

Disclosure Statement

Ardan Ascot Community Titles Scheme

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DISCLOSURE STATEMENT
SECTION 213 *BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997*

SELLER: Huon Ascot Pty Ltd ACN 613 197 943 as trustee for the Huon Buxton Street Ascot Development Trust

BUYER:

PROPOSED LOT means Proposed Lot Number _____ shown identified in the Disclosure Plan in Annexure "A"

SCHEME means The proposed Ardan Ascot Community Titles Scheme

STATEMENT

1. Contribution and Interest Schedule Lot Entitlements

The Body Corporate levies are based upon the contribution and interest schedule lot entitlements for the Scheme.

1.1 Contribution Schedule Lot Entitlements

The administration fund levies and sinking fund levies for the Proposed Lot are based upon the proportion of the annual administration fund and sinking fund budgets that the contribution schedule lot entitlement for the Proposed Lot bears to the total of contribution schedule lot entitlements for the Scheme.

1.2 Interest Schedule Lot Entitlements

The insurance levies for the Proposed Lot are based upon the proportion of the annual insurance budget that the interest schedule lot entitlement for the Proposed Lot bears to the total of contribution schedule lot entitlements for the Scheme.

1.3 Statement Concerning Lot Entitlements

The contribution schedule lot entitlements and the interest schedule lot entitlements for the lots included in the Scheme are set out in the proposed First Community Management Statement for the Scheme.

2. Body Corporate Levies

The amount of Annual contributions reasonably expected to be payable to the Body Corporate of the Scheme (**Body Corporate**) by the owner of the Proposed Lot are as follows:

2.1 Administration Fund

The administration fund levy for the Proposed Lot for the first 12 months of the Scheme is estimated to be the amount set out in the Administration Fund column in Annexure "B" of the Disclosure Statement (**Schedule of Contributions**) which corresponds with the Proposed Lot number.

2.2 Sinking Fund

The sinking fund levy for the proposed Lot for the first 12 months of the Scheme is estimated to be the amount set out in the Sinking Fund column in the Schedule of Contributions in Annexure "B" of the Disclosure Statement which corresponds with the Proposed Lot number.

3. Proposed Engagements

Details of any proposed engagement of a person as a Body Corporate manager or service contractor for the Scheme are as follows:

3.1 Body Corporate Manager

- (a) The Seller proposes to cause the Body Corporate to engage a Body Corporate Manager, being Stewart Silver King and Burns. The terms of the engagement will generally be on terms similar to those set out in the Body Corporate Administration Agreement in Annexure "D" in this Disclosure Statement (**Proposed Administration Agreement**).
- (b) The estimated cost of the engagement of the Body Corporate Manager to the Body Corporate for the first 12 months of the Scheme will be \$3,850.00 (inclusive of GST) per annum to be increased according to the terms of the Proposed Administration Agreement.
- (c) The proportion of the total cost in Item 3.1(b) above to be borne by the owner of the Proposed Lot will be the proportion calculated by dividing the proposed contribution scheme lot entitlement of the Proposed Lot by the total contribution schedule lot entitlement of the Scheme.

3.2 Caretaker and/or Letting Agent

It is not proposed that any onsite caretaker and/or letting agent will be engaged by the Body Corporate.

4. Other Service Contractor Engagements

- 4.1 The Seller as the Original Owner of the Scheme may cause the Body Corporate to enter into engagements with service contractors in respect of service infrastructure and services supply including, without limitation a utilities supplier/utilities manager to provide/manage utility services (such as water, gas, electricity and communications) to the Body Corporate and service contractors to perform services including (without limitation) lift maintenance, air conditioning maintenance, landscaping, cleaning, fire control, security and general caretaking / repairs and maintenance.

- 4.2 At the date of this Statement specific contractors have not been engaged and the terms of engagements of any service contractor engagements, including the estimated cost of the engagement, have not been agreed or determined.
- 4.3 The estimated costs of any such service contractor engagements are set out in Annexure "C" in this Disclosure Statement.
- 4.4 The proportion of the annual cost of the engagement of service contractors to perform these services to be borne by the owner of the Proposed Lot is the proportion calculated by dividing the contribution schedule lot entitlement of the proposed Lot by the total contribution schedule lot entitlement of the Scheme.

5. **Body Corporate Assets Proposed to be Acquired After Establishment of the Scheme**

Nil.

6. **First Community Management Statement**

The proposed First Community Management Statement for the Scheme is in Annexure "E" to this Disclosure Statement. It is not proposed that the Scheme will be a layered scheme or part of a staged development.

7. **Regulation Module**

The Standard Module shall apply to the Scheme as indicated on the proposed First Community Management Statement.

8. **Other Matters**

There are no other matters prescribed under the Standard Module to be included in this Statement.

9. **Proxy and Power of Attorney**

9.1 The Buyer acknowledges it is giving a proxy and power of attorney to the Seller in accordance with clause 16 of the Contract.

9.2 The Seller draws the Buyer's attention to the disclosure statement provided in Annexure "F".

10. **Sunset Date**

The Sunset Date under the Contract is the date that is 5 ½ years from the date the Contract is made. If settlement has not occurred by the Sunset Date, the Buyer may terminate the Contract and all monies paid by way of Deposit (including any interest accrued on the investment of the Deposit) must be refunded to the Buyer.

SIGNED BY THE SELLER:

**STATEMENT GIVEN BY THE
SELLER ON:**

/ /

SIGNED BY BUYER:

DATE SIGNED BY THE BUYER:

/ /

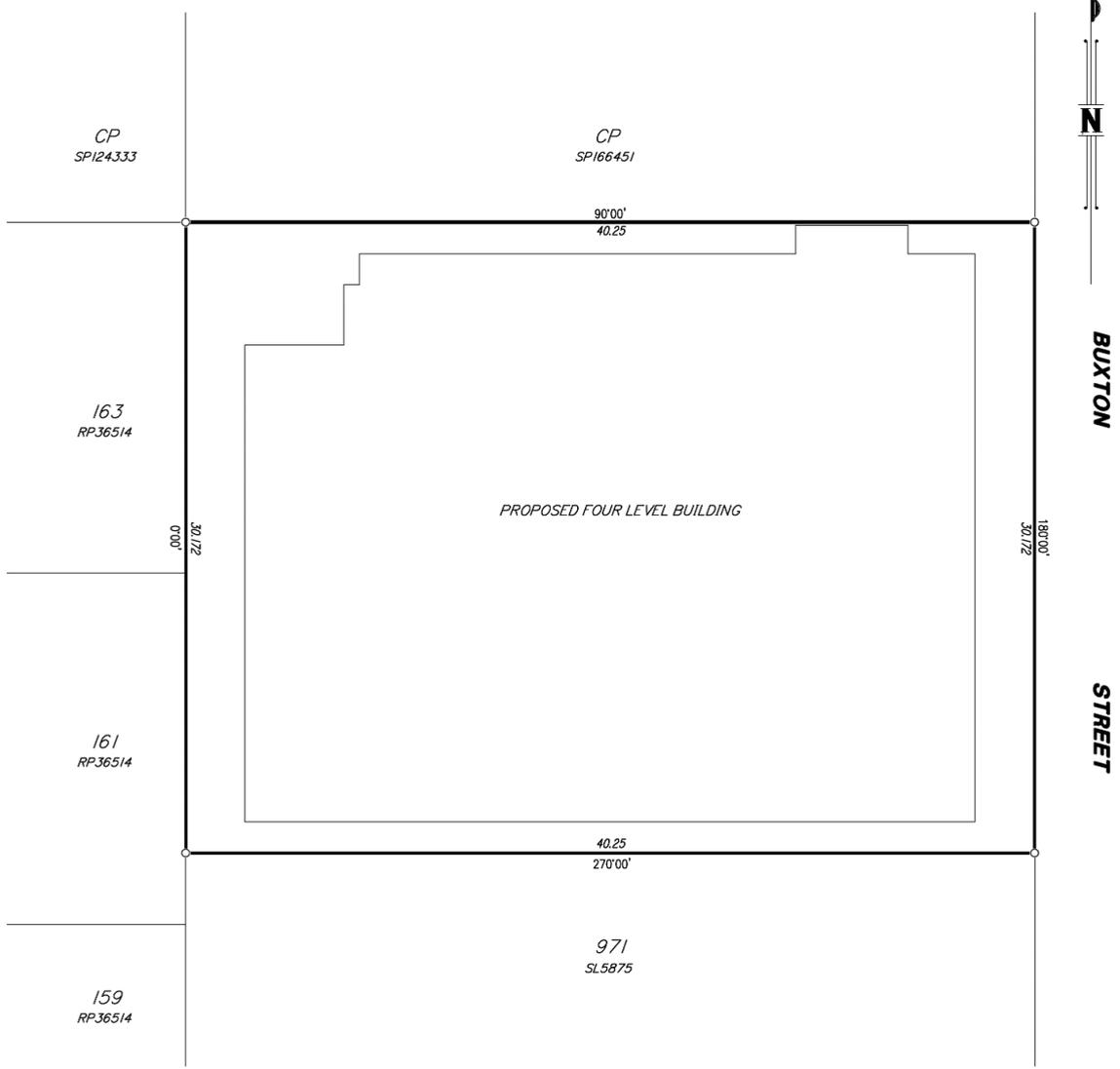
SIGNED BY BUYER:

DATE SIGNED BY THE BUYER:

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Annexure "A"
Disclosure Plan

PROPOSAL PLAN ONLY



BUXTON STREET

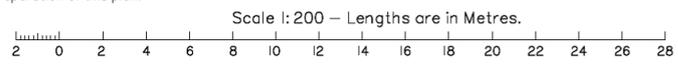
IMPORTANT NOTE:
 This draft plan was prepared for the purpose of facilitating the preparation of option to purchase contracts for the proposed lots and is not to be used or relied upon for any other purpose.

