

Contract for Residential Lots in a Community Titles Scheme

Fifteenth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of Residential Lots in a Community Titles Scheme in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.

The Seller and Buyer agree to sell and buy the Property under this contract.

REFERENCE SCHEDULE

Contract Date: _____ *If no date is inserted, the Contract Date is the date on which the last party signs the Contract*

SELLER'S AGENT

NAME: _____
Stone Real Estate Logan

ABN: _____ LICENCE NO: _____
90108352601 3035159

ADDRESS: 6 Belbora Road

SUBURB: Shailer Park STATE: QLD POSTCODE: 4128

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____
0733872222 logan@stonerealestate.com.au

SELLER

NAME: _____ ABN: _____
Robert Wallace Grigor

ADDRESS: 74a Denman Parade

SUBURB: Normanhurst STATE: NSW POSTCODE: 2076

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

INITIALS (Note: initials not required if signed with Electronic Signature)

000038132539

BUYER

NAME: _____ ABN: _____
 ADDRESS: _____
 SUBURB: _____ STATE: _____ POSTCODE: _____
 PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

NAME: _____ ABN: _____
 ADDRESS: _____
 SUBURB: _____ STATE: _____ POSTCODE: _____
 PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

BUYER'S AGENT *(If applicable)*

NAME: _____
 ABN: _____ LICENCE NO: _____
 ADDRESS: _____
 SUBURB: _____ STATE: _____ POSTCODE: _____
 PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

BUYER'S SOLICITOR*← or any other solicitor notified to the Seller*

NAME: _____
 REF: _____ CONTACT: _____
 ADDRESS: _____
 SUBURB: _____ STATE: _____ POSTCODE: _____
 PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

PROPERTY

Lot: ADDRESS: 28/3 Costata Street
 SUBURB: Hillcrest STATE: Qld POSTCODE: 4118
 Description: Lot: L29 on: BUP GTP SP 2683
 Scheme: "Rose-Wood Villas" Community Titles Scheme: CTS 20381
 Title Reference: 18167051
Present Use: Low-Medium Density Residential
Local Government: Logan City

Excluded Fixtures:

Included Chattels: All light Fittings and Fixtures, Window Curtains and Blinds, Carpets and Floor Coverings (excluding rugs) Air-Con/Split System

PRICE

Deposit Holder:

Stone Real Estate Logan

Deposit Holder's Trust Account: Your Community Realty

Bank:

Macquarie Bank

BSB: 184446

Account No: 304472244

Cyber Warning

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. Before you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

Purchase Price: \$

← Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

Deposit:

\$

Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

2 Business Days from the Contract Date

\$

Balance Deposit (if any) payable on:

2 Business Days from the Contract Date

Default Interest Rate:

%

← If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

FINANCE

Finance Amount: \$

← Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier:

Any Registered Bank or Financial Institution of Buyers Choice

Finance Date:

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date:

← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

MATTERS AFFECTING PROPERTY

Title Encumbrances:

Is the Property sold subject to any Encumbrances?

No

Yes, listed below:

See Title Attached

← WARNING TO SELLER: You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title in favour of other land and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

Residential Tenancy Agreements or Rooming Accommodation Agreements:

This section must be completed for ALL contracts.

Has the Property been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date?

- Yes
- No

WARNING TO SELLER: If the Property or any part has been let at any time in the last 12 months the seller is required under clause 5.3(1)(e) to provide evidence of the last rent increase. Failure to provide evidence by settlement may entitle the Buyer to terminate the contract.

If **Yes**, the day of the last rent increase for each residential premises comprising the Property is: _____

Tenancies:

← If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement or Rooming Accommodation Agreement.

TENANT'S NAME:

Lisa Vicary

TERM AND OPTIONS:

STARTING DATE OF TERM:	ENDING DATE OF TERM:	RENT:	BOND:
23 March 2024	22 March 2025	\$ 380 pw	\$ 1520

Managing Agent:

AGENCY NAME:

Your Community Realty T/A Stone Real Estate Logan

PROPERTY MANAGER:

Taylor Heke

ADDRESS: 6 Belbora Road

SUBURB: Shailer Park STATE: Qld POSTCODE: 4128

PHONE: 07 3887 2222 MOBILE: FAX: EMAIL: pm4logan@stonerealestate.com.au

POOL SAFETY FOR NON-SHARED POOLS

Complete the following questions if there is a non-shared pool in the Lot

Q1. Is there a non-shared pool on the Lot?

- Yes
- No

← **WARNING TO SELLER:** Under clause 5.3(1)(f) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract.

Q2. If the answer to Q1 is Yes, is there a Pool Compliance Certificate for the non-shared pool at the time of contract?

- Yes
- No

STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS

The Seller gives notice to the Buyer of the following matters:

(a) Latent or Patent Defects in Common Property or Body Corporate Assets (s223(a)(b))*

As Per Annexure

(b) Actual or Contingent or Expected Liabilities of Body Corporate (s223(2)(c)(d))*

As Per Annexure

(c) Circumstances in Relation to Affairs of Body Corporate (s223(3))*

As Per Annexure

(d) Exceptions to Warranties in clause 7.4(4)*

As Per Annexure

(e) Proposed Body Corporate Resolutions (clause 8.4)*

As Per Annexure

*Include in attachment if insufficient space

← **WARNING TO SELLER:** The Body Corporate and Community Management Act 1997 and the Contract include warranties by the Seller about the Body Corporate and the Scheme land. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.

ADDITIONAL BODY CORPORATE INFORMATION

Interest Schedule Lot Entitlement of Lot: 1

Aggregate Interest Schedule Lot Entitlement: 86

Contribution Schedule Lot Entitlement of Lot: 1

Aggregate Contribution Schedule Lot Entitlement: 86

INSURANCE POLICIES

Insurer: MGA Insurance Group | CHU Underwriting Agencies Pty Ltd Policy No: HU0006075967

Building: \$22,021,313

Public Liability: \$30,000,000

Other: Residential Strata/Community Corporation | Class Period- 30.12.2024 to 30.12.2025

Please see Attached Certificate of Currency

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM *This section must be completed unless the Lot is vacant*

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:
(select whichever is applicable)

- installed in the residence
 not installed in the residence

← **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:
(select whichever is applicable)

- installed in the residence
 not installed in the residence

← **WARNING:** Under clause 7.8 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Lot. Failure to do so is an offence under the Fire and Emergency Services Act 1990.

NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

The Seller gives notice to the Buyer in accordance with section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* that the Land:

(select whichever is applicable)

- is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Lot or
 is affected by an application to, or an order made by, QCAT in relation to a tree on the Lot, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

← **WARNING:** Failure to comply with s83 *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Lot for a creditable purpose?
(select whichever is applicable)

- Yes
 No

[Note: An example of an acquisition for a creditable purpose would be the purchase of the Land by a building contractor, who is registered for GST, for the purposes of building a house on the Land and selling it in the ordinary course of its business.]

← **WARNING:** the Buyer warrants in clause 2.5(6) that this information is true and correct.

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:

(select whichever is applicable)

- the Buyer *is not* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
 the Buyer *is* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

← **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

INITIALS (Note: initials not required if signed with Electronic Signature)

000038132539

SPECIAL CONDITIONS

1. The seller acknowledges that if the deposit held by the deposit holder is insufficient to cover the Agent's commission and hereby irrevocably authorises and direct the Buyers Solicitor to draw a separate cheque at settlement to cover the Agent's commission plus GST together with any outstanding marketing cost, less any deposit held by the deposit holder.
2. The Seller and Buyer hereby consent to use facsimile and electronic mail (e-mail) as a method of communication for the purpose of signing this Contract of Sale to comply with Electronic Transaction (Queensland) Act 2001. The parties agree that the Contract is as legally binding and effective as if it had been executed in each other's presence.

SETTLEMENT

Settlement Date: _____ Days from Contract Date
← or any later date for settlement in accordance with clauses 6.2, 6.3, 10.5, 11.4 or any other provision of this Contract.

Place for Settlement: Brisbane
← If Brisbane is inserted, or this is not completed, this is a reference to Brisbane CBD.

WARNING: The Settlement Date as stated may change. Read clauses 6.2, 6.3, 10.5 and 11.4. If you require settlement on a particular date, seek legal advice prior to signing.

