

**“2 Page Street”**

**2 Page Street, KUNDA PARK**

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***DISCLOSURE STATEMENT***

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**Lot 1**

**THOMPSON | McNICHOL  
lawyers**

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5/32 Aerodrome Road  
Maroochydore Q 4558  
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# **DISCLOSURE STATEMENT**

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## **PART 1**

# **STATUTORY DISCLOSURE STATEMENT**

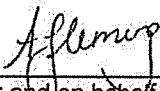



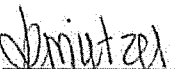
## STATUTORY DISCLOSURE STATEMENT

Disclosure Statement under Section 213 of the *Body Corporate and Community Management Act 1997* ("the Act")

<b>SELLER DETAILS</b>	<p>Name and Address of Seller:</p> <p><b>Professional Developments Pty Ltd ACN 647 268 335 trustee under Instrument 720586027</b>  c/- Thompson McNichol Lawyers, PO Box 552, Maroochydore, QLD 4558</p>
<b>BUYER DETAILS</b>	<p>Name and Address of Buyer:</p> <p><b>Turtles Super Property Pty Ltd ACN 654 724 857 as trustee for the Turtles Super Trust</b>  59 Cranfield Drive, Buderim, QLD 4556</p>
<b>PROPOSED LOT</b> (s213(2)(a)(i) & (ii) of the Act)	<p>The proposed Lot being purchased is Lot No 1 in the "2 Page Street" Community Titles Scheme ("the Scheme") as identified in the Disclosure Plan pursuant to s213AA of the Act provided in <b>Part 2</b> of this Disclosure Statement, subject to any variations permitted by the Contract.</p>
<b>SUNSET DATE</b> (s213(2)(a)(iii) of the Act)	<p>Pursuant to s217B of the Act, the Seller must settle the contract for the sale of the Proposed Lot by the earlier of the following dates:</p> <ul style="list-style-type: none"> <li>(a) The "Sunset Date" as defined in clause 1.1 of the Contract, being the date which is 3½ years after the Contract Date or, if the Buyer requests a later date for settlement and the Seller agrees to the date, the later date, and</li> <li>(b) The end of 5½ years after the day the Contract was entered into by the Buyer or, if the Buyer requests a later date for settlement and the Seller agrees to the date, the later date.</li> </ul>
<b>BODY CORPORATE CONTRIBUTIONS</b> (s213(2)(b) of the Act)	<p>The amount of annual contributions reasonably expected to be payable to the Body Corporate by the owner of the Proposed Lot during the first year after the establishment of the Scheme are set out in <b>Part 5</b>.</p> <p>The contribution schedule lot entitlements and interest schedule lot entitlements for the lots included in the scheme are set out in Schedule A of the proposed Community Management Statement for the scheme, a copy of which is attached in <b>Part 7</b> of this Disclosure Statement.</p> <p>The proposed budget has been calculated on the basis that there will be 26 lots in the Scheme. Provision is made in the Contract for the Seller, at the Seller's discretion, to increase or decrease the number of lots in the Scheme.</p> <p>The proposed budget only applies to the first year of the Scheme and will increase after the first year in accordance with the regulations applying to the Scheme.</p>
<b>BODY CORPORATE CONTRACTS</b> (s213(2)(c) of the Act)	<p><b>Body Corporate Manager</b></p> <p>It is proposed that the Body Corporate will engage Lifestyle Strata Pty Ltd of 1/6 Norval Court, Maroochydore Qld 4558, Ph: (07) 5479 3100, as Body Corporate Manager for the Scheme after the Scheme is established. The terms of engagement (other than any provisions of the code of conduct that are taken to be included in the terms under s118 of the Act) will be substantially in accordance with the document attached in <b>Part 6</b>. The estimated cost of the engagement of the Body Corporate Manager to the Body Corporate is set out in <b>Part 5</b>. The proportion of that cost to be borne by the owner of the Proposed Lot for the first year of the relevant engagement is \$198 (GST inclusive) per Lot per annum. The Seller may, in its discretion, change the body corporate manager party to the agreement.</p>



	<p><b>Other Service Contracts</b></p> <p>The Seller may cause the Body Corporate to enter into further Service Contracts or other agreements, including but not limited to agreements relating to the supply of utilities, rubbish removal, bulk supply of electricity and / or other services required from time to time by the Body Corporate. The Buyer acknowledges in relation to these agreements, except to the extent that such information is disclosed in the Contract of Sale or this Disclosure Statement:</p> <p>a) The cost to the Body Corporate and the Buyer as an Owner of the Lot at the date of this Disclosure is not known;</p> <p>b) Is it likely that in respect of the ongoing supply of utilities:</p> <p>(i) There will be a cost to the Body Corporate based on consumption which the Buyer will as an Owner of the Lot in the Scheme be required to contribute to the cost of in accordance with the contribution schedule lot entitlements of the Proposed Lot; and</p> <p>(ii) There will be a cost to the Buyer in relation to a separate supply agreement with the relevant utility provider for the metered supply of utilities to the Buyer (or the relevant occupier) in relation to the occupation of the Lot and consumption of utilities,</p> <p>c) If the relevant service agreement includes provision of infrastructure by the relevant supplier (such as hot water systems or metering equipment):</p> <p>(i) at the end of the relevant service agreement term, there may be an obligation on the Body Corporate to re-purchase from the supplier such relevant infrastructure at a value determined by the relevant service agreement; and</p> <p>(ii) the Seller may receive a benefit in that the cost of installation will not be borne by the Seller during construction of the development.</p>
<b>LETTING AGENT</b> (s213(2)(d) of the Act)	Not applicable – it is proposed that there be no letting agent for the Scheme
<b>BODY CORPORATE ASSETS</b> (s213(2)(e) of the Act)	<p>Details of all Body Corporate assets proposed to be acquired by the Body Corporate after the establishment of the Scheme are as follows:</p> <p>Nil</p>
<b>COMMUNITY MANAGEMENT STATEMENT</b> (s213(2)(f) of the Act)	A copy of the proposed Community Management Statement for the Scheme is set out in <b>Part 7</b> . The Scheme will not be a subsidiary scheme.
<b>REGULATION MODULE</b> (s213(2)(g) of the Act)	The <i>Body Corporate and Community Management (Commercial Module) Regulation 2020</i> as amended will apply to the Scheme.
<b>POWER OF ATTORNEY</b> (s219(1) of the Act)	A statement in compliance with Section 219(1) of the Act which gives a detailed description of the circumstances in which the Power of Attorney under <b>clause 19</b> of the Contract may be exercised is set out in <b>Part 9</b> .
<b>BUILDING MANAGEMENT STATEMENT</b>	Not applicable - there will be no Building Management Statement for the Scheme

<b>INTERPRETATION</b>	<p>In this Disclosure Statement, "the Contract" means the contract of sale of the Proposed Lot by the Seller to the Buyer and any amendments thereto.</p> <p>Words used in this Disclosure Statement which are defined in the Contract have the same meaning as they do in the Contract, unless the context requires otherwise.</p>
<b>SIGNED:</b>          <b>DATED:</b>	<p></p> <p>_____ For and on behalf of the SELLER</p> <p>10 November 2021</p> <p>_____</p>
<p align="center"><b>ACKNOWLEDGEMENT BY BUYER</b></p> <p>The Buyer acknowledges that the Buyer was given this Disclosure Statement (Parts 1 to Part 10 inclusive) signed for and on behalf of the Seller before the Buyer entered into the Contract</p>	
<b>SIGNED:</b>          <b>DATED:</b>	<p></p> <p>_____ BUYER</p> <p></p> <p>_____ WITNESS</p> <p>17/11/21</p> <p>_____</p>
<b>SIGNED:</b>          <b>DATED:</b>	<p></p> <p>_____ BUYER</p> <p></p> <p>_____ WITNESS</p> <p>17/11/21</p> <p>_____</p>

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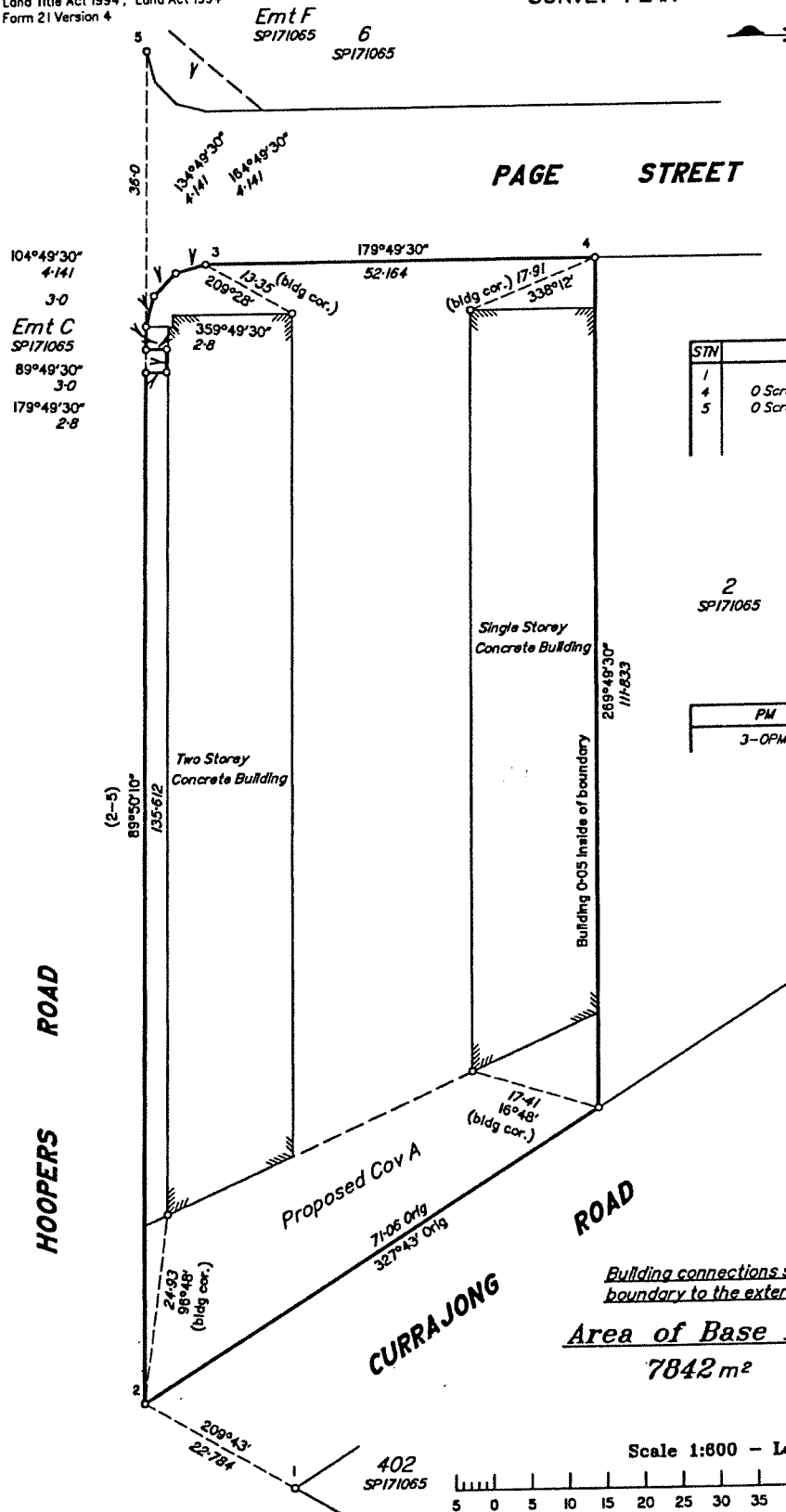
## **PART 2**

### **DISCLOSURE PLAN**

The Buyer acknowledges the plans contained in this schedule are draft plans only. These plans may vary in accordance with the terms of the Contract.

SURVEY PLAN

Sheet 1 of 4



REFERENCE MARKS

STN	TO	BEARING	DIST	REMARKS
1	OIP	147°43'	1.77	RP144435
4	O Screw in Kerb	90°13'	3.937	SP171065
5	O Screw in Kerb	3°31'20"	3.528	SP171065

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO
3-OPM	SP171065	86°53'	3.7	164282

**Note.**  
This plan has been prepared for sale disclosure purposes only and all dimensions and areas are subject to final survey upon completion of building.

**PLS**  
PROJECTLANDSERVICES

**Plan of Proposed**  
**Lots 1 to 26 & Common Property**

**Cancelling Lot 3 on SP171065**

LOCAL GOVERNMENT: **SUNSHINE COAST REGIONAL COUNCIL** LOCALITY: **KUNDA PARK**  
Meridian: **SP171065**

Scale: **1:600**

Format: **BUILDING**

**SP326017**

Survey Records: **No**

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

Sheet **2** of **4**

(Dealing No.)

4. Lodged by

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

1. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
-	Lot 3 on SP171065	1-26 & Common Property	-	-

**MORTGAGE ALLOCATIONS**

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
-	-	-

**DATE OF DEVELOPMENT  
APPROVAL: -/-/-**

**6. Building Format Plans only.**

I certify that:

\* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;

\* Part of the building shown on this plan encroaches onto adjoining lots and road.