This plan was prepared from architectural/design plans only. The proposed development has not yet been constructed and SITE SURVEYS P/L accept no responsibility for any amendments to building/unit location, area or shape that may occur during construction.

All areas, dimensions, shapes, levels, e.t.c. are subject to survey of the completed construction and registration of plans in the Department of Natural Resources & Mines.

Note: Easement/s not shown on these proposed plans may be required on final plans to encumber part of common property for the purpose of access and maintenance of possible new services. Final design of services had not been completed at time of preparation of this plan.

PROPOSED BASE PARCEL AREA
1214 m²

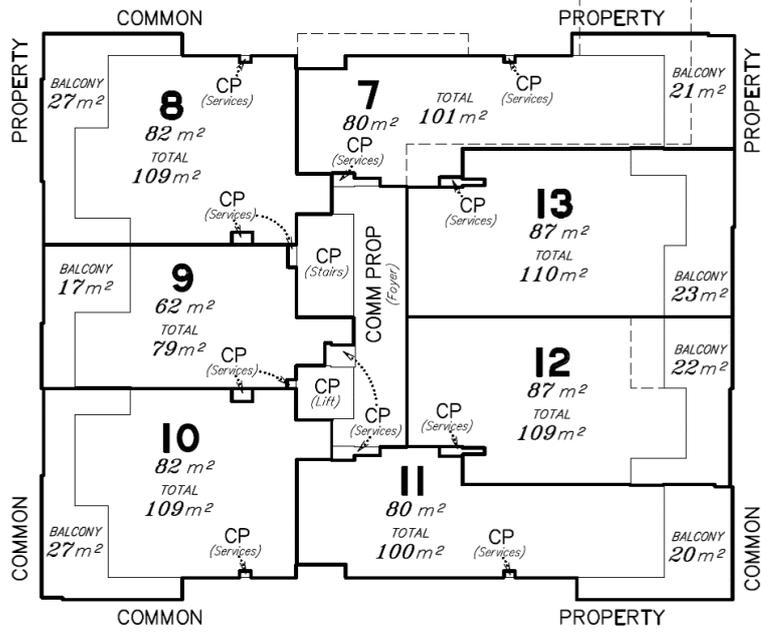


<p>Plan of Proposed Lots 1–20 & Common Property.</p> <p><i>Cancelling Lots 1 & 2 on RP69647.</i></p> <p>Local GOVERNMENT: BRISBANE CITY Locality: <i>Ascot</i></p>	Scale: 1:200
	Format: BUILDING
	<p>PROPOSED SP290760</p> <p>Rev B</p>

PROPOSAL PLAN ONLY

LEVEL C

SCALE 1:200

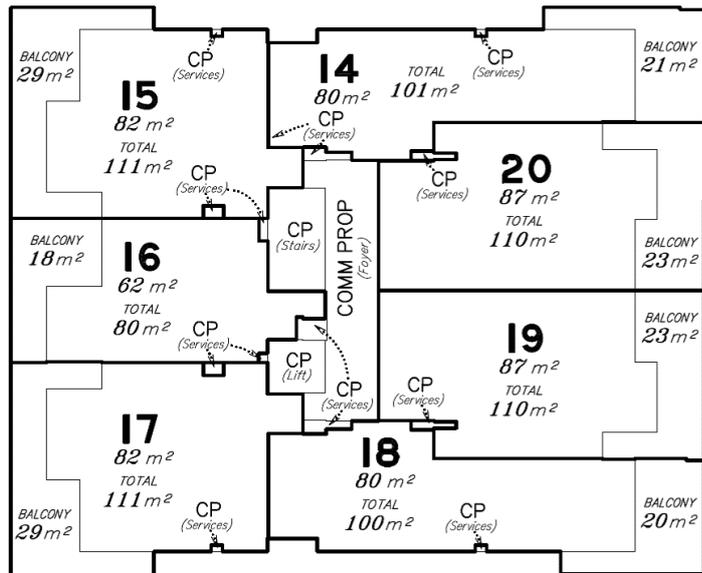


Denotes Level Below



LEVEL D

SCALE 1:200



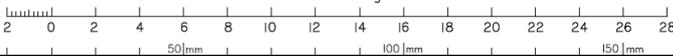
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All areas, dimensions, shapes, levels, e.t.c. are subject to survey of the completed construction and registration of plans in the Department of Natural Resources & Mines.

Scale 1:200 – Lengths are in Metres.



PROPOSED SP290760
Rev B

Annexure "B"
Schedule of Contributions

26-30 Buxton Street

Huon Developments Pty Ltd

Schedule of Proposed Contributions

Total Number of Lots	20
Total Contribution Schedule Lot Entitlement:	9,999
Total Interest Schedule Lot Entitlement:	10,001
Administration fund (without insurance reimbursement (building)) per contribution schedule lot entitlement	\$ 3.91
Sinking fund per contribution schedule lot entitlement	\$ 1.38
Insurance Provision (Building) per interest schedule lot entitlement	\$ 0.44

BODY CORPORATE LEVY INFORMATION								
			A	B	C	(A + B + C)	Included in A	
Lot Number	Contribution Schedule Lot Entitlements "CSLE"	Interest Schedule Lot Entitlements "ISLE"	Administration Fund Inc GST by CSLE	Sinking Fund Inc GST by CSLE	Insurance Provision (Building) Inc GST by ISLE	Total Annual Contribution Inc GST	Body Corporate Manager Inc GST by CSLE	Total Weekly Contribution Inc GST
1	554	599	\$2,166.74	\$761.83	\$263.53	\$3,192.10	\$213.31	\$61.39
2	542	566	\$2,119.81	\$745.32	\$249.02	\$3,114.15	\$208.69	\$59.89
3	452	399	\$1,767.81	\$621.56	\$175.54	\$2,564.92	\$174.04	\$49.33
4	551	566	\$2,155.01	\$757.70	\$249.02	\$3,161.73	\$212.16	\$60.80
5	483	491	\$1,889.06	\$664.19	\$216.02	\$2,769.27	\$185.97	\$53.26
6	521	524	\$2,037.68	\$716.45	\$230.54	\$2,984.66	\$200.61	\$57.40
7	487	478	\$1,904.70	\$669.69	\$210.30	\$2,784.69	\$187.51	\$53.55
8	506	507	\$1,979.01	\$695.82	\$223.06	\$2,897.89	\$194.83	\$55.73
9	430	383	\$1,681.77	\$591.31	\$168.50	\$2,441.58	\$165.57	\$46.95
10	508	516	\$1,986.83	\$698.57	\$227.02	\$2,912.42	\$195.60	\$56.01
11	487	483	\$1,904.70	\$669.69	\$212.50	\$2,786.89	\$187.51	\$53.59
12	508	516	\$1,986.83	\$698.57	\$227.02	\$2,912.42	\$195.60	\$56.01
13	510	516	\$1,994.66	\$701.32	\$227.02	\$2,922.99	\$196.37	\$56.21
14	489	487	\$1,912.52	\$672.44	\$214.26	\$2,799.22	\$188.28	\$53.83
15	511	516	\$1,998.57	\$702.70	\$227.02	\$2,928.28	\$196.75	\$56.31
16	434	391	\$1,697.41	\$596.81	\$172.02	\$2,466.25	\$167.11	\$47.43
17	513	524	\$2,006.39	\$705.45	\$230.54	\$2,942.37	\$197.52	\$56.58
18	489	491	\$1,912.52	\$672.44	\$216.02	\$2,800.98	\$188.28	\$53.87
19	512	524	\$2,002.48	\$704.07	\$230.54	\$2,937.09	\$197.14	\$56.48
20	512	524	\$2,002.48	\$704.07	\$230.54	\$2,937.09	\$197.14	\$56.48
20	9,999	10,001	\$39,107.00	\$13,750.00	\$4,400.00	\$57,257.00	\$3,850.00	

Annexure "C"
Body Corporate Budget



26-30 Buxton Street

Huon Developments Pty Ltd

PROPOSED 12 MONTH BUDGET

Number of Lots:	20
Total Contribution Schedule Lot Entitlement:	9,999
Total Interest Schedule Lot Entitlement:	10,001
Administration Fund Contribution Per Contribution Schedule Lot Entitlement:	\$3.91
Sinking Fund Contribution Per Contributions Schedule Lot Entitlement:	\$1.38
Insurance Provision (Building) per Interest Schedule Lot Entitlement:	\$0.44