SIGNATURES

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

Buyer: _____ **Witness:** _____

Buyer: _____ **Witness:** _____
By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign. (Note: No witness is required if the Buyer signs using an Electronic Signature)

Seller: _____ **Witness:** _____

Seller: _____ **Witness:** _____
By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign. (Note: No witness is required if the Seller signs using an Electronic Signature)

INITIALS (Note: initials not required if signed with Electronic Signature)

000038132539

TERMS OF CONTRACT FOR RESIDENTIAL LOTS IN A COMMUNITY TITLES SCHEME

1. DEFINITIONS

1.1 In this contract, terms in **bold** in the Reference Schedule and the Disclosure Statement have the meanings shown opposite them and unless the context otherwise requires:

- (a) **“Approved Safety Switch”** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **“ATO”** means the Australian Taxation Office;
- (c) **“ATO Clearance Certificate”** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **“Balance Purchase Price”** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **“Bank”** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).
- (f) **“Body Corporate”** means the body corporate of the Scheme;
- (g) **“Body Corporate Debt”** has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (h) **“Body Corporate Levies”** means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
- (i) **“Bond”** means a bond under the RTRA Act;
- (j) **“Building”** means any building that forms part of the Lot or in which the Lot is situated;
- (k) **“Building Inspector”** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (l) **“Business Day”** means a day other than:
 - (i) a Saturday or Sunday
 - (ii) a public holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive).
- (m) **“CGT Withholding Amount”** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (n) **“Contract Date”** or **“Date of Contract”** means:
 - (i) the date inserted in the Reference Schedule as the Contract Date; or
 - (ii) if no date is inserted, the date on which the last party signs this contract;
- (o) **“Court”** includes any tribunal established under statute;
- (p) **“Digitally Sign”** and **“Digital Signature”** have the meaning in the ECNL;
- (q) **“Disclosure Statement”** means the statement under section 206 (existing lot) or section 213 (proposed lot) of the *Body Corporate and Community Management Act 1997*;
- (r) **“ECNL”** means the Electronic Conveyancing National Law (Queensland);
- (s) **“Electronic Conveyancing Documents”** has the meaning in the *Land Title Act 1994*;
- (t) **“Electronic Lodgement”** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (u) **“Electronic Settlement”** means settlement facilitated by an ELNO System;
- (v) **“Electronic Signature”** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (w) **“Electronic Workspace”** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (x) **“ELNO”** has the meaning in the ECNL;
- (y) **“ELNO System”** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (z) **“Encumbrances”** includes:
 - (i) unregistered encumbrances
 - (ii) statutory encumbrances; and
 - (iii) Security Interests.
- (aa) **“Essential Term”** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
 - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a) – (f), 5.5 and 6.1;
 but nothing in this definition precludes a Court from finding other terms to be essential;
- (bb) **“Exclusive Use Areas”** means parts of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (cc) **“Extension Notice”** means a notice under clause 6.2(1);
- (dd) **“Financial Institution”** means a Bank, building society or credit union;
- (ee) **“Financial Settlement”** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (ff) **“Financial Settlement Schedule”** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (gg) **“General Purpose Socket Outlet”** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (hh) **“GST”** means the goods and services tax under the *GST Act*;
- (ii) **“GST Act”** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (jj) **“GST Withholding Amount”** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (kk) **“Improvements”** means all fixed structures in the Lot (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (ll) **“Keys”** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (mm) **“Land”** means the scheme land for the Scheme;

- (nn) "**Outgoings**" means:
- (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax; and
 - (ii) Body Corporate Levies.
- (oo) "**Pest Inspector**" means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (pp) "**Pool Compliance Certificate**" means:
- (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
 - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
 - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (qq) "**PPSR**" means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (rr) "**Property**" means:
- (i) the Lot;
 - (ii) the right to any Exclusive Use Areas;
 - (iii) the Improvements;
 - (iv) the Included Chattels;
- (ss) "**Regulation Module**" means the regulation module for the Scheme;
- (tt) "**Rent**" means any periodic amount, including outgoing, payable under the Tenancies;
- (uu) "**Reserved Items**" means the Excluded Fixtures and all Chattels in the Lot and Exclusive Use Areas other than the Included Chattels;
- (vv) "**Residential Tenancy Agreement**" has the meaning in the RTRA Act;
- (ww) "**Rooming Accommodation Agreement**" has the meaning in the RTRA Act;
- (xx) "**RTRA Act**" means the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (yy) "**Scheme**" means the community titles scheme containing the Lot;
- (zz) "**Security Interests**" means all security interests registered on the PPSR over Included Chattels and Improvements;
- (aaa) "**Services**" means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (bbb) "**Smoke Alarm Requirement Provision**" has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;
- (ccc) "**Special Contribution**" means an amount levied by the Body Corporate under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate.
- (ddd) "**Transfer Documents**" means:
- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
 - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (eee) "**Transport Infrastructure**" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (fff) "**Withholding Law**" means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

1.2 Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in this contract unless the context indicates otherwise.

2. PURCHASE PRICE

2.1 GST

- (1) Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.
- (2) If a party is required to make any other payment or reimbursement under this contract, that payment or reimbursement will be reduced by the amount of any input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled.

2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.2(4), if the Buyer:
 - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
 - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
 - (c) does not take any action to defer the payment to the Deposit Holder to a later day,
 the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.2(3) but the Deposit Holder has not received the payment by the due date:
 - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
 - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.2(4)(a) is given to the Buyer then clause 2.2(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.3 Investment of Deposit

- If:
- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
 - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
 - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;

- (b) if this contract is terminated without default by the Buyer, the Buyer;
 - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
 - (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest unless the termination is due to the Seller's default or breach of warranty.
 - (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by Bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, reference to a "Bank cheque" in clause 2.5:
 - (a) includes a cheque drawn by a building society or credit union on itself;
 - (b) does not include a cheque drawn by a building society or credit union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
 - (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
 - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under s14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
 - (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
 - (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
 - (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
 - (a) the Property includes items in addition to the Lot and Improvements; and
 - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,
 in which case the market value of the Lot and Improvements will be as stated in the valuation.

- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
 - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
 - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
 - (c) on or before settlement, the Buyer must give the Seller copies of:
 - (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount.
 - (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
 - (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

2.6 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with this clause 2.6 and any adjustments paid and received on settlement so that:
 - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
 - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5) and 2.6(17), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority or the Body Corporate advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the interest schedule lot entitlement of the Lot to the aggregate interest schedule lot entitlement of the Scheme; and

- (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then the Seller irrevocably directs the Buyer to draw a bank cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Seller irrevocably directs the Buyer to draw a bank cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority or the Body Corporate, as appropriate. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8), 2.6(9) and 2.6(10).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The Seller is liable for:
- any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
 - any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- The Buyer is liable for any Special Contribution levied after the Contract Date.
- (13) If an amount payable by the Seller under clause 2.6(12) is unpaid at the Settlement Date, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (14) For the purposes of clause 2.6(12), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.
- (15) The cost of Bank cheques payable at settlement:
- to the Seller or its mortgagee are the responsibility of the Buyer; and
 - to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement.
- (16) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank Cheque without the consent of the Buyer.
- (17) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
- all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
 - any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.
- If the Seller becomes aware of a change to the information provided the Seller will as soon as practicably provide the updated information to the Buyer.

3. FINANCE

- 3.1** This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2** The Buyer must give notice to the Seller that:
- approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
 - the finance condition has been either satisfied or waived by the Buyer.
- 3.3** The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4** The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

4. BUILDING AND PEST INSPECTION REPORTS

- 4.1** This contract is conditional on the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- 4.2** The Buyer must give notice to the Seller that:
- a satisfactory Inspector's report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - clause 4.1 has been either satisfied or waived by the Buyer.
- 4.3** If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- 4.4** The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5** The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.

5. SETTLEMENT

5.1 Time and Date

- (1) Settlement must occur:
 - (a) between 9am and 4pm AEST on the Settlement Date; and
 - (b) subject to clause 5.1(2), in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (2) If the Seller has not nominated an office under clause 5.1(1)(b) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 61(2)(c) of the *Property Law Act 1974* applies.

5.2 Transfer Documents

- (1) The Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date.
- (2) If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.