Cadastral Surveyor/Director\* Date  
\*delete words not required

**7. Lodgement Fees:**

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

8. Insert Plan Number **SP326017**

1-26 & Common Property

Por 120

Lots

Orig

2. Orig Grant Allocation :

5. Passed & Endorsed :

3. References :

Dept File :

Local Govt: POS-/-

Surveyor: 21026

By:

Date:

Signed:

Designation:



COMMON PROPERTY

<b>26</b> (pt) 156m <sup>2</sup> 197m <sup>2</sup> (Total)
<b>25</b> (pt) 129m <sup>2</sup> 170m <sup>2</sup> (Total)
<b>24</b> (pt) 119m <sup>2</sup> 160m <sup>2</sup> (Total)
<b>23</b> (pt) 119m <sup>2</sup> 160m <sup>2</sup> (Total)
<b>22</b> (pt) 129m <sup>2</sup> 170m <sup>2</sup> (Total)
<b>21</b> (pt) 129m <sup>2</sup> 170m <sup>2</sup> (Total)
<b>20</b> (pt) 129m <sup>2</sup> 170m <sup>2</sup> (Total)
<b>19</b> (pt) 129m <sup>2</sup> 170m <sup>2</sup> (Total)
<b>18</b> (pt) 119m <sup>2</sup> 160m <sup>2</sup> (Total)
<b>17</b> (pt) 119m <sup>2</sup> 160m <sup>2</sup> (Total)
<b>16</b> (pt) 119m <sup>2</sup> 160m <sup>2</sup> (Total)
<b>15</b> (pt) 119m <sup>2</sup> 160m <sup>2</sup> (Total)
<b>14</b> (pt) 119m <sup>2</sup> 160m <sup>2</sup> (Total)
<b>13</b> (pt) 247m <sup>2</sup> 307m <sup>2</sup> (Total)

COMMON PROPERTY

COMMON PROPERTY

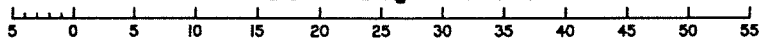
<b>I</b> 155m <sup>2</sup>
<b>2</b> 129m <sup>2</sup>
<b>3</b> 119m <sup>2</sup>
<b>4</b> 119m <sup>2</sup>
<b>5</b> 129m <sup>2</sup>
<b>6</b> 139m <sup>2</sup>
<b>7</b> 139m <sup>2</sup>
<b>8</b> 129m <sup>2</sup>
<b>9</b> 119m <sup>2</sup>
<b>10</b> 119m <sup>2</sup>
<b>11</b> 129m <sup>2</sup>
<b>12</b> 160m <sup>2</sup>

COMMON PROPERTY

COMMON PROPERTY

**LEVEL A**

Scale 1:400 - Lengths are in Metres.

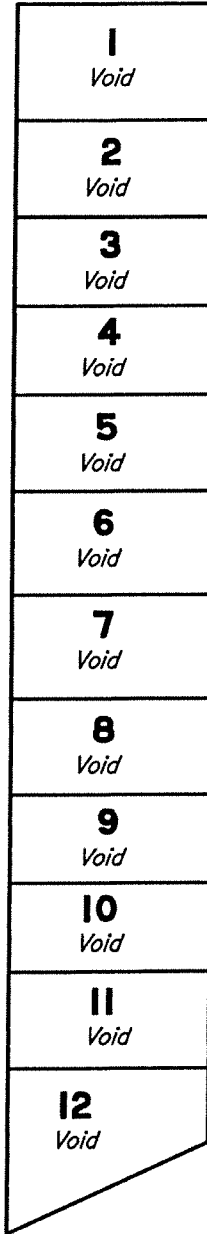
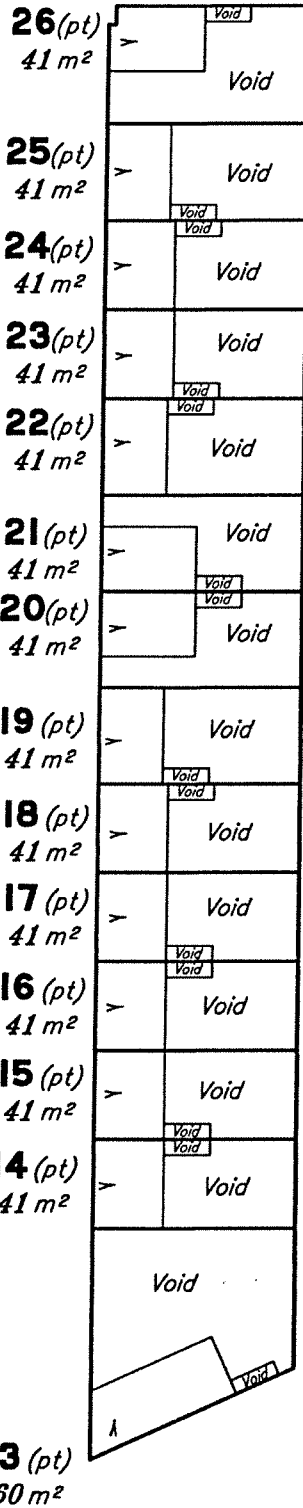


State copyright reserved.

Insert Plan Number **SP324427**



COMMON PROPERTY



COMMON PROPERTY

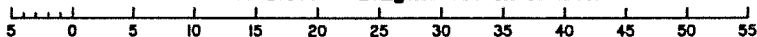
COMMON PROPERTY

COMMON PROPERTY

COMMON PROPERTY

**LEVEL B**  
Mezzanine

Scale 1:400 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP324427**

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## **PART 3**

### **DRAFT FLOOR PLANS**

The Buyer acknowledges the plans contained in this schedule are preliminary draft plans only. These plans may vary in accordance with the terms of the Contract. In addition, the Buyer acknowledges that the loose items depicted on these plans if any (including any tables, chairs, or other furniture) are not included in the Proposed Lot being sold by the Seller to the Buyer, are indicative only and may not be to scale. In the event of any inconsistency between these plans and the Disclosure Plan in respect of area, position, layout or any other matter, the Disclosure Plan prevails.



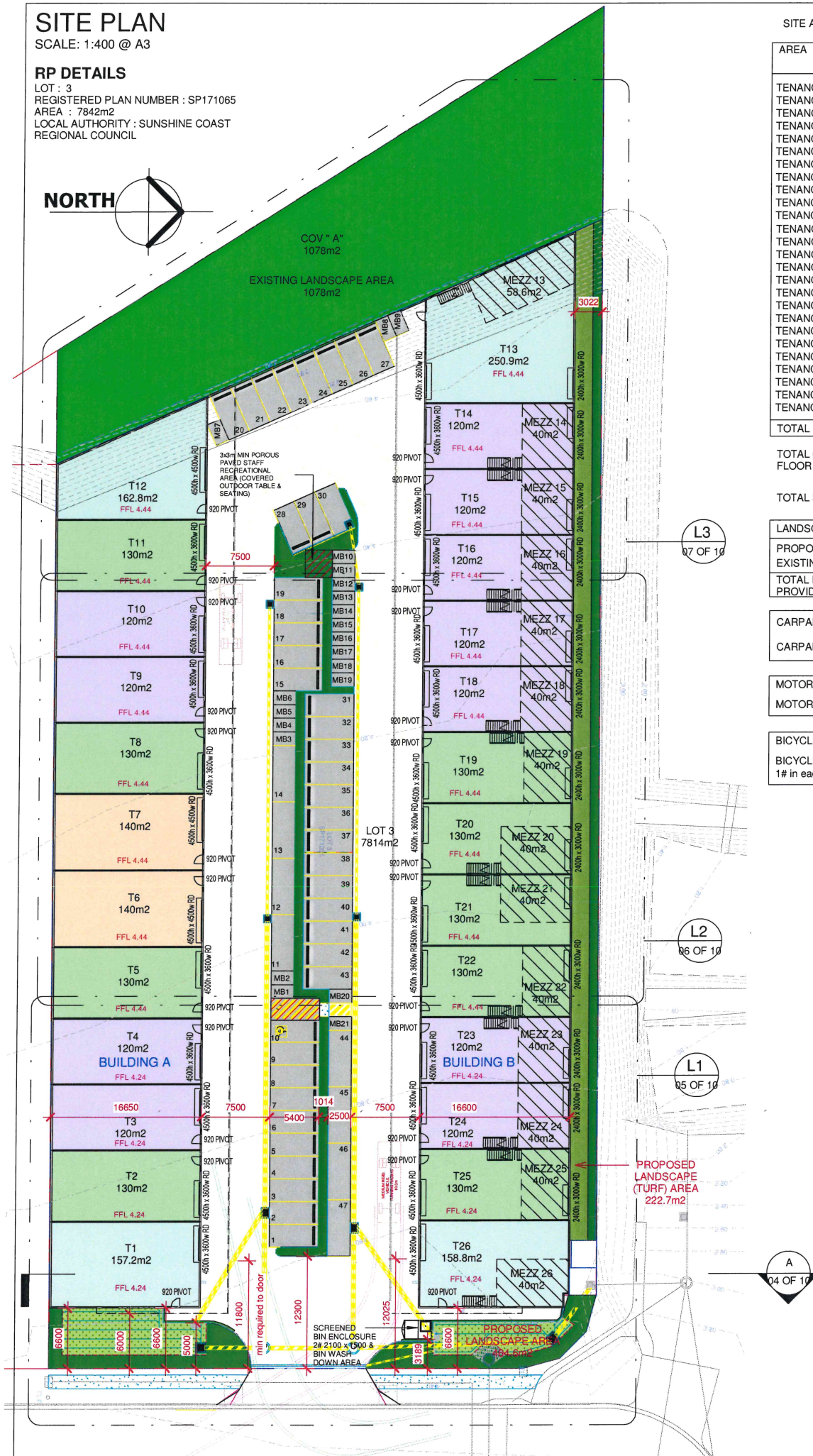
# SITE PLAN

SCALE: 1:400 @ A3

## RP DETAILS

LOT : 3  
REGISTERED PLAN NUMBER : SP171065  
AREA : 7842m<sup>2</sup>  
LOCAL AUTHORITY : SUNSHINE COAST  
REGIONAL COUNCIL

NORTH



SITE AREA 7842m<sup>2</sup>

AREA	GROUND FLOOR	MEZZANINE FLOOR
TENANCY 1	157.2m <sup>2</sup>	
TENANCY 2	130m <sup>2</sup>	
TENANCY 3	120m <sup>2</sup>	
TENANCY 4	120m <sup>2</sup>	
TENANCY 5	130m <sup>2</sup>	
TENANCY 6	140m <sup>2</sup>	
TENANCY 7	140m <sup>2</sup>	
TENANCY 8	130m <sup>2</sup>	
TENANCY 9	120m <sup>2</sup>	
TENANCY 10	120m <sup>2</sup>	
TENANCY 11	130m <sup>2</sup>	
TENANCY 12	162.8m <sup>2</sup>	
TENANCY 13	250.9m <sup>2</sup>	58.6m <sup>2</sup>
TENANCY 14	120m <sup>2</sup>	40m <sup>2</sup>
TENANCY 15	120m <sup>2</sup>	40m <sup>2</sup>
TENANCY 16	120m <sup>2</sup>	40m <sup>2</sup>
TENANCY 17	120m <sup>2</sup>	40m <sup>2</sup>
TENANCY 18	120m <sup>2</sup>	40m <sup>2</sup>
TENANCY 19	130m <sup>2</sup>	40m <sup>2</sup>
TENANCY 20	130m <sup>2</sup>	40m <sup>2</sup>
TENANCY 21	130m <sup>2</sup>	40m <sup>2</sup>
TENANCY 22	130m <sup>2</sup>	40m <sup>2</sup>
TENANCY 23	120m <sup>2</sup>	40m <sup>2</sup>
TENANCY 24	120m <sup>2</sup>	40m <sup>2</sup>
TENANCY 25	130m <sup>2</sup>	40m <sup>2</sup>
TENANCY 26	158.8m <sup>2</sup>	40m <sup>2</sup>
TOTAL	3499.7m <sup>2</sup>	578.6m <sup>2</sup>

TOTAL GROUND & MEZZ FLOOR AREAS 4078.3m<sup>2</sup>

TOTAL SITE COVER 3499.7m<sup>2</sup> 44.6%

LANDSCAPE REQUIRED	10.0%	784.2m <sup>2</sup>
PROPOSED LANDSCAPE	8.76%	687.3m <sup>2</sup>
EXISTING LANDSCAPE	13.74%	1078m <sup>2</sup>
TOTAL LANDSCAPE PROVIDED	22.5%	1765.3m <sup>2</sup>

CARPARKS REQUIRED	45.7
CARPARKS PROVIDED	47

MOTOR BIKES REQUIRED	20.3
MOTOR BIKES PROVIDED	21

BICYCLES REQUIRED	26
BICYCLES PROVIDED	26
1# in each tenancy	

building  
suncoast  
green

building | design | town planning

6 Lorraine Avenue  
Maroocha Beach, QLD, 4573  
07 5448 8500  
buildgreen@bigpond.com  
www.buildingunscoastgreen.com.au  
QBCC Licence No. 65942

L	24.05.21	REVISED RENDER	SB	DJ
K	20.05.21	ADD ELEVATIONS	SB	DJ
J	19.04.21	ADD CIVIL & LANDSCAPE PLANS	SB	DJ
H	14.04.21	ADJUST TENANCY MEAS	SB	DJ
G	23.02.21	CLIENTS CHANGES	SB	DJ
F	19.02.21	3D VIEWS ADDED	SB	DJ
E	09.02.21	CLIENTS CHANGES	SB	DJ
D	27.01.21	CLIENTS CHANGES	SB	DJ
C	27.01.21	INCREASED BUILDING FOOTPRINT	SB	DJ
B	08.10.20	SKETCH ISSUED	SB	DJ
A	02.10.20	SKETCH ISSUED	SB	DJ