ADMINISTRATIVE FUND	AMOUNT	PER LOT	DESCRIPTION
Audit Fees	\$0.00		No audit in first year
Bank Fees	\$165.00		Transaction fees for levies, EFT
Cleaning - Contract	\$10,530.00		\$45/hr, 3 visits per week, 1.5 hours per visit
Cleaning Materials	\$990.00		Including petrol and oil for equipment and garbage tug
Electricity	\$3,300.00		Common property
Fee & Permits	\$550.00		Lift Registration, Backflow Testing
Fire Control	\$2,200.00		Servicing of fire systems 3 monthly inspection
Insurance - PL & DO	\$1,540.00		\$10M P&L, & \$1M Directors/Office Bearers
Lift Agreement	\$8,250.00		Comprehensive Maintenance Agreement 1 lift
Lift Agreement - Warranty	(\$6,875.00)		10 Month Warranty Period
Maxsoft Licensing Fee	\$297.00	\$14.85	Software licence fee
Pest Control	\$440.00		Common property only
Printing Postage & Stationery	\$1,210.00	\$60.50	
Printing Postage & Stationery - FFS	\$110.00		
R & M Common Property	\$825.00		Repairs such as touch up painting etc
R & M Electrical	\$550.00		Replacement of light bulbs, repairs and maintenance etc
R & M Gardens & Grounds	\$825.00		
R & M Plumbing	\$825.00		Repairs / adjustments
R & M Lifts	\$550.00		Repairs from move ins, up keep of curtains, non contract repairs
Rubbish removal	\$55.00		Assumption Council Collection as rates, excess tip fees
Secretarial Fees	\$2,640.00	\$132.00	Agreed services as per agreement
Secretarial Fees - FFS	\$220.00		Fee for Additional services
Set up Fees	\$550.00		Establishment of electronic records, year 1 only
Security	\$440.00		Fobs & keys only
Sundry Expenses	\$110.00		
Tax Return Fee	\$385.00		Annual tax return
Telephone - Lift Lines	\$1,100.00		Lift Line and Fire Line
Waste Removal - Garbage Tug	\$5,500.00		Equipment to move garbage skips in/out for waste collection
Water Rates	\$1,100.00		Gold Coast Properties
Workers Compensation	\$340.00		
Workplace Health & Safety Report	\$385.00		Annual report covering common property
ADMIN FUND	AMOUNT		
TOTAL OF ADMIN FUND (INC GST)	\$39,107.00		
INSURANCE PROVISION	AMOUNT		
TOTAL OF INSURANCE PROVISION (INC GST)	\$4,400.00		Quote from IAGB Insurance
SINKING FUND	AMOUNT		
SINKING FUND (INCL GST)	\$13,750.00		Report by Star BMS
GRAND TOTAL	AMOUNT		
TOTAL (INCL GST)	\$57,257.00		

Annexure "D"
Body Corporate Management Agreement

SSKB Administration Agreement

BETWEEN

Stewart Silver King and Burns (Brisbane) Pty Ltd ABN 49 078 545 329 (SSKB) of Level 6 Icon Place, 270 Adelaide Street, Brisbane QLD 4000.

AND

The Body Corporate for **26 - 30 Buxton Street CTS TBA** (Body Corporate) of **26 - 30 Buxton Street, Ascot QLD 4007**.

1 Term

This Agreement is for a term of 3 years and starts on date of registration and finishes on 3 years from the date of registration.

2 Fees and Service

- 2.1 For \$120.00 per lot per annum secretarial fee, plus \$55.00 per lot per annum disbursement fees, SSKB will perform the Agreed Services for the Body Corporate.
- 2.2 All fees for services and disbursements included in this agreement are exclusive of GST.
- 2.3 Fees for the agreed services and disbursements are payable in advance in quarterly instalments. Any other fees which may be incurred are payable monthly in arrears, based on the fees-for-service listed on the SSKB website at the time the service is rendered. SSKB is authorised to automatically deduct these amounts from body corporate funds.
- 2.4 Where the term is greater than one (1) year on the anniversary of agreement the service fees will increase by 5% or CPI (all groups Brisbane), whichever is the greatest. The formula for applying the increase is set out in the notes to this agreement available on the sskb.com.au website.
- 2.5 The services included within this Agreement are detailed at clause 3. Items or activities not listed are beyond the scope of this Agreement and are not covered by the secretarial fees stated at clause 2.1. For notes to assist with the interpretation of this Agreement please see our website at sskb.com.au/client-resources

Signing Clause

THE COMMON SEAL of: **The Body Corporate for 26 - 30 Buxton Street CTS TBA Standard Regulation Module** was affixed pursuant to an ordinary resolution of the Body Corporate in the presence of:

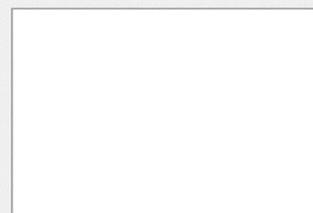
(Signature 1)

(Print name & designation)

(Signature 2)

(Print name & designation)

(Date)



EXECUTED by its duly authorised representative on behalf of:
Stewart Silver King and Burns (Brisbane) Pty Ltd ABN 49 078 545 329

(Signature 1)

(Print name & designation)

(Signature 2)

(Print name & designation)

(Date)

- 2.6 Services requested outside of the items listed in clause 3 will attract a fee-for-service including disbursements associated with extra fee-for-service activity. Examples of Fee for Service and the Fee for Service rates and disbursements are as displayed on the SSKB website at the time the service is rendered.

3 The Agreed Services

Annual General Meeting

SSKB will:

- 3.1 Prepare statutory motions required for the annual general meeting agenda.
- 3.2 Distribute the notice for the annual general meeting, the agenda, voting paper and attachments relating to the statutory motions plus the SSKB Agreement.
- 3.3 Distribute financial statements and audit reports.
- 3.4 Attend the annual general meeting for two hours, providing the meeting is held between 8:30am and 5:00 pm on a business day, including a reconvened meeting where a quorum is not reached.
- 3.5 Advise on routine meeting procedures.
- 3.6 Make the SSKB office available as the venue for holding the AGM.
- 3.7 Attend to one revision of the minutes of the AGM.
- 3.8 Record and distribute the minutes of the annual general meeting including a reconvened meeting.

Committee Meetings

SSKB will:

- 3.9 Prepare and distribute the notice for 3 committee meetings per year for the duration of this agreement.
- 3.10 Attend 3 committee meetings per year for the duration of this agreement for 2 hours each, providing the meeting is held between 8:30am and 5:00pm on a business day.
- 3.11 Advise on routine meeting procedure.
- 3.12 Make the SSKB office available as the venue for the committee meeting.
- 3.13 At meetings provide the committee with information on standard body corporate industry matters.

- 3.14 Attend to one revision of the minutes of each meeting.

- 3.15 Record and distribute the minutes of 3 committee meetings per year for the duration of this agreement.

Financial Matters

SSKB will:

- 3.16 Open, maintain and operate one bank account.
- 3.17 Receipt funds to and reconcile the Body Corporate bank account using the software nominated by SSKB.
- 3.18 Through the use of the Invoice Hub Payment Portal process, process and pay the invoices, provided those invoices are appropriately approved. (This excludes the EFT remittance transmission).
- 3.19 Issue the levy notices for owners' fees up to 3 times per year.
- 3.20 Receipt and reconcile fees paid by owners.
- 3.21 Prepare for the purposes of discussion and approval by the committee a draft budget each financial year.
- 3.22 Prepare accrued accounts at the end of the Body Corporate financial year.
- 3.23 Pay approved insurance premiums from the Body Corporate funds.
- 3.24 Maintain a list of unpaid owners' levies.

Records

SSKB will:

- 3.25 Keep a list of the names and addresses provided by owners.
- 3.26 Make the records of the Body Corporate available for inspection.
- 3.27 Where provided by the Body Corporate, keep the documents of the Body Corporate, but not the archive records.
- 3.28 Keep and update the registers as required by *The BCCM Act* and Regulations.
- 3.29 Keep custody of the common seal.
- 3.30 Manage the Body Corporate data on software nominated by SSKB.

Administrative

SSKB will:

- 3.31 Manage insurance claims where the insurance is placed through SSKB's nominated broker.
- 3.32 Receive correspondence on behalf of the Body Corporate.
- 3.33 Arrange for the appointment of a Returning Officer for a general meeting.
- 3.34 Provide a call centre for general enquiries.
- 3.35 Be appointed the Public Officer (for the purposes of signing statutory documents as instructed by the committee).
- 3.36 Provide minutes and documents on the Body Corporate portal on software nominated by SSKB and generally manage the site on behalf of the Body Corporate.