5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
 - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
 - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
 - (d) if there are Tenancies:
 - (i) the Seller's copy of any tenancy agreements;
 - (ii) a notice to each tenant advising of the sale in the form required by law; and
 - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
 - (e) if the Property has been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date:
 - (i) for any Tenancies, evidence of the day of the last rent increase for each part of the Property before those Tenancies were entered into; and
 - (ii) for any part of the Property not subject to a Tenancy at settlement, evidence of the day of the last rent increase for that part of the Property, sufficient to satisfy section 93A or 105C of the RTRA Act; and
 - (f) a copy of a current Pool Compliance Certificate for each regulated pool on the Lot unless:
 - (i) the Seller has done this before settlement; or
 - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract.
- (2) If the Keys are not required to be delivered at settlement under clause 5.3(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

- (3) The Seller is not required to comply with clause 5.3(1)(e) if the Buyer is an exempt lessor as defined in section 82A of the RTRA Act.

5.4 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer the benefit of all:

- (1) covenants by the tenants under the Tenancies;
 - (2) guarantees and Bonds (subject to the requirements of the RTRA Act) supporting the Tenancies; and
 - (3) manufacturers' warranties regarding the Included Chattels;
 - (4) builders' warranties on the Improvements;
- to the extent that they are assignable and the Buyer accepts the assignment. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

5.5 Possession of Property and Title to Included Chattels

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and Exclusive Use Areas except for the Tenancies. Title to the Included Chattels passes at settlement.

5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

6. TIME

6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement.

6.2 Extension of Settlement Date

- (1) Either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.
- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
 - (a) by agreement of the parties; or
 - (b) under clause 6.3 or 11.4,but excludes any extension of the Settlement Date as a result of the operation of this clause 6.2.

6.3 Delay Event

- (1) This clause 6.3 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
 - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
 - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.3(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
 - (a) that the Suspension Period has ended; and
 - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date; and
 - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.3:
 - (a) "**Affected Party**" means a party referred to in clause 6.3(1);
 - (b) "**Delay Event**" means:
 - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 - (ii) riot, civil commotion, war, invasion or a terrorist act;
 - (iii) an imminent threat of an event in paragraphs (i) or (ii); or
 - (iv) compliance with any lawful direction or order by a Government Agency; or
 - (v) if clause 2.5 applies, the computer system operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative;
 - (c) "**Government Agency**" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
 - (d) "**Settlement Obligations**" means, in the case of the Buyer, its obligations under clauses 2.5(1), 2.5(5)(b) and (c) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) - (f) and 5.5;
 - (e) "**Suspension Period**" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

- (1) the *Body Corporate and Community Management Act 1997* and the by-Laws of the Body Corporate; and
- (2) any reservations or conditions on the title or the original Deed of Grant.

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances, Tenancies, statutory easements implied by part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

7.4 Seller's Warranties

- (1) The Seller's warranties in clauses 7.4(2), 7.4(3) and 7.4(4) apply except to the extent disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.
- (2) The Seller warrants that at the Contract Date:
 - (a) there is no outstanding notice under section 246AG, 247 or 248 of the *Building Act 1975* or section 167 or 168 of the *Planning Act 2016* that affects the Property;
 - (b) the Seller has not received any communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(2)(a) or a notice or order referred to in clause 7.6(1);
 - (c) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
 - (d) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Land;
 - (e) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (3) The Seller warrants that at settlement:
 - (a) it will be the registered owner of an estate in fee simple in the Lot and will own the Improvements and Included Chattels;
 - (b) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (c) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (4) The Seller warrants that at the Contract Date:
 - (a) there is no unregistered lease, easement or other right capable of registration and which is required to be registered to give indefeasibility affecting the common property or Body Corporate assets;
 - (b) there is no proposal to record a new community management statement for the Scheme and it has not received a notice of a meeting of the Body Corporate to be held after the Contract Date or notice of any proposed resolution or a decision of the Body Corporate to consent to the recording of a new community management statement for the Scheme;

- (c) all Body Corporate consents to improvements made to common property and which benefit the Lot, or the registered owner of the Lot, are in force; and
 - (d) the Additional Body Corporate Information is correct (if completed).
- (5) If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.
- (6) If:
- (a) the Seller breaches a warranty in clause 7.4(4); or
 - (b) the Additional Body Corporate Information is not completed;
- and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (7) Clauses 7.4(5) and 7.4(6) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.
- (8) The Seller warrants that:
- (a) the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements or Rooming Accommodation Agreements are true and correct; and
 - (b) if there are Tenancies, the current rent complies with the requirements of section 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.
- (9) If the Seller's warranty in clause 7.4(8) is incorrect, the Buyer's only remedy against the Seller is for compensation. The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.4(8).
- (10) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If:
- (a) there is an error in the boundaries or area of the Lot;
 - (b) there is an encroachment by structures onto or from the Lot that is not protected by statutory easement under Part 6A of the *Land Title Act 1994*;
 - (c) there are Services which pass through the Lot that do not service the Lot and are not:
 - (i) protected by any Encumbrance disclosed to the Buyer in this contract; or
 - (ii) protected by the statutory easements under Part 6A of the *Land Title Act 1994*; or
 - (d) there is a mistake or omission in describing the Lot or the Seller's title to it, which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (3) If a matter referred to in clause 7.5(2) is:
- (a) immaterial; or
 - (b) material, but the Buyer elects to complete this contract;
- the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing before settlement.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

7.6 Requirements of Authorities

- (1) Any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property must be fully complied with:
- (a) if issued before the Contract Date: by the Seller before the Settlement Date, unless clause 7.6(4) applies; or
 - (b) if issued on or after the Contract Date: by the Buyer unless clause 7.6(3) applies.
- (2) If the Seller fails to comply with clause 7.6(1)(a), the Buyer is entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt.
- (3) If any notice or order referred to in clause 7.6(1)(b) is required to be complied with before the Settlement Date:
- (a) the Seller must comply with the notice or order; and
 - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,
- unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the notice or order.
- (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:
- (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.

7.7 Property Adversely Affected

- (1) If at the Contract Date:
- (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
 - (c) access to the Land or the Lot, passes unlawfully through other land;
 - (d) any Services to the Land or the Lot which pass through other land are not protected by a registered easement, building management statement or statutory authority (including statutory easements under Part 6A of the *Land Title Act 1994*);
 - (e) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
 - (f) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
 - (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
 - (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*; or
 - (i) there is a charge against the Lot under s104 of the *Foreign Acquisitions and Takeovers Act 1975*,
- and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.

- (3) The Seller authorises the Buyer to:
 - (a) inspect records held by any authority, including Security Interests on the PPSR, relating to the Property or the Land; and
 - (b) apply for a certificate of currency of the Body Corporate's insurance from any insurer.

7.8 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.8(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyer's only remedy for non-compliance with clause 7.8(1).

7.9 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Lot and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;
- (2) for inspections under clause 4;
- (3) once to inspect the Property before settlement;
- (4) once to value the Property before settlement; and
- (5) once to carry out an inspection for smoke alarms installed in the Property.

8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.
- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

8.4 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
 - (a) any notice it receives of a proposed meeting of the Body Corporate to be held after the Contract Date; and
 - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by:
 - (a) any resolution of the Body Corporate passed after the Contract Date, other than a resolution, details of which are disclosed to the Buyer in this contract; or
 - (b) where the Scheme is a subsidiary scheme, any resolution of a Body Corporate of a higher scheme.

- (3) In clause 8.4(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

8.5 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Lot; and
- (5) further copies or details if those previously given cease to be complete and accurate.

8.6 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
 - (a) create a relationship of landlord and tenant; or
 - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

- (1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.
- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this Contract or any right at law or in equity.

9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
 - (a) any deficiency in price on a resale; and
 - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.
- (2) Any profit on a resale belongs to the Seller.

9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Rate:
 - (a) on any amount payable under this contract which is not paid when due; and
 - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
 - (a) under clause 9.9(1)(a), from the date it is due until paid; and
 - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

10. GENERAL

10.1 Seller's Agent

The Seller's Agent is appointed as the Seller's agent to introduce a Buyer.

10.2 Foreign Buyer Approval

The Buyer warrants that either:

- (1) the Buyer's purchase of the Property is not a notifiable action; or
- (2) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or

- (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
- (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).

- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
 - (a) 5 Business Days after posting;
 - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
 - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (3) If clause 11 applies and the Settlement Date falls on a day on which both the Sydney and Melbourne offices of the Reserve Bank of Australia are closed, the Settlement Date will be taken to be the next Business Day.