Issue Date Subject Initial Auth

Amendments

Client KARLOO CONSTRUCTIONS  
LOT 3 PAGE STREET, KUNDA PARK

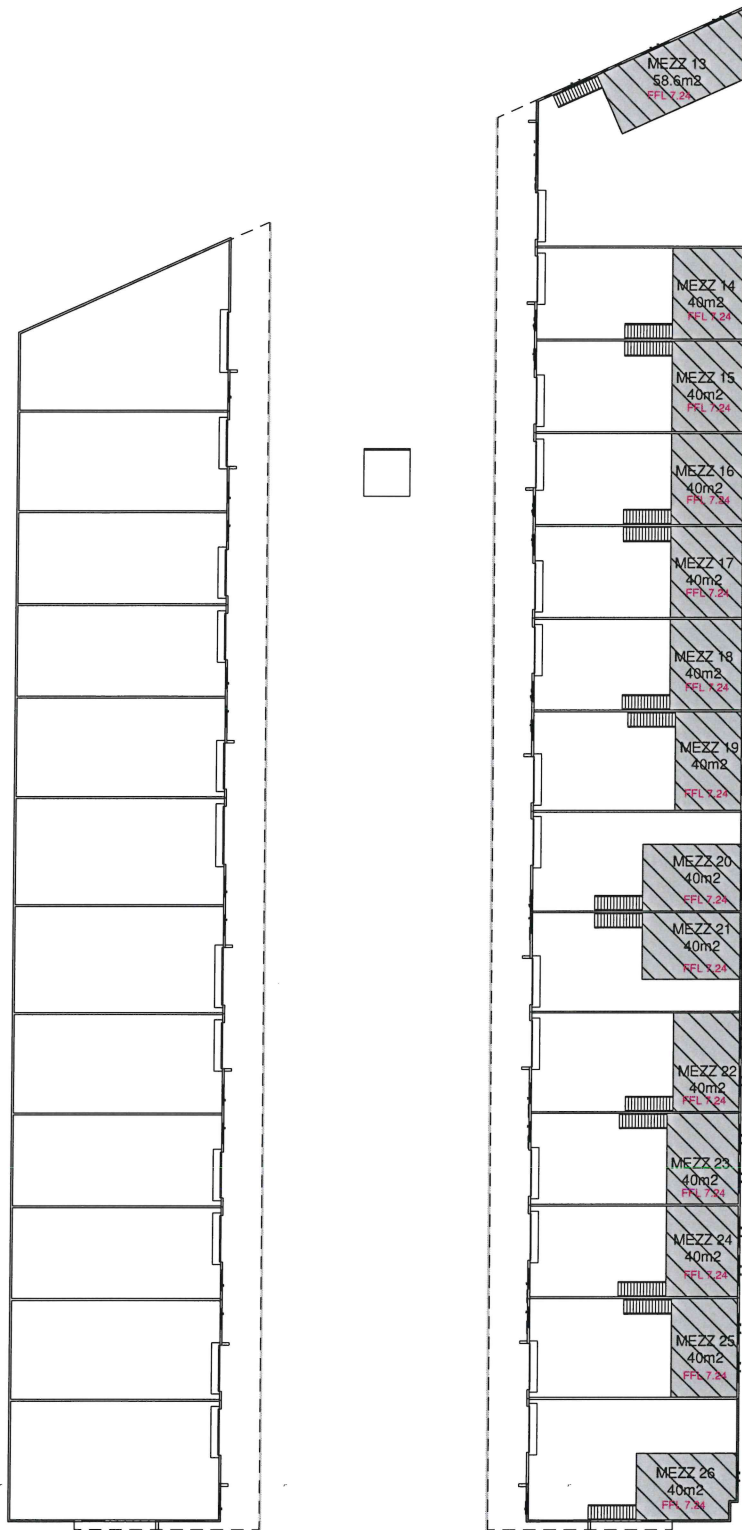
Drawing Description

SITE PLAN

Drawn SB Checked DJ  
Scale As indicated Date 08.10.20  
Project No. 2020-55 Sheet No. 01 OF 10

SKETCH

Issue L



# UPPER FLOOR PLAN

SCALE: 1:400 @ A3



**building  
suncoast  
green**

building | design | town planning

6 Lorraine Avenue  
Marcoola Beach, QLD, 4573  
07 5448 8500  
buildgreen@bigpond.com  
www.buildingsuncoastgreen.com.au  
QBCC Licence No. 65942

L	24.05.21	REVISED RENDER	SB	DJ
P	20.05.21	ADD ELEVATIONS	SB	DJ
N	15.05.21	ADD CIVIL & LANDSCAPE PLANS	SB	DJ
J	20.04.21	ADJUST TENANCY AREAS	SB	DJ
H	14.04.21	PFL CORRIDORS / RAMP	SB	DJ
G	23.02.21	CLIENT'S CHANGES	SB	DJ
F	19.02.21	3D VIEWS ADDED	SB	DJ
E	09.02.21	CLIENT'S CHANGES	SB	DJ
D	27.01.21	CLIENT'S CHANGES	SB	DJ
C	27.01.21	INCREASED BUILDING FOOTPRINT	SB	DJ
B	08.10.20	SKETCH ISSUED	SB	DJ
A	02.10.20	SKETCH ISSUED	ST	DJ

Issue	Date	Subject	Initial	Auth
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## Amendments

Client KARLOO CONSTRUCTIONS  
LOT 3 PAGE STREET, KUNDA PARK

## Drawing Description UPPER LEVEL FLOOR PLAN

Drawn SB Checked DJ  
Scale As indicated Date 08.10.20  
Project No. 2020-55 Sheet No. 02 OF 10  
SKETCH Issue L

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## **PART 4**

### **PRELIMINARY SCHEDULE OF FINISHES**

The Schedule of Finishes is noted by the Seller as being "Preliminary". The Buyer acknowledges that, at the date of the Contract, the Seller is still finalising the Schedule of Finishes. The Buyer acknowledges and agrees that the Seller has the right to vary the Preliminary Schedule of Finishes in accordance with the terms of the Contract.



## Specifications

24-Jun-21

Address

Lot 2 Page St, Kunda Park

<b>Air conditioning</b>	No Airconditioning included	
<b>Aluminium Features</b>	600mm colorbond colour awnings & aluminium window blades	
<b>Bin area</b>	Aluminium powder coated slats	
<b>Cabinetry</b>	Laminated board with a set of draws and a stainless-steel sink with flickmixer allowance \$990 each	
<b>Concrete</b>	<b>Slab</b>	Concrete 150 mm thick at 32mpa strength
	<b>Driveways &amp; Hardstand</b>	Concrete 150mm thick at 32mpa strength Concrete crossover 175mm thick 32mpa strength
	<b>Walls exterior</b>	Concrete 150mm thick
<b>Doors - External</b>	Aluminium and glass Fitted with security plates where required	
<b>Doors - Internal</b>	Redicote hollow Core door Satin chrome Lane Colleter Entrance door handles	
<b>Electrical</b>	LED high bay lights to warehouse and toilets. 2x powerpoints in kitchen	
<b>Floorcoverings</b>	<b>Tiles</b>	To Toilets only including floor, Shower at 1200mm x 1200mm wide x 2100mm high, Skirting tiles at 150mm high, Splash back 300mm high to kitchenettes, \$30 /sq. metre allowance
	<b>Carpet</b>	n/a
	<b>Vinyl</b>	n/a
<b>Landscaping</b>	As per councils requirements	
<b>Letterboxes</b>	Aluminium powdercoated Commercial letterboxes in block wall	
<b>Linemarking</b>	47 carparks / 21 motorbike parks	
<b>NBN</b>	Cabling to each unit, no phone connection supplied.	
<b>Painting</b>	Texture to external Concrete tilt panels Only panels facing the road, driveway, and northern side to be painted Internal painting is a 3-coat system No paint to internal concrete walls	
<b>Plumbing</b>	<b>Hot Water</b>	25 litre electric storage
	<b>Kitchen Sink</b>	Stainless single bowl & standard taps
	<b>Shower</b>	Shower rose & taps
	<b>Toilet roll holders</b>	Chrome plated steel
	<b>Disabled Toilets</b>	Tasman Mk 2 Link Suite or similar + all grab rails
	<b>Vanities</b>	Caroma 500 wall basin & taps or similar
<b>Roller Doors</b>	Colourbond colour finish with motors	
<b>Roof</b>	Metal zincalume trimdeck with 55mm insulation Colourbond soffit sheets to roof awnings	
<b>Signage</b>	No allowance	
<b>Windows</b>	Aluminium and glass windows and doors	

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## **PART 5**

### **PROPOSED ANNUAL BUDGET AND SCHEDULE OF CONTRIBUTIONS**

# 2 PAGE STREET



## DRAFT Proposed Administrative Fund Budget for the First Twelve Month Period

Number of Lots:

26

	Amount	Rate per lot	Description
<b>ADMIN FUND</b>			
Bank Fees/Charges	\$200.00		
Body Corporate - Management Fees	\$5,148.00	\$198.00	<i>GST Inclusive</i>
Body Corporate - Printing, Postage & Stationery	\$2,002.00	\$77.00	
Community Power (Net)	\$1,500.00		<i>Common Areas</i>
Fire Equipment & Servicing	\$1,000.00		
Gardens & Grounds - Common Property	\$1,500.00		
Income Tax Return Fee	\$198.00		<i>GST Inclusive</i>
R & M General	\$200.00		
R & M Plumbing	\$400.00		
Software Licensing Fee	\$405.60	\$15.60	
Water Rates	\$1,000.00		
<b>SUB-TOTAL OF ADMIN FUND</b>	<b>\$13,553.60</b>		
Allowance for 20% Discount	\$3,388.40		
<b>TOTAL ADMIN FUND</b>	<b>\$16,942.00</b>		
<b>INSURANCE - replacement and reinstatement</b>	<b>\$18,000.00</b>	Based on estimated	
Allowance for 20% Discount	\$4,500.00		
<b>TOTAL INSURANCE FUND</b>	<b>\$22,500.00</b>		
<b>SUB TOTAL SINKING FUND</b>	<b>\$13,000.00</b>	Based on estimated	
Allowance for 20% Discount	\$3,250.00		
<b>TOTAL SINKING FUND</b>	<b>\$16,250.00</b>		
<b>TOTAL NET BUDGET</b>	<b>\$44,553.60</b>		
<b>TOTAL ALLOWANCE FOR 20% DISCOUNT</b>	<b>\$11,138.40</b>		
<b>TOTAL GROSS BUDGET</b>	<b>\$55,692.00</b>		

This budget has been prepared by Lifestyle Strata in conjunction with the Developer of 2 Page Street.

While every reasonable care has been taken in the preparation of this budget and all particulars contained herein are believed to be correct at the time of printing.

Interested parties must rely upon their own inspections of the Body Corporate Records & Disclosure material.

All prices, entitlements and details are subject to change.



# 2 PAGE STREET



## Schedule of Proposed Contributions

Total Number of Lots	26
Levy - Due Dates for Payment	Quarterly
Replacement and reinstatement insurance contribution per unit of interest lot entitlement	\$ 1.80
Administration fund (without replacement and reinstatement insurance) contribution per unit of contribution lot entitlement	\$ 1.36
Sinking fund contribution per unit of contribution lot entitlement	\$ 1.30

			*	*	*	***		
Lot / Unit Number	Contribution Entitlements	Interest Entitlements	Administration Fund	Sinking Fund	Insurance Contribution (Building)	Total Annual Contribution	Total Quarterly Yearly Contribution	Total Weekly Contribution
1	415	455	\$562.47	\$539.50	\$819.00	\$1,920.97	\$ 480.24	\$36.94
2	379	343	\$513.68	\$492.70	\$617.40	\$1,623.78	\$ 405.95	\$31.23
3	364	296	\$493.35	\$473.20	\$532.80	\$1,499.35	\$ 374.84	\$28.83
4	364	296	\$493.35	\$473.20	\$532.80	\$1,499.35	\$ 374.84	\$28.83
5	379	321	\$513.68	\$492.70	\$577.80	\$1,584.18	\$ 396.05	\$30.47
6	393	345	\$532.66	\$510.90	\$621.00	\$1,664.56	\$ 416.14	\$32.01
7	393	345	\$532.66	\$510.90	\$621.00	\$1,664.56	\$ 416.14	\$32.01
8	379	321	\$513.68	\$492.70	\$577.80	\$1,584.18	\$ 396.05	\$30.47
9	364	296	\$493.35	\$473.20	\$532.80	\$1,499.35	\$ 374.84	\$28.83
10	364	296	\$493.35	\$473.20	\$532.80	\$1,499.35	\$ 374.84	\$28.83
11	379	321	\$513.68	\$492.70	\$577.80	\$1,584.18	\$ 396.05	\$30.47
12	422	402	\$571.96	\$548.60	\$723.60	\$1,844.16	\$ 461.04	\$35.46
13	545	722	\$738.67	\$708.50	\$1,299.60	\$2,746.77	\$ 686.69	\$52.82
14	364	381	\$493.35	\$473.20	\$685.80	\$1,652.35	\$ 413.09	\$31.78
15	364	381	\$493.35	\$473.20	\$685.80	\$1,652.35	\$ 413.09	\$31.78
16	364	381	\$493.35	\$473.20	\$685.80	\$1,652.35	\$ 413.09	\$31.78
17	364	381	\$493.35	\$473.20	\$685.80	\$1,652.35	\$ 413.09	\$31.78
18	364	381	\$493.35	\$473.20	\$685.80	\$1,652.35	\$ 413.09	\$31.78
19	379	408	\$513.68	\$492.70	\$734.40	\$1,740.78	\$ 435.20	\$33.48
20	379	408	\$513.68	\$492.70	\$734.40	\$1,740.78	\$ 435.20	\$33.48
21	379	408	\$513.68	\$492.70	\$734.40	\$1,740.78	\$ 435.20	\$33.48
22	379	408	\$513.68	\$492.70	\$734.40	\$1,740.78	\$ 435.20	\$33.48
23	364	381	\$493.35	\$473.20	\$685.80	\$1,652.35	\$ 413.09	\$31.78
24	364	381	\$493.35	\$473.20	\$685.80	\$1,652.35	\$ 413.09	\$31.78
25	379	424	\$513.68	\$492.70	\$763.20	\$1,769.58	\$ 442.40	\$34.03
26	417	518	\$565.19	\$542.10	\$932.40	\$2,039.69	\$ 509.92	\$39.22
26	10000	10000	\$13,553.60	\$13,000.00	\$18,000.00	\$44,553.60	\$ 11,138.40	\$856.80

This budget has been prepared by Lifestyle Strata in conjunction with the Developer of 2 Page Street.