4 Procedural Matters

- 4.1 SSKB holds professional indemnity insurance of \$5,000,000.
- 4.2 SSKB may keep the Body Corporate records in either paper, photographic or electronic form.
- 4.3 To the extent necessary, SSKB and its delegates are granted "Authorised Powers", which are the same powers as the executive members of the committee under the *Body Corporate and Community Management Act*. This authorisation does not make SSKB responsible for performing the statutory functions of the Body Corporate and it does not relieve the Body Corporate nor the Body Corporate committee of their statutory functions and responsibilities.
- 4.4 SSKB is authorised to chair a reconvened general meeting if the SSKB representative is the only person present for the purpose of forming a quorum.
- 4.5 SSKB is authorised to administer funds controlled by the Body Corporate, and is entitled to select the financial institution which holds the bank account for the Body Corporate.
- 4.6 SSKB is entitled to select industry specific software for operating the Body Corporate records and financial administration and the Body Corporate will pay the costs charged by the supplier of this software.
- 4.7 The Body Corporate authorises SSKB to obtain quotations for insurance coverage for the Body Corporate, to place insurance as the Body Corporate directs, and to pay the premiums out of the Body Corporate funds. The Body Corporate

acknowledges that SSKB does not provide advice about insurance. The Body Corporate maintains its responsibility for selecting its own policy and ensuring it is adequate.

- 4.8 SSKB is entitled to retain fees received for provision of search services, disclosure statements, information certificates and records supplied to owners and for any other services delivered to owners in their individual capacity.
- 4.9 SSKB is entitled to retain any fees or commission it may receive from the associates, partners and suppliers listed in clause 5.
- 4.10 The body corporate will provide instructions to SSKB through the Chairperson, or from time to time, a person nominated by the Body Corporate. SSKB should be advised in writing by the Body Corporate of alternative nominees.
- 4.11 This Agreement, in accordance with the Act and Module, may be transferred by the Manager following approval of the Body Corporate committee (unless it is a restricted issue for the committee).
- 4.12 Both the Body Corporate and SSKB have rights of Termination of this Agreement, as set out in the *Body Corporate and Community Management Act*. Additionally, SSKB may elect to end this agreement by providing the Body Corporate 30 days notice of its intention to terminate.

For instance, if the Body Corporate fails to pay the Manager any amount owing to it under the Agreement and the failure continues for a period of 14 days after notice of the failure is given to the Body Corporate by the Manager, then the Manager may terminate the Agreement by giving 30 days written notice to the Body Corporate. The Body Corporate will reimburse the Manager for the Manager's costs of recovering that amount from the Body Corporate, including any legal costs on an indemnity basis.
- 4.13 Upon the expiry or earlier termination of the Agreement by either party, SSKB's Hand Over Procedure will apply to handing over the Body Corporate records. The Manager must deliver to the Body Corporate its seal and records within 14 days after the expiry or termination in accordance with the Act and Module. The SSKB Handover Process is located on the SSKB website <http://sskb.com.au/policies/>

The Body Corporate authorises SSKB to deduct from the Body Corporate funds any outstanding fees and

charges whatsoever prior to completing the hand over of the records.

- 4.13 The Body Corporate will indemnify SSKB if it incurs expense, is held liable for any damages or costs, or is a party to any litigation, arising during the proper performance of this Agreement.
- 4.14 Any notice given pursuant to this agreement shall be given or served in the same manner as is provided for in the *Property Law Act (Qld) 1974*.
- 4.15 If anything in this Agreement is unenforceable, illegal or void then it is severed for the rest of the agreement and the balance of the terms in the Agreement remain in force unless their basic purpose would be defeated by the severance of the offending term.
- 4.16 The Body Corporate acknowledges that this Agreement does not relate to property maintenance and that SSKB is not required under this Agreement to carry out any property maintenance services for the Body Corporate.
- 4.17 SSKB does not provide management services for the purposes of the Fire Rescue Safety Act (FRSA) and it is recommended that the Body Corporate seeks advice about fire issues on a regular basis to avoid non-compliance.

5 Commissions and Disclosure of Associates Required under the *Body Corporate and Community Management Act*

- 5.1 During the Agreement SSKB may receive commissions, dividends and revenue from the parties listed in the table below.
- 5.2 SSKB may, if it places the insurance for the Body Corporate, receive a share of the commission received by the insurance broker of between 0 and 75% of the commission paid by the insurer.
- 5.3 SSKB is, at the commencement of this Agreement, associated with the parties listed in the table below:

Name of Company
Stewart Silver King and Burns Pty Ltd ACN 138 492 556 Ultimate holding Company
SSKB Holdings Pty Ltd ACN 100 073 872 Subsidiary company of Stewart Silver King and Burns Pty Ltd and shareholder of the subsidiary companies nominated below:
Subsidiary Companies of SSKB Holdings Pty Ltd:

Stewart Silver King and Burns (Brisbane) Pty Ltd ACN 078 545 329
Stewart Silver King and Burns (Gold Coast) Pty Ltd ACN 069 399 864
Stewart Silver King and Burns (Sunshine Coast) Pty Ltd ACN 010 953 054
Stewart Silver King and Burns (NSW) Pty Ltd ACN 098 060 952
Stewart Silver King and Burns (Victoria) Pty Ltd ACN 114 836 172
SSKB Body Corporate Management Pty Ltd ACN 100 137 862
SSKB Strata Consulting Pty Ltd ACN 076 320 413
Silver Asset Services Pty Ltd ACN 071 843 304
SSKB Tax Compliance Pty Ltd ACN118 610 736
Symland Pty Ltd ACN 054 260 383 trading as Star Building Management Pty Ltd ACN 054 260 383
SSKB Financial Services Pty Ltd ACN 113 402 985 Subsidiary of SSKB Holdings and shareholder in the Chevron Island franchise of the Bendigo Bank
Other Associated Parties
IAGB – Insurance Aid General Brokers Partnership Pty Ltd ACN 097 567 710 Partner to provide insurance advice and brokerage services
Joe Vella Insurance Brokers ACN 074 970 540 Provider of insurance services Queensland
Whitbread Insurance Brokers ACN 005 490 228 Provider of insurance services Victoria

6 Special Conditions

6.1

Notes For The Interpretation of the SSKB Administration Agreement

Application of Mechanism for CPI increase

Where the term is greater than one (1) year, on the anniversary of the Agreement the fees in the Agreement will increase by 5% or CPI(All Groups Brisbane) whichever is the greater. The formula for calculating the review will be as follows:

The CPI Index increase mechanism is calculated using the following formula:
$$\frac{A \times B}{C}$$

Where: A is the fee payable for the year immediately prior to the Review Date;

B is the CPI Index determined for the quarter ending immediately prior to the Review Date;

C is the CPI Index determined for the quarter ending immediately prior to commencement of the year last concluded.

Insurance

The Body Corporate specifically authorises SSKB to obtain quotations for insurance cover for the scheme as required under the Regulation Module, including any other policies that may be specified by the Body Corporate. The Body Corporate also authorise the Manager to pay insurance premiums from the Body Corporate funds.

Where the Body Corporate has not placed the insurance through SSKB's nominated broker, insurance claims management and processing will be carried out as a Fee for Service.

An insurance claim form and information on submitting claims is available on the SSKB website:

[Insurance-Claim-Form.pdf](#)

Fee for Service

The following items are not services included in the standard fee, but they may be services required from time to time by the Body Corporate and if performed they will be provided at the rates specified below. Where there is no rate specified then the charge will be calculated at the hourly rates, which are also set out below:

Examples of Fee-for-Service

Meetings

- Anything to do with extraordinary general meetings
- Including more than the statutory motions and attachments, excluding the SSKB agreement in the annual general meeting notice. Each additional page would be subject to photocopy charges and the meeting notice would be subject to additional postage charges to distribute
- Prepare and review non-statutory motions, including secret ballots and secret motions
- Attending meetings that exceed the agreed duration in the agreement (which is generally 2 hours)
- Anything to do with transfer of management rights.
- Anything to do with any committee meeting over and above the agreed number of meetings
- Attending meetings or any other services required outside of business hours

Financial

- Preparation of Business Activity Statements/Income Activity Statements
- Preparation of Audit Packs and resolution of audit queries
- Annual reconciliation of payroll, superannuation and employee expenses for body corporate employees
- Annual CPI Calculation of Building Manager Fees
- Preparation of additional accrued accounts
- Bulk utility accruals
- Government Tax Audits
- Investment of funds on committee instructions
- Authorising and coding of invoices where a committee member or building manager has not undertaken this task on the Invoice Hub Portal
- Recoding and on-charging of expenses including on charging to non lot owners

- Body Corporate set up fees including TFN/ABN/GST registration
- Opening and closing bank accounts including travel to branches
- Distribute levy notices other than the nominated agreed number of notices (e.g. utility on-charging and special levy notices).
- Re-subdivisions/lot entitlement changes – system update and consultancy

Secretarial and Administrative

- International postage where an owner has not supplied an Australian address for Body Corporate mail
- Any time any service is required by the Body Corporate to be done in non-standard business hours
- Dealing with individual owners on Body Corporate matters
- Attending to correspondence
- Archiving, storage, retrieval and destruction of records
- Lodgement of documents with any Government or Statutory Authority such as the Dept. of Natural Resources and Commissioner for Body Corporate
- Liaison with lawyers or other professionals or government departments
- Liaison with independent contractors and obtaining reports/quotations
- Repairs and maintenance co-ordination
- Any matters to do with building management statements and architectural review committees
- Call for nominations for the positions of executive and ordinary members of the committee and call for submission of motions for the annual general meeting
- Any matter related to the collecting of unpaid contributions and second debtor accounts
- Managing Payment Plans
- Managing new owner details. Reconciliation of account and forwarding new owner information
- Assisting the Body Corporate in the application of the by-laws
- Insurance renewals, management of premium funding and claim processing if business placed outside SSKB's nominated broker
- Attending to workers compensation returns and register of plant annual returns
- Travel to and from meetings