10.6 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

10.7 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

10.8 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

10.9 Interpretation

- (1) **Plurals and Genders**

Reference to:

 - (a) the singular includes the plural and the plural includes the singular;
 - (b) one gender includes each other gender;

- (c) a person includes a Body Corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

(2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

(3) Statutes and Regulations

Reference to statutes includes all statutes amending, consolidating or replacing them.

(4) Inconsistencies

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

(5) Headings

Headings are for convenience only and do not form part of this contract or affect its interpretation.

(6) Calculating Time

If anything is permitted or required to be done:

- (a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.

- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;

Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday.

- (c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.

Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

10.10 Counterparts

- (1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- (2) A counterpart may be electronic and signed using an Electronic Signature.

11. ELECTRONIC SETTLEMENT

11.1 Application of Clause

Clause 11:

- (a) applies if the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer is a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies;
- (b) continues to apply even if section 5(2)(a)(ii) of the *Land Title Regulation 2022* applies; and
- (c) overrides any other provision of this contract to the extent of any inconsistency.

11.2 Nomination of ELNO System and Completion of Electronic Workspace

- (1) The Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 10.4(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System.

- (2) The parties must:

- (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
- (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.

- (3) If the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST.

- (4) If any part of the Purchase Price is to be paid to discharge an Outgoing:

- (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
- (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.

- (5) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:

- (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
- (b) the Buyer and the seller authorise the Deposit Holder to make the payment in clause 11.2(5)(a);
- (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
- (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

11.3 Electronic Settlement

- (1) Clauses 5.1(1)(b), 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
 - (a) clause 2.5(3)(c), (e) and (f); and
 - (b) clause 2.5(5)(d) and (e), (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d), (e) and (f) if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
 - (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(c) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and

- (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

11.4 Computer System Unavailable

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Queensland Revenue Office, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative or unavailable, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

11.5 Costs

Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

12. ELECTRONIC CONTRACT AND DISCLOSURE

12.1 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- (a) agree to enter into this contract in electronic form; and
- (b) consent to either or both parties signing the contract using an Electronic Signature.

12.2 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer and which was given before the Buyer signed this contract.

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 18167051	Search Date: 20/03/2025 11:51
Date Title Created: 08/07/1991	Request No: 51277805
Previous Title: 18120158	

ESTATE AND LAND

Estate in Fee Simple

LOT 29 GROUP TITLES PLAN OF RESUBDIVISION 2683
Local Government: LOGAN
COMMUNITY MANAGEMENT STATEMENT 20381

REGISTERED OWNER

Dealing No: 717785706 18/01/2017
ROBERT WALLACE GRIGOR

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Deed of Grant No. 10226035 (POR 9)
2. MORTGAGE No 717785707 18/01/2017 at 15:52
COMMONWEALTH BANK OF AUSTRALIA A.B.N. 48 123 123 124

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **



Strata and Community Title Services

Brisbane Office
357 Logan Road,
Greenslopes Qld 4120
PO Box 709,
Coorparoo LPO, Qld 4151

T 07 3917 6300

Whittles Brisbane Pty Ltd
ABN 18 116 746 340

www.whittles.com.au

02/04/25

Dear Sir/Madam

RE: **Section 206 - Disclosure Statement**
ROSE-WOOD VILLAS CTS 20381
Plan Number: GRP2683
Community Title Scheme Number: 020381
3 COSTATA STREET, HILLCREST
ABN: 40895208263
Lot: 00029
OWNER: R W Grigor

Secretary: Whittles Brisbane Pty Ltd
PO Box 709
Coorparoo QLD 4151

P - 07 3917-6300
E - info.brisbane@whittles.com.au

Body Corporate
Manager: Whittles Brisbane Pty Ltd
PO Box 709
Coorparoo QLD 4151

P - 07 3917-6300
E - info.brisbane@whittles.com.au

Committee: The Body Corporate has a Committee as stated under the applicable Regulation Module (and Whittles Body Corporate Management Pty Ltd has been appointed to perform the function of the Committee for the provision of information relating to the Body Corporate and Community Management Act 1997).

Levies Determined By The Body Corporate For This Lot:

Administrative Fund - Based on contribution schedule lot entitlements

Administrative Fund	Amount	Due Date	Discount	If Paid By	Date Paid
01/04/24 to 30/06/24	\$681.00	01/04/24	\$136.20	01/04/24	29/04/24
01/07/24 to 30/09/24	\$688.00	18/07/24	\$137.60	18/07/24	18/07/24
01/10/24 to 31/12/24	\$688.00	01/10/24	\$137.60	01/10/24	03/10/24
01/01/25 to 31/03/25	\$688.00	01/01/25	\$137.60	01/01/25	17/02/25
01/04/25 to 30/06/25 Interim	\$688.00	01/04/25	\$137.60	01/04/25	17/02/25

Sinking Fund - Based on contribution schedule lot entitlements

Sinking Fund	Amount	Due Date	Discount	If Paid By	Date Paid
01/04/24 to 30/06/24	\$82.00	01/04/24	\$16.40	01/04/24	29/04/24
01/07/24 to 30/09/24	\$88.00	18/07/24	\$17.60	18/07/24	18/07/24
01/10/24 to 31/12/24	\$88.00	01/10/24	\$17.60	01/10/24	03/10/24
01/01/25 to 31/03/25	\$88.00	01/01/25	\$17.60	01/01/25	17/02/25
01/04/25 to 30/06/25 Interim	\$88.00	01/04/25	\$17.60	01/04/25	17/02/25

Improvements On Common Property For Which Buyer Will Be Responsible:

Any improvements made by the Lot Owner with authorisation of the Body Corporate.

Community Management Statement:

The attached Community Management Statement includes information relating to the Regulation Module, Contribution Schedule Lot Entitlements and Interest Schedule Lot Entitlements.

Body Corporate Assets Required To Be Recorded On The Register: Nil

Lot Entitlements:

The Lot contribution lot entitlement value is 1 of a total 86.

The Lot interest lot entitlement value is 1 of a total 86.

Balance of Sinking fund at 02/04/2025 was \$80,384.36CR.

Insurance Levies Not Included In Administrative Fund Levies:

N/A

Monetary Liability Under Exclusive Use By-Law

As per the attached Community Management Statement.

Insurance:

Please refer to the attached Certificate of Currency / Certificate of Insurance.

Mortgages or Securities Over Body Corporate Assets: Nil

Information Prescribed Under Regulation Module:

Standard Format Plan - Accommodation Module

.....
Seller/Sellers Agent Name Witness Name Date

.....
Seller/Sellers Agent Signature Witness Signature Date

The Buyer acknowledges having received and read this statement from the Seller before entering into the contracts.

.....
Buyer's Name Witness Name Date

.....
Buyer's Signature Witness Signature Date

TAX INVOICE

02/04/2025

Whittles Brisbane Pty Ltd
ABN 18 116 746 340
PO Box 709
Coorparoo QLD 4151

R W Grigor
74A DENMAN PARADE
NORMANHURST NSW 2076

DESCRIPTION: Searching and completing document for provisions of Section 206,
Body Corporate and Community Management Act 1997,
Lot 00029 at 3 COSTATA STREET, HILLCREST

ROSE-WOOD VILLAS CTS 20381

FEE:	As prescribed	\$168.18	PAID
	Plus 10% GST	\$16.81	PAID
TOTAL DUE:		<hr/> \$185.00	PAID

OWNER: R W Grigor

With Compliments



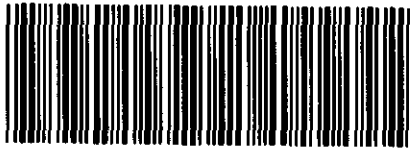
FORM 14 - GENERAL REQUEST

Version 2

Land Title Act 1994 and Land Act 1962

Queensland Land Registry

Stamp Duty Imprint



702713682

\$50.00

04/06/1998 11:42

BH 470

1. Nature of Request

RECORD NEW COMMUNITY
MANAGEMENT STATEMENT

Lodger Name, address & phone number LODGER CODE

LOGAN BODY CORPORATE SERVICE
PO BOX 460 SUNNYBANK 4109
Ph. 018 782 700

2. Description of Lot

County

Parish

Title Reference

COMMON PROPERTY OF
ROSE-WOOD VILLAS
COMMUNITY TITLES SCHEME
20381

STANLEY

YEERONGPILLY

19302579

3. Registered Proprietor / Crown-Lessee

BODY CORPORATE FOR ROSE-WOOD ~~COMMUNITY~~ VILLAS
COMMUNITY TITLES SCHEME 20381

4. Interest

FEE SIMPLE

5. Applicant

BODY CORPORATE FOR ROSE-WOOD VILLAS
COMMUNITY TITLES SCHEME 20381

6. Request

I hereby request that: THE NEW COMMUNITY MANAGEMENT STATEMENT DEPOSITED HERewith
WHICH AMENDS THE EXISTING CMS BY ALTERING THE REGULATION TO THE ACCOMMODATION
MODULE BE RECORDED AS THE COMMUNITY MANAGEMENT STATEMENT FOR ROSE-WOOD
VILLAS COMMUNITY TITLES SCHEME 20381

