
P 07 5529 0111
F 07 5529 0333

No.	Description	Date

Project	MULTIPLE DWELLING UNITS	Unit Type	EASTPORT WESTPORT Triplex	Sheet Name	ELEVATIONS 2
Location	20-42 BOULT CRESENT, BURDELL	Unit Number	BUILDING B J	Scale	1 : 100
Client	PACIFIC OUTLOOK PTY LTD	Drawn by	TB	Date	JULY 2020
		Project Number	07	Revision	

No.	Description	Date

Project
MULTIPLE DWELLING UNITS
Location
20-42 BOULT CRESENT, BURDELL

Unit Type
EASTPORT WESTPORT Triplex
Unit Number
BUILDING B J

Client
PACIFIC OUTLOOK PTY LTD

Scale
1 : 100

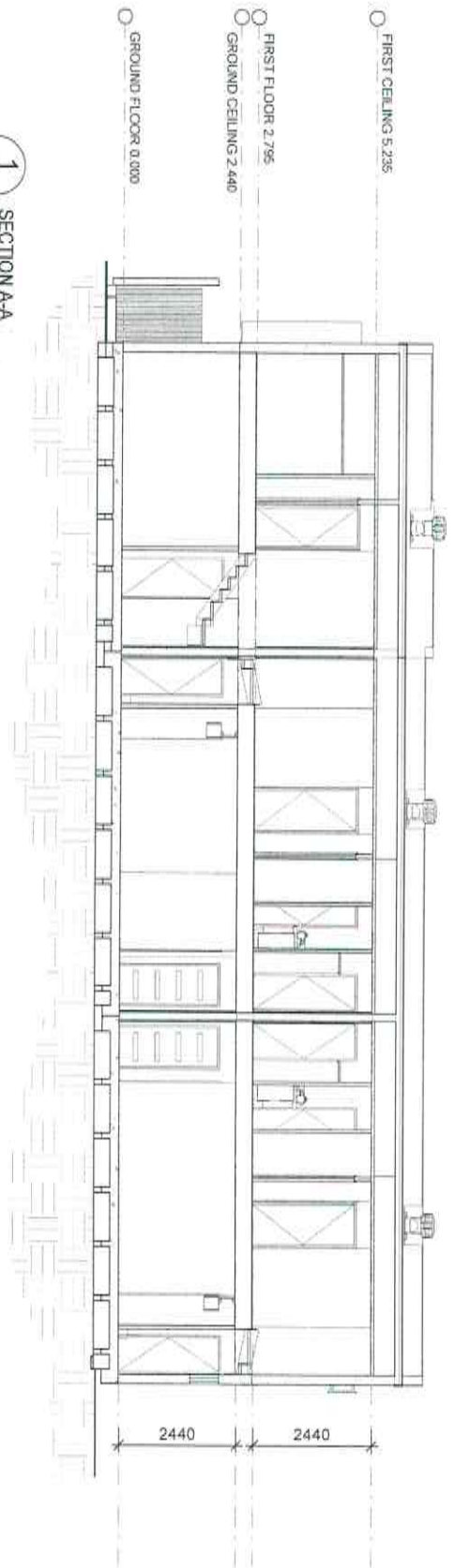
Project Number
0000

Drawn by
TB

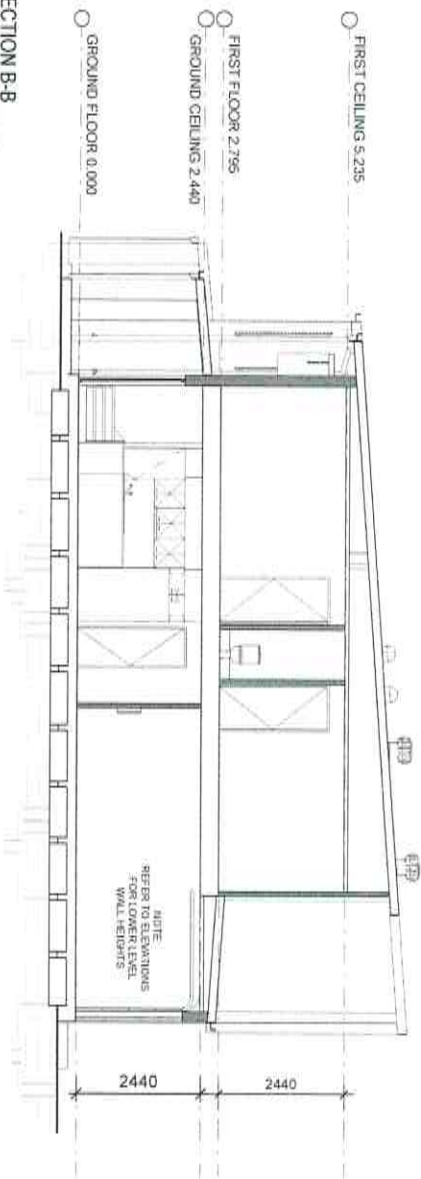
Date
JUL Y 2020

Drawing Number
08

Revision



1 SECTION A-A
SCALE - 1 : 100



2 SECTION B-B
SCALE - 1 : 100

SLAB LAYOUT NOTES

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

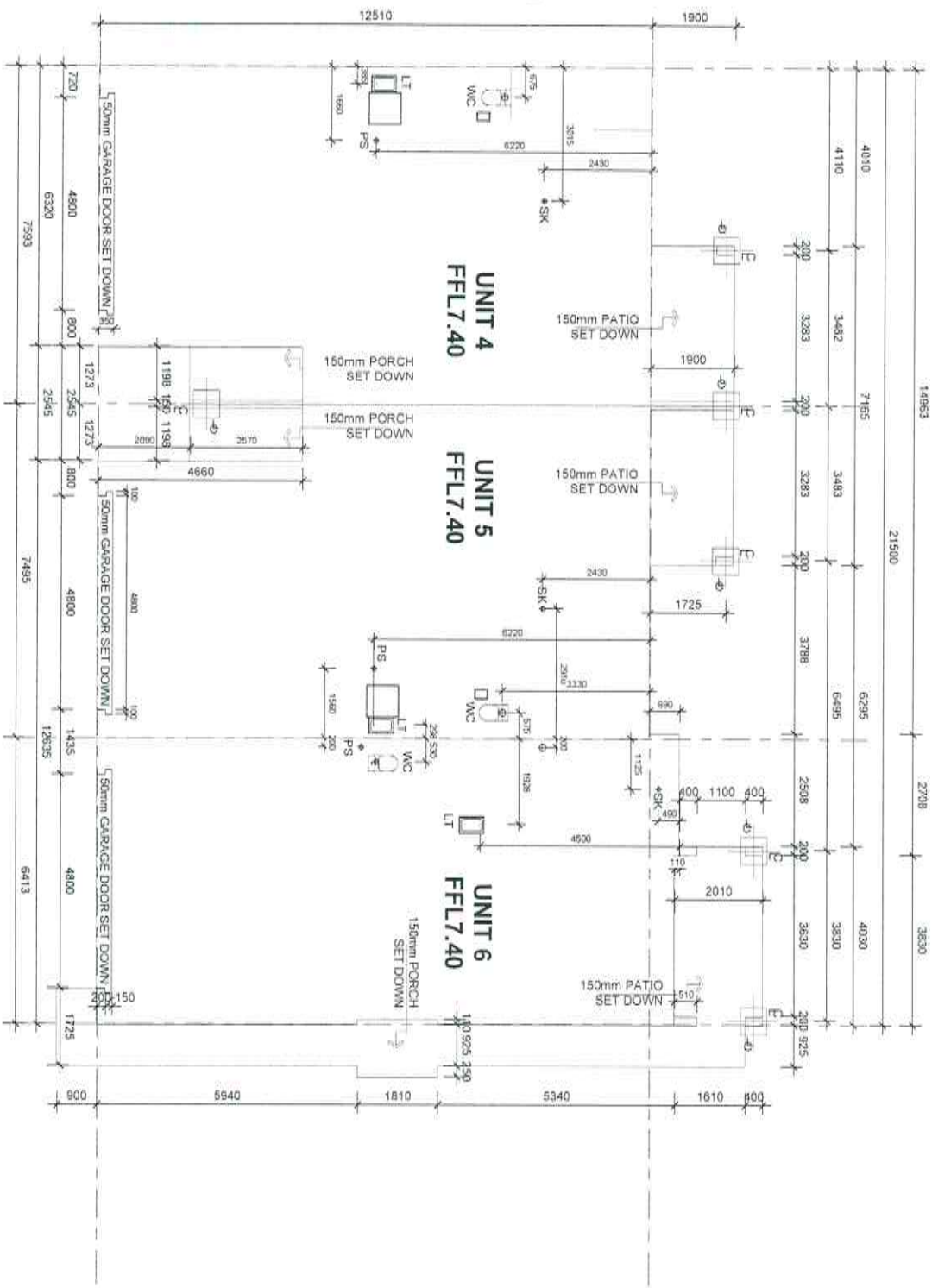
TERMITE PROTECTION

- FLASITE TERMITE BLANKET TO UNDERSLAB & PERIMETER
- FLASITE COLLARS TO ALL SLAB PENETRATIONS AS PER A.S.3601.1 - 2000

LINE LEGEND

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

SLAB AREA 260.97 sqm
 BEAM PERIMETER 78.9 lm



No.	Description	Date

Project: **MULTIPLE DWELLING UNITS** Unit Type: **EASTPORT WESTPORT Triplex** Sheet Name: **SLAB LAYOUT**

Location: **20-42 BOULT CRESENT, BURDELL** Unit Number: **BUILDING B J** Scale: **1:100** Drawn by: **TB** Date: **JULY 2020**

Client: **PACIFIC OUTLOOK PTY LTD** Project Number: Drawing Number: Revision:



NOTES

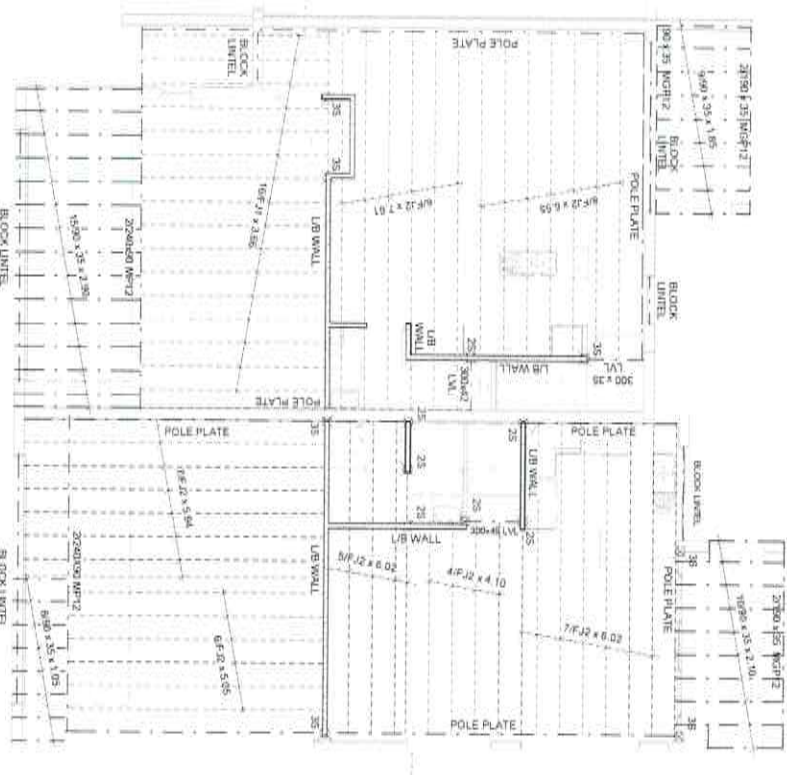
- LAYOUT IS INDICATIVE ONLY.
- FOR FINAL LAYOUT REFER TO SUPPLIERS SPECIFICATION AND ENGINEERING.
- COMPLY WITH FLOOR FRAME SUPLIERS SPECIFICATIONS AND TO CERTIFIED BEFORE FINAL FRAME INSPECTION.
- FLOOR LAYOUT + DIMENSIONS + NOTATION EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- 19mm STRUCTURAL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