Secretarial and Financial Fee-for-Service	Hourly Rate (ex GST)
Consultants per hour	\$250
Community Managers (CM) per hour	\$250
Accountant per hour	\$185
Assistant Accountant/Assistant Community Manager per hour	\$125
Administrative Staff per hour	\$95
Arrears Staff per hour	\$125
Local travel for meetings plus disbursement fees	\$60

Financial Services Fee-for-Service	
Audit Pack Preparation fee (the greater of)	\$10 per lot or \$500
Business Activity Statement (BAS)	\$300/return
Instalment Activity Statement Returns	\$150/return
Annual CPI calculation / Managers Fees	\$75
Additional accrued periodic financial statements	\$400 per report
Attending to Payroll Processing	\$15 per employee per period
Issuing notices and attending to queries re second debtor non payments.	\$30/1 st Notice \$180/L.O.D

On-Charging Fee-for-Service	
Recharges including on-charging to lot owners and related bodies corporate	\$9.50/notice

Body Corporate Set Up Fees Fee-for-Service	
New Schemes	\$500–\$1,000
Existing Schemes	A minimum of \$450 or by negotiation
Re-subdivisions/lot entitlement changes – system update and consultancy	Asst. Acct/Consult/ hourly rate
Changing Banks operating account (opening and closing accounts)	\$100

Administrative Fee-for-Service	
Nomination Fee incl disbursements	\$3.90 notice
Change of ownership (welcome packs) incl disbursement fees	\$15.00 ea
Attend to workers comp returns & Register of Plant Annual Returns	\$60/pereturn

Administration Fees for Arrears Management - (Non Payment of Contributions on-charged to the lot owner)	
Preparation and issue of Reminder Notice	\$30/notice
Preparation and issue of Overdue Notice	\$60/notice
Preparation and issue of Letter of Demand (plus out of pocket expenses).	\$180/letter
Standard search fee	\$35
Additional Statements	\$10
Managing payment plans	Arrears staff rate

Note : The fees-for-service applicable will be as listed on the SSKB website at the time the service is rendered.

V04.16

Services For Lot Owners (on-charged to the owner)	
On request Owner's Statement	\$30/statement
Restore Notices for tax purposes	\$30/per financial year
On request Copies of records.	Admin Staff hourly rate
Insurance Certificate of Currency	\$27.27
Application for Discount (for processing approved application)	\$50
Dishonoured Chq (bank & admin fees)	\$35
Refund of overpayments	\$31.80
Re-allocation of funds between schemes	\$31.80

Fee-for-Service Disbursements(excl GST)	
Telephone calls	Telstra Cost + 30%
EFT Remittance Transmission	\$0.50
Cheques incl envelope & postage	\$1.60
SMS	Cost + 30%
Photocopying :	
A4 Black and White	43c per print
A3 Black and White	70c per print
A4 In Colour	72c per print
A3 In Colour	\$1.72 per print
Special Levy /Additional levy Forms	50c per Form Plus disbursements
Envelopes Incl Labels:	
Envelopes Small	\$0.30 ea
Envelopes Large	\$0.50 ea
Secret Ballot/Secret motion /incl coloured paper	\$1.50 ea
Returning Officer Envelope	\$1.00 + postage
Postage:	
Domestic	AusPost charges + 30%
International	AusPost charges + 30%
Physical & Electronic Storage	
Storage per week per box	\$6.20 Per Week 1 st box
Storage per week additional boxes (Note: a box requires approx 100MB of storage)	50c per week addit box
Permanent removal physical boxes (storage facility charge)	\$4.00 Per Box
Retrieval and Refile from storage	\$9.80 Box
Recovered Costs which include but are not limited to:	
Sundry :-	
Eg. Catering / Courier Fees	Cost + 30%
Non Local Travel & Meetings:-	
Travel expenses, teleconferences	Provider Cost + 30% ATO Car Rates + 30% & Airfares at cost + 15%
PP & S Costs:-	
Additional stationery & equipment	Cost + 30%
OTHER	
Tax Return Fee as negotiated with external provider	\$375 <100 lots \$475 >100 lots
Software Licence Fee	As per service provider
Other unspecified items or duties as performed from time to time by SSKB at the cost nominated by SSKB	

Annexure "E"
First 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 Ardan Ascot Community Titles Scheme	2. Regulation module Standard
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3. Name of body corporate
Body Corporate for the Ardan Ascot Community Titles Scheme

4. Scheme land

Lot on Plan Description	Title Reference
Lots 1 – 20 on SP 290760	To issue
Common Property for the Ardan Ascot Community Titles Scheme	To issue

5. #Name and address of original owner Huon Ascot Pty Ltd ACN 613 197 943 as trustee for the Huon Buxton Street Ascot Development Trust Level 54, 111 Eagle Street Brisbane QLD 4000	6. Reference to plan lodged with this statement SP 290760
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first community management statement only

7. Local Government community management statement notation

..... signed

.....name and designation

Brisbane City Council name of Local Government

8. Execution by original owner/Consent of body corporate

Huon Ascot Pty Ltd ACN 613 197 943

/ /
Execution Date

.....
Sole Director and Secretary
***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 the department's website.

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 1 on SP 290760	554	599
Lot 2 on SP 290760	542	566
Lot 3 on SP 290760	452	399
Lot 4 on SP 290760	551	566
Lot 5 on SP 290760	483	491
Lot 6 on SP 290760	521	524
Lot 7 on SP 290760	487	478
Lot 8 on SP 290760	506	507
Lot 9 on SP 290760	430	383
Lot 10 on SP 290760	508	516
Lot 11 on SP 290760	487	483
Lot 12 on SP 290760	508	516
Lot 13 on SP 290760	510	516
Lot 14 on SP 290760	489	487
Lot 15 on SP 290760	511	516
Lot 16 on SP 290760	434	391
Lot 17 on SP 290760	513	524
Lot 18 on SP 290760	489	491
Lot 19 on SP 290760	512	524
Lot 20 on SP 290760	512	524
TOTALS	9,999	10,001

CALCULATION OF LOT ENTITLEMENTS

1 Principles for Deciding the Contribution Schedule Lot Entitlement for a Lot

- 1.1 The contribution schedule principle under section 46(7) of the *Body Corporate and Community Management Act 1997 (BCCM Act)* on which the contribution schedule lot entitlements for the community titles scheme has been decided is the relativity principle.
- 1.2 The relativity principle referred to in paragraph 1 above is the principle that the lot entitlements must clearly demonstrate the relationship between the lots in the community titles scheme by reference to one or more particular relevant factors.
- 1.3 Section 46A(3) of the BCCM Act states that a relevant factor (as referred to in paragraph 2 above) may, and may only, be any of the following:
 - (a) how the community titles scheme is structured;
 - (b) the nature, features and characteristics of the lots;
 - (c) the purposes for which the lots are used;
 - (d) the impact the lots may have on the costs of maintaining the common property;
 - (e) the market values of the lots.
- 1.4 Individual contribution schedule lot entitlements for the community titles scheme were decided by reference to the following factors:
 - (a) the nature, features and characteristics of the lots in the community titles scheme;

- (b) the impact the lots in the community titles scheme may have on the costs of maintaining the common property within the community titles scheme;
- (c) the market values of the lots; and

In having reference to these factors, it is considered just and equitable for there to be a variation in the contribution schedule lot entitlements for the community titles scheme.

1.5 After having decided to use the relativity principle and by reference to the factors referred to in paragraph 1.4 above, the individual contribution lot entitlements for the community titles scheme were decided on the basis that certain features or characteristics of lots in the community titles scheme impact on the costs to the body corporate of repairing, maintaining, capital replacement and cleaning the common property, for example:

- (a) a lot which has a greater external surface area will have a higher contribution schedule lot entitlement than a lot which has a smaller external surface area because there is a higher cost of repairing, maintaining, replacing and cleaning that part of the common property surrounding the lot with the greater external surface area; and
- (b) the greater the floor area of a lot, the greater the prospective demand on the common property to protect, support, service and generally benefit the lot with corresponding greater cost to the body corporate in the provision of and in the repair, maintenance, capital replacement and, as applicable, cleaning of the common property provided to the lot.

2 Principles for Deciding the Interest Schedule Lot Entitlement for a Lot

In accordance with section 46(7A) of the BCCM Act, the interest schedule lot entitlements for the community titles scheme have been calculated using the market value principle. That is, the interest schedule lot entitlements reflect the respective market values of the lots in the community titles scheme.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Sections 66(1)(f) and (g) of the *Body Corporate and Community Management Act 1997* do not apply.