7. Execution by Applicant

\$ SHORT FEE

\$ 25 REQUISITION FEE

- 6 AUG 1998

Paid Vide No. 4918



Execution Date

02 106198

Applicant's or Solicitor's Signature

Mike Golden CHAIRMAN
Mike Golden SECRETARY
(MEMBERS OF THE COMMITTEE)

Note: A solicitor is required to print full name if signing on behalf of the applicant

FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

Page 1 of 20
4/20

TITLE REFERENCE 19302579

20381

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

ROSE-WOOD VILLAS COMMUNITY TITLES SCHEME
20381

2. Regulation module

ACCOMMODATION MODULE

3. Name of body corporate

BODY CORPORATE FOR ROSE-WOOD VILLAS COMMUNITY TITLES SCHEME 20381

4. Scheme land

SEE ATTACHED SCHEDULE

5. Name and address of original owner

NOT APPLICABLE

first community management statement only

6. Reference to plan lodged with this statement

NOT APPLICABLE

7. Local Government community management statement notation

NOT APPLICABLE PURSUANT TO SECTION 54(4) OF THE BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997

.....signed

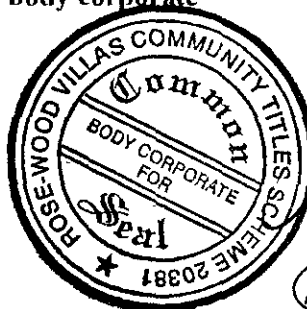
.....name and designation

.....name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date

02 / 06 / 98



*Execution

[Signature] CHAIRMAN

 Mike Golden SECRETARY
 (MEMBERS OF THE COMMITTEE)

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

4. SCHEME LAND

Description of Land	County	Parish	Title Reference
Common property for Rose-wood Villas Community Titles Scheme 20381	Stanley	Mitchell	19302579
Lot 1 on GTP 2579	Stanley	Mitchell	18120132
Lot 2 on GTP 2579	Stanley	Mitchell	18120133
Lot 3 on GTP 2579	Stanley	Mitchell	18120134
Lot 4 on GTP 2579	Stanley	Mitchell	18120135
Lot 5 on GTP 2579	Stanley	Mitchell	18120136
Lot 6 on GTP 2579	Stanley	Mitchell	18120137
Lot 7 on GTP 2579	Stanley	Mitchell	18120138
Lot 8 on GTP 2579	Stanley	Mitchell	18120139
Lot 9 on GTP 2579	Stanley	Mitchell	18120140
Lot 10 on GTP 2579	Stanley	Mitchell	18120141
Lot 11 on GTP 2579	Stanley	Mitchell	18120142
Lot 12 on GTP 2579	Stanley	Mitchell	18120143
Lot 13 on GTP 2579	Stanley	Mitchell	18120144
Lot 14 on GTP 2579	Stanley	Mitchell	18120145
Lot 15 on GTP 2579	Stanley	Mitchell	18120146
Lot 16 on GTP 2579	Stanley	Mitchell	18120147
Lot 17 on GTP 2579	Stanley	Mitchell	18120148
Lot 18 on GTP 2579	Stanley	Mitchell	18120149
Lot 19 on GTP 2579	Stanley	Mitchell	18120150
Lot 20 on GTP 2579	Stanley	Mitchell	18120151
Lot 21 on GTP 2579	Stanley	Mitchell	18120152
Lot 22 on GTP 2579	Stanley	Mitchell	18120153
Lot 23 on GTP 2579	Stanley	Mitchell	18120154
Lot 24 on GTP 2579	Stanley	Mitchell	18120155
Lot 25 on GTP 2579	Stanley	Mitchell	18120156
Lot 26 on GTP 2579	Stanley	Mitchell	18120157
Lot 54 on GTP 2579	Stanley	Mitchell	18169107
Lot 56 on GTP 2579	Stanley	Mitchell	18169109
Lot 28 on GRP 2683	Stanley	Mitchell	18167050
Lot 29 on GRP 2683	Stanley	Mitchell	18167051
Lot 30 on GRP 2683	Stanley	Mitchell	18167052
Lot 31 on GRP 2683	Stanley	Mitchell	18167053
Lot 32 on GRP 2683	Stanley	Mitchell	18167054
Lot 33 on GRP 2683	Stanley	Mitchell	18167055
Lot 34 on GRP 2683	Stanley	Mitchell	18167056
Lot 35 on GRP 2683	Stanley	Mitchell	18167057
Lot 36 on GRP 2683	Stanley	Mitchell	18167058
Lot 37 on GRP 2683	Stanley	Mitchell	18167059
Lot 38 on GRP 2683	Stanley	Mitchell	18167060

Title Reference

19302579. 18120132. 18120133. 18120134. 18120135. 18120136. 18120137. 18120138. 18120139. 18120140. 18120141. 18120142. 18120143. 18120144. 18120145. 18120146. 18120147. 18120148. 18120149. 18120150. 18120151. 18120152. 18120153. 18120154. 18120155. 18120156. 18120157. 18169107. 18169109. 18167050. 18167051. 18167052. 18167053. 18167054. 18167055. 18167056. 18167057. 18167058. 18167059. 18167060. 18167061. 18167062. 18167063. 18167064. 18167065. 18167066. 18167067. 18167068. 18167069. 18167070. 18169103. 18169104. 18169105. 18169106. 18169108. 18169110. 18169111. 18169112. 18169113. 18169114. 18169115. 18169116. 18169117. 18169118. 18169119. 18169120. 18176091. 18176092. 18176093. 18176094. 18176095. 18176096. 18176097. 18176098. 18176099. 18176100. 18176101. 18176102. 18176103. 18176104. 18176105. 18176106. 18176107. 18176108. 18176109. 18176110. 18176111.

| | | | |
|--------------------|---------|----------|----------|
| Lot 39 on GRP 2683 | Stanley | Mitchell | 18167061 |
| Lot 40 on GRP 2683 | Stanley | Mitchell | 18167062 |
| Lot 41 on GRP 2683 | Stanley | Mitchell | 18167063 |
| Lot 42 on GRP 2683 | Stanley | Mitchell | 18167064 |
| Lot 43 on GRP 2683 | Stanley | Mitchell | 18167065 |
| Lot 44 on GRP 2683 | Stanley | Mitchell | 18167066 |
| Lot 45 on GRP 2683 | Stanley | Mitchell | 18167067 |
| Lot 46 on GRP 2683 | Stanley | Mitchell | 18167068 |
| Lot 47 on GRP 2683 | Stanley | Mitchell | 18167069 |
| Lot 48 on GRP 2683 | Stanley | Mitchell | 18167070 |
| Lot 50 on GRP 2703 | Stanley | Mitchell | 18169103 |
| Lot 51 on GRP 2703 | Stanley | Mitchell | 18169104 |
| Lot 52 on GRP 2703 | Stanley | Mitchell | 18169105 |
| Lot 53 on GRP 2703 | Stanley | Mitchell | 18169106 |
| Lot 55 on GRP 2703 | Stanley | Mitchell | 18169108 |
| Lot 57 on GRP 2703 | Stanley | Mitchell | 18169110 |
| Lot 58 on GRP 2703 | Stanley | Mitchell | 18169111 |
| Lot 59 on GRP 2703 | Stanley | Mitchell | 18169112 |
| Lot 60 on GRP 2703 | Stanley | Mitchell | 18169113 |
| Lot 61 on GRP 2703 | Stanley | Mitchell | 18169114 |
| Lot 62 on GRP 2703 | Stanley | Mitchell | 18169115 |
| Lot 63 on GRP 2703 | Stanley | Mitchell | 18169116 |
| Lot 64 on GRP 2703 | Stanley | Mitchell | 18169117 |
| Lot 65 on GRP 2703 | Stanley | Mitchell | 18169118 |
| Lot 66 on GRP 2703 | Stanley | Mitchell | 18169119 |
| Lot 67 on GRP 2703 | Stanley | Mitchell | 18169120 |
| Lot 69 on GRP 2713 | Stanley | Mitchell | 18176091 |
| Lot 70 on GRP 2713 | Stanley | Mitchell | 18176092 |
| Lot 71 on GRP 2713 | Stanley | Mitchell | 18176093 |
| Lot 72 on GRP 2713 | Stanley | Mitchell | 18176094 |
| Lot 73 on GRP 2713 | Stanley | Mitchell | 18176095 |
| Lot 74 on GRP 2713 | Stanley | Mitchell | 18176096 |
| Lot 75 on GRP 2713 | Stanley | Mitchell | 18176097 |
| Lot 76 on GRP 2713 | Stanley | Mitchell | 18176098 |
| Lot 77 on GRP 2713 | Stanley | Mitchell | 18176199 |
| Lot 78 on GRP 2713 | Stanley | Mitchell | 18176100 |
| Lot 79 on GRP 2713 | Stanley | Mitchell | 18176101 |
| Lot 80 on GRP 2713 | Stanley | Mitchell | 18176102 |
| Lot 81 on GRP 2713 | Stanley | Mitchell | 18176103 |
| Lot 82 on GRP 2713 | Stanley | Mitchell | 18176104 |
| Lot 83 on GRP 2713 | Stanley | Mitchell | 18176105 |
| Lot 84 on GRP 2713 | Stanley | Mitchell | 18176106 |
| Lot 85 on GRP 2713 | Stanley | Mitchell | 18176107 |
| Lot 86 on GRP 2713 | Stanley | Mitchell | 18176108 |