While every reasonable care has been taken in the preparation of this budget and all particulars contained herein are believed to be correct at the time of printing.

Interested parties must rely upon their own inspections of the Body Corporate Records & Disclosure material.

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## **PART 6**

### **BODY CORPORATE MANAGER ADMINISTRATION AGREEMENT**





## Administration Agreement: Engagement of a Body Corporate Manager

For use by SCA (Qld) members with a Corporate Membership

This Agreement is made on

### BETWEEN

The Body Corporate for 2 PAGE STREET

CTS TBA

of 2 PAGE STREET KUNDA PARK QLD 4556

("the Body Corporate")

### AND

LIFESTYLE STRATA PTY LTD

ACN / ABN 168076220

of SHOP 1, 6 NORVAL COURT MAROOCHYDORE QLD 4558

("the Manager")

### ABOUT THIS AGREEMENT

This Agreement is produced by SCA (Qld). It provides for the engagement of a body corporate manager by a body corporate.

This Agreement may only be used by body corporate managers holding a *Corporate Membership Certificate* issued by SCA (Qld).

Under this Agreement, the Body Corporate appoints the Manager as the body corporate manager for the Scheme.

### TERMINATION OF THE AGREEMENT

This Agreement is a binding legal document. The engagement of the body corporate manager may be terminated only in accordance with Clause 12.

### TERM, OPTIONS AND PRICES

This Agreement may be for a term of up to three years (including options) - See Clause 3.

All costs expressed in dollar (\$) terms **exclude** any applicable GST - See Clause 14.

### SPECIAL CONDITIONS TO THE AGREEMENT

Any special conditions to this Agreement appear in Item K.

### COPYRIGHT AND REPRODUCTION

The copyright in this Agreement is owned by SCA (Qld). Only a Manager who holds a current *Corporate Membership Certificate* issued by SCA (Qld) or other person authorised in writing by SCA (Qld) may use this Agreement or reproduce it for the purpose of the manager's use only (including scanned copies for electronic archival). In all other cases reproduction, including retyping, of this Agreement is prohibited without prior written consent of SCA (Qld).

### FURTHER ADVICE

Body corporate managers and others seeking to use this Agreement should obtain independent legal advice if questions exist concerning any provisions contained within this Agreement.





## STANDARD CONDITIONS

### 1. INTRODUCTION

- 1.1 All words having a defined meaning in the Act have the same meaning in this Agreement (unless the context otherwise requires).
- 1.2 In this Agreement, terms in bold in the Reference Schedule have the meanings shown opposite them.
- 1.3 Unless the context otherwise permits -
  - a) "Act" means the *Body Corporate and Community Management Act (Qld) 1997*;
  - b) "Additional Services" means those services stated in Item G of the Reference Schedule;
  - c) "Agreed Services" means those services stated in Item F of the Reference Schedule;
  - d) "Authorised Powers" means all those powers of the executive committee members of the Body Corporate that are capable of exercise by a body corporate manager under the Act unless otherwise amended or excluded under the Special Conditions to this Agreement;
  - e) "Committee" means the committee chosen by the Body Corporate pursuant to the Act;
  - f) "CPI" means the Consumer Price Index (All Groups) for Brisbane as published by the Australian Bureau of Statistics;
  - g) "Disbursements" means the disbursements listed in Item E of the Reference Schedule;
  - h) "Module" means the regulation module of the Act applying to the Scheme from time to time, which at the commencement of this Agreement is the module referred to in Item J of the Reference Schedule;
  - i) "Privacy Act" means the *Privacy Act 1988 (Cth)*;
  - j) "Reference Schedule" means the reference schedule annexed to this Agreement;
  - k) "Review Date" means each anniversary of the commencement date of this Agreement;
  - l) "SCA (Qld)" means Strata Community Association (Qld) Limited ACN 163 881 927;
  - m) "Scheme" means the community title scheme for which the Body Corporate is the body corporate;
  - n) "Special Conditions" means the special conditions noted in Item K of the Reference Schedule;
  - o) "Standard Conditions" means the standard conditions applying to this Agreement;
  - p) "Term" means the term set out in Item A of the Reference Schedule.

- 1.4 A reference to an Item is a reference to the applicable item in the Reference Schedule.
- 1.5 This Agreement comprises the:
  - a) Standard Conditions;
  - b) Special Conditions (if any); and
  - c) Reference Schedule.
- 1.6 Where there is any inconsistency between any Special Condition to this Agreement and the Standard Conditions, the Special Condition prevails.

### 2. WHAT IS THIS AGREEMENT?

- 2.1 The Body Corporate appoints the Manager as the body corporate manager for the Scheme and the Manager accepts the appointment.
- 2.2 The Manager is engaged by the Body Corporate (as an independent contractor and not as an employee of the Body Corporate) to supply administrative services only (comprising the Agreed Services and the Additional Services, where applicable, to the Body Corporate.
- 2.3 The parties acknowledge and agree that the appointment of the Manager is not an engagement of the Manager under Chapter 3 Part 5 of the Module.
- 2.4 For the avoidance of doubt, the Body Corporate acknowledges and agrees that this Agreement is not a property maintenance agreement and that the Manager is not required under this Agreement to carry out any property maintenance for the Scheme.

### 3. WHAT IS THE TERM OF THIS AGREEMENT?

- 3.1 The Manager is appointed for the Term.

### 4. WHAT ARE THE DUTIES OF THE MANAGER UNDER THIS AGREEMENT?

- 4.1 The Manager must supply the Agreed Services stated in Item F to the Body Corporate in accordance with the terms of this Agreement.
- 4.2 The Manager may supply the Additional Services stated in Item G to the Body Corporate at the Body Corporate's request.
- 4.3 The Body Corporate must pay the Manager the Additional Fees for the provision of the Additional Services



4.4 During the Term, the Manager shall have the custody of the common seal of the Body Corporate.

4.5 The Manager will at all times comply with:

- a) the Act;
- b) the Module;
- c) the code of conduct in the Act applying to body corporate managers; and
- d) the *Code of Conduct* published by SCA (Qld).

4.6 The Body Corporate will use its best endeavours to ensure the voting committee members are at all times aware of their obligations under the Act and shall comply with the code of conduct in the Act applying to voting committee members.

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

- 5.1 The Body Corporate authorises the Manager to exercise the Authorised Powers.
- 5.2 The Manager shall only exercise the Authorised Powers to facilitate the performance of the Agreed Services or any Additional Services.
- 5.3 The Manager is not under any obligation to exercise the Authorised Powers except to the extent necessary to facilitate the performance of the Agreed Services and the Additional Services.
- 5.4 Without limiting clause 5.2, the Manager is specifically authorised to administer funds controlled by the Body Corporate.
- 5.5 The authorisation given by the Body Corporate to the Manager to exercise the Authorised Powers under this clause 5 does not:
  - a) make the Manager responsible for performing the statutory functions of the Body Corporate or the Committee;
  - b) relieve the Body Corporate or the Committee of their statutory functions.
- 5.6 The Body Corporate specifically authorises the Manager to:
  - a) obtain quotations for insurances required to be effected by the Body Corporate under the Act or the Module;
  - b) effect, on behalf of the Body Corporate such insurances as the Body Corporate directs the Manager to obtain;
  - c) pay insurance premiums from the Bodies Corporate funds; and

- d) submit insurance claims to the Body Corporate's insurers which the Body Corporate acknowledges forms part of the Additional Services.

5.7 The Body Corporate agrees and acknowledges that the Manager, in performing the service under clause 5.6, is not providing advice, nor is the Manager obliged to provide advice as to what insurance policy or policies the Body Corporate ought effect and the Body Corporate agrees and acknowledges it does not rely on the Manager (nor is it reasonable to rely on the Manager) to advise in respect of which insurances may be suitable for the Body Corporate and/or the extent, nature, level or appropriateness of any insurance policy effected from time to time by the Body Corporate.

## 6. HOW IS THE MANAGER TO BE PAID?

6.1 The Body Corporate must pay the Manager:

- a) for the performance of the Agreed Services – the fee stated in Item B (as reviewed in accordance with this Agreement) at the time indicated in Item B;
- b) for the performance of the Additional Services – the fees stated in Item C (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties; and
- c) for Disbursements associated with the provisions of the Agreed Services or the Additional Services – the amount stated in Item E (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties.

6.2 The Manager may -

- a) charge the Body Corporate for Disbursements at the rates stated in Item E for the Agreed Services and Additional Services (which may include a margin above cost to the Manager);
- b) keep fees received by it for:
  - (a) information which the Manager must supply about the Body Corporate under the Act or the Module (e.g. an information certificate under section 205 of the Act);
  - (b) services supplied at the request of lot owners (e.g. information required to prepare a disclosure statement under section 206 of the Act); and
- c) retain commissions paid to it by the providers of services to the Body Corporate as disclosed in Item I.

6.3 The Body Corporate must pay fees for Agreed Services, the Additional Fees and the Disbursements by EFT or direct debit (at the election of the Manager) to the Manager's nominated account, or otherwise as directed by the Manager from time to time.



6.4 When the Term is greater than one (1) year, the Body Corporate agrees that on each anniversary of the commencement date of this Agreement the Manager may increase the fee for the Agreed Services to an amount which is the greater of:

- a) The fee paid for the immediately preceding year increased by the fixed percentage increase amount stated in Item D; and
- b) The amount calculated using the following formula:

$$A \times \frac{B}{C}$$

where:

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

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

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

The increased fee for the Agreed Services is payable by the Body Corporate from that date which is the anniversary of the commencement date of this Agreement notwithstanding the fees may not be reviewed until after that date.

6.5 The Body Corporate agrees that the fees and charges payable for the Additional Services and Disbursements may be increased by the Manager on 1 July each year following commencement of this Agreement and the Body Corporate must pay the increased fees and charges by the Manager at the reviewed rate from time to time.

## 7. HOW DOES THE BODY CORPORATE GIVE INSTRUCTIONS TO THE MANAGER?

- 7.1 The Body Corporate must nominate in writing a person who must be a voting committee member to communicate with the Manager on behalf of the Body Corporate (the Nominee). In the event that no person is nominated by the Committee, the chairperson of the Committee is taken to be the Nominee.
- 7.2 The Body Corporate may replace the Nominee by written notice to the Manager.

## 8. DISCLOSURE OF ASSOCIATES

- 8.1 If the Body Corporate considers and/or proposes to enter into a contract for the supply of goods and /or services from a provider and that provider is an associate of the Manager, then the Manager must disclose the relationship to the Body Corporate:

- a) if the Manager is aware of the proposed contract then before the contract is entered into; or
- b) otherwise in the shortest practicable time after it becomes aware that the contract is being and/or has been entered into.

8.2 The Manager discloses that at the commencement of this Agreement it is associated with the providers of goods and services stated in Item H and that shall be sufficient disclosure of these relationships for the purposes of clause 8.1 and the disclosure requirement in the Module.

8.3 Where the Manager has an arrangement with the provider of goods and/or services, and the Manager is entitled to receive a commission if the Body Corporate enters into a contract with that provider, then:

- a) the details (including the commission, payment or other benefit) of any existing arrangement between the Manager and the provider as at the commencement of this Agreement are disclosed in Item I and the Body Corporate acknowledges such disclosure satisfies the disclosure requirements in the Module; or
- b) for a new arrangement entered into after the commencement of this Agreement - the Manager must disclose to the Body Corporate the details of that arrangement before accepting any commission from the provider.

8.4 With the exception of any arrangement disclosed by the Manager as described in clause 8.3, the Manager must not, without the prior consent of the Body Corporate receive any commission from any contractor or supplier because the Body Corporate entered into an agreement with the contractor or supplier.

## 9. RELEASE & INDEMNITY BY THE BODY CORPORATE

9.1 The Body Corporate:

- a) Releases, discharges and forever 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 any act or omission of the Body Corporate that did not result from a negligent act or omission of the Manager; and
- b) Indemnifies and keeps indemnified the Manager against any damages, losses, liabilities, costs, expenses or claims incurred by the Manager (including the Manager being made a party to any litigation commenced by or against the Body Corporate) arising from or in connection with any act or omission of the Body Corporate that did not result from a negligent act or omission of the Manager.

## 10. BODY CORPORATE WARRANTY

- 10.1 The Body Corporate warrants it has validly passed any necessary resolutions required to enable it to enter into this Agreement with the Manager or give any authorisation to the Manager under it.



#### 11. TRANSFER OF THIS AGREEMENT

- 11.1 This Agreement may be transferred by the Manager only in accordance with the Act.

other in claiming any input tax credit, adjustment or refund for any GST payable under this Agreement.

#### 12. TERMINATING THIS AGREEMENT

- 12.1 Either party may terminate this Agreement in accordance with the Act and/or the Module.
- 12.2 The Manager may terminate this Agreement at any time and for any reason by giving 60 days written notice to the Body Corporate.
- 12.3 If the Body Corporate fails to pay the Manager any amount owing to it under this 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:
- a) the Manager may terminate this Agreement by giving 30 days written notice to the Body Corporate; and
  - b) 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

#### 15. MISCELLANEOUS

- 15.1 Any notice required to be given or served by either party to this Agreement shall be given or served in the same manner as is provided for in the *Property Law Act (Qld) 1974*.
- 15.2 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force unless the basic purposes of this Agreement would be defeated by severance of the offending provision. This Agreement shall be governed and construed with reference to the laws in force in the state of Queensland.