SECTION	LOAD BEARING WALL
X-25	270x35 MGP12 STUDS
X-35	370x35 MGP12 STUDS
F-11	SJ330x40 smartjoist @ 450hrs
F-2	SJ330x30 smartjoist @ 450hrs
F-3	240x45 MGP10 H3 @ 450hrs
F-14	200x45 MGP10 H3 @ 450hrs

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

TYPE EASTPORT

TYPE WESTPORT

No.	Description	Date

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	EASTPORT WESTPORT Triplex	BEAM & JOIST LAYOUT
Location 20-42 BOULT CRESENT, BURDELL	Unit Number BUILDING B J	Scale 1:100
Client PACIFIC OUTLOOK PTY LTD	Drawn by TB	Date JULY 2020
	Project Number 0000	Drawing Number APP 03
		Revision

HERAN
 BUILDING GROUP PTY LTD

ABN 22 010 071 744
 DESIGN AND BUILDING
 OF QUALITY HOMES SINCE 1992
 301/50 MARINE PARADE
 SOUTHPORT QLD 4215
 P.O. 5528 0111
 F. 07 5528 0333



BUILDING & DESIGN

- STANDARD SHALL BE IN ACCORDANCE WITH AUSTRALIAN STANDARDS - BCA - QUENSLAND BUILDING ACT 1975 - BUILDING REGULATIONS 2006
- STRUCTURAL SUPERFICIENCY SAFETY HEAT AND SMOKE 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-COMBUSTIBLE AREAS

GENERAL NOTES

- FIGURE DIMENSIONS TAKE PREFERENCE TO SCALED DIMENSIONS
- INTERVAL DIMENSIONS BETWEEN WALL FRAMING DO NOT INCLUDE THE ALLOWANCE FOR LAPPING THE JOISTS
- LINTELS UNDER ALL GABLE TRUSSES SHALL BE CHECKED BY TRUSS SUPPLIER
- ANGLED WALL SHALL BE @ 45° UNLESS NOTED OTHERWISE
- WIND CLASSIFICATION
- W 28 (M) W 33 (M2)
- W 41 (M3) W 50 (M4)

TERMITE PROTECTION

- ALL TERMITE PROTECTION SHALL BE IN ACCORDANCE WITH A.S. 3690-2000

SMOKE ALARMS

- SMOKE ALARMS SHALL BE LOCATED AND INSTALLED ON OR NEAR THE CEILING IN ACCORDANCE WITH PART 3.1.2 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)
500x80x8.0EA	3010
1000x100x6.0EA	3130
1500x90x8.0EA	4210
1500x100x10.0EA	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 FRAMEWORKS BALCONIES, LANDINGS OR THE LIKE, THE HEIGHT OF CONTINUOUS BALUSTRADE SHALL BE 1000mm MIN. ABOVE THE FLOOR
- FOR STAIRS THE HEIGHT SHALL BE 850mm 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 SLATE SHALL HAVE LEFT OFF HINDERS

ROOF, WALL & FLOOR FRAMING

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

TIMBER WALL FRAMING

NZ (M33) N/A.S. 1684.2 - 2010	NZ (M33) N/A.S. 1684.2 - 2010
ROOF LOAD WIDTH (RLW)	= 6000mm
UPPER FLOOR LOAD WIDTH (ULW)	= 5800mm
TRUSS SPACING	= 5800mm
WALL HEIGHT	= 2400mm
UPPER FLOOR LOAD WIDTH	= 2400mm
FLOOR JOIST SPACING	= 450mm
FLOOR JOIST SPACING	= 450mm

SINGLE OR UPPER STORY

STUDS (EXTERIOR)	70 x 35 MGP10 @ 450c. (NOT NOTICED)	200 x 35 MGP12 TRUSSES WITHIN 1.5 TIMES THE DEPTH OF THE PLATE FROM THE STUD
TOP PLATE	70 x 35 MGP10 @ 450c.	70 x 45 MGP12 @ 450c. (NOT NOTICED)
BOTTOM PLATE	70 x 35 MGP10 (CONTINUOUS SUPPORT)	70 x 35 MGP12 (CONTINUOUS SUPPORT)
JAMB STUDS (INC. SECONDARY JAMB STUDS)	SIZE DMB mm	MAX OPENING mm
	200 x 35 MGP10	1000
	300 x 35 MGP10	1800
	400 x 35 MGP10	2800
INT. NON-LB STUDS (PLATES 70x35 MGP10)	70 x 35 MGP10 @ 600c.	LP TO 2700 HIGH
	70 x 35 MGP10 @ 300c.	LP TO 3800 HIGH

LOWER STORY OR TWO STORIES

STUDS (EXTERIOR)	SHEET ROOF	TILE ROOF
TOP PLATE	70 x 35 MGP10 @ 450c. (NOT NOTICED)	70 x 45 MGP12 @ 450c. (NOT NOTICED)
BOTTOM PLATE	70 x 35 MGP10 (CONTINUOUS SUPPORT)	70 x 35 MGP12 (CONTINUOUS SUPPORT)
JAMB STUDS (INC. SECONDARY JAMB STUDS)	SIZE DMB mm	MAX OPENING (mm)
	300 x 35 MGP10	1500
	400 x 35 MGP10	2100
INT. NON-LB STUDS (PLATES 70x35 MGP10)	70 x 35 MGP10 @ 600c.	LP TO 2700 HIGH
	70 x 35 MGP10 @ 300c.	LP TO 3800 HIGH

FIXING & TIE DOWN DESIGN

POSITION OF THE DOWN CONNECTION TRUSS TO TOP PLATE / BEAM	AS PER MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS	AS PER MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS
90° TIE TO TOP PLATE / BEAM	NOMINAL	2 x FRAMING ANCHORS
TOP / BOTTOM PLATE TO STUDS / LINTELS	NOMINAL	1M12 ROD @ 1800c. MAX. SIDES OF OPENING & CORNERS
SIDES OF OPENING	NOMINAL	THREADED ROD EACH END
TOP / BOTTOM PLATE TO SLAB	NOMINAL	1M12 ROD @ 1800c. MAX. SIDES OF OPENING & CORNERS
BOTTOM PLATE TO U / STOP PLATE	NOMINAL	1M12 ROD @ 1800c. MAX. SIDES OF OPENING & CORNERS

* NOMINAL - REFER TO AS 1684.2 TAB.E.9.4
LOWER STORY OF TWO STORY NON-LB
FRAMING ONLY TOTAL CONNECTIONS

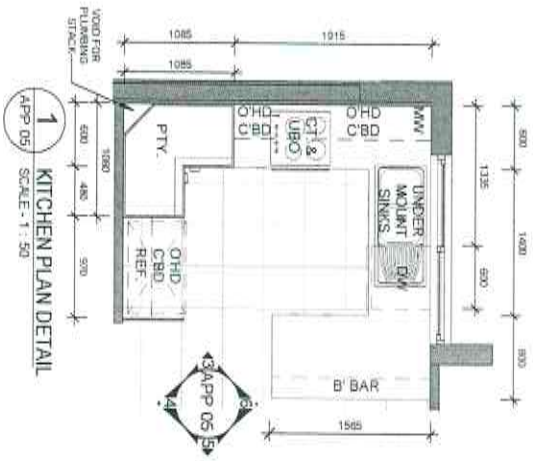
No.	Description	Date

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

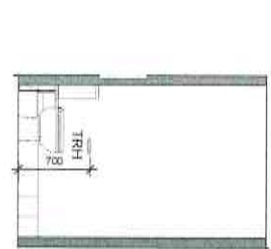
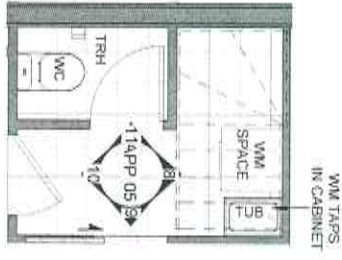
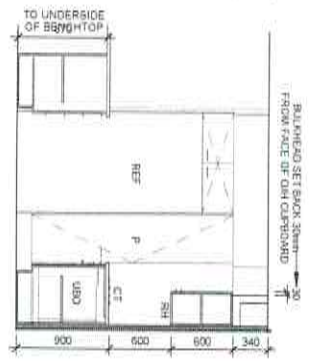
Location	Unit Reference	State	Drawn By	Date
20-42 BOULT CRESENT, BURDELL	BUILDING B J	TB	JULY 2020	

Client	Project Number	Drawings Number	Revision
PACIFIC OUTLOOK PTY LTD	0000	APP 04	





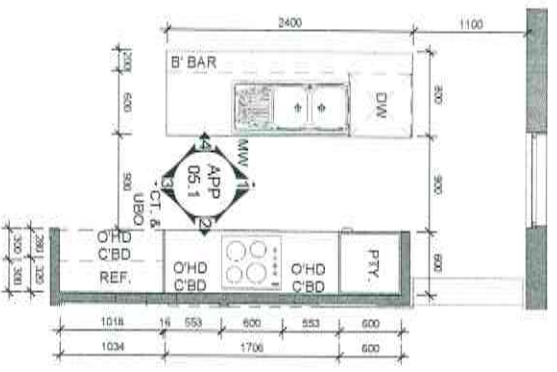
RANGEHOOD NOTE:
- RANGEHOOD DUCTED TO EXTERNAL WALL



No.	Description	Date

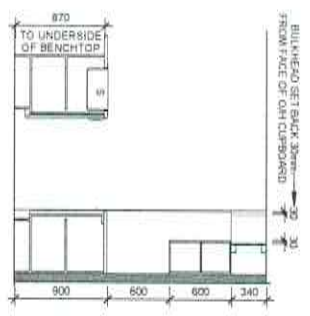
Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		EASTPORT WESTPORT Triplex		WET AREA DETAILS (GF) WESTPORT	
Location 20-42 BOULT CRESENT, BURDELL		Unit Number BUILDING B J		Scale 1 : 50	
Client PACIFIC OUTLOOK PTY LTD		Project Number 0000		Drawn by TB	
				Date JULY 2020	
				Revision	
				APP 05	

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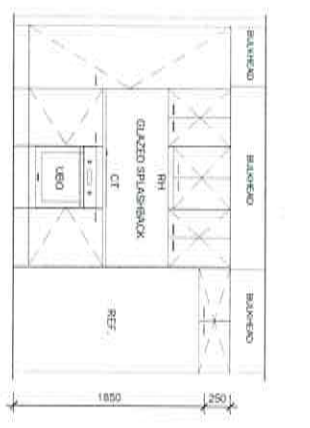


5 KITCHEN PLAN DETAIL
APP 05.1 SCALE - 1 : 50

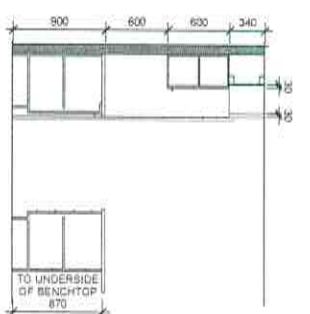
RANGEHOOD NOTE -
RANGEHOOD DUCTED TO EXTERNAL WALL



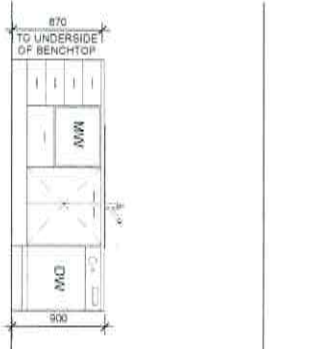
1 KITCHEN A EASTPORT
APP 05.1 SCALE - 1 : 50



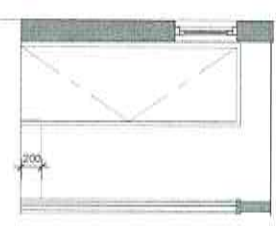
2 KITCHEN B EASTPORT
APP 05.1 SCALE - 1 : 50