Title Reference

19302579. 18120132. 18120133. 18120134. 18120135. 18120136. 18120137. 18120138. 18120139. 18120140. 18120141.
18120142. 18120143. 18120144. 18120145. 18120146. 18120147. 18120148. 18120149. 18120150. 18120151. 18120152.
18120153. 18120154. 18120155. 18120156. 18120157. 18169107. 18169109. 18167050. 18167051. 18167052. 18167053.
18167054. 18167055. 18167056. 18167057. 18167058. 18167059. 18167060. 18167061. 18167062. 18167063. 18167064.
18167065. 18167066. 18167067. 18167068. 18167069. 18167070. 18169103. 18169104. 18169105. 18169106. 18169108.
18169110. 18169111. 18169112. 18169113. 18169114. 18169115. 18169116. 18169117. 18169118. 18169119. 18169120.
18176091. 18176092. 18176093. 18176094. 18176095. 18176096. 18176097. 18176098. 18176099. 18176100. 18176101.
18176102. 18176103. 18176104. 18176105. 18176106. 18176107. 18176108. 18176109. 18176110. 18176111.

| | | | |
|--------------------|---------|----------|----------|
| Lot 87 on GRP 2713 | Stanley | Mitchell | 18176109 |
| Lot 88 on GRP 2713 | Stanley | Mitchell | 18176110 |
| Lot 89 on GRP 2713 | Stanley | Mitchell | 18176111 |

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

| Lot on Plan | Contribution | Interest |
|--------------------|--------------|----------|
| Lot 1 on GTP 2579 | | 1 |
| Lot 2 on GTP 2579 | | 1 |
| Lot 3 on GTP 2579 | | 1 |
| Lot 4 on GTP 2579 | | 1 |
| Lot 5 on GTP 2579 | | 1 |
| Lot 6 on GTP 2579 | | 1 |
| Lot 7 on GTP 2579 | | 1 |
| Lot 8 on GTP 2579 | | 1 |
| Lot 9 on GTP 2579 | | 1 |
| Lot 10 on GTP 2579 | | 1 |
| Lot 11 on GTP 2579 | | 1 |
| Lot 12 on GTP 2579 | | 1 |
| Lot 13 on GTP 2579 | | 1 |
| Lot 14 on GTP 2579 | | 1 |
| Lot 15 on GTP 2579 | | 1 |
| Lot 16 on GTP 2579 | | 1 |
| Lot 17 on GTP 2579 | | 1 |
| Lot 18 on GTP 2579 | | 1 |
| Lot 19 on GTP 2579 | | 1 |
| Lot 20 on GTP 2579 | | 1 |
| Lot 21 on GTP 2579 | | 1 |
| Lot 22 on GTP 2579 | | 1 |
| Lot 23 on GTP 2579 | | 1 |
| Lot 24 on GTP 2579 | | 1 |
| Lot 25 on GTP 2579 | | 1 |
| Lot 26 on GTP 2579 | | 1 |
| Lot 54 on GTP 2579 | | 1 |
| Lot 56 on GTP 2579 | | 1 |
| Lot 28 on GRP 2683 | | 1 |
| Lot 29 on GRP 2683 | | 1 |
| Lot 30 on GRP 2683 | | 1 |

Title Reference

19302579. 18120132. 18120133. 18120134. 18120135. 18120136. 18120137. 18120138. 18120139. 18120140. 18120141.
18120142. 18120143. 18120144. 18120145. 18120146. 18120147. 18120148. 18120149. 18120150. 18120151. 18120152.
18120153. 18120154. 18120155. 18120156. 18120157. 18169107. 18169109. 18167050. 18167051. 18167052. 18167053.
18167054. 18167055. 18167056. 18167057. 18167058. 18167059. 18167060. 18167061. 18167062. 18167063. 18167064.
18167065. 18167066. 18167067. 18167068. 18167069. 18167070. 18169103. 18169104. 18169105. 18169106. 18169108.
18169110. 18169111. 18169112. 18169113. 18169114. 18169115. 18169116. 18169117. 18169118. 18169119. 18169120.
18176091. 18176092. 18176093. 18176094. 18176095. 18176096. 18176097. 18176098. 18176099. 18176100. 18176101.
18176102. 18176103. 18176104. 18176105. 18176106. 18176107. 18176108. 18176109. 18176110. 18176111.

| | | |
|--------------------|--|--|
| Lot 31 on GRP 2683 | | |
| Lot 32 on GRP 2683 | | |
| Lot 33 on GRP 2683 | | |
| Lot 34 on GRP 2683 | | |
| Lot 35 on GRP 2683 | | |
| Lot 36 on GRP 2683 | | |
| Lot 37 on GRP 2683 | | |
| Lot 38 on GRP 2683 | | |
| Lot 39 on GRP 2683 | | |
| Lot 40 on GRP 2683 | | |
| Lot 41 on GRP 2683 | | |
| Lot 42 on GRP 2683 | | |
| Lot 43 on GRP 2683 | | |
| Lot 44 on GRP 2683 | | |
| Lot 45 on GRP 2683 | | |
| Lot 46 on GRP 2683 | | |
| Lot 47 on GRP 2683 | | |
| Lot 48 on GRP 2683 | | |
| Lot 50 on GRP 2703 | | |
| Lot 51 on GRP 2703 | | |
| Lot 52 on GRP 2703 | | |
| Lot 53 on GRP 2703 | | |
| Lot 55 on GRP 2703 | | |
| Lot 57 on GRP 2703 | | |
| Lot 58 on GRP 2703 | | |
| Lot 59 on GRP 2703 | | |
| Lot 60 on GRP 2703 | | |
| Lot 61 on GRP 2703 | | |
| Lot 62 on GRP 2703 | | |
| Lot 63 on GRP 2703 | | |
| Lot 64 on GRP 2703 | | |
| Lot 65 on GRP 2703 | | |
| Lot 66 on GRP 2703 | | |
| Lot 67 on GRP 2703 | | |
| Lot 69 on GRP 2713 | | |

Title Reference

19302579. 18120132. 18120133. 18120134. 18120135. 18120136. 18120137. 18120138. 18120139. 18120140. 18120141.
18120142. 18120143. 18120144. 18120145. 18120146. 18120147. 18120148. 18120149. 18120150. 18120151. 18120152.
18120153. 18120154. 18120155. 18120156. 18120157. 18169107. 18169109. 18167050. 18167051. 18167052. 18167053.
18167054. 18167055. 18167056. 18167057. 18167058. 18167059. 18167060. 18167061. 18167062. 18167063. 18167064.
18167065. 18167066. 18167067. 18167068. 18167069. 18167070. 18169103. 18169104. 18169105. 18169106. 18169108.
18169110. 18169111. 18169112. 18169113. 18169114. 18169115. 18169116. 18169117. 18169118. 18169119. 18169120.
18176091. 18176092. 18176093. 18176094. 18176095. 18176096. 18176097. 18176098. 18176099. 18176100. 18176101.
18176102. 18176103. 18176104. 18176105. 18176106. 18176107. 18176108. 18176109. 18176110. 18176111.