#### 16. PRIVACY ACT

- 16.1 If the Manager holds Personal Information under this Agreement, the Manager must, subject to the Act, comply with Australian Privacy Principle 11 set out in Schedule 1 of the Privacy Act. For the purposes of this clause, "Personal Information" has the same meaning as in the Privacy Act.

#### 13. BODY CORPORATE RECORDS

- 13.1 On expiry or earlier termination of this Agreement, the Manager must deliver to the Body Corporate its seal and the records and other documents in accordance with the Act and the Module.
- 13.2 The Manager acknowledges that it does not have a lien over the seal and the records and other documents of the Body Corporate.
- 13.3 Without any obligation to on the part of the Manager, the Body Corporate authorises the Manager to hold any document of the Body Corporate in photographic or electronic image form.

#### 14. GOODS AND SERVICES TAX

- 14.1 For the purposes of this clause, a goods and services tax ("GST") 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.
- 14.2 Unless GST is expressly included, any fee or consideration expressed to be payable by the Body Corporate under any part of this Agreement does not include any GST that may be payable on the supply for which the fee or consideration is paid.
- 14.3 The Body Corporate must pay to the Manager, in addition to any fee or consideration payable for the Agreed Services, Additional Services or Disbursements, any additional amount of GST payable on the supply of those services.
- 14.4 The Body Corporate and the Manager agree to do all things, including providing tax invoices and other documentation, necessary or desirable to assist the

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## REFERENCE SCHEDULE

### ITEM

<b>A. TERM (clause 3)</b>		Preparation of Application / Submission to Commissioner for Body Corporate per hour	\$150.00
3 years and	0 months	Arranging for Lodgement of Documents with Dept. of Natural Resources & Mines – per doc	\$50.00
commencing on Click or tap to enter a date.		Liaison with Lawyers or Other Professionals - per hour	\$150.00
and ending on Click or tap to enter a date.		Body Corporate Setup Fee	At Cost
Does the Manager hold a SCA (Qld) Corporate Membership?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Body Corporate Setup Fee of Additional Stages	At Cost
Does the Manager have professional indemnity insurance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Stratamax Transfer Fee	At Cost
If so, how much?	\$2,000,000.00	Finalisation/handover of Body Corporate Records (excluding archive retrieval)	\$200.00
This appointment will be extended by the Body Corporate for an additional period of one year from the end of each proceeding period unless the Body Corporate decides at General Meeting prior to the end of the period not to extend this appointment.		Archive storage fee Per lot per annum	\$8.00
The parties agree that this contract (after allowing for renewals mentioned above) will not run for more than three years from the commencement date.		Retrieval of Archive records Plus admin staff hourly rate and re-filing	\$40.00
<b>B. FEES FOR AGREED SERVICES</b>		Software License Fee	At Cost
The fee for Agreed Services shall be		Teleconference Call	At Cost
\$180.00 (insert \$ value)		<b>Repairs and Maintenance</b>	
Per lot, per annum payable in advance on the basis indicated right:		Attending to the arrangements for maintenance of the common property or Body Corporate assets where Lifestyle Strata Pty Ltd agrees to carry out as an additional service:	
Quarterly (insert period)		Office Administration charge of \$80.00 plus GST per invoice for work organized by Lifestyle Strata.	
<b>C. ADDITIONAL FEES</b>		<b>Note:</b>	
Director(s)	per hour	(a) Repair and maintenance work is outside the scope of Standard Duties under this contract in accordance with clause 2.4 of the Standard conditions.	
Consultants	per hour	Charges for some major maintenance arrangements may be made at rates set out elsewhere in this schedule.	
Body Corporate Managers	per hour	On site attendance at scheme or other attendance outside Lifestyle Strata Pty Ltd office with contractors, owners or other professionals \$150.00 per hour or part thereof.	
Accountant	per hour	<b>Recovery of Outstanding Levies.</b>	
Secretarial Staff	per hour	The Body Corporate Manager is entitled to 50% of any forfeited discount and any penalty received.	
Extraordinary General Meetings	per hour	For Liaison with the Debt Collector, Correspondence and Supervision of Follow-up the Administrative Staff hourly rate as set out elsewhere in this schedule may be charged.	
Additional Committee Meetings	per hour		
Attendance at afterhours meetings (Outside of Mon-Fri 9.00am to 5.00pm)	per hour		
Insurance Renewals/Claim Processing Where Lifestyle Strata is not appointed an agent or representative	per hour		
Preparation of Information for Audit of Records Or \$80.00 per building whichever is the higher	\$10.00 per lot		
Preparation of Information for Business Activity Statement (BAS)	\$250.00		
Preparation of Information for Income Tax Return	\$50.00		



#### D. FIXED PERCENTAGE INCREASE

The fixed percentage increase is the higher of CPS or 3%

#### E. DISBURSEMENTS

Are the Disbursements for the Agreed Services ☒ Flat Rate per lot  
☐ Cost per item

Are the Disbursements for the Additional Services ☐ Flat Rate per lot  
☒ Cost per item

The disbursements are as follows

##### Flat Rate Per Lot

Fixed amount per annum: \$70.00

Where the Body Corporate has agreed to a flat rate arrangement for disbursements, the following charges only apply to the carrying out of duties outside the scope of the agreed services stated in item F of the Reference Schedule of this agreement. If no extra duties are carried out, no additional fees are charged.

##### Cost per Item

Telephone – Local calls:	At Cost
Telephone - Mobile:	At Cost
Telephone – Long distance (within Aust.):	At Cost
Telephone – Long distance (overseas):	At Cost
Photocopying (1x single-sided copy):	\$0.40 per page
Photocopying (1x double-sided copy):	\$0.60 per page
Photocopying (1x single sided copy colour):	\$1.60 per page
Photocopying (1x double sided copy colour):	\$3.00 per page
Photocopying (A3 and other):	At Cost
Computer laser prints – A4 page:	At Cost
Envelopes – Standard DL:	\$0.20
Envelopes – Other:	At Cost
Postage – DL envelopes:	At Cost
Postage – Other:	At Cost
Envelopes - Secret Ballot:	At Cost
Email – outgoing/incoming	\$1.60
Letterhead	\$0.50

#### F. AGREED SERVICES

The agreed services are as follows:

##### Secretarial

- Convene and attend the Annual General Meeting up to the number of hours: 2
- Call nominations for the position of executive and ordinary members of the Committee.
- Prepare and distribute the notice of annual general meeting and ancillary documentation.
- Record and distribute minutes of annual general meeting.
- Prepare and distribute notices for committee meetings based upon the following number of meetings: 1
- Attend Committee Meetings based upon the following number of meetings: 1  
and up to the following number of hours per meeting: 2
- Record and distribute the minutes of committee meetings based upon the following number of meetings: 1
- Arrange for the appointment of a returning officer.

*The engagement of the returning office will be an additional expense to the Body Corporate (if required for a general meeting).*

##### Financial

- Open, maintain and operate a bank account for the administrative fund and the sinking fund.
- Prepare a statement of accounts for each financial year
- Prepare a draft budget for each financial year.
- Issue notices to lot owners for payment of contributions.
- Receipt and bank levies.
- Process and pay accounts.
- Prepare financial records and statements as required by the Regulations for the Module stated in Item J.

##### Administrative

- Pay insurance premiums and organise renewal quotations for renewals.
- Establish and maintain the roll and registers
- Maintain and keep records
- Make available the records for inspection

##### Other agreed services:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_



#### G. ADDITIONAL SERVICES

- Any Agreed Services required to be undertaken outside of normal business hours
- Preparation of notice of meeting, distribution of minutes and attendance at meetings in excess of those stated as an Agreed Service
- Any reasonable and lawful request by the Body Corporate which is not stated as an Agreed Service
- Prepare and distribute other levy notices (e.g. utility on-charging notices)
- Advice provided to individual lot owners
- Preparation of Postal Poll to all owners
- Prepare invoices and pursuing collection or payments for monies owing to the Body Corporate by outside debtors e.g. share of dividing fence cost by neighbor.
- Preparation of resolutions outside of Committee Meetings (VOC)
- Insurance claims handling – other than when Lifestyle Strata Pty Ltd is the approved insurance Agent or Representative
- Preparation of Application / Submission to Commissioner for Body Corporate and Community Management or the Building Services Authority
- Arranging for lodgment and obtaining of documents with the DNRM (Titles Office).
- Arranging Term Deposits
- Preparation of BAS Application / Submission
- Liaising with Contractors/Professionals outside of the Office i.e. onsite/meetings
- Travel Costs to attend meetings held on site – where the building is not on the Sunshine Coast

Name of Company: Strata Community Insurance  
Commission Details: 15 - 20% on base premium

Name of Company: Regional Insurance Brokers  
Commission Details: 5 – 7.5% on base premium

Name of Company: Ausure Insurance Brokers  
Commission Details: 20% on base premium – Lifestyle  
Strata receives 20% of the commission paid to the broker

Name of Company: MGA Insurance Brokers  
Commission Details: 20% on base premium – Lifestyle  
Strata receives 50% of the commission paid to the broker

#### J. RELEVANT MODULE

- ☐ Standard ☒ Commercial  
☐ Accommodation ☐ Small Schemes

#### K. SPECIAL CONDITIONS (INCLUDING AMENDMENTS TO THE STANDARD CONDITIONS)

#### H. DISCLOSURE OF ASSOCIATES

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

NIL.

#### I. DISCLOSURE OF COMMISSIONS

Providers of services that pay a commission to the Manager

Name of Company: CHU Insurance Australia  
Commission Details: 15 - 20% on base premium  
Lifestyle Strata is an Authorised Representative of CHU Underwriting Agencies Pty Ltd for the purpose of providing insurance advice and arranging insurance through CHU in respect of CHU products. Lifestyle Strata will only make a general recommendation about a CHU product or give an opinion about the insurance policy (General Advice)."





## ***Administration Agreement: Engagement of a Body Corporate Manager***

*For use by SCA (Qld) members with a Corporate Membership Certificate*

THE COMMON SEAL of the Body Corporate for:

\_\_\_\_\_  
2 PAGE STREET CTS TBA

was affixed pursuant to an ordinary resolution of the Body  
Corporate in the presence of:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Designation)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Designation)

Click or tap to enter a date.

EXECUTED by  
pursuant to Section 126 of the Corporations Act 2001

\_\_\_\_\_  
(Signature of Director)  
THE COMMON SEAL OF LIFESTYLE STRATA PTY LTD  
Was affixed pursuant to the resolution of the Board of Director  
(or Director/Secretary) who certify that they are the proper officer to affix the seal.

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## **PART 7**

### **COMMUNITY MANAGEMENT STATEMENT**

THIS CMS MUST BE DEPOSITED WITH

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

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

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

Office use only  
CMS LABEL NUMBER

**1. Name of community titles scheme**

2 Page Street Community Titles Scheme

**2. Regulation module**

Commercial

**3. Name of body corporate**

Body Corporate for 2 Page Street Community Titles Scheme

**4. Scheme land**

Lot on Plan Description

See Enlarged Panel

Title Reference

See Enlarged Panel

**5. #Name and address of original owner**

Professional Developments Pty Ltd ACN 647 268 335  
trustee under Instrument 720586027  
123 Ballinger Road, Buderim, QLD 4556

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

Survey Plan 326017

# first community management statement only

**7. New CMS exemption to planning body community management statement notation (if applicable\*)**

Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

N/A

\*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

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

Professional Developments Pty Ltd ACN 647 268 335 by its duly  
constituted attorney, Paul Hayden McHugh / Alison Margaret Fleming,  
under Power of Attorney No. who declares  
he/she has received no notice of revocation

/ /  
**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 the department's website.

**4. Scheme land**

Lot on Plan Description

Title Reference

Common Property of 2 Page  
Street Community Titles Scheme

To issue

Lot 1 to 26 on SP 326017

To issue

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
Lot 1 on SP 326017	415	455
Lot 2 on SP 326017	379	343
Lot 3 on SP 326017	364	296
Lot 4 on SP 326017	364	296
Lot 5 on SP 326017	379	321
Lot 6 on SP 326017	393	345
Lot 7 on SP 326017	393	345
Lot 8 on SP 326017	379	321
Lot 9 on SP 326017	364	296
Lot 10 on SP 326017	364	296
Lot 11 on SP 326017	379	321
Lot 12 on SP 326017	422	402
Lot 13 on SP 326017	545	722
Lot 14 on SP 326017	364	381
Lot 15 on SP 326017	364	381
Lot 16 on SP 326017	364	381
Lot 17 on SP 326017	364	381
Lot 18 on SP 326017	364	381
Lot 19 on SP 326017	379	408
Lot 20 on SP 326017	379	408
Lot 21 on SP 326017	379	408
Lot 22 on SP 326017	379	408
Lot 23 on SP 326017	364	381
Lot 24 on SP 326017	364	381
Lot 25 on SP 326017	379	424
Lot 26 on SP 326017	417	518
<b>TOTALS</b>	10000	10000

**Contribution Schedule Lot Entitlements**

The Contribution Schedule Lot Entitlements (**CSLE**) for the scheme have been decided under the relativity principle.

Relativity Principle: "the lot entitlements must clearly demonstrate the relationship between the lots by reference to 1 or more particular relevant factors."