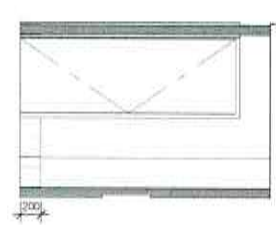
3 KITCHEN C EASTPORT
APP 05.1 SCALE - 1 : 50



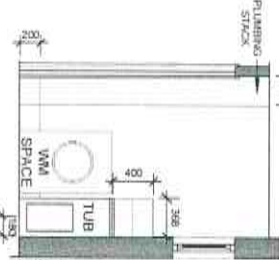
4 KITCHEN D EASTPORT
APP 05.1 SCALE - 1 : 50



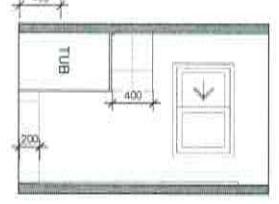
7 L DRY E EASTPORT
APP 05.1 SCALE - 1 : 50



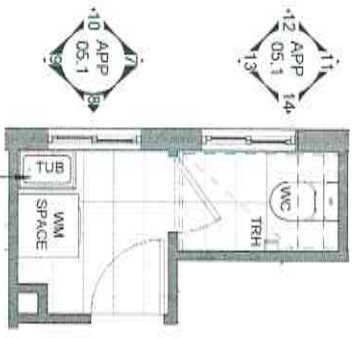
8 L DRY F EASTPORT
APP 05.1 SCALE - 1 : 50



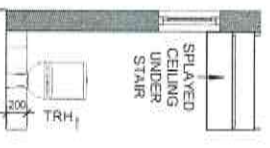
9 L DRY G EASTPORT
APP 05.1 SCALE - 1 : 50



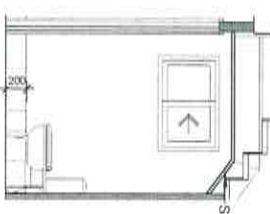
10 L DRY H EASTPORT
APP 05.1 SCALE - 1 : 50



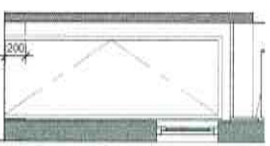
6 LAUNDRY PLAN DETAIL
APP 05.1 SCALE - 1 : 50



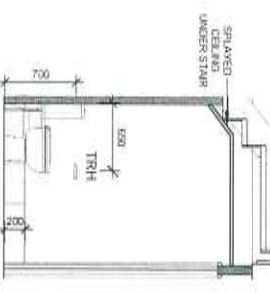
11 WC J EASTPORT
APP 05.1 SCALE - 1 : 50



12 WC K EASTPORT
APP 05.1 SCALE - 1 : 50



13 WC L EASTPORT
APP 05.1 SCALE - 1 : 50



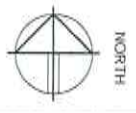
14 WC M EASTPORT
APP 05.1 SCALE - 1 : 50



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No.	Description	Date

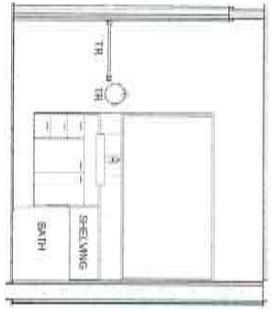
Project	MULTIPLE DWELLING UNITS	Unit Type	EASTPORT WESTPORT Triplex	Sheet Name	WET AREA DETAILS (GP) EASTPORT
Location	20-42 BOULT CRESENT, BURDELL	Unit Number	BUILDING B J	Scale	1 : 50
Client	PACIFIC OUTLOOK PTY LTD	Drawn by	TB	Date	JULY 2020
		Project Number	0000	Reason	



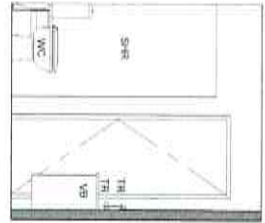
3. The information contained herein is the property of HERAN BUILDING GROUP PTY LTD and is not to be used for any other purpose without the written consent of HERAN BUILDING GROUP PTY LTD.



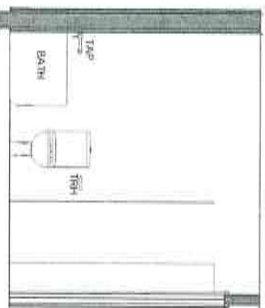
1 BATH PLAN DETAIL (UNIT TYPE B)
APP 07 SCALE - 1 : 50



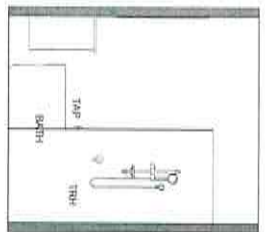
3 BATH I EASTPORT (type b)
APP 07 SCALE - 1 : 50



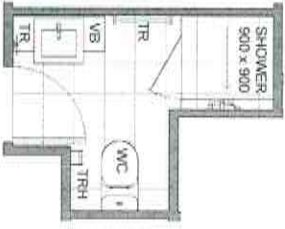
4 BATH J EASTPORT (type b)
APP 07 SCALE - 1 : 50



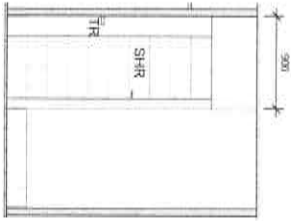
5 BATH K EASTPORT (type b)
APP 07 SCALE - 1 : 50



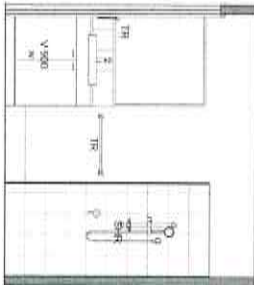
6 BATH L EASTPORT (type b)
APP 07 SCALE - 1 : 50



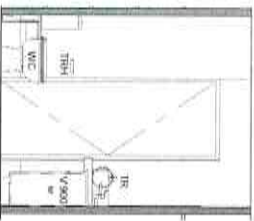
2 ENSUITE PLAN DETAIL (UNIT TYPE B)
APP 07 SCALE - 1 : 50



7 ENSUITE M EASTPORT (type b)
APP 07 SCALE - 1 : 50



8 ENSUITE N EASTPORT (type b)
APP 07 SCALE - 1 : 50



9 ENSUITE O EASTPORT (type b)
APP 07 SCALE - 1 : 50



10 ENSUITE P EASTPORT (type b)
APP 07 SCALE - 1 : 50

No.	Description	Date

Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		EASTPORT WESTPORT Triplex		WET AREA DETAILS (FIRST FLOOR TYPE B)	
Location 20-42 BOULT CRESENT, BURDELL		Unit Number BUILDING B J		Scale 1 : 50	
Client PACIFIC OUTLOOK PTY LTD		Project Number 0000		Drawn by TB	
				Date JULY 2020	
				Revision	
				APP 07	

ELECTRICAL LEGEND PER UNIT WESTPORT

LED DOWNLIGHT	28
CEILING LIGHT	1
WALL LIGHT	2
HEAT FAN / LIGHT	2
LIGHT SWITCH - 2 WAY	4
GGE DOOR SWITCH ON WALL	1
CEILING FANLIGHT	6
SINGLE POWER POINT	5
DOUBLE POWER POINT	16
WP SINGLE POWER POINT	1
OVEN POWER POINT	1
RANGE HOOD POWER POINT	1
EXHAUST FAN	1
TELEVISION OUTLET	2
CABLE TELEVISION OUTLET	2
PHONE POINT	2
SMOKE DETECTORS	6
A/C CIRCUIT	1
A/C VENT	0
ANTENNA	1
SINGLE (NBN) POWER POINT	1
ELECTRIC HOT WATER UNIT	1
AIR CONDITIONING UNIT (INTERNAL)	1
AIR CONDITIONING UNIT (EXTERNAL)	1

GENERAL NOTES:

- FLOOR LAYOUT - DIMENSIONS + HOTATION 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 SHOWINGS INDICATIVE ONLY.

SMOKE ALARM NOTE:

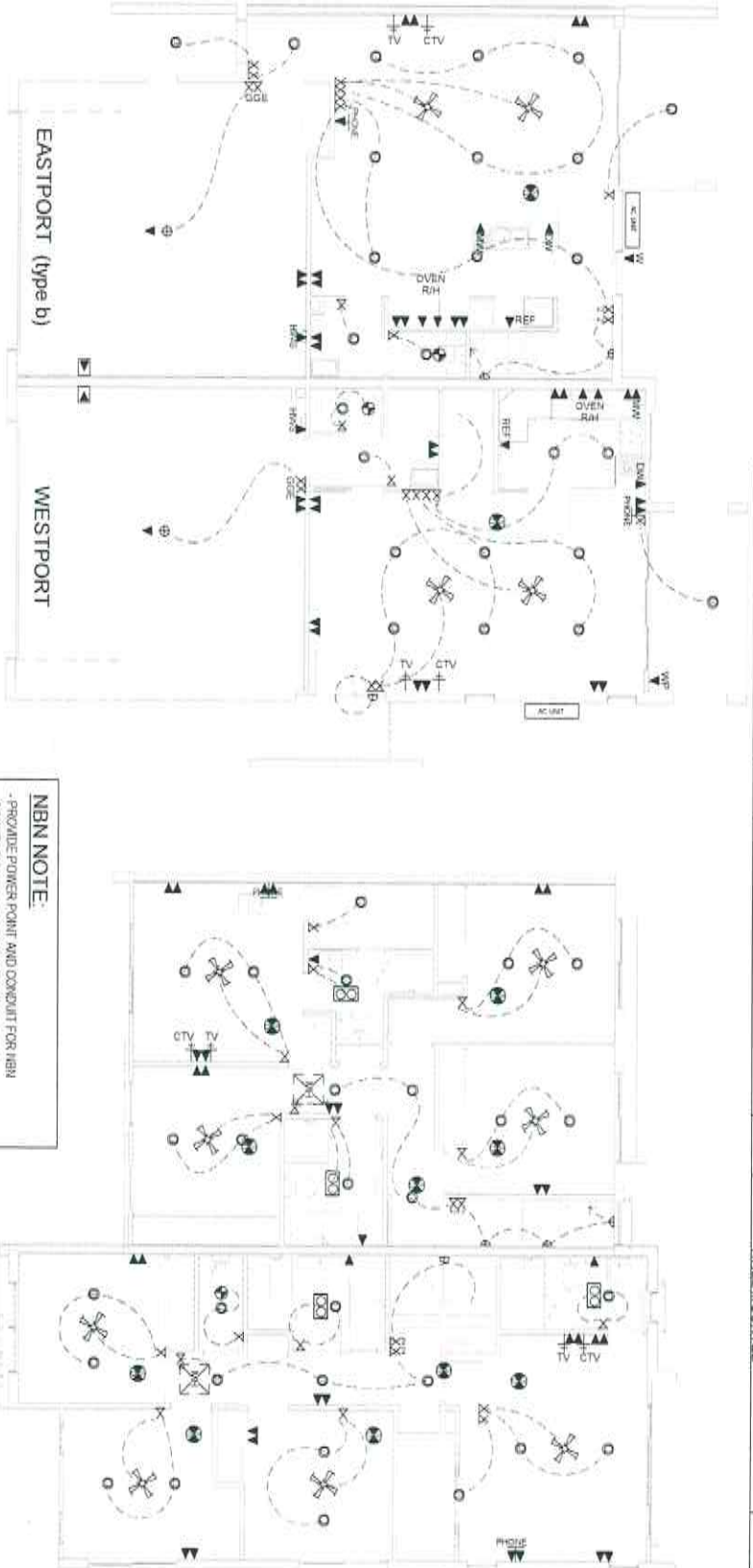
- SMOKE ALARM TO BE INSTALLED & POSITIONED IN ACCORDANCE TO MCC REQUIREMENTS & TO COMPLY WITH A.S. 1670.6 - 1997.
- Fire detection, warning, control and intercom system - System design, installation and commissioning - Smoke alarms: (ALARM 1 TO BE CONNECTED TO CONSUMERS MAIN POWER SUPPLY)

SUSTAINABILITY COMPLIANCE:

- DOUBLE X RATED SHOWER ROSES, DUAL FLUSH TOILETS & LITRE FULL FLUSH / 1/2 LITRE HALF FLUSH.
- 500MM WATER PRESSURE-LIMITING DEVICES.
- FLUORESCENT OR COMPACT FLUORESCENT LIGHTING TO MIN 40% OF DWELLING INTERIOR FLOOR SPACE.