| | | |
|--------------------|----|----|
| Lot 70 on GRP 2713 | 1 | 1 |
| Lot 71 on GRP 2713 | 1 | 1 |
| Lot 72 on GRP 2713 | 1 | 1 |
| Lot 73 on GRP 2713 | 1 | 1 |
| Lot 74 on GRP 2713 | 1 | 1 |
| Lot 75 on GRP 2713 | 1 | 1 |
| Lot 76 on GRP 2713 | 1 | 1 |
| Lot 77 on GRP 2713 | 1 | 1 |
| Lot 78 on GRP 2713 | 1 | 1 |
| Lot 79 on GRP 2713 | 1 | 1 |
| Lot 80 on GRP 2713 | 1 | 1 |
| Lot 81 on GRP 2713 | 1 | 1 |
| Lot 82 on GRP 2713 | 1 | 1 |
| Lot 83 on GRP 2713 | 1 | 1 |
| Lot 84 on GRP 2713 | 1 | 1 |
| Lot 85 on GRP 2713 | 1 | 1 |
| Lot 86 on GRP 2713 | 1 | 1 |
| Lot 87 on GRP 2713 | 1 | 1 |
| Lot 88 on GRP 2713 | 1 | 1 |
| Lot 89 on GRP 2713 | 1 | 1 |
| TOTALS | 86 | 86 |

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Section 57 (1) (e)&(f) of the Body Corporate and Community Management Act 1997 do not apply.

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

SCHEDULE C

BY-LAWS

RESTATEMENT OF BY-LAWS 1 - 44

1. INTERPRETATION

1.1 Headings throughout these By-laws are for guidance only and are not to be used as an aid in the interpretation of these By-laws. Plurals shall include the singular and singular the plural. References to either gender shall include a reference to the other gender.

1.2 Throughout these By-laws, the following terms shall, where the context permits, have the meanings herein ascribed to them.

"the Act" means the Building Units & Group Titles Act 1980 as amended from time to time.

"the Body Corporate" means the Body Corporate of the proprietors, "Rose-Wood Villas", Group Titles Plan 2579, established upon the registration of the Group Titles Plan pursuant to the Act.

"the By-laws" or "these By-laws" means the By-laws herein contained or any specified part of them.

"the common property" means the common property referred to in the registered Group Titles Plan.

"the Committee" means the Committee of the Body Corporate appointed pursuant to the Act.

"the Committee's Representative" means a member of the Committee appointed from time to time for the purpose of representing the Committee.

"Lot" means a lot in the registered Group Titles Plan and includes a townhouse constructed on the Lot.

"the Parcel" means all the land referred to in the registered Group Titles Plan.

"the Secretary" means the Secretary or the Body Corporate Manager of the Body Corporate appointed pursuant to the Act.

"Townhouse" means a townhouse constructed or to be constructed on a lot in the registered Group Titles Plan and includes the carport on the Lot.

2. USE OF LOT

Subject to By-law 37, each Townhouse (excluding the carport) shall be used for residential purposes only. The carports situated on the Lots shall be used for parking of motor vehicles only.

3. GENERAL APPEARANCE OF LOTS

No structural alterations shall be made to any Townhouse (including any alteration to gas, water or electrical installations

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

or work for the purpose of enclosing in any manner whatsoever the balcony, if any, of any Townhouse and including the installation of any air conditioning system) and a proprietor or occupier of a Lot shall not in any way alter the exterior appearance of the Lot, including the garden and grounds (if any) nor cause to be constructed or placed upon any part of the Lot any materials or items which the Committee reasonably considers to be unsightly or detracting from the appearance of the townhouse.

4. MAINTENANCE OF LOTS AND TOWNHOUSES

A proprietor or occupier of a Lot shall -

- 4.1 generally be responsible for the proper maintenance and decoration of his Lot;
- 4.2 maintain in good condition and repair the exterior of the Townhouse including the walls, windows, gates, walkways, paths and driveways located within the Lot;
- 4.2 maintain the interior of his Townhouse in a clean condition and take all practical steps to prevent infestation by vermin and/or insects; and
- 4.3 maintain in good condition all yard, lawn, landscaping, garden, plants and irrigation and drainage facilities located within a Lot.

5. APPEARANCE OF TOWNHOUSES

A proprietor or occupier of a Lot shall not hang washing, towels, bedding, clothing or other articles (except on clothes lines in designated areas provided by the Body Corporate (if any)) or display any sign, advertisement, placard, banner, pamphlet or like matter on the common property or on any part of his Lot in such a way as to be visible from outside the Lot.

6. WATER APPARATUS

- 6.1 A proprietor or occupier of a Lot shall see that all water taps on his Lot are properly turned off after use.
- 6.2 The water closets, conveniences and other water apparatus including water pipes and drains in each Townhouse shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances shall be deposited therein.
- 6.3 Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by such proprietor or occupier whether the same is caused by his own acts or those of members of his household or his servants or agents or guests.

7. LIGHTING AND HEATING OF TOWNHOUSES

The proprietor or occupier of a Lot shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Townhouse nor in any other way cause or increase a risk of fire or explosion in such Townhouse.

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

8. **STORAGE OF FLAMMABLE LIQUIDS ETC**

A proprietor or occupier of a Lot shall not, except with the prior written consent of the Committee, use or store upon his Lot or upon the common property any flammable chemical, liquid, gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

9. **WINDOWS**

The windows of a Townhouse shall be kept clean and promptly replaced with fresh glass of the same kind colour and weight as at present if broken or cracked.

10. **WINDOW COVERS**

Curtains, drapes, shutters and blinds on the interior of a Townhouse may be installed as window covers provided the same are similar to that originally installed by the Original Proprietor (or if otherwise, with the prior written consent of the Committee) or otherwise with the prior written consent of the Committee. No window shall be covered with aluminium foil or similar reflective material or tinted and no skylights, air conditioners, shutters, awnings or other window cover shall be affixed externally to any building except with the prior written consent of the Committee.

11. **KEEPING OF ANIMALS**

Except with the prior written consent of the Body Corporate Committee, no dogs, cats, fish, birds, insects, reptiles, animals, livestock or poultry of any kind shall be raised, bred or kept upon any Lot or upon the common property. This By-law shall be subject to the provisions of the Guide Dogs Act 1972-1984.

12. **PAINTING AND AFFIXING OF SIGNS PROHIBITED**

Subject to By-law 35, a proprietor or occupier of a Lot shall not paint or affix any signs, advertisements, notices or posters to or on any part of the Lot, or the common property, nor do anything to vary the external appearance of the Lot or the common property without the prior written consent of the Committee.

13. **ANTENNAE**

No television, radio or other electronic antenna or device of any type shall be erected, constructed or placed or permitted to remain on any Lot or on the common property unless and until the same has been approved in writing by the Committee or unless the same is contained within a Townhouse and not visible from the exterior of such Townhouse.

14. **SECURITY OF TOWNHOUSES**

All doors and windows to any Townhouse shall be securely fastened on all occasions when the Townhouse is left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.

15. **INSURANCE**

A proprietor or occupier of a Lot -

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

15.1 shall insure and keep insured the Townhouse upon the Lot under a damage policy to the reinstatement or replacement value thereof in accordance with his obligation under section 57A of the Act; and

15.2 shall not bring to, do or keep anything to his Lot which shall increase the rate of fire insurance on his Townhouse or any other part of the parcel or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon such Lot or parcel or the regulations or ordinances of any public authority for the time being in force.

16. NUISANCE

No noxious or offensive trade or activity shall be carried on upon the parcel or in any Lot nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the proprietors and occupiers of other Lots or any other person lawfully using the common property in particular and without limiting the generality of the foregoing -

16.1 No loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any residence shall be located used or placed on any portion of the parcel or exposed to the view of other proprietors or occupiers without the prior written consent of the Committee;

16.2 All musical instruments, wirelesses, radiograms, television sets and the like shall be controlled so that the sound arising therefrom shall be reasonable and not cause annoyance to other proprietors and occupiers of Lots on the parcel;

16.3 Guests leaving after 11.00pm shall be requested by their hosts to leave quietly and quietness shall also be observed when proprietors and occupiers return to their Townhouses late at night or in the early morning hours;

16.4 In the event of any unavoidable noise in a Townhouse at any time the occupier or proprietor thereof shall take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Townhouse and also such further steps as may be within their power for the same purpose.