As required by s46A of the *Body Corporate and Community Management Act 1997*, the CSLE for the scheme have been decided on the basis of only the following factors:

- (a) How the scheme is structured;
- (b) The nature, features and characteristics of the lots included in the scheme;
- (c) The purposes for which the lots are used;
- (d) The impact the lots may have on the costs of maintaining the common property; and
- (e) The market values of the lots.

When deciding upon the CSLE, each of the above factors impacts on the allocation in the following ways:

- (f) How the scheme is structured  
The Scheme is not a layered scheme or part of a volumetric plan and consequently this factor was not considered relevant.
- (g) Nature, features and characteristics of the lots included in the scheme  
All lots are similar in terms of their nature, features and characteristics and consequently this factor was not considered relevant.
- (h) The purposes for which the lots are used  
Each of the lots in the scheme are used for commercial purposes and consequently this factor was not considered relevant.
- (i) The impact the lots may have on the costs of maintaining the common property  
The lots are contained in building/s on a building format plan. The Body Corporate is responsible for the cleaning, repair and maintenance of common property within its scheme. This includes the common carpark area, external walls and windows of the building, roof, utility infrastructure and utility services. In allocating the CSLE, the following features or characteristics of lots in the scheme increase the burden the lot places on the Body Corporate's expenditure for cleaning, maintenance and repair of the common property on the following basis:
  - (i) external surface area,
  - (ii) Internal surface area,
  - (iii) Gross floor area,
  - (iv) The number of potential occupants.
- (j) The market values of the lots.  
The market value of the lots was not considered relevant.

### Interest Schedule Lot Entitlements

The Interest Schedule Lot Entitlements (ISLE) for the scheme have been decided under the market value principle.

Market Value Principle: "the lot entitlements must reflect the respective market values of the lots, except to the extent to which it is just and equitable in the circumstances for the lot entitlements not to reflect the respective market values of the lots."

The ISLE reflect the respective market values of the lots included in the scheme.

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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Sections 66(1)(f) and (g) of the *Body Corporate and Community Management Act 1997* are not applicable.

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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## 1. Definitions and Interpretations

### 1.1 Definitions

In these By-laws:

- (a) "Act" means *Body Corporate and Community Management Act 1997* or legislation which replaces it;
- (b) "Body Corporate Asset" means any property, other than Common Property held or owned by the Body Corporate, for the benefit or on behalf of the Owners;

- (c) **"Body Corporate Manager"** means a body corporate manager for the Scheme;
- (d) **"Committee"** means the committee of the Body Corporate;
- (e) **"Common Property"** means the common property for the Scheme;
- (f) **"Costs"** means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;
- (g) **"Improvements"** means:
  - (i) any addition or alternation to the Common Property or any Body Corporate Asset; or
  - (ii) the installation of any fixtures, equipment, appliances or other apparatus on the Common Property or any Body Corporate Asset;
- (h) **"Invitees"** includes the tenants, visitors, guests, servants, employees, agents, children, licensees and other invitees of an Owner or Occupier as the case may be who may be on a Lot or the Common Property;
- (i) **"Lot"** means a lot in the Scheme including areas allocated to the Lot under an exclusive use by-law;
- (j) **"Occupier"** means a person who occupies the Lot for business purposes or works on the Lot in carrying on a business from the Lot, and includes:
  - (i) a tenant or lessee;
  - (ii) a mortgagee in possession;
  - (iii) an occupier of part of the lot; and
  - (iv) an owner who occupies the Lot.
- (k) **"Original Owner"** means the Original Owner named in item 5 of the First Community Management Statement, and includes any successor or assign of any undeveloped Lot;
- (l) **"Requirement"** means any requirement, or authorisation, of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law;
- (m) **"Scheme"** means the Community Titles Scheme containing the Lots and the Common Property;
- (n) **"Services"** means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic elevator and security services and all other services or systems provided in the Scheme or available for the Lot; and
- (o) **"Service infrastructure"** means any infrastructure for the provision of Services to the Scheme or any Lot.

## 1.2 Interpretation

- (a) Reference to:
  - (i) the singular includes the plural and the plural includes the singular;
  - (ii) a person means a person bound by these By-laws and includes a body corporate, an unincorporated association or an authority; and
  - (iii) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
    - that Statutory Provision as amended or re-enacted from time to time; and
    - a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (b) "Including" and similar expressions are not words of limitation.
- (c) 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.
- (d) Headings are for convenience only and do not form part of these By-laws or affect interpretation.
- (e) Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning as these By-laws.
- (f) If any by-law or part of a by-law is or becomes void or unenforceable then that by-law or part will be severed from these by-laws, to the intent that all parts of these by-laws that are not or do not become void or unenforceable will remain in full force and effect unaffected by any severance.
- (g) If under these by-laws the approval of the Body Corporate or the Committee is required, it must be in writing and it may be given on conditions.

## 2. Obstruction of Common Property

An Owner or Occupier will not obstruct lawful use of the Common Property by another person, and, without limitation, obstruct access to the Common Property or any Body Corporate Asset.

## 3. Parking

### 3.1 An Owner or Occupier will not:

- (a) park any vehicles in areas set aside for visitor car parking (if any); or
- (b) permit any Invitees' vehicles to be parked on the Common Property other than in the areas set aside for visitor car parking (if any).

- 3.2 An Owner or Occupier will not park a vehicle, or allow a vehicle to stand, on the Common Property except in the car parking areas over which their lot has been granted exclusive use.
- 3.3 A 1 hour time limit or such other time as the Body Corporate may from time to time determine shall apply to the ground level car parking spaces over which no lot has been granted exclusive use.
- 3.4 Delivery or collection of goods or services to or from a lot must:
- (a) occur only in the areas from time to time designated for that purpose by the Body Corporate Committee;
  - (b) not cause obstruction or inconvenience to customers of Owners at the centre; and
  - (c) occur only at reasonable hours which may from time to time be determined by the Body Corporate Committee.
- 3.5 The Committee may remove, at the expense of the vehicle's owner, vehicles parked illegally on Common Property by towing or other means.

#### **4. Exclusive Use Areas**

- 4.1 Exclusive use and enjoyment of certain parts of the Common Property is granted to the Occupiers of Lots as are identified in Schedule E of the Community Management Statement on the following terms and conditions:
- (a) The Occupier is responsible, at their own expense, for the maintenance of and operating costs and the performance of the duties of the Body Corporate in respect of the area;
  - (b) The Occupier must, at their own expense, ensure that the area is at all times kept clean and tidy and in good repair;
  - (c) The Occupier must only use the area for the purpose stated in Schedule E;
  - (d) The Occupier must not use the area so as to create a nuisance to other Owners or Occupiers of lots in the Scheme;
  - (e) The Occupier must not construct, demolish or alter any fixture or other structure on the area without the consent of the Body Corporate;
  - (f) The Occupier must allow the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to such areas (through the Lot if necessary) for any proper purpose including inspection and maintenance thereof.

#### **5. Further Exclusive Use Allocations**

- 5.1 The Original Owner is authorised to allocate to such Lot or Lots as the Original Owner in its sole discretion determines, exclusive use and enjoyment for any purpose of any part or parts of the Common Property not subject to existing exclusive use rights.
- 5.2 Where the Original Owner makes an allocation in accordance with the provisions of this by-law, the Original Owner must bear the cost of preparation and lodgement with the Registrar of Titles of any New Community Management Statement showing the allocation made.
- 5.3 The authorised allocation may be made by the Original Owner giving notice in writing to the Body Corporate of the allocation within 12 months of registration of the First Community Management Statement for the Scheme.
- 5.4 An Occupier to whom an allocation of an exclusive use area is made under this By-law will be entitled to exclusive use and enjoyment of the area on the terms and conditions set out in by-law 4.

#### **6. Appearance of Lot**

- 6.1 The Owner or Occupier of a Lot must not, without the Committee's written approval:
- (a) Make any change to the exterior of the Lot or affix anything to the Lot whether external or internal which affects the external appearance of the Lot; or
  - (b) Make any structural alteration to the Lot (including alterations to any utility services, installation of any air conditioning system or altering, removing or adding external walls or enclosing a balcony).

#### **7. Use of Lots**

An Owner or Occupier will:

- (a) observe all Requirements in connection with the use of their Lot;
- (b) maintain their Lot in good order and condition;

- (c) cause all external parts of their Lot including all lawns, gardens and paved areas within the Lot and any Common Property area for which the Owner or Occupier has been granted exclusive use to be kept in a neat and tidy condition and in the case of lawns and gardens shall ensure that they are properly mowed, trimmed and irrigated at all times;
- (d) keep all accessible windows and plate glass in the Lot clean and promptly replace with new glass of the same kind and weight any broken or cracked glass;
- (e) take reasonable steps to prevent infestation of their Lot by vermin and/or insects;
- (f) not use or store any flammable liquids or materials in a Lot or on Common Property other than of a type lawfully used in the course of the business operated from their Lot;
- (g) give prompt notice to the Body Corporate of any damage to, defect or disrepair of, the Services or Service Infrastructure;
- (h) not overload any Services or Service Infrastructure;
- (i) pay to the Body Corporate any costs incurred by the Body Corporate in upgrading any Services or Service Infrastructure to accommodate any equipment which an Owner or Occupier wishes to install in a Lot;
- (j) lock all doors and fasten all windows in their Lot when the Lot is not occupied;
- (k) not waste water and ensure that all water taps in their Lot are turned off after use;
- (l) not carry on or permit any noxious or offensive act, trade, business or occupation or calling from a Lot;
- (m) not cause a nuisance or disturbance to other persons lawfully using any Lot or Common Property;
- (n) subject to the Act, not keep any animal on a Lot or the Common Property without the Committee's approval;
- (o) not bring to, do or keep, nor allow to be brought done or kept anything in a Lot which may void any insurance policy in respect of the Common Property, increase the rate of fire insurance on the Common Property or which may conflict with the laws and/or ordinances of any public authority for the time being in force.

## **8. Use of Common Property**

An Owner or Occupier:

- (a) will use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;
- (b) will comply with all directions and rules of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset; and
- (c) will observe all relevant Requirements in connection with the Common Property or Body Corporate Assets.

## **9. Improvements to Common Property**

- 9.1 An Owner or Occupier will not make any improvements to the Common Property without the prior written consent of the Committee.
- 9.2 In giving its consent to any improvement, the Committee may:
  - (a) obtain advice from consultants; and
  - (b) recover the costs of obtaining advice from consultants from the person seeking the consent.
- 9.3 Any improvement made or sought to be made by an Owner or Occupier will:
  - (a) be maintained and repaired by the Owner unless the Body Corporate agrees to the contrary by resolution in general meeting; and
  - (b) comply with all requirements.
- 9.4 The Body Corporate may remove any unauthorised improvement and recover the costs of doing so from the person responsible for the Improvement.

## **10. Garbage Disposal**

- 10.1 An Owner or Occupier will:
  - (a) regularly dispose of garbage in the Lot or an exclusive use area for the Lot,
  - (b) not leave garbage on Common Property except in garbage bins provided by or approved by the Body Corporate.
  - (c) comply with all Requirements relating to the disposal of garbage and arrange for the regular removal of garbage from the Lot;
  - (d) ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of the Owner's or Occupier's garbage; and
  - (e) use any garbage receptacle provided by the Body Corporate and separate, where necessary, any garbage so that full use is made of the receptacles provided by the Body Corporate.



10.2 Garbage bins must be stored in bin areas designated by the Body Corporate.

## 11. Signage

11.1 Subject to compliance with all relevant Requirements an Owner or Occupier may display signage on:

- (a) The external wall of their Lot above their entry door, and
  - (b) On any pylon sign or any other structure erected on the Common Property for the purposes of placing signage (if any),
- provided the Owner or Occupier first obtains approval of the Committee.

11.2 The Committee will not unreasonably withhold approval provided that:

- (a) the size, position, style, quality and design of the signage:
  - (i) complies with any design guidelines set out in this by-law or made by the Body Corporate from time to time, and
  - (ii) is aesthetically pleasing and compatible with other existing signage and does not detract from the amenity and appearance of the Building in the opinion of the Committee,
- (b) the signage relates to the business or usage being conducted or carried on from the Lot, and
- (c) the signage complies with applicable laws.

11.3 The Committee may remove a sign to which it has not consented at the expense of the relevant Owner.

11.4 An Owner will return the Common Property or that part of the Owner's Lot to its original condition when a sign is removed.

11.5 Any sign to which the Committee has consented must be properly maintained and kept in a good state of repair and appearance by the relevant Owner or Occupier. The Committee may withdraw its consent to any sign which the Committee reasonably considers has not been properly maintained and kept in a good state of repair and appearance, in which case the Owner must remove the signage and make good any damage.

## 12. Grease Trap

12.1 The Body Corporate may (but is not obliged to) install, maintain, repair and replace a grease trap system for the Scheme ("the grease trap"). The Owner of a lot requiring access to the grease trap may arrange for the Lot to be connected to the grease trap subject to the Owner:

- (a) ensuring that all works to connect the Lot to the grease trap are effected by a competent and properly qualified contractor;
- (b) ensuring that any conditions imposed by the Body Corporate relating to the proper connection to, use and operation of the grease trap are complied with;
- (c) ensuring that any equipment connected by the Owner to the grease trap is maintained and repaired to ensure the efficient operation of the grease trap in accordance with requirements of any relevant authority or manufacturer so far as the operation and cleaning of the grease trap is concerned;
- (d) paying the costs of operating, cleaning, maintaining and repairing the grease trap in the proportion that the contribution lot entitlement of the relevant Lot bears to the total contribution lot entitlements of all the lots using the grease trap;
- (e) paying all costs of repair or replacement of any damage to the grease trap caused directly or indirectly by the Owner or Occupier of the lot. Where such damage is not repaired by the Owner upon demand to do so by the Body Corporate, the Body Corporate may repair any damage caused and recover the cost from the Owner;
- (f) signing any document or agreement with the Body Corporate reasonably required by the Body Corporate, at the Owner's cost.