ELECTRICAL LEGEND PER UNIT EASTPORT

LED DOWNLIGHT	28	DOUBLE POWER POINT	14	SMOKE DETECTORS	6
CEILING LIGHT	1	WP SINGLE POWER POINT	1	A/C CIRCUIT	1
WALL LIGHT	3	OVEN POWER POINT	1	A/C VENT	0
HEAT FAN / LIGHT	2	RANGE HOOD POWER POINT	1	ANTENNA	1
LIGHT SWITCH - 2 WAY	6	EXHAUST FAN	1	SINGLE (NBN) POWER POINT	1
GGE DOOR SWITCH ON WALL	1	TELEVISION OUTLET	2	ELECTRIC HOT WATER UNIT	1
CEILING FANLIGHT	6	CABLE TELEVISION OUTLET	2	AIR CONDITIONING UNIT (INTERNAL)	1
SINGLE POWER POINT	4	PHONE POINT	2	AIR CONDITIONING UNIT (EXTERNAL) WALL MOUNTED	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 SOUS AND MOIS.
- PROVIDE DATA NETWORK CABLE TO ALL UNITS.



No.	Description	Date

Project: MULTIPLE DWELLING UNITS
Location: 20-42 BOULT CRESENT, BURDELL
Client: PACIFIC OUTLOOK PTY LTD

Unit Type: EASTPORT WESTPORT Triplex
Unit Number: BUILDING B J

Sheet Name: ELECTRICAL LAYOUT
Scale: 1 : 100
Project Number: 0000
Drawing Number: APP 06

Drawn by: TB
Date: JUL Y 2020
Revision:





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

No.	Description	Date

Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		EASTPORT WESTPORT Triplex		DETAILS	
Location 20-42 BOULT CRESENT, BURDELL		Unit Number BUILDING B J		Scale 1 : 50	
Client PACIFIC OUTLOOK PTY LTD		Project Number 0000		Drawn By TB	
				Date JULY 2020	
				Revision APP 11	

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ABN 22 000 031 744

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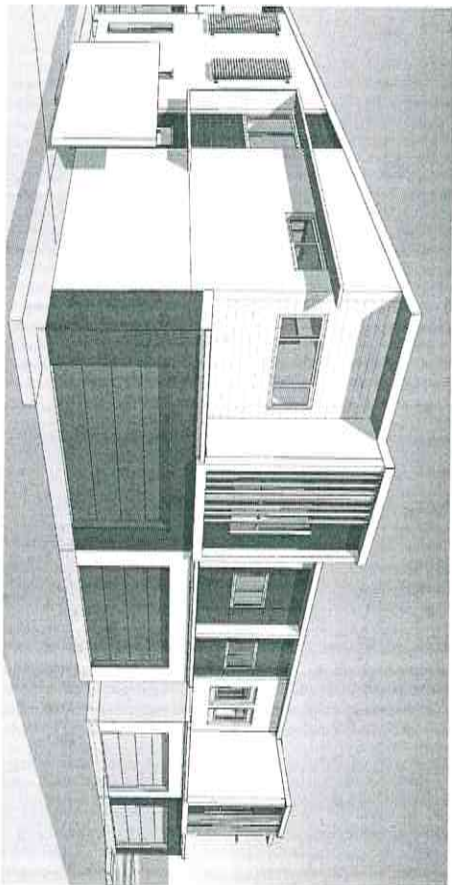
LEVEL 3, 301/50 MARINE PARADE
SOUTHPORT, GOLD COAST, QLD,
4215
PH: (07) 5528 0111 FAX: (07) 5528 0333

FLOOR AREAS

UNIT 7	
PORCH	2.3 m ²
PATIO	10.1 m ²
Exterior Area	12.4 m ²
LIVING (GF)	44.7 m ²
GARAGE	38.4 m ²
LIVING (FF)	81.1 m ²
Gross Building Area	165.2 m ²
UNIT 8	
PORCH	3.3 m ²
PATIO	6.8 m ²
Exterior Area	10.1 m ²
LIVING (GF)	49.1 m ²
GARAGE	38.7 m ²
LIVING (FF)	75.4 m ²
Gross Building Area	163.2 m ²
UNIT 9	
PORCH	3.3 m ²
PATIO	6.8 m ²
Exterior Area	10.1 m ²
GARAGE	38.7 m ²
LIVING (GF)	49.1 m ²
LIVING (FF)	75.4 m ²
Gross Building Area	163.2 m ²
UNIT 10	
PORCH	2.3 m ²
PATIO	10.1 m ²
Exterior Area	12.4 m ²
LIVING (GF)	44.7 m ²
GARAGE	39.4 m ²
LIVING (FF)	81.1 m ²
Gross Building Area	165.2 m ²
Grand total	177.6 m ² 701.8 m ²

~ MASTER DRAWINGS ~ WESTPORT EASTPORT QUAD
BUILDING C G L I E

ADDRESS 20-42 BOULT CRESENT, BURDELL
CLIENT PACIFIC OUTLOOK PTY LTD
JOB No 0000
DRAWN TB



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

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



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 P. 07 5528 0111
 F. 07 5528 0333

No.	Description	Date

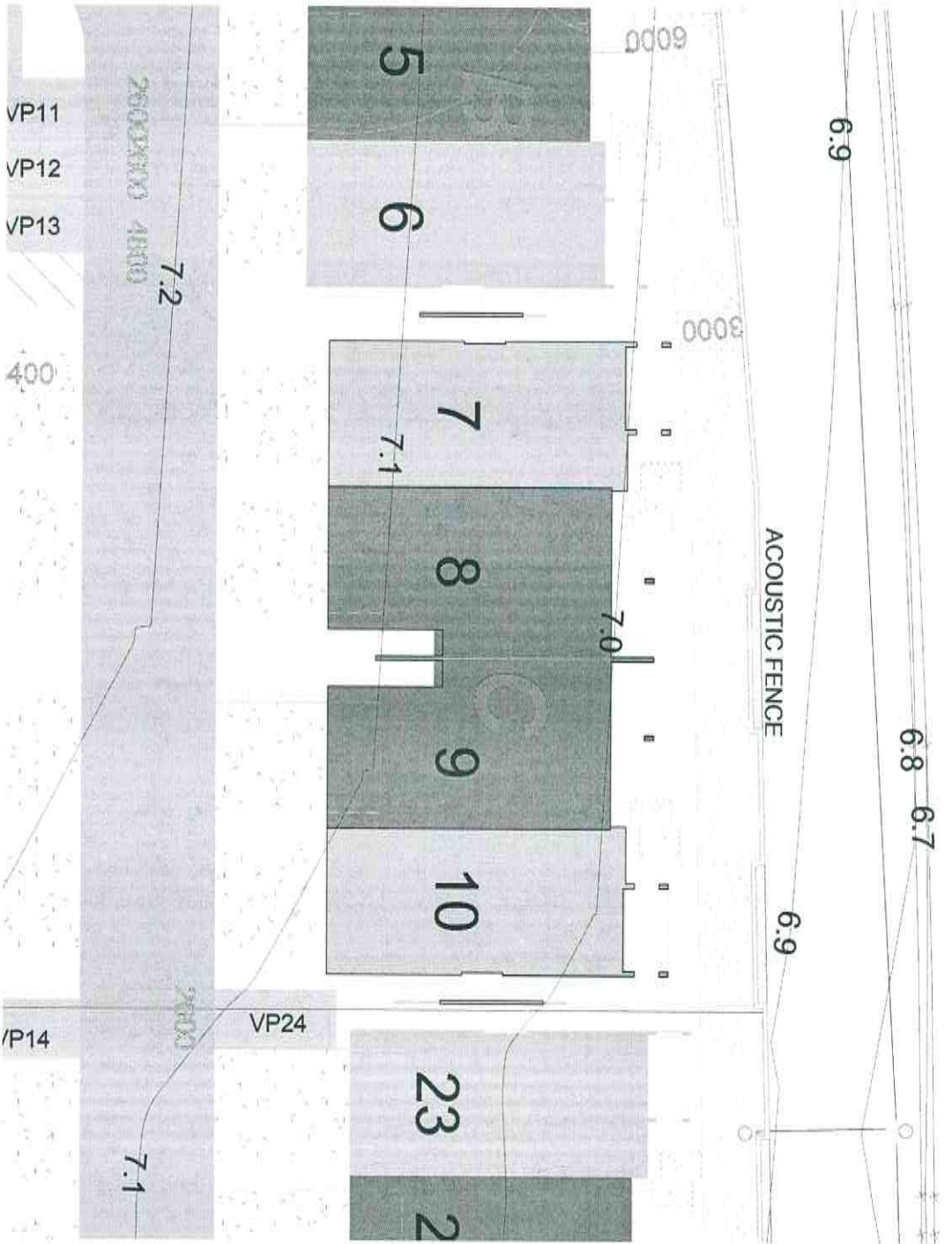
Project		Unit Type		Street Name	
MULTIPLE DWELLING UNITS		WESTPORT EASTPORT QUAD		LOCATION PLAN	
Location 20-42 BOLT CRESENT, BURDELL		Unit Number		Scale	
Client PACIFIC OUTLOOK PTY LTD		BUILDING C G L I E		1 : 750	
				Project Number	
				Drawing Number	
				Date	
				JULY 2020	
				Revision	
				01	



3. The information contained in this drawing is for general information only and is not to be used for any other purpose without the written consent of Heran Building Group Pty Ltd.



ABRN 22 010 071 744
 DESIGNERS AND BUILDERS
 OF GOVERNMENT HOMES EST. 1952
 301/59 MARINE PARADE
 SOUTHPORT Q. 4215
 P. 07 5528 0111
 F. 07 5528 0333



No.	Description	Date

Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		WESTPORT EASTPORT QUAD		SITE PLAN	
Location 20-42 BOULT CRESENT, BURDELL		Unit Number BUILDING G L L E		Scale 1 : 200	
Client PACIFIC OUTLOOK PTY LTD		Project Number 0000		Drawn by TB	
				Date JULY 2020	
				Revision 02	



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WINDOW SCHEDULE GROUND FLOOR

Mark	Type	Unit/MGP/12	Acoustic Info	Seals
01	18.06 FW	140 x 35	No	No
02	18.06 FW	140 x 35	No	No
03	18.06 AW	140 x 35	4mm FLOAT	Yes
04	18.06 AW	140 x 35	4mm FLOAT	Yes
05	12.18 SW	2240 x 35	4mm FLOAT	Yes
06	18.09 AW	140 x 35	4mm FLOAT	Yes
07	18.09 AW	140 x 35	4mm FLOAT	Yes
08	12.18 SW	2240 x 35	4mm FLOAT	Yes
09	18.06 AW	140 x 35	4mm FLOAT	Yes
10	18.06 AW	140 x 35	4mm FLOAT	Yes

DOOR SCHEDULE (EXT.) GROUND FLOOR

Mark	Type	Unit/MGP/12	Acoustic Info	Seals
01	820 ENTRY DOOR 2			No
02	21.48 PANEL LIFT	240 x 65 18C		No
03	21.48 PANEL LIFT	240 x 65 18C		No
04	820 ENTRY DOOR	140 x 35		No