SCHEDULE C	BY-LAWS
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1 Definitions

1.1 In these By-laws:

- (a) **Act** means the *Body Corporate and Community Management Act 1997* as amended from time to time;
- (b) **Body Corporate** means the Body Corporate for the Ardan Ascot Community Titles Scheme;
- (c) **Building** means the residential apartment building constructed on the Scheme Land;
- (d) **Common Property** means the common property for the Scheme;
- (e) **Committee** means the committee for the Body Corporate;
- (f) **Lot** means a lot in the Scheme;
- (g) **Owner** means the registered owner of a Lot and (unless indicated otherwise) includes any occupant of the Lot;
- (h) **Scheme** means the Ardan Ascot Community Titles Scheme containing the Lots and the Common Property;
- (i) **Scheme Land** means the Lots and the Common Property contained within the Scheme; and
- (j) **Services** means any water, sewerage, electricity, gas, fire, security, elevator and other services or systems located within the Scheme Land.

2 Vehicles

- 2.1 The Owner of a Lot must not, without the Body Corporate's written approval:
- (a) park a vehicle, or allow a vehicle to stand, on the Common Property; or
 - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
- 2.2 An approval under By-law 2.1 must state the period for which it is given, with the exception of designated visitor parking.
- 2.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Owner, with the exception of designated visitor parking.

3 Use of Roadways and Walkways

- 3.1 The roadways and walkways which provide access to and throughout the Scheme Land shall not be obstructed by an Owner or used by an Owner for any purpose other than ingress and egress to and from their Lots or parking areas.
- 3.2 Owners shall not:
- (a) permit any invitees' vehicles to be parked on any access ways or the Common Property other than designated visitor car parking areas;
 - (b) permit any boat, caravan, campervan or mobile home onto Scheme Land without first obtaining the consent of the Body Corporate; or
 - (c) exceed the speed limit of 5 kilometres per hour.

4 Obstruction

- 4.1 Owners shall not obstruct the lawful use of the Common Property by any person.

5 Damage and use of gardens on the Common Property

- 5.1 Owners shall not:
- (a) damage any lawn or landscaping situated upon Common Property; or
 - (b) except with the approval in writing of the Body Corporate, use any part of the Common Property as a garden.

6 Damage to the Common Property

- 6.1 Owners shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate but this By-law does not prevent Owners or a person authorised by them from installing:
- (a) any locking or other safety device for protection of a Lot against intruders; or
 - (b) any screen or other device to prevent entry of animals or insects upon a Lot in accordance with these By-laws.
- 6.2 Any locking or safety device or screening must be installed in a workman-like manner and be maintained in a state of good and serviceable repair by the Owner.

7 Depositing Rubbish on the Common Property

- 7.1 Owners shall not deposit or throw upon the Common Property any rubbish, dirt, cigarette butts or anything else likely to interfere with the peaceful enjoyment of the Common Property.

8 Instructions to Contractors

- 8.1 Owners shall not directly instruct any contractors or workmen employed by the Body Corporate unless authorised to do so.

9 Garbage Disposal

9.1 Owners shall:

- (a) dispose of their garbage in the appropriate receptacles, and shall assist in keeping those areas clean and dry;
- (b) comply with all Local Authority by-laws and ordinances relating to the disposal of garbage; and
- (c) ensure that the health, hygiene and comfort of Owners of any other Lot are not adversely affected by the Owners disposal of their garbage.

10 Appearance of Building

10.1 Owners shall not:

- (a) except with the consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of a Lot in such a way as to be visible from outside the Lot, the Common Property or any other Lot;
- (b) without the Body Corporate's written approval, make a change to the external appearance of the Lot;
- (c) erect on the Lot or the Common Property any outside wireless or television aerials and satellite dishes (or similar devices) without the written approval of the Body Corporate;
- (d) install, renovate or replace curtains, vertical blinds or other windows and door covers visible from outside the Lot unless such curtains have white backing or some other backing or other colour backing approved by the Body Corporate;
- (e) place any items on the balcony of a Lot with the exception of chairs, tables, barbecues and pot plants without the consent in writing of the Body Corporate, and shall keep such areas neat and tidy and well presented at all times; or
- (f) enclose any balcony or terrace with shutters, glazing, louvers or similar permanent fixtures other than those consistent with the relevant Brisbane Planning Scheme Codes/Policies and clearly depicted on approved drawings for the Scheme.

11 Inflammable Liquids, Gases or Other Materials

11.1 Owners shall not bring onto, or do anything in a Lot which shall increase the rate of fire insurance for the Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy held over the Scheme or the regulations of any Public Authority.

12 Keeping of Animals

12.1 An Owner of a Lot may keep an animal on the Lot on the following conditions:

- (a) the animal must be a domestic dog, domestic cat or caged or tanked dwelling animal;
- (b) the animal must not be, or be capable of growing to a weight greater than 10 kg;
- (c) the animal must be controlled whilst on the Common Property;
- (d) the animal must not cause a nuisance to other Owners; and
- (e) the Owner in control of the animal must clean up after the animal.

12.2 Except as allowed under By-law 12.1, the Owners shall not:

- (a) bring an animal onto, or keep an animal on, a Lot or the Common Property; or
- (b) permit an invitee to bring an animal onto, or keep an animal on, a Lot or the Common Property, without first obtaining the written consent of the Body Corporate which may be granted, refused and if granted later withdrawn at the discretion of the Body Corporate.

- 12.3 This By-law is subject to the provisions contained in the *Guide, Hearing and Assistance Dogs Act 2009* (Qld). A person is entitled to be accompanied by a guide dog while on a Lot or the Common Property and, if the person is an Owner, is entitled to keep a guide dog on the Lot.

13 Right of Entry

- 13.1 Owners shall, upon receiving reasonable notice from the Body Corporate, allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to a Lot for the purpose of carrying out works or effecting repairs on any Services.

14 Noise

- 14.1 Owners, their guests, servants or agents shall not make or permit to be made any noise likely to interfere in any way with the peaceful enjoyment of other Owners of Lots or any person lawfully using the Common Property. In particular Owners shall not hold or permit to be held any social gathering in a Lot which would cause any noise which interferes with the peace and quiet enjoyment of any other Owner, at any time of day or night and shall comply with all statutory and Local Authority noise regulations.
- 14.2 In the event of any unavoidable noise emanating from a Lot at any time the Owner shall take all practical steps to minimise the noise emanating and the annoyance to other Owners by closing all doors, windows and curtains of the Lot.
- 14.3 Owners shall not operate or permit to be operated upon a Lot any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment which interferes with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in another Lot.

15 Use of Lots

- 15.1 All Lots must be used as a private residence only. Owners shall not allow Lots to be used for any purpose which may cause a nuisance or hazard, is illegal or immoral, or may endanger the safety or good reputation of persons residing within the Scheme.

16 Alteration to Lots and Common Property

- 16.1 Owners shall not construct or permit the construction or erection of any fence, pergola, screen awning or other structure or outbuilding of any kind within or upon a Lot or on the Common Property without the prior approval in writing of the Body Corporate. Owners are not allowed to enclose external balconies.
- 16.2 Any alterations made to Lots or fixtures or fittings attached to Lots shall be carried out by registered tradesmen and in accordance with Local Authority requirements.
- 16.3 Owners shall not be entitled to carry out any alterations to Lots affecting any structural walls contained within the Lot or carry out any other works which may affect the structural integrity of the Lot or the Building.
- 16.4 Any alteration made to the Common Property or fixture or fitting attached to the Common Property, whether made or attached with or without the approval of the Body Corporate, shall, be repaired and maintained by the Owner who made the alteration or attached the fixtures or fittings to the Common Property.

17 Maintenance of Lots

- 17.1 Owners shall be responsible for the maintenance of Lots and shall ensure that Lots are kept and maintained so as not to be offensive in appearance to other Lot Owners through the accumulation of excess rubbish or otherwise and shall take all practical steps to prevent infestation by vermin and/or insects.

18 Replacement of Glass

- 18.1 Windows shall be kept clean and promptly replaced by the Owner of the Lot with fresh glass of the same kind and weight as at present if broken or cracked.

19 Behaviour of Invitees

- 19.1 Owners shall take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of Owners of other Lots or any other person lawfully using the Common Property or other areas within the Building.
- 19.2 Owners shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property owned by the Body Corporate caused by an Owner or their invitees.
- 19.3 Where a Lot is subject to a lease or a licence agreement, Owners shall take all reasonable steps, including taking any action available under such lease or license agreement, to ensure that the lessee or licensee or any other occupants comply with the provisions of these By-laws.
- 19.4 The duties and obligations imposed by these By-laws on Owners shall be observed not only by the Owners but also by the tenants, guests, servants, employees, agents, children, invitees and licensees of such Owner.
- 19.5 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 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 of the Lot at the time when the breach occurred.

20 Auction Sales and Open Houses

- 20.1 Owners shall not permit any open house or auction sale to be conducted within a lot or on Common Property without the prior approval in writing of the Committee of the Body Corporate.

21 Correspondence and Requests to the Secretary of the Body Corporate

- 21.1 All complaints, applications or requests to the Body Corporate or its Committee shall be addressed in writing to the Manager of the Body Corporate.

22 Display Unit

- 22.1 Whilst the Original Owner remains an owner of any Lot, it and its officers and/or agents shall be entitled to use any Lot of which it remains an owner as a display unit and shall be entitled to allow prospective purchasers to inspect any display unit and for such purposes shall be entitled to use such signs advertising or display material in or about the Common Property as it thinks fit, such signs shall be attractive and tasteful having regard to the general appearance of the parcel, and shall not at any time, and from time to time, be more in terms of number and size than is reasonably necessary.