12.2 Owners and Occupiers acknowledge that the use of the grease trap is at their risk.

12.3 The Body Corporate will arrange for the repair, maintenance, replacement and cleaning of the grease trap whenever the Body Corporate considers it necessary and will levy the costs of doing so according to the above by-law 12.1(d).

**13. Radio Antennae**

An Owner or Occupier will not erect any television or radio aerials or other communication receivers or transmitters on the Common Property without the prior consent of the Committee.

**14. Solar Panels**

14.1 The Owner for the time being of a Lot shall be entitled to install and maintain, on the Common Property roof directly above the Owner's Lot, solar panels servicing the Lot provided that the position, nature, dimensions, weight and method of installation shall be first approved by the Committee in writing. Such approval will not be unreasonably withheld.

14.2 Any Owner authorised to install solar panels must maintain the solar panels and all connections thereto in good condition, and shall be responsible for any loss or damage arising as a result of the installation, use, repair and maintenance of their solar panels (or failure to repair and maintain), including but not limited to damage caused to the roof and roof membrane or loss or damage arising as a result of damage to the roof or roof membrane to the extent that any such loss or damage is not covered by or claimable on insurances effected by the Body Corporate.

14.3 Such authorisation is granted subject to and conditional upon the Owner allowing the Body Corporate, the Committee and their agents access, at all reasonable times, to the area of common property the subject of the authorisation and to the solar panels whether installed on common property or in the Lot for any proper purpose including inspection and maintenance, such access to be made available either directly or through the Lot.

**15. Auction Sale**

An Owner or Occupier will not allow any auction sale to be conducted within their Lot or from the Common Property without the prior consent of the Committee.

**16. Right of Entry**

16.1 The Body Corporate may enter a Lot with workmen and other authorised persons and necessary materials and appliances to:

- (a) comply with any Requirement involving the destruction of noxious animals, rodents or other pests; and
- (b) carry out any repairs, alterations, renovations, extensions or works in relation to any Services or Service infrastructure; and
- (c) carry out cleaning, repairs, maintenance, alterations, renovations, extensions or works to any part of the Common Property where access to the Lot is required to do such works.

16.2 In the case of emergency no notice will be required.

16.3 Anything undertaken by the Body Corporate under this By-law will be paid for by the Owner of the relevant Lot where the need for the Body Corporate to do that thing is due to any act or default of the Owner or Occupier.

16.4 In exercising its rights under this By-law the Body Corporate must ensure that it causes as little inconvenience to the Owner or Occupier of the Lot as is reasonable in the circumstances.

**17. Body Corporate Rights**

The Body Corporate may take steps to ensure the security of the Lots in the Scheme and the observance of these By-laws by any Owner or Occupier, including, without limitation:

- (a) restricting access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of Services and Service Infrastructure;
- (b) allowing a designated part of the Common Property to be used by any security person firm or company;
- (c) obtaining installing and maintaining locks, alarms, communications systems and other security devices; or
- (d) determining rules under which persons are given access to any part of the Common Property.

**18. Invitees**

18.1 An Owner or Occupier will take all reasonable steps to ensure that invitees do not obstruct any other persons' use of the Common Property or an Owner's lot.

18.2 An Owner will compensate the Body Corporate for all damage to the Common Property caused by Invitees.

18.3 An Owner of a Lot will take all reasonable steps to ensure that Invitees comply with these By-laws.

**19. Repairs**

The Body Corporate may make repairs or renovations as it deems necessary for the safety and preservation of the Common Property, Body Corporate Assets, Services and Service Infrastructure.

**20. Request to Secretary**

An Owner will direct all requests for consideration of any matter by the Body Corporate or the Body Corporate Committee to the Secretary.

**21. Notices**

All notices displayed on the Common Property by the Body Corporate or any statutory authority will be complied with by the Owners or Occupiers.

**22. Copy of By-laws**

Owners will provide any Occupier of a Lot with a copy of these By-laws.

**23. Power of Body Corporate Committee**

The Body Corporate Committee may make rules (in addition to those specifically provided for elsewhere in these By-laws) relating to the Common Property or Body Corporate Assets which are not inconsistent with these By-laws or any Requirement and those rules are binding on the Owners.

**24. Recovery of Restoration Costs**

24.1 Where an Owner or Occupier of a Lot or the Owner's or Occupier's Invitees commits any breach of the Act, the Regulation Module applying to the Scheme, these by-laws or any rule made by the Body Corporate under these by-laws the Body Corporate may serve written notice on the Owner or Occupier of the Lot requiring the said breach to be remedied. If the breach has not been remedied within 14 days of receiving such written notice from the Body Corporate, the Body Corporate may (without prejudice to any other remedy the Body Corporate may have at law or in equity) do all things necessary to rectify the breach and may enter upon the Lot if necessary for this purpose without being liable to the Owner or Occupier of the Lot for nuisance, trespass or otherwise.

24.2 Where the Body Corporate expends money to make good any damage caused by a breach of the Act, the Regulation Module applying to the Scheme, these by-laws or any rule made by the Body Corporate under these by-laws by any Owner or Occupier of a Lot or their respective Invitees or any of them, the Body Corporate shall, without prejudice to any other remedy the Body Corporate may have at law or in equity, 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 the breach occurred.

**25. Recovery of Legal and Other Costs**

25.1 An Owner of a Lot shall pay on demand the whole of the Body Corporate's costs and expenses (including legal fees on an indemnity basis) as a liquidated debt incurred in relation to:

- (a) recovering levies or monies payable by the Owner or Occupier to the Body Corporate pursuant to the Act, the Regulation Module applying to the Scheme or these by-laws; and
- (b) any proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the Owner or Occupier of the Lot, including but not limited to, applications for an Order by the Commissioner or an adjudicator and appeals to the Court.

25.2 In the event that the Owner fails to attend to payment of such costs and expenses after demand is made for the payment of the same, the Body Corporate may:

- (a) treat such costs and expenses as a liquidated debt and take action for recovery of the same in any Court of competent jurisdiction; and
- (b) enter such costs and expenses against the levy account of such Owner in which case the amount of the same shall be payable to the Body Corporate upon a subsequent sale or disposal of the Owner's Lot failing which the Buyer of such Lot shall be liable to the Body Corporate for the payment of the same.

**26. Interest**

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 moneys payable by an Owner to the Body Corporate.

**27. Sale of Lots**

The Original Owner and its agents may:

- (a) Use any lot it owns as a display unit and sales unit;
- (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 egress from any lot.

**28. Bicycles**

The Owner or Occupier of a Lot will not, without the Committee's written approval:

- (a) Ride a bicycle, skateboard, scooter or rollerblades, on the Common Property; or
- (b) Permit an Invitee to ride a bicycle, skateboard, scooter or rollerblades, on the Common Property.

**29. Air Conditioning Units**

An Owner or Occupier of a Lot must not, without the approval of the Committee, install any air-conditioning equipment if the equipment is visible from another Lot on the Common Property or from outside the Scheme Land.

**30. Direction to Workmen**

An Owner or Occupier of a Lot must not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised. All requests for consideration of any particular matter to be referred to the Body Corporate must be directed to the Body Corporate Manager and not to the Chairman or any member of the Committee.

**31. Agreements and Consents**

The Body Corporate has the express power and authority to:

- (a) Grant or enter into and execute a body corporate Administration Agreement for the performance of the duties of the Body Corporate;
- (b) Grant or enter into and execute an agreement giving the rights (which may be exclusive or non-exclusive) for the control, management, caretaking and administration of the Building and Common Property and the proper regulation of the use thereof on such terms as the Body Corporate shall in its absolute discretion think fit and for such fee as may be agreed and pursuant to this power to enter into agreements with such persons and/or corporations as the Body Corporate shall in its sole discretion decide;
- (c) Grant or enter into an easement over Common Property provided that such easement does not interfere with an Owner's exclusive use area unless such Owner otherwise agrees.

**32. Body Corporate may Employ**

The Body Corporate may employ, for and on behalf of the Body Corporate, such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.

**33. Bulk Supply of Utility Services**

The Body Corporate may in its absolute discretion supply or engage another person to supply a utility service to the Scheme and in such case the following will apply:

- (a) The Body Corporate has the power to enter into a contract or agreement for the purchase of a utility service on the most economical basis for the whole of the Development from the relevant authority or service provider;

- (b) The Body Corporate has the power to sell a utility service to each Owner or Occupier in the Development provided however that in respect of an electricity supply, the Body Corporate's charge must generally reflect a reasonable tariff available from any electricity retailer available to the relevant Owner or Occupier;
- (c) Each Owner or Occupier must purchase and use the relevant utility service direct from the Body Corporate and must not purchase the utility service from any other source;
- (d) The Body Corporate is not required to supply to any Owner or Occupier a utility service beyond the requirements which the relevant authority or service provider could supply at any particular time;
- (e) The Body Corporate may charge for the utility service (including for the installation of, and the costs associated with, utility infrastructure for the utility service) but only to the extent necessary for reimbursing the Body Corporate for supplying the utility service;
- (f) The Body Corporate may render accounts to each Owner or Occupier and such accounts are payable to the Body Corporate within fourteen (14) days of the delivery of such an account;
- (g) In respect of an account which has been rendered pursuant to this by-law, an Owner or Occupier is liable, jointly and severally with any person who is liable to pay that account when that Owner or Occupier became the Owner or Occupier of the lot;
- (h) If an account for the supply of a utility service is not paid by its due date for payment, then the Body Corporate is entitled to disconnect the supply of the utility service to the relevant lot and/or recover the amount of the unpaid account (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction;
- (i) The Body Corporate is not responsible or liable for any failure of the supply of a utility service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description; and
- (j) The Body Corporate may from time to time determine a security deposit to be paid by each Owner or Occupier who is connected to the supply of a utility service as a guarantee against non-payment of accounts for the supply of the utility service.

#### **34. Council Mandated Conditions**

- 34.1 The Development Permit for Material Change of Use of Premises to Establish a Low Impact Industry No. MCU21/0153 ("development approval") for the Scheme requires that this Community Management Statement contain the following by laws:
- (a) All stormwater quality treatment devices must be maintained in accordance with Water by Design (2012), *Maintaining Vegetated Stormwater Assets* (Version 1).
  - (b) The development approval states that:
    - (i) on-site retail sales of goods manufactured or assembled on a Lot including display areas, must be limited to 200m<sup>2</sup> or 10% of the gross floor area of the Lot whichever is the lesser;
    - (ii) on-site retail sales of goods not manufactured or assembled on the Lot including display areas must be limited to a gross floor area of 50m<sup>2</sup> or 10% of the gross floor area of the Lot, whichever is the lesser; and
    - (iii) the area used for office and administration functions must be limited to 200m<sup>2</sup> or 10% of the gross floor area of the Lot, whichever is the lesser.
  - (c) The development approval is for an industrial use only and Lots must not be used for any other use at any time, unless in accordance with the applicable planning scheme or otherwise approved by the Sunshine Coast Regional Council.

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

The following lots are affected (or proposed to be affected) by statutory easements as identified in the Services location diagram attached to this Community Management Statement and marked 'Plan A'. The types of statutory easements affecting each lot are identified in the following table:

Lots on Plan or CP	Statutory Easement	Service Location Diagrams
Common Property	Support, shelter and services	Plan A
All lots	Support, shelter and services	Plan A

*Note: A Services location diagram will be included in this Community Management Statement before it is lodged for recording. At the time this Community Management Statement was drafted, the location of services on the common property could not be accurately indicated.*

<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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Lot on Plan	Exclusive Use of Area	Use	By-Law Requirement
Lot 13 on SP 326107	Area "48" on attached Plan B	Courtyard	By-Law 4
Lot 14 on SP 326107	Area "49" on attached Plan B	Courtyard	By-Law 4
Lot 15 on SP 326107	Area "50" on attached Plan B	Courtyard	By-Law 4
Lot 16 on SP 326107	Area "51" on attached Plan B	Courtyard	By-Law 4
Lot 17 on SP 326107	Area "52" on attached Plan B	Courtyard	By-Law 4
Lot 18 on SP 326107	Area "53" on attached Plan B	Courtyard	By-Law 4
Lot 19 on SP 326107	Area "54" on attached Plan B	Courtyard	By-Law 4
Lot 20 on SP 326107	Area "55" on attached Plan B	Courtyard	By-Law 4
Lot 21 on SP 326107	Area "56" on attached Plan B	Courtyard	By-Law 4
Lot 22 on SP 326107	Area "57" on attached Plan B	Courtyard	By-Law 4
Lot 23 on SP 326107	Area "58" on attached Plan B	Courtyard	By-Law 4
Lot 24 on SP 326107	Area "59" on attached Plan B	Courtyard	By-Law 4
Lot 25 on SP 326107	Area "60" on attached Plan B	Courtyard	By-Law 4
Lot 26 on SP 326107	Area "61" on attached Plan B	Courtyard	By-Law 4

PLAN A

(INSERT SERVICES LOCATION DIAGRAM)