DOOR SCHEDULE (EXT.) GROUND FLOOR

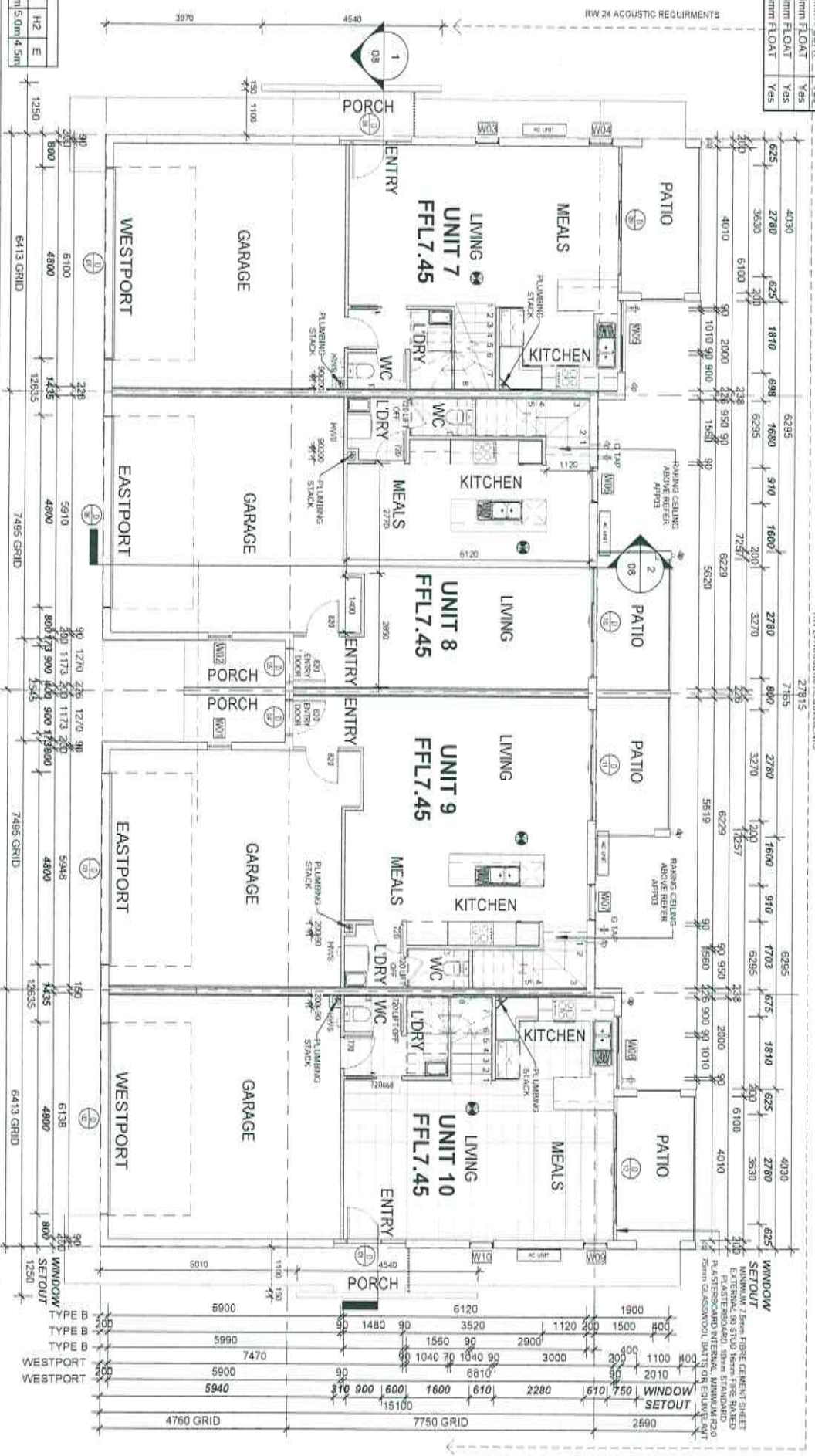
Mark	Type	Unit/MGP/12	Acoustic Info	Seals
05	820 ENTRY DOOR	140 x 35		No
06	21.48 PANEL LIFT	240 x 65 18C		No
07	21.48 PANEL LIFT	240 x 65 18C		No

DOOR SCHEDULE (EXT.) GROUND FLOOR

Mark	Type	Unit/MGP/12	Acoustic Info	Seals
08	820 ENTRY DOOR 2	140 x 35		No
09	21.27 SD	2240x35		No
10	21.27 SD	2240x35		No
11	21.27 SD	2240x35		No
12	21.27 SD	2240x35		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 JUMP NOTE

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

No.	Description	Date

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	WESTPORT EASTPORT QUAD	GROUND FLOOR PLAN

Location	Unit Number	Scale	Drawn by	Date
20-42 BOULT CRESENT, BURDELL		1:100	TB	JULY 2020

Client	Project Number	Drawing Number	Revision
PACIFIC OUTLOOK PTY LTD	0000	03	

HERAN
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 SOUTHPORT QLD 4215
 P 07 5528 0111
 F 07 5528 0333

ASN 22 010 071 744
 DESIGNERS AND SURVEYORS
 OF QUALITY WORKS EST. 1962

Project: MULTIPLE DWELLING UNITS
 Location: 20-42 BOULT CRESENT, BURDELL
 Client: PACIFIC OUTLOOK PTY LTD

Unit Type: WESTPORT EASTPORT QUAD
 Scale: 1:100
 Drawn by: TB
 Date: JULY 2020

Project Number: 0000
 Drawing Number: 03
 Revision:

WINDOW SCHEDULE FIRST FLOOR

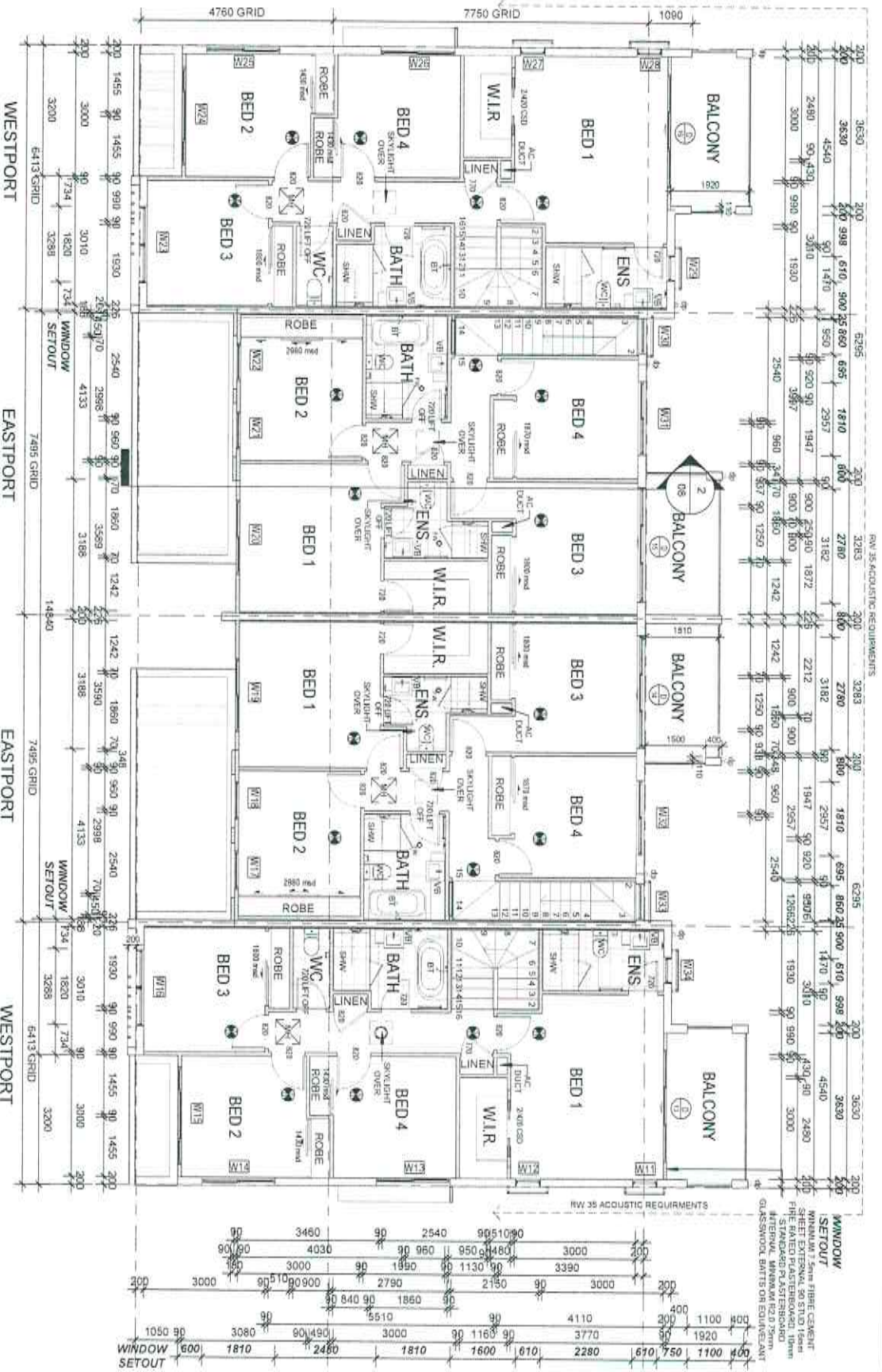
Mark	Type	Material	Acoustic Info	Seals
11	18.06 AWI	140 x 35	10.38 LAMINATED	Yes
12	18.06 AWI	140 x 35	10.38 LAMINATED	Yes
13	12.18 SWI	21240 x 35		No
14	06.18 SWI	140 x 35		No
15	09.24 SWI	21240 x 35		No
16	18.06 AWI	140 x 35		No
23	06.18 SWI	21240 x 35		No
26	12.18 SWI	21240 x 35		No
27	18.06 AWI	140 x 35	10.38 LAMINATED	Yes
28	18.06 AWI	140 x 35	10.38 LAMINATED	Yes
29	18.06 AWI	140 x 35	10.38 LAMINATED	Yes
30	15.09 FWI	140 x 35	10.38 LAMINATED	Yes
31	10.18 SWI	21240 x 35	10.38 LAMINATED	Yes
32	10.18 SWI	21240 x 35	10.38 LAMINATED	Yes
33	15.09 FWI	140 x 35	10.38 LAMINATED	Yes
34	18.06 AWI	140 x 35	10.38 LAMINATED	Yes

DOOR SCHEDULE (EXT.) FIRST FLOOR

Mark	Type	Material	Acoustic Info	Seals
13	21.27 SD	21240x35	10.38 LAMINATED	Yes
14	21.27 SD	21240x35	10.38 LAMINATED	Yes
15	21.27 SD	21240x35	10.38 LAMINATED	Yes
16	21.27 SD	21240x35	10.38 LAMINATED	Yes