23 Copy of By-laws to be Produced

- 23.1 Where a Lot is leased or rented, the Owner shall provide the lessee or tenant with a copy of the By-laws for the time being in force in respect of the Scheme.

24 Recovery of Costs and Levies

- 24.1 Owners shall pay on demand the whole of the Body Corporate costs and expenses (including solicitor and own client costs) and any tax payable on these levies including Goods and Services Tax (if any) which amounts shall be deemed to be a liquidated debt due, in recovering all and any levies or monies duly levied upon such Owner by the Body Corporate pursuant to the Act.

25 Power of Committee

- 25.1 The Committee may make rules relating to the Common Property not inconsistent with these By-laws and the same shall be observed by Owners unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

26 Grounds and Gardens Maintenance

- 26.1 Owners shall not ring bark, cut down, lop, remove, poison, injure or wilfully destroy the whole of any part of any tree or shrub located on the Common Property without first making written application to and gaining written approval from the Committee.

26.2 Owners shall not plant any additional trees and shrubs on a Lot or the Common Property without the prior written permission of the Body Corporate.

27 Office Bearers

27.1 Every member for the time being of the Committee of the Body Corporate shall be indemnified by the Body Corporate out of its funds and assets against personal liability for the acts, omissions, neglects or defaults of any other members of the Committee or for any loss or liability occasioned to the Body Corporate by any judgement or oversight on his part or for any other loss, damage or misfortune whatever which shall happen during the course of the execution of the duties of office or in relation thereto and shall be further indemnified in similar manner against any liability incurred by the member defending any proceedings, whether criminal or civil, in respect of any such act, omission, neglect, default, error or oversight.

28 Security Screens

28.1 Owners may, with the consent of the Committee, install security screens and security doors in a colour to match the window frames of their Lot. Owners shall be responsible for all costs associated with the purchase, installation, repair and maintenance of these additions.

29 Power of Body Corporate to Enter into Agreements

29.1 The Body Corporate shall have the power by ordinary resolution of an annual general meeting or extraordinary general meeting of its members convened in accordance with the provisions of the Act to enter into agreements:

- (a) for the purpose of the supply of electricity to the Scheme Land;
- (b) for the maintenance of any security system or fire fighting system on the Scheme Land;
- (c) for the management, maintenance and repair of the Building and the Common Property;
- (d) for the gardening and cleaning of the Common Property;
- (e) for the repair and maintenance of any lifts on the Scheme Land.

30 Security Equipment

30.1 All security equipment installed on the Common Property and used in connection with the provision of security for the Scheme Land shall, with the exception of that equipment installed upon any Lot be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any Lot which shall be maintained at the cost and expense of the Owner of the Lot) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.

30.2 In no circumstances shall the Body Corporate be responsible to an Owner (and the Owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of any of the security systems put in place by the Body Corporate.

31 Security Access Cards and Keys

31.1 If the Body Corporate in the exercise of any of its powers under these By-laws restricts an Owner access to any part of the Common Property by means of a lock or similar security device it may make such a number of keys or operating systems as it determines available to Owners free of charge and thereafter may at its discretion make additional numbers thereof available to Owners on payment of such reasonable charge as may be determined from time to time by the Body Corporate.

31.2 Owners to whom any key or operating system is provided pursuant to these By-laws shall exercise a high degree of caution and responsibility in making the same available for use and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot by such Owner) to ensure the key or operating system is returned to the Owner or the Body Corporate upon the lessee ceasing to be an occupier of the Lot.

31.3 Owners shall not without the prior approval in writing of the Body Corporate duplicate the key or operating system and shall take all reasonable precautions to ensure that the key or operating system is not lost or handed to any other person other than another Lot Owner.

31.4 Owners shall notify the Body Corporate immediately if a key or operating system is destroyed or lost.

32 Balcony Gardens

32.1 Owners shall not place any plants on balconies which may obstruct the view of another Lot or be of a species which may cause damage to the Common Property or inconvenience to the Owner of another Lot. Owners must ensure that no water runs or seeps from their balcony into another Lot or the Common Property.

33 Visitors Car Parking

33.1 Owners of Lots shall not be entitled to park their vehicles in car parking spaces allocated as visitor car parks.

33.2 Visitor car parks shall be occupied by visitors.

34 Exclusive Use Rights

34.1 The Owner of each Lot identified in Schedule E is granted the exclusive use of that part of the Common Property as identified in Schedule E and on the attached sketch plans for the purpose identified in Schedule E.

34.2 Each Owner who has been granted exclusive use of a part of the common property for the purpose of a car parking space pursuant to this By-law:

- (a) must not construct any structure in the car parking space, (other than a storage unit attached to the roof or back wall of the parking bay), without the consent of the Body Corporate;
- (b) is responsible for keeping the car parking space in a clean and tidy condition and, failing that, the Body Corporate may do so at the Owner's expense; and
- (c) acknowledges that services for the Building may run through and across the car parking areas and Owners must allow any service contractors appointed by the Body Corporate access to the car parking areas for the purpose of maintaining, repairing or replacing the Services.

34.3 Each Owner who has been granted exclusive use of a part of the common property for the purpose of a courtyard pursuant to this By-law:

- (a) must use the courtyard for recreation purposes only; and
- (b) is responsible for keeping the courtyard in a clean and tidy condition; and
- (c) is responsible for the repair, maintenance and replacement of the courtyard (which includes but is not limited to keeping any plants in good condition, keeping the gardens reasonably free of weeds and removing dead plants).

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

The Lots will be affected by statutory easements. The Lots affected and the type of statutory easements affecting the Lots are as follows:

LOT AFFECTED	TYPE OF STATUTORY EASEMENT
Lots 1 – 20 on SP 290760	Lateral or subjacent support, utility services and utility infrastructure, shelter, projection and maintenance of building close to boundary
Common Property	Lateral or subjacent support, utility services and utility infrastructure, shelter, projection and maintenance of building close to boundary

2 Services Location Diagram

A services location diagram showing the location of any implied Statutory Easements for utility services and infrastructure is attached to this Statement.

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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LOT ON PLAN	EXCLUSIVE USE OF COMMON PROPERTY AREA	USE
Lot 1 on SP 290760	Areas A4 and A5 on plan annexed Area B1 on plan annexed	Car parking spaces Courtyard
Lot 2 on SP 290760	Areas A1 and A2 on plan annexed Area B2 on plan annexed	Car parking spaces Courtyard
Lot 3 on SP 290760	Area A18 on plan annexed Area B3 on plan annexed	Car parking space Courtyard
Lot 4 on SP 290760	Area A6 on plan annexed Area B4 on plan annexed	Car parking space Courtyard
Lot 5 on SP 290760	Area A3 on plan annexed Area B5 on plan annexed	Car parking space Courtyard
Lot 6 on SP 290760	Area A7 on plan annexed	Car parking space
Lot 7 on SP 290760	Area A19 on plan annexed	Car parking space
Lot 8 on SP 290760	Area A22 on plan annexed	Car parking space
Lot 9 on SP 290760	Area A8 on plan annexed	Car parking space
Lot 10 on SP 290760	Area A21 on plan annexed	Car parking space
Lot 11 on SP 290760	Area A20 on plan annexed	Car parking space
Lot 12 on SP 290760	Area A9 on plan annexed	Car parking space
Lot 13 on SP 290760	Area A10 on plan annexed	Car parking space
Lot 14 on SP 290760	Area A17 on plan annexed	Car parking space
Lot 15 on SP 290760	Area A11 on plan annexed	Car parking space
Lot 16 on SP 290760	Area A16 on plan annexed	Car parking space
Lot 17 on SP 290760	Area A12 on plan annexed	Car parking space
Lot 18 on SP 290760	Area A15 on plan annexed	Car parking space
Lot 19 on SP 290760	Area A13 on plan annexed	Car parking space
Lot 20 on SP 290760	Area A14 on plan annexed	Car parking space



Plans



[Service location diagram to be inserted here]