**PLAN OF EXCLUSIVE USE AREAS 1-61 IN  
COMMON PROPERTY ON SP326017**

Sheet	of
-	-

**Plan B**

**2 Page Street C.T.S. No.**

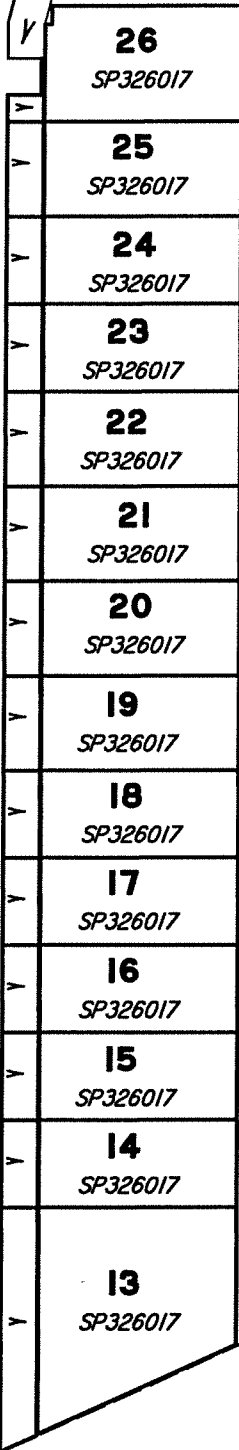
05.07.2021

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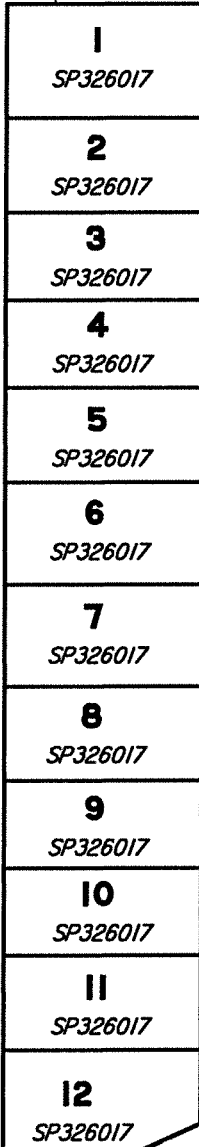
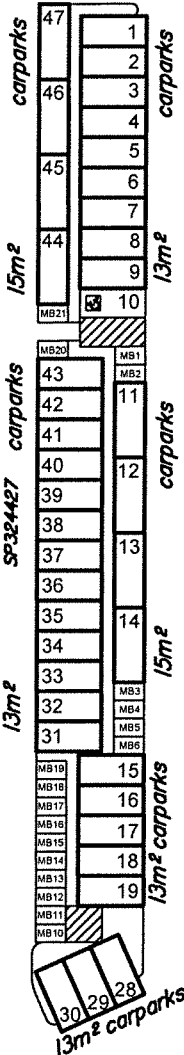
*Emt C*  
SP171065

**HOOPERS ROAD**

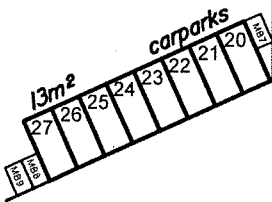
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7m<sup>2</sup>  
60  
24m<sup>2</sup>  
59  
22m<sup>2</sup>  
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51  
22m<sup>2</sup>  
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49  
22m<sup>2</sup>  
48  
59m<sup>2</sup>



**COMMON PROPERTY**



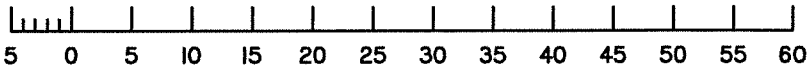
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SP171065



**CURRAJONG ROAD**



Scale 1:600 - Lengths are in Metres.





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## **PART 8**

### **DEED APPOINTING ATTORNEY**

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## DEED APPOINTING ATTORNEY

**BY:** .....

**OF:** ..... ("The New Buyer")  
(Here insert the name and address of the new buyer of the Lot)

**THE ORIGINAL BUYER:** .....  
(Here insert the name of the original buyer of the Lot)

**THE LOT:** Lot ..... on SP ..... ("the Lot")  
(Here insert the description of the Lot)

**FOR THE BENEFIT AND  
ADVANTAGE OF:** Professional Developments Pty Ltd ACN 647 268 335 trustee under instrument  
720586027("The Seller")

### EXPLANATION

- A. By contract dated ..... ("the Contract"), the Original Buyer purchased the Lot from the Seller.
- B. The New Buyer has now purchased the Lot.
- C. The Original Buyer agreed with the Seller to have the New Buyer sign this Deed.
- D. The New Buyer has agreed to sign this Deed.

### IT IS AGREED

- 1. In this Deed:
  - (a) words used which are defined in the Contract have the same meaning as they have in the Contract unless the context requires otherwise;
  - (b) "Disclosure Statement" means the Disclosure Statement given by the Seller to the Original Buyer before the Original Buyer signed the Contract and any further statements given to the Original Buyer under s214 of the Body Corporate and Community Management Act 1997 ("the Act").
- 2. From the Settlement Date until 12 months after the date of Registration of the Plan, the New Buyer jointly and severally appoints the Seller and each of the directors and officers of the Seller and their substitutes from time to time, jointly and severally, as the attorneys of the New Buyer to perform and do all of the things, in the Seller's absolute discretion and in the New Buyer's name to the exclusion of the New Buyer, as set out in the Power of Attorney Disclosure Statement that forms part of the Disclosure Statement, a copy of which is attached to this Deed ("Power of Attorney Disclosure Statement").
- 3. From the Settlement Date until 12 months after the date of Registration of the Plan, the New Buyer hereby jointly and severally appoints the Seller and each of the directors and officers of the Seller and their substitutes from time to time, and any corporate nominee of the Seller, as the proxy of the New Buyer to vote at any general or committee meeting of the Body Corporate, to the exclusion of the New Buyer, on the following matters:

- (a) The engagement of a person as the Body Corporate Manager or service contractor or authorisation of a person as letting agent;
  - (b) Authorising a service contractor or letting agent to use a part of the common property;
  - (c) Consenting to the recording of a new Community Management Statement to include a by-law;
  - (d) Any other matter or thing referred to in the Power of Attorney Disclosure Statement; and
  - (e) Such other matters which were provided for or disclosed to the Original Buyer in the Contract or the Disclosure Statement.
4. The New Buyer must ratify and confirm any action taken by the Seller under this Deed including all acts, deeds and things done or performed under the Power of Attorney and any action taken by the Seller to vote at meetings of the Body Corporate.
  5. While this Power of Attorney and proxy is in effect, the New Buyer must not transfer, assign or mortgage the Lot unless the New Buyer first obtains from any transferee, assignee or mortgagee a Power of Attorney and proxy in favour of the Seller and its directors, officers and corporate nominee as the case may be in the form of a deed in substantially the same form and effect as this Deed.
  6. Until 12 months from the date of Registration of the Plan, the New Buyer must not exercise any voting rights for any matter for which the Seller is entitled to use the Power of Attorney and Proxy under this Deed. If requested by the Seller, the New Buyer will give the Seller a properly completed and signed proxy form in favour of the Seller or the Seller's director, officer or corporate nominee on or before settlement of the New Buyer's contract to purchase the Lot. The New Buyer must not revoke that proxy until 12 months following the date of Registration of the Plan. The Seller and any director, officer or nominee appointed by the Seller will vote as the New Buyer directs on any matter not covered by this clause.
  7. The New Buyer acknowledges having received and read a copy of the Contract and the Disclosure Statement before entering into this Deed.

EXECUTED AS A DEED the

day of

20

SIGNED SEALED AND DELIVERED by the )  
New Buyer in the presence of: )

) .....  
) Signature – New Buyer

) .....  
) Signature – Witness

- OR -

EXECUTED as a Deed by the New Buyer in )  
accordance with section 127 of the )  
*Corporations Act 2001* )

) .....  
) Signature – Director\*/Sole Director\*  
) \*Delete one

) .....  
) Signature – Director/Secretary

Note: The Power of Attorney Disclosure Statement that forms part of the Disclosure Statement must be attached to this Deed Appointing Attorney.

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## **PART 9**

### **POWER OF ATTORNEY DISCLOSURE**

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## POWER OF ATTORNEY DISCLOSURE

1. This statement is given by the Seller to the Buyer in compliance with **s219** of the *Body Corporate and Community Management Act 1997* ("the Act").
2. The following is a list of the ways in which and the purposes for which the Seller and the Seller's directors, officers or nominees as the case may be may exercise the power of attorney and the right to attend and/or vote at all or any general or committee meetings of the Body Corporate pursuant to **clause 19** of the Contract.
3. The Power of Attorney may be used for the following purposes:
  - (a) in relation to Body Corporate matters:
    - (i) to appoint or revoke the appointment of a voter for a general meeting of the Body Corporate within the meaning of "voter" for a general meeting of the Body Corporate under the Regulation Module for the Scheme ("Regulation Module") and to give all necessary notifications of the appointment or revocation to the Body Corporate so that the details of the appointment or revocation may be entered into the Body Corporate roll;
    - (ii) to attend and vote (or do either) in the name of the Buyer at all or any meetings of the Body Corporate or the Committee, to the exclusion of the Buyer if present; and
    - (iii) to complete, sign and lodge any voting paper (or any other document including a proxy, appointment form, corporate owner nominee notification form or other representative notification form and any other notice under the Regulation Module) to allow the Seller to vote in the name of the Buyer at all or any meetings of the Body Corporate or of the Committee,

in respect of any motion or resolution for or relating to any one or more of the matters or things set out below:

- the engagement of a body corporate manager, service contractor or authorisation of a letting agent on terms determined by the Seller;
- authorising or ratifying the entry by the Body Corporate into any Body Corporate Agreements on terms generally the same as those terms contained in this Disclosure Statement, as varied in accordance with Section 214 of the Act;
- authorising the consent to a new community management statement to vary or omit a by-law or adopt new by-laws (including exclusive use by-laws) or to correct errors in a previous statement;
- authorising a grant or allocation of exclusive use or other right over any of the Common Property or any Body Corporate asset (including the allocation of parking spaces and/or storage spaces by exclusive use by-law to owners or occupiers of lots in the Scheme);
- authorising or ratifying a transfer, sale, lease, easement, licence, surrender or variation of any dealing involving the Common Property or Body Corporate asset;
- authorising the making of improvements to Common Property and Body Corporate assets including improvements to Common Property or assets that may benefit only some of the owners and/or occupiers;
- authorising the making or improvement or alterations to a lot in the Scheme if Body Corporate approval is required;
- authorising the entry by the Body Corporate into agreements with body corporates of other community titles schemes for the sharing of facilities;
- granting of an occupation authority under the Regulation Module in favour of any service contractor and/or letting agent for the Scheme;

- adopting a resolution to acquire or lease personal property that is required to facilitate the effective operation of the Body Corporate and the facilities provided for the use of owners and occupiers of the Scheme;
- the election of executive and ordinary members of the Committee;
- to authorise, ratify or give effect to anything disclosed to the Buyer in the Contract or this Disclosure Statement;
- authorising the signing of any Freehold Land Register documentation or similar documentation whether the documentation is pursuant to the *Land Title Act 1994*, or some other statute or regulation to give effect to any authorisation, grant, allocation, easement, lease, surrender etc of the Body Corporate;
- authorising a variation to or assignment of any Body Corporate Agreements;
- prohibiting or restricting the use of any voting paper (or any other document including a proxy) by the Seller;
- authorising or facilitating any building work the Seller needs to ensure is undertaken to complete the Development;
- to engage a bulk supplier of electricity, water, gas, telecommunications or other utility services;
- to engage service contractors to provide various services including utilities, utilities billings, pay TV, high speed internet or other like services and facilities;
- to enter into any agreement that may be a requirement of any approval issued by the Local Government or any other Statutory or Government Authority or as a condition to the provision of any utility services to the Scheme including any agreement with the Local Government or relevant supplier for a bulk bin collection service for the Scheme;
- Any proposal to pass a resolution at the First annual general meeting of the Body Corporate with respect to any of the items which are required to be included in the agenda for the First annual general meeting under the Regulation Module;
- The issue of a continuing contravention notice under **s182(2)** of the Act;
- An application made for an order of an adjudicator under **s239(1)** of the Act.

(b) in relation to other matters to complete, sign and lodge on the Freehold Land Register any request to withdraw a caveat or like instrument lodged and/or registered by the Buyer over the Scheme Land.

4. The Power of Attorney may be exercised by an attorney:

- (a) in the attorney's total discretion;
- (b) to the exclusion of the Buyer;
- (c) even if the exercise involves a conflict of interest or duty; and
- (d) even if the attorney has a personal interest in doing so.

In this Power of Attorney Disclosure Statement:

- (a) "**Disclosure Statement**" includes any further statements given under **s214** of the Act;
- (b) Words used herein which are defined in the Contract have the same meaning as they do in the Contract unless the context otherwise requires.

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## **PART 10**

### **PAYMENT OF DEPOSIT – BANK GUARANTEE**

## Payment of deposit by Bank Guarantee Required Particulars

If the Seller agrees to accept a bank guarantee in payment of the Deposit, the Seller requires that the following particulars be included in the bank guarantee:

<b>Beneficiary / Favouree:</b>	Thompson McNichol Lawyers
<b>Seller:</b>	Professional Developments Pty Ltd ACN 647 268 335 trustee under Instrument 720586027
<b>Buyer:</b>	Only Buyer's details as per Sale Contract No other party should be mentioned
<b>Amount:</b>	Amount equal to Deposit in Reference Schedule
<b>Consideration:</b>	"Seller agreeing to dispense with payment of cash deposit under Sale Contract for Lot ..... in between Professional Developments Pty Ltd ACN 647 268 335 trustee for The Professional Developments Unit Trust and ..... [Buyers Name]
<b>Expiry Date:</b>	NIL (bank guarantee should not have expiry date)
<b>Other Matters:</b>	<p>Bank Guarantee must:</p> <ul style="list-style-type: none"> <li>• Be issued by an Australian Bank</li> <li>• Be unconditional and irrevocable; and</li> <li>• Must permit the Beneficiary / Favouree to make a call on it without reference to or permission of the Buyer</li> </ul> <p>NO deposit bonds will be accepted</p>