GENERAL NOTE

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



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

WESTPORT

No.	Description	Date

EASTPORT

No.	Description	Date

EASTPORT QUAD

No.	Description	Date

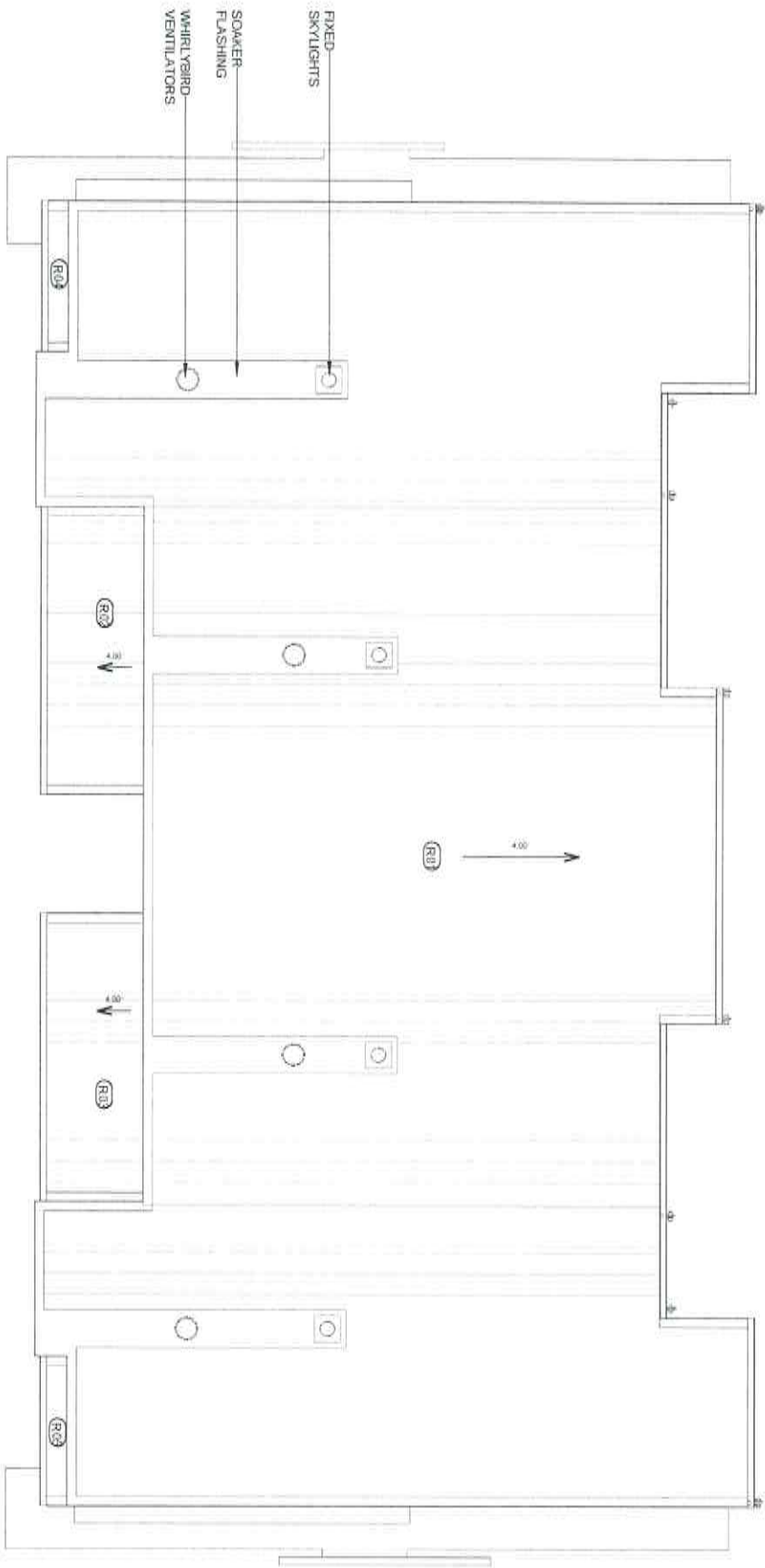
WESTPORT

No.	Description	Date

Project: **MULTIPLE DWELLING UNITS**
 Location: **20-42 BOULT CRESENT, BURDELL**
 Unit Type: **WESTPORT EASTPORT QUAD**
 Client: **PACIFIC OUTLOOK PTY LTD**
 Scale: **1 : 100**
 Project Number: **0000**
 Drawing Number: **04**
 Date: **JULY 2020**



ROOF SCHEDULE / PER BUILDING		
Mark	Type	Area
01	160mm TRIMDEK ROOF	174.68 m ²
02	160mm TRIMDEK ROOF	14.66 m ²
03	160mm TRIMDEK ROOF	14.66 m ²
04	160mm TRIMDEK ROOF	3.37 m ²
05	160mm TRIMDEK ROOF	3.37 m ²
Grand total		210.74 m ²



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 F 07 5528 0333

No.	Description	Date

Project	MULTIPLE DWELLING UNITS	Unit Type	WESTPORT EASTPORT QUAD	Sheet Name	ROOF PLAN
Location	20-42 BOULT CRESENT, BURDELL	Unit Number	BUILDING C G L I E	Scale	1 : 100
Client	PACIFIC OUTLOOK PTY LTD			Project Number	TB
				Drawing Number	JULY 2020
				Revision	05



3 Year/30 Year/60 Year/90 Year/120 Year/150 Year/180 Year/210 Year/240 Year/270 Year/300 Year/330 Year/360 Year/390 Year/420 Year/450 Year/480 Year/510 Year/540 Year/570 Year/600 Year/630 Year/660 Year/690 Year/720 Year/750 Year/780 Year/810 Year/840 Year/870 Year/900 Year/930 Year/960 Year/990 Year/1020 Year/1050 Year/1080 Year/1110 Year/1140 Year/1170 Year/1200 Year/1230 Year/1260 Year/1290 Year/1320 Year/1350 Year/1380 Year/1410 Year/1440 Year/1470 Year/1500 Year/1530 Year/1560 Year/1590 Year/1620 Year/1650 Year/1680 Year/1710 Year/1740 Year/1770 Year/1800 Year/1830 Year/1860 Year/1890 Year/1920 Year/1950 Year/1980 Year/2010 Year/2040 Year/2070 Year/2100 Year/2130 Year/2160 Year/2190 Year/2220 Year/2250 Year/2280 Year/2310 Year/2340 Year/2370 Year/2400 Year/2430 Year/2460 Year/2490 Year/2520 Year/2550 Year/2580 Year/2610 Year/2640 Year/2670 Year/2700 Year/2730 Year/2760 Year/2790 Year/2820 Year/2850 Year/2880 Year/2910 Year/2940 Year/2970 Year/3000 Year/3030 Year/3060 Year/3090 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1 FRONT ELEVATION
06 SCALE - 1 : 100

EXTERNAL FINISHES	
F01	FACE BRICKWORK (AS SELECTED)
F02	BRICKWORK WITH TEXTURE FINISH
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F05	BRICKWORK WITH RENDER FINISH (COLOUR 3)
F10	SCYON MATRIX CLADDING
F14	HARDIES LINEA BOARDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F33	ALUMINIUM BATTENS
F37	HRG BOARD

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



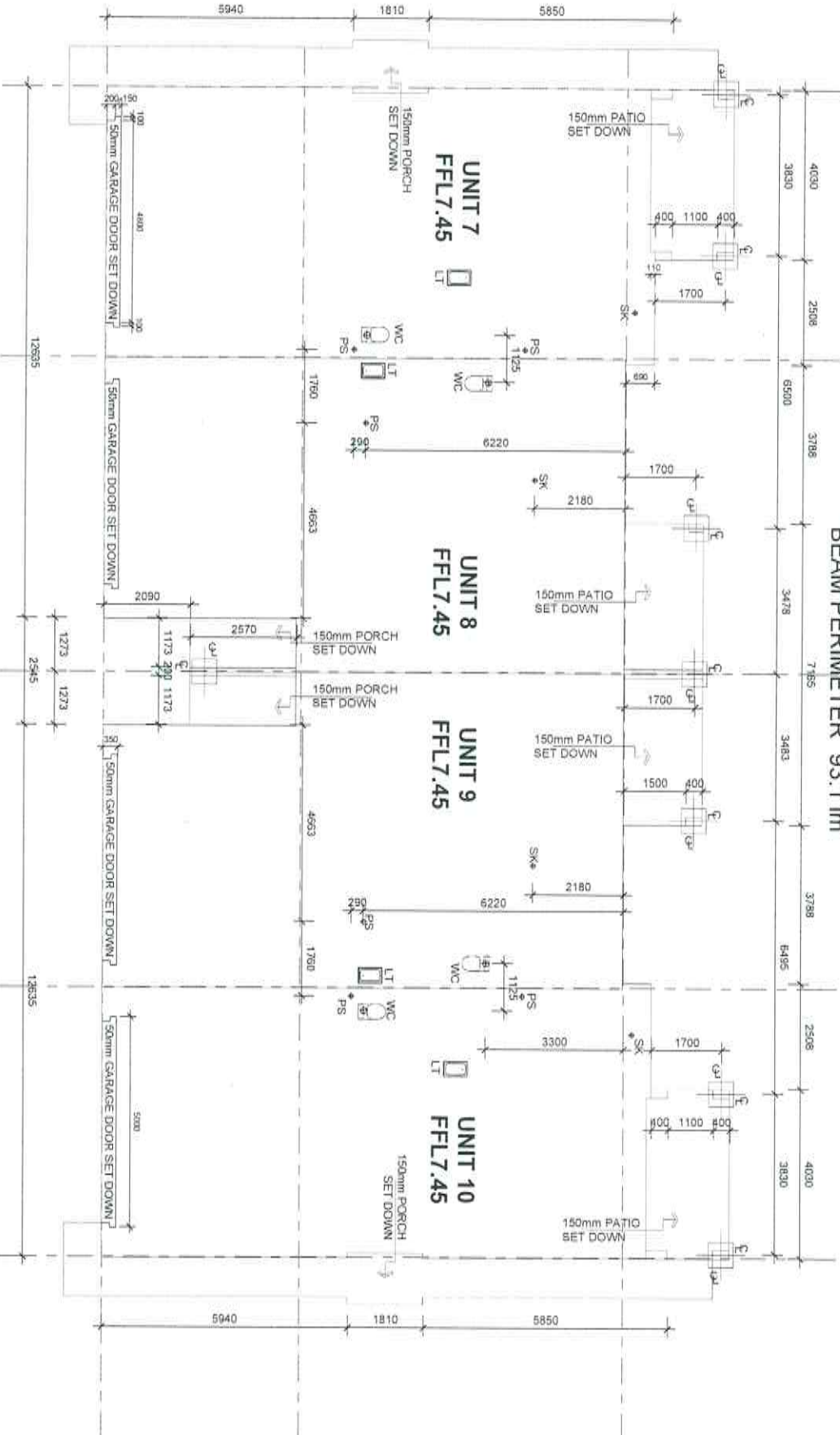
2 RIGHT ELEVATION
06 SCALE - 1 : 100



APN 22 010 071 744
DESIGNERS AND BUILDERS
OF QUALITY HOMES EST. 1982
30/150 MARINE PARADE
SCOFFORD Q. 4215
P. 07 5528 9111
F. 07 5528 0333

No.	Description	Date	Project	Use Type	Sheet Name
			MULTIPLE DWELLING UNITS	WESTPORT EASTPORT QUAD	ELEVATIONS 1
			Location: 20-42 BOLT CRESENT, BURDELL	Unit Number: BUILDING C G L I E	Scale: 1 : 100
			Client: PACIFIC OUTLOOK PTY LTD		Drawn by: TB
					Date: JULY 2020
					Project Number: 0000
					Revision: 06

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SLAB AREA 343.8 sqm
BEAM PERIMETER 93.1 lm

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

TERMITE PROTECTION
- FLASHITE TERMITE BLANKET TO UNDERSLAB &
PERIMETER
- FLASHITE COLUMNS TO ALL SLAB PENETRATIONS
AS PER AS 3691.1 - 2000

LINE LEGEND
- SLAB EDGE
- EXTERNAL SLAB EDGE

No.	Description	Date

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	WESTPORT EASTPORT QUAD	SLAB LAYOUT
Location	Unit Number	Scale
20-42 BOULT CRESENT, BURDELL	BUILDING C G L I E	1 : 100
Client	Drawn by	Date
PACIFIC OUTLOOK PTY LTD	TB	JUL Y 2020
Project Number	Drawing Number	Revision