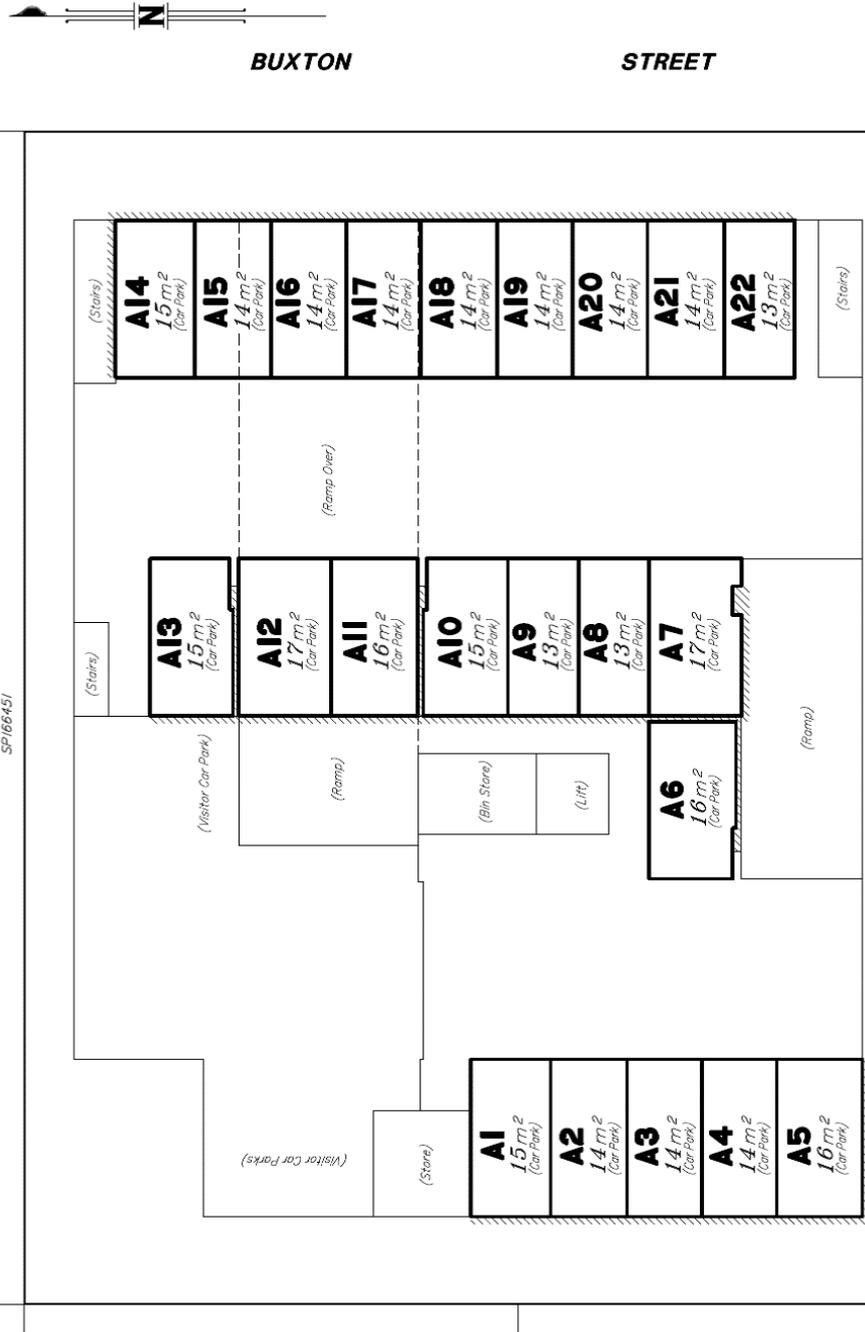
(NAME TO BE ADVISED) C.T.S.

LEVEL A

PROPOSAL PLAN ONLY

CP
SP124333

CP
SP166451



BUXTON STREET



Scale 1:150 — Lengths are in Metres.

0 1.5 3 4.5 6 7.5 9 10.5 12 13.5 15

Where future exclusive use areas are not defined by structural features, they will be marked and dimensioned at time of survey for final plans.

SITE SURVEYS
Ph: 07 3357 0433
Fax: 07 3359 6667
E: info@siteurveys.com.au

DRAFT SKETCH PLAN
of Proposed Exclusive Use Areas A1–A22 in
Common Property (Level A) on Proposed SP290760 in
.....**163/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200**..... C.T.S.

Scale: 1:150 @ A3
Revision: B
Reference: 1724 PROP-EU/L/W A

IMPORTANT NOTE:
This draft plan was prepared for the purpose of facilitating the preparation of option to purchase contracts for the proposed lots and is not to be used or relied upon for any other purpose.
This plan was prepared from architectural/design plans only. The proposed development has not yet been constructed and SITE SURVEYS P/L accept no responsibility for any amendments to building/unit location, area or shapes that may occur during construction.

CP
SP166451

Denotes proposed face of Building / Wall

All areas, dimensions, shapes, levels, etc. are subject to survey of the completed construction and registration of plans in the Department of Natural Resources & Mines.

Annexure "F"
Power of Attorney and Proxy Disclosure Statement

This 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) and Section 110(3) of the *Body Corporate and Community Management (Standard Module) Regulation 2008* (Qld).

The Seller makes disclosure to the Buyer in terms of clause 16 of the Contract, which is extracted below.

16. Power of Attorney and Proxy

16.1 For a period of 12 months from the establishment of the Scheme, the Buyer hereby irrevocably appoints the Seller to be the Buyer's attorney to vote for the Buyer at all meetings of the Body Corporate on the following issues:

- (a) engaging a person as a manager or service contractor or authorising a person as a letting agent (which includes approving or declining to approve any proposed transfer of a service contract or letting authorisation);*
- (b) registering any new community management statement to be recorded to facilitate the Development or changes to By-laws identified in the CMS;*
- (c) the giving of an occupation authority to a service contractor or letting agent under the Standard Module;*
- (d) the adoption of administrative and sinking fund budgets for the Body Corporate;*
- (e) the issue of a notice under Section 182(2), 183(2), 203(1) or 203(2) of the BCCM Act;*
- (f) the making of an application for an order of an adjudicator under Section 238(1) of the BCCM Act;*
- (g) lodgement of an appeal under Sections 289(2) or 304 of the BCCM Act;*
- (h) the commencement of a proceeding under Section 312(1) of the BCCM Act;*
- (i) the approval of spending above the limit for committee spending;*
- (j) the granting or accepting of any leases, easements or other agreements by the Body Corporate in relation to common property;*
- (k) any proposal by the Body Corporate to take any of the actions or steps permitted under Sections 91, 92, 94, 95 and 98 of the Standard Module;*

- (l) *to complete, sign and lodge any written consent under Section 171 of the BCCM Act or under any section of the Standard Module, as may be required to facilitate and perfect an allocation or grant under any of the exclusive use by-laws or amending the exclusive use by-laws;*
- (m) *to grant rights of exclusive use of part or parts of the Common Property to buyers or occupiers of other lots in the Scheme for such purposes as the Seller deems appropriate;*
- (n) *the imposition of any levies (including for the payment of insurance);*
- (o) *the negotiation and execution of any documents amending any service contract;*
- (p) *to sell for the sole benefit of the Seller, for a nominal consideration or such other consideration as the Seller, at its absolute discretion, deems appropriate any part of the Common Property and facilitate its amalgamation with any lot(s) or creation of any additional lot(s) from the same;*
- (q) *any matter or thing the Seller, at its absolute discretion, deems necessary and expedient to do to enable the Development to be constructed to its final state notwithstanding that completion of this Contract has been effected;*
- (r) *to do any matter or thing and to pass any motion/s or resolutions as may become necessary and/or expedient to facilitate any matter or thing the Seller determines should be done under this power of attorney;*
- (s) *to make exclusive use allocations by way of future authorised allocation;*
- (t) *to authorise any new community management statement to be registered to give effect to the development of the Scheme in stages as contemplated in this Contract;*
- (u) *to authorise the subdivision of the Common Property or other land in the Scheme to add Common Property or additional lots to the Scheme in stages as contemplated in this Contract;*
- (v) *to authorise the subdivision of the Common Property or other land in the Scheme to extract or remove any lot intended for future development from the Scheme; and*
- (w) *to do anything provided for under Schedule B of the CMS (if applicable).*

16.2 *For a period of 12 months from the establishment of the Scheme, the Buyer appoints the Seller as the proxy of the Buyer to vote at a general meeting of the Body Corporate on the following matters:*

- (a) *engaging a person as a body corporate manager or service contractor, or authorising a person as a letting agent, if the details of the engagement*

or authorisation were disclosed to the Buyer before the Buyer entered into this Contract;

- (b) authorising a service contractor or letting agent to occupy a part of the Common Property, if the details of the authorisation were disclosed to the person before the person entered into this Contract; and*
- (c) consenting to the recording of a new CMS to include a By-law, if the details of the inclusion were disclosed to the Buyer before the Buyer entered into this Contract.*

The Buyer agrees to ratify and confirm any action taken by the Seller to vote at meetings of the Body Corporate using this proxy.

16.3 *While the Power of Attorney and Proxy created pursuant to this clause remains in force, the Buyer must:*

- (a) not appoint a company nominee or vote (or allow any person to vote for the Buyer) at a general meeting of the Body Corporate without the Seller's written consent;*
- (b) not transfer or assign the Lot except to a transferee who has first agreed to be bound by the conditions on the part of the Buyer contained in this clause (mutatis mutandis) and who gives the Seller a power of attorney and proxy in the same terms as this clause 16; and*
- (c) at the Seller's request, execute any document necessary to give further effect to the appointments in this clause 16, including any approved form pursuant to the BCCM Act required to notify the Body Corporate of the creation of a proxy.*

16.4 *The Buyer acknowledges and agrees that:*

- (a) that failure to comply with this clause 16 may affect the Seller's ability to complete the Development or sell all the lots in the Scheme;*
- (b) it has received a statement under Section 219 of the BCCM Act and Section 110(3) of the Standard Module prior to the granting of the Power of Attorney and Proxy created pursuant to this clause 16;*
- (c) it will at all times and as and when requested by the Seller ratify and confirm all acts, deeds and things done by the Seller pursuant to the Power of Attorney and Proxy created pursuant to this clause 16; and*
- (d) this clause 16 operates as a deed.*