NOTES

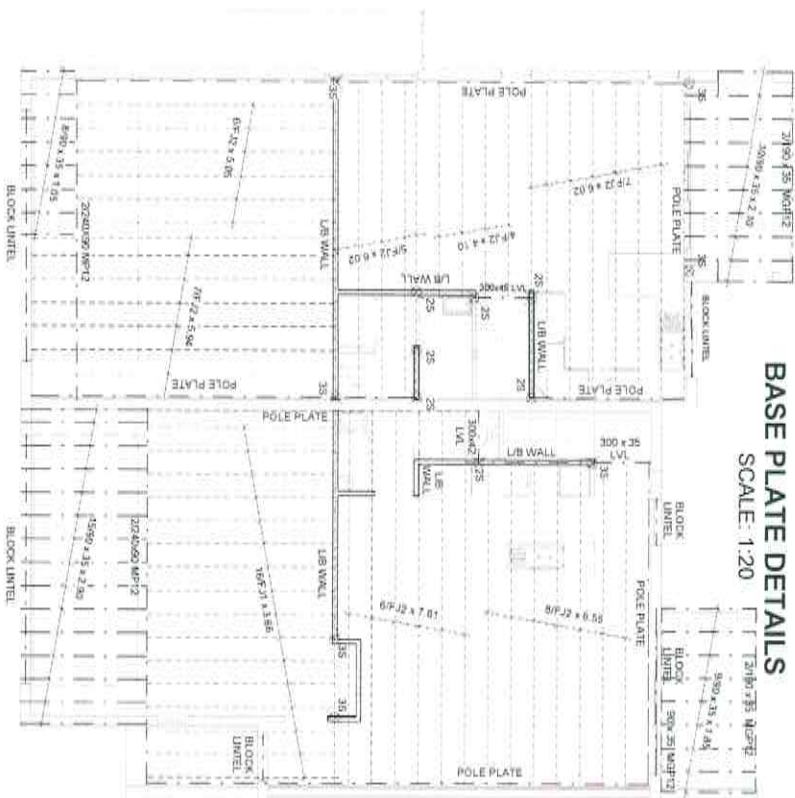
- LAYOUT IS INDICATIVE ONLY.
- FOR FINAL LAYOUT REFER TO SUPPLIERS SPECIFICATION AND ENGINEERING.
- COMPLY WITH FLOOR FRAME SUPPLIERS SPECIFICATIONS AND TO CERTIFIED BEFORE FINAL FRAME INSPECTION.
- FLOOR LAYOUT + DIMENSIONS + NOTATION EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- 19mm STRUCTURAL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

DESCRIPTION	LOAD BEARING WALL
X2S	2/70x35 MGP12 STUDS
X3S	3/70x35 MGP12 STUDS
FJ1	SJ300x40 smartjoist @ 450c/c
FJ2	SJ300x50 smartjoist @ 450c/c
FJ3	240x45 MGP10 H3 @ 450c/c
FJ4	200x45 MGP10 H3 @ 450c/c

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

BASE PLATE DETAILS

SCALE: 1:20



TYPE WESTPORT

TYPE EASTPORT

TYPE WESTPORT

TYPE EASTPORT

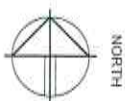
1 JOIST LAYOUT FIRST FLOOR
APP 03 SCALE: 1:100



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No.	Description	Date

Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS	WESTPORT EASTPORT QUAD	BEAM & JOIST LAYOUT			
Location 20-42 BOULT CRESENT, BURDELL	Unit Number BUILDING C G L I E	Scale 1:100	Drawn by TB	Date JULY 2020	
Client PACIFIC OUTLOOK PTY LTD		Project Number 0000	Drawing Number APP 03	Revision 	



BUILDING & DESIGN

- STANDARD SHALL BE READ IN ACCORDANCE WITH AUSTRALIAN STANDARDS - BCA - OTHERS AND BUILDING ACT 1975 - BUILDING REGULATION 2006
- STRUCTURAL 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.1842 - NON-COMBUSTIBLES

GENERAL NOTES

- FIGURE DIMENSIONS TAKE PREFERENCE TO SCALED DIMENSIONS
- INTERNAL DIMENSIONS BETWEEN WALL FRAMING DO NOT INCLUDE THE ALL-GOVANCE FOR LINING THICKNESS
- LINTELS UNDER ALL GROUND TRUSSES SHALL BE CHECKED BY TRUSS SUPPLIER
- ANGLED WALL SHALL BE @ 45° UNLESS NOTED OTHERWISE
- WIND CLASSIFICATION:
 - W.28 (M1)
 - W.29 (M2)
 - W.41 (M3)
 - W.50 (M4)

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 3.2.2 OF THE BCA, COMPLY WITH A.S. 3786
- THE ALARMS SHALL BE CONNECTED TO CONSUMERS MAINS POWER

STEEL LINTELS

STEEL SECTION	MAX. CLEAR SPAN OF LINTEL (mm)
90x90x6 CEA	3010
90x90x8 CEA	3010
100x100x6 EA	3130
100x100x8 EA	3370
150x90x8 UA	4270
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 TERRACE, THE HEIGHT OF CONTINUOUS BALUSTRADES 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 HANG LEFT 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

2/2 (M3) N/A.S. 1842 - 2010	2/2 (M3) N/A.S. 1842 - 2010
FLOOR LOAD WIDTH (LxW)	= 6000mm
FLOOR LOAD WIDTH (LxW)	= 6000mm
UPPER FLOOR LOAD WIDTH	= 4000mm
TRUSS SPACING	= 600mm
WALL HEIGHT	= 2400mm
UPPER FLOOR LOAD WIDTH	= 3600mm
FLOOR JOIST SPACING	= 450mm

SINGLE OR UPPER STORY

STUDS (EXTERIOR)	70 x 35 MCP10 @ 450c (NOT NOTCHED)	ROOF LOAD WIDTH (LxW)	= 6000mm
TOP PLATE	270 x 35 MCP12 (TRUSSES WITHIN 1.5 TIMES THE DEPTH OF THE PLATE FROM THE STUD)	FLOOR LOAD WIDTH (LxW)	= 6000mm
BOTTOM PLATE	70 x 35 MCP10 (CONTINUOUS SUPPORT)	METAL ROOF TRUSS SPACING	= 600mm
NOOSING	70 x 35 MCP10	WALL HEIGHT	= 2400mm
JAMB STUDS (INC. SECONDARY JAMB STUDS)	SIZE DMB min. 270 x 35 MCP10 370 x 35 MCP10 470 x 35 MCP10	UPPER FLOOR LOAD WIDTH	= 3600mm
MIN. NOM-LAB STUDS (PLATES THICK MCP10)	70 x 35 MCP10 @ 600c	FLOOR JOIST SPACING	= 450mm
	70 x 35 MCP10 @ 300c		

LOWER STORY OR TWO STORES

STUDS (EXTERIOR)	SHEET ROOF (AND NOTICED)	TILE ROOF (AND NOTICED)
TOP PLATE	70 x 35 MCP10 @ 450c	70 x 45 MCP12 @ 450c
BOTTOM PLATE	270 x 35 MCP12 (GUESTS WITHIN 1.5 TIMES THE DEPTH OF THE PLATE FROM THE STUD)	NOT NOTICED
NOOSING	70 x 35 MCP10 (CONTINUOUS SUPPORT)	
JAMB STUDS (INC. SECONDARY JAMB STUDS)	SIZE DMB min. 370 x 35 MCP10 470 x 35 MCP10	MAX OPENING (mm)
MIN. NOM-LAB STUDS (PLATES THICK MCP10)	70 x 35 MCP10 @ 500c	1500
	70 x 35 MCP10 @ 300c	2100
		* PROVIDE AN ADDITIONAL JAMB STUD EACH SIDE FOR LINTELS SUPPORTING CONCENTRATED LOADS EG. GROUND TRUSS
		LP TO 2700 HIGH
		LP TO 3800 HIGH

FIXING & TIE DOWN DESIGN

POSITION OF THE DOWN CONNECTION TRUSS TO TOP PLATE / BEAM	FIXING TYPE (IN ADDITION TO NOMINAL FIXINGS)	AS PER MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS
RAFTER TO TOP PLATE / BEAM	NOMINAL	2 x FRAMING ANCHORS
TOP / BOTTOM PLATE TO STUDS / LINTELS	NOMINAL	1M 12 ROD @ 1800c MAX SIDES OF OPENING & CORNERS
SIDES OF OPENING	NOMINAL	TIE ANCHORED ROD END-ON-END
TOP / BOTTOM PLATE TO SLAB	NOMINAL	1M 12 ROD @ 1800c MAX SIDES OF OPENING & CORNERS
TOP / BOTTOM PLATE TO L/S TOP PLATE	NOMINAL	1M 12 ROD @ 1800c MAX SIDES OF OPENING & CORNERS

* NOMINAL - REFER TO AS 1842, TABLE 5.4
LOWER STORY OF TWO STORY NOMINAL FIXINGS ONLY TO ALL CONNECTIONS

No.	Description	Date

Project: MULTIPLE DWELLING UNITS

Unit Type: WESTPORT EASTPORT QUAD

Sheet Name: TIEDOWN & BRACING INFO

Location: 20-42 BOULT CRESENT, BURDELL

Unit Number: BUILDING C G L E

Scale: Drawn by: JULY 2020



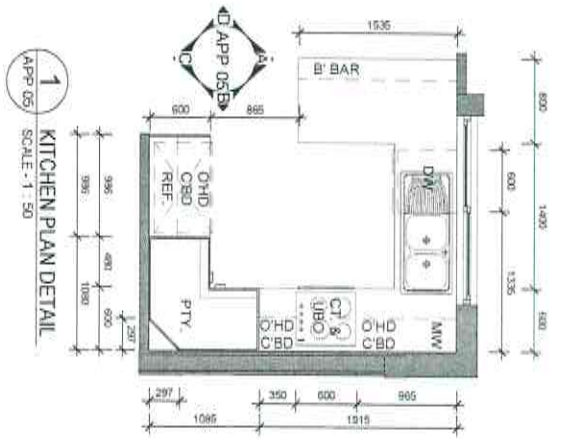
Client: PACIFIC OUTLOOK PTY LTD

Project Number: Drawing Number: Revision: APP 04

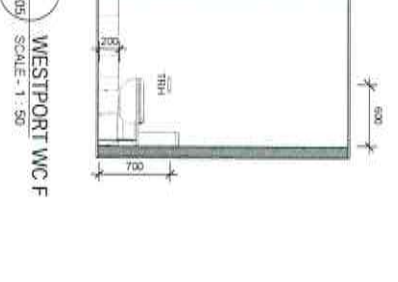
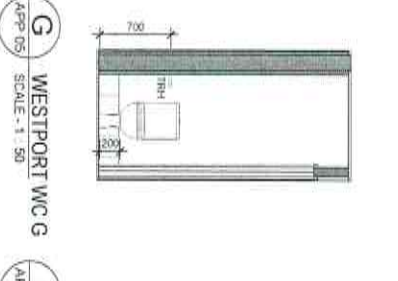
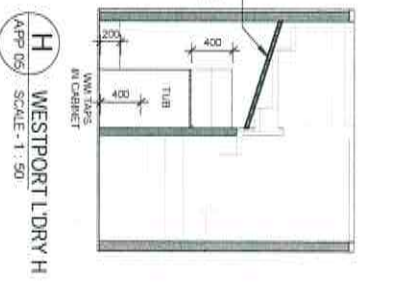
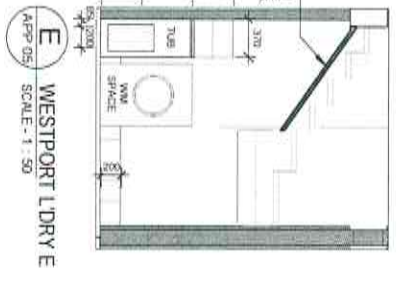
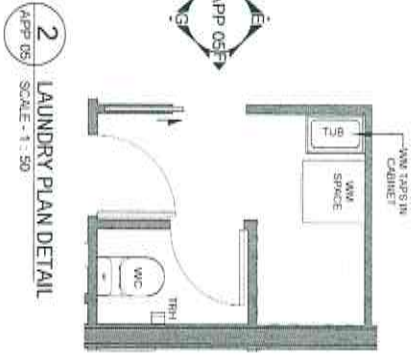
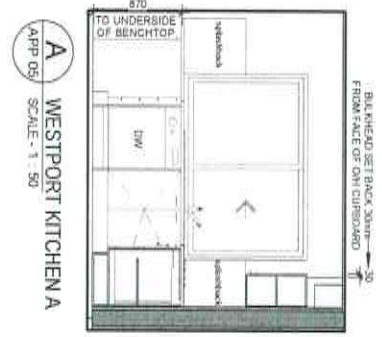
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No.	Description	Date

Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		WESTPORT EASTPORT QUAD		WET AREA DETAILS WESTPORT (GF)	
Location 20-42 BOULT CRESENT, BURDELL		Unit Number BUILDING C G L I E		Scale 1 : 50	
Client PACIFIC OUTLOOK PTY LTD		Drawn by TB		Date JULY 2020	
		Project Number 0000		Revision APP 05	



RANGEHOOD NOTE:
 - RANGEHOOD DUCTED TO EXTERNAL WALL

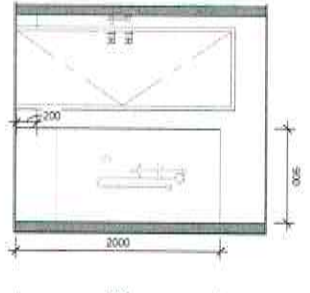




1 BATH PLAN DETAIL (UNIT TYPE B)
APP 07 SCALE - 1 : 50



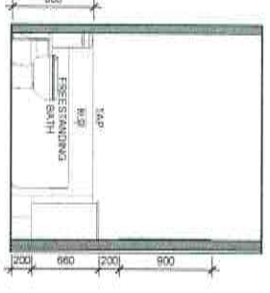
I EASTPORT (Type b) BATH I
APP 07 SCALE - 1 : 50



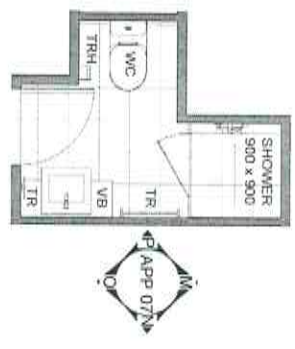
J EASTPORT (Type b) BATH J
APP 07 SCALE - 1 : 50



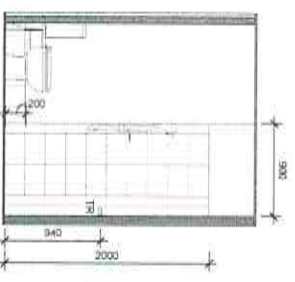
K EASTPORT (Type b) BATH K
APP 07 SCALE - 1 : 50



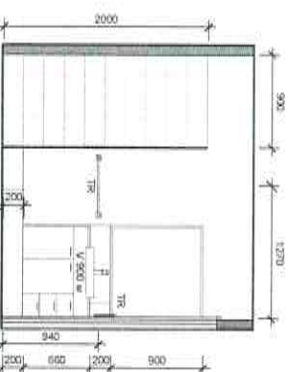
L EASTPORT (Type b) BATH L
APP 07 SCALE - 1 : 50



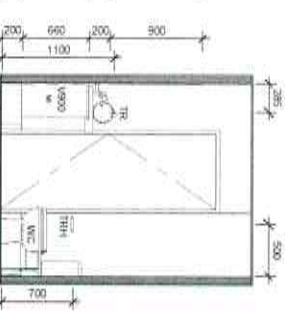
2 ENSUITE PLAN DETAIL (UNIT TYPE B)
APP 07 SCALE - 1 : 50



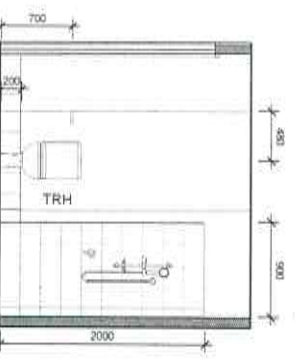
M EASTPORT (Type b) Ensuite M
APP 07 SCALE - 1 : 50



N EASTPORT (Type b) Ensuite N
APP 07 SCALE - 1 : 50



O EASTPORT (Type b) Ensuite O
APP 07 SCALE - 1 : 50



P EASTPORT (Type b) Ensuite P
APP 07 SCALE - 1 : 50

No.	Description	Date

Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		WESTPORT EASTPORT QUAD		WET AREA DETAILS EASTPORT (FF TYPE B)	
Location 20-42 BOULT CRESENT, BURDELL		Unit Number BUILDING C G L I E		Scale 1 : 50	
Client PACIFIC OUTLOOK PTY LTD		Drawn by TB		Date JUL Y 2020	
		Project Number 0000		Drawing Number APP 07	
				Revision	

Electronic Approval: This drawing is approved for construction under the provisions of the Building Act 1975 and the Building Regulation 2006.

ELECTRICAL LEGEND PER UNIT WESTPORT

○	LED DOWNLIGHT	26
⊕	CEILING LIGHT	1
⊖	WALL LIGHT	2
☒	HEAT FAN / LIGHT	2
ⓧ	LIGHT SWITCH - 2 WAY	4
ⓧ	GGE DOOR SWITCH ON WALL	1
ⓧ	CEILING FAN/LIGHT	6
▼	SINGLE POWER POINT	5
▼▼	DOUBLE POWER POINT	16
▼P	WP SINGLE POWER POINT	1
○H	OVEN POWER POINT	1
ⓧH	RANGE HOOD POWER POINT	1
⊕	EXHAUST FAN	1
ⓧTV	TELEVISION OUTLET	2
ⓧTV	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
HWS	ELECTRIC HOT WATER UNIT	1
ⓧ	AIR CONDITIONING UNIT (INTERNAL)	1
ⓧ	AIR CONDITIONING UNIT (EXTERNAL)	1

GENERAL NOTES:

- FLOOR LAYOUT + DIMENSIONS + NOTATION EQUIVALENT TO APPROXIMATE 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 SHOWING INDICATIVE ONLY.

SMOKE ALARM NOTE:

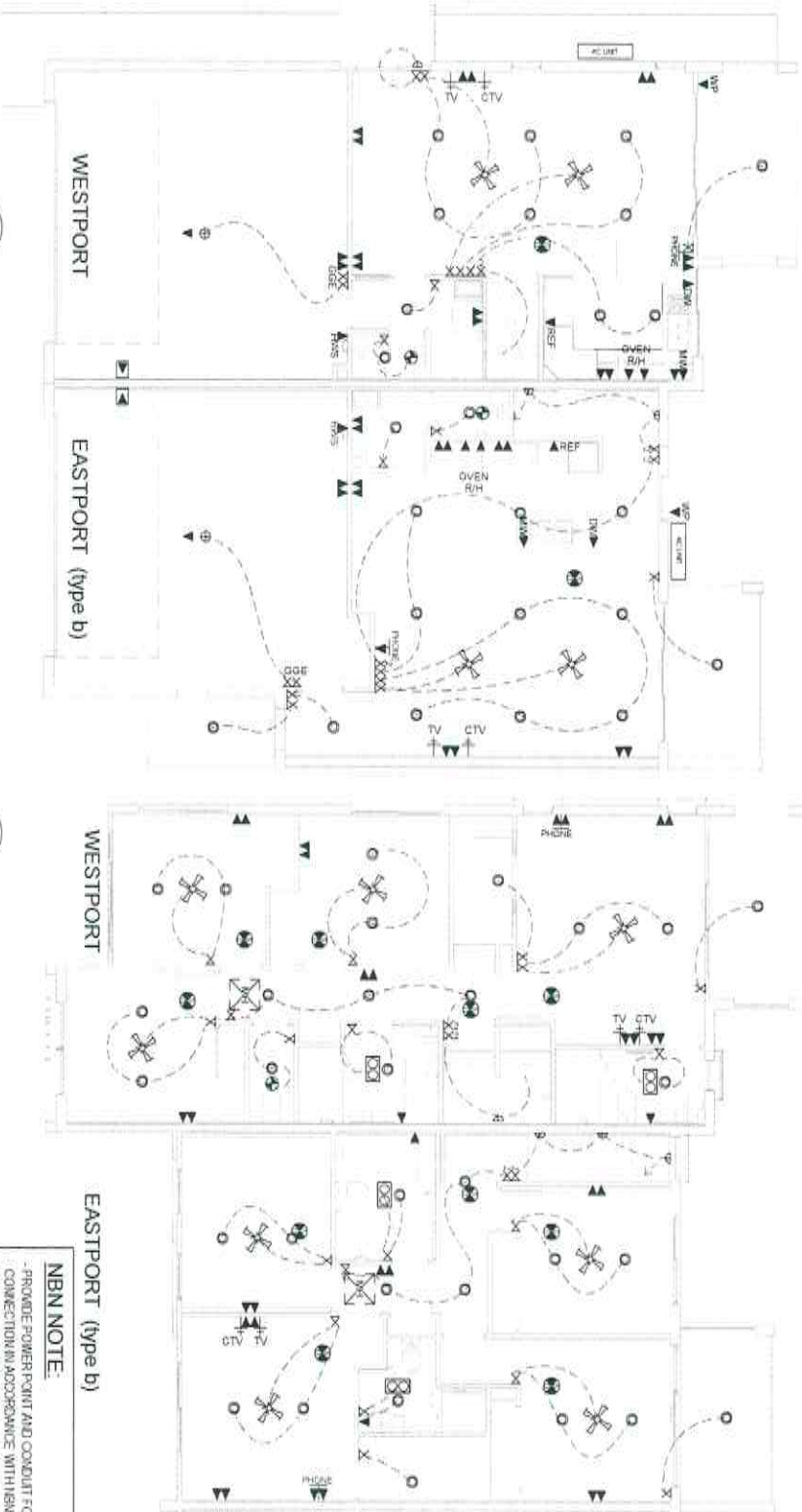
- SMOKE ALARM TO BE INSTALLED & POSITIONED IN ACCORDANCE TO MCC REQUIREMENTS & TO COMPLY WITH A.S. 1671.5 - 1997. Fire detection, warning, control and relevant systems. - System design, installation and commissioning. - Smoke alarm. (ALARM TO BE CONNECTED TO CONSUMERS MAIN POWER SUPPLY)

SUSTAINABILITY COMPLIANCE:

- DOUBLE & RATED SHOWER ROSES, DUAL FLUSH TOILETS & LITER FULL FLUSH / 3 LITRE HALF FLUSH.
- 500pa WATER PRESSURE LIMITING DEVICES.
- FLOURESCENT OR COMPACT FLOURESCENT 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	▼P	WP SINGLE POWER POINT	1	ⓧ	A/C CIRCUIT	1
⊖	WALL LIGHT	3	○H	OVEN POWER POINT	1	ⓧ	A/C VENT	0
☒	HEAT FAN / LIGHT	2	ⓧH	RANGE HOOD POWER POINT	1	ⓧ	ANTENNA	1
ⓧ	LIGHT SWITCH - 2 WAY	6	⊕	EXHAUST FAN	1	▼	SINGLE (NBN) POWER POINT	1
ⓧ	GGE DOOR SWITCH ON WALL	1	ⓧTV	TELEVISION OUTLET	2	HWS	ELECTRIC HOT WATER UNIT	1
ⓧ	CEILING FAN/LIGHT	6	ⓧTV	CABLE TELEVISION OUTLET	2	ⓧ	AIR CONDITIONING UNIT (INTERNAL)	1
▼	SINGLE POWER POINT	4	PHONE	PHONE POINT	2	ⓧ	AIR CONDITIONING UNIT (EXTERNAL)	1



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

2 FIRST FLOOR ELECTRICAL PLAN
APP 09 | SCALE - 1 : 100

NBN NOTE:

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

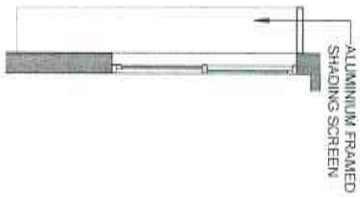


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E 07 5528 0333

No.	Description	Date

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	WESTPORT EASTPORT QUAD	ELECTRICAL LAYOUT
Location 20-42 BOULT CRESENT, BURDELL	Unit Number	Scale
Client PACIFIC OUTLOOK PTY LTD	BUILDING CGLIE	1 : 100
		Drawn by TB
		Date JULY 2020
		Project Number 0000
		Drawing Number APP 08
		Revisor





2 SHADING SCREEN PLAN DETAIL
 App 11 SCALE - 1 : 50

No.	Description	Date

Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		WESTPORT EASTPORT QUAD		DETAILS	
Location	Unit Number	Scale	Drawn by	Date	
20-42 BOULT CRESENT, BURDELL	BUILDING C G L I E	1 : 50	TB	JUL Y 2020	
Client	Project Number		Drawing Number	Revision	
PACIFIC OUTLOOK PTY LTD	0000		APP-11		

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