17. OBSTRUCTION

A proprietor or occupier of a Lot shall not obstruct the lawful use of the common property by any person. In addition, pathways and driveways on the common property and any easement giving access to the common property shall not be obstructed by any such proprietor or occupier or used by them for any other purpose than the reasonable ingress and egress to and from their particular Lot.

18. DEPOSITING RUBBISH ON COMMON PROPERTY

A proprietor shall not -

18.1 deposit or throw upon the common property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another proprietor or occupier or of any person lawfully using the common property;

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

18.2 throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of his Townhouse.

Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the proprietor or occupier concerned.

19. **GARBAGE DISPOSAL**

A proprietor or occupier of a Lot shall -

19.1 save where the Body Corporate provides some other means of disposal of garbage, maintain within his Townhouse, or on such part of the parcel as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;

19.2 comply with all local authority By-laws and ordinances relating to the disposal of garbage;

19.3 ensure that the health, hygiene and comfort of the proprietor or occupier of any other Lot is not adversely affected by his disposal of garbage;

19.4 ensure that his rubbish is put in the rubbish bin allocated to the Lot and duly placed out for weekly collection at the location specified by the Committee or the Local Authority.

20. **DAMAGE TO LAWNS ETC ON THE PARCEL**

A proprietor or occupier of a Lot shall not -

20.1 damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the parcel; or

20.2 except with the prior written consent of the Committee, use for his own purposes as a garden any portion of the common property.

21. **DAMAGE TO THE COMMON PROPERTY OR TOWNHOUSE**

A proprietor or occupier of a Lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent in writing of the Body Corporate.

22. **COMMITTEE TO BE NOTIFIED OF ACCIDENTS ETC**

A proprietor or occupier of a Lot shall give to the Committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee shall have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any Lot or any buildings on the parcel as often as may be necessary.

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

23. **VEHICLES**

- 23.1 Except with the prior written consent of the Committee a proprietor or occupier of a Lot shall not park or stand any vehicle upon the parcel except a private passenger vehicle parked within the carport belonging to his lot and, except for the private passenger vehicle of a bona fide visitor, a proprietor or occupier shall not use the visitor car parking spaces for his own purpose, and such visitor's vehicle shall not be permitted to park overnight upon the parcel.
- 23.2 The Body Corporate grants to the proprietor or occupier of each Lot the occasional use of the visitor car parking areas within the parcel for the purposes of visitor car parking.
- 23.3 A proprietor or occupier of a Lot shall not service or repair (or permit the service or repair of) any vehicle within his Lot or on the Common Property without the prior written consent of the Committee. For the purpose of this By-law "repair" includes repair, stripping, reconstruction, panel beating and painting.
- 23.4 In this By-law, the term "private passenger vehicle" shall bear its ordinary dictionary meaning but in the case of dispute, the Committee's determination as to whether a vehicle is or is not a private passenger vehicle shall be final and binding on the parties in dispute.

24. **INSPECTION OF TOWNHOUSES**

- 24.1 Upon one day's notice in writing the Committee and its servants, agents and contractors shall be permitted to inspect any Lot including the interior of any Townhouse and to test any electrical, gas or water installation or equipment thereon and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the proprietor or occupier of the Lot concerned).
- 24.2 If not so permitted they may effect an entry without liability for any damage occasioned to the Lot or any structure thereon in effecting the entry.
- 24.3 The Committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to such proprietor or occupier as is reasonable in the circumstances.

25. **OBSERVANCE OF THESE BY-LAWS**

The duties and obligations imposed by these By-laws on a proprietor or occupier of a Lot shall be observed not only by such proprietor or occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such proprietor or occupier. A proprietor or occupier of a Lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using the common property.

26. **REPAIRS BY THE BODY CORPORATE**

Where the Body Corporate expends money to make good the damage caused by a breach of the Act or of these By-laws by a proprietor or occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such proprietor or occupier or of any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the proprietor of the Lot at the time when the breach occurred.

Title Reference

19302579. 18120132. 18120133. 18120134. 18120135. 18120136. 18120137. 18120138. 18120139. 18120140. 18120141. 18120142. 18120143. 18120144. 18120145. 18120146. 18120147. 18120148. 18120149. 18120150. 18120151. 18120152. 18120153. 18120154. 18120155. 18120156. 18120157. 18169107. 18169109. 18167050. 18167051. 18167052. 18167053. 18167054. 18167055. 18167056. 18167057. 18167058. 18167059. 18167060. 18167061. 18167062. 18167063. 18167064. 18167065. 18167066. 18167067. 18167068. 18167069. 18167070. 18169103. 18169104. 18169105. 18169106. 18169108. 18169110. 18169111. 18169112. 18169113. 18169114. 18169115. 18169116. 18169117. 18169118. 18169119. 18169120. 18176091. 18176092. 18176093. 18176094. 18176095. 18176096. 18176097. 18176098. 18176099. 18176100. 18176101. 18176102. 18176103. 18176104. 18176105. 18176106. 18176107. 18176108. 18176109. 18176110. 18176111.

27. CONTRACTORS

A proprietor or occupier of a Lot shall not directly instruct any contractors or workmen employed by the Committee unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Committee's Representative, who shall in turn refer the same to the Committee for determination.

28. NOTIFICATION OF INFECTIOUS DISEASES

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the proprietor or occupier of such Lot shall give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

31. NOTICES TO BE OBSERVED

A proprietor or occupier of a Lot shall observe the terms of any notice displayed on any part of the common property by authority of the Committee or of any statutory authority.

32. USE OF OUTDOOR RECREATION AREAS

The outdoor recreation areas including the barbecue areas shall not be used between the hours of 9.30pm and 7.00am without consent of the Committee and then subject to the terms of consent.

33. SALE OF TOWNHOUSES

Whilst Hilcorp Pty Ltd or its successors, assigns, or nominee remains a proprietor of any lot in the parcel it and its respective servants and/or agents shall be entitled to utilise any Townhouse on the parcel of which it remains owner as a display Townhouse for the purpose of allowing prospective purchasers of any Townhouse upon the parcel to inspect such Townhouse and further shall be entitled to place such signs and other advertising and display material in and about the Townhouse or the Lot upon which the Townhouse is situated, and about the common property which signs shall in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Townhouses and the general aesthetics and amenity of the parcel, and shall not at any time, and from time to time be more, in terms of number and size, than is reasonably necessary.

34. BY-LAWS TO BE EXHIBITED

A copy of these By-laws (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any Townhouse made available for letting.

35. POWER OF BODY CORPORATE TO ENTER AGREEMENTS

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

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

35.1 for the purchase of electricity:

35.2 for the maintenance of any security systems on or crossing the common property:

35.3 for the management, maintenance and repair of the common property:

35.4 for the leasing or letting of lots in the parcel.

such agreements to be approved by ordinary resolution in General Meeting of the Body Corporate.

36. EXCLUSIVE USE OF COURTYARDS

36.1 Each proprietor or occupier for the time being of a Lot shall be entitled to the exclusive use and enjoyment for themselves and their licensees of the area (hereinafter referred to as "Courtyard") adjoining their particular Lot being -

(a) that area at the rear of the Lot formed by extending the side boundaries of the Lot to the fence line or boundary line at the rear of the Townhouse on the Lot; and

(b) in respect of certain Lots a further area to one side of the Lot and to the side of the area defined in sub-paragraph (a) of this paragraph 36.1

and which area is identified on the "Rose-Wood Villas" Site Plan annexed. *and Schedule E*

36.2 In the case of dispute as to the boundaries of the Courtyard the certificate of the Secretary shall be prima facie evidence of such boundaries.

36.3 Proprietors and occupiers of Lots shall not enter into a Courtyard to which exclusive use has been granted to a proprietor or occupier of another Lot unless invited or authorised by the proprietor or occupier of that Lot.

36.4 A proprietor or occupier of a Lot having exclusive use and enjoyment of a Courtyard shall -

(a) keep the Courtyard in a clean and tidy condition:

(b) use the Courtyard for the purpose of recreation only:

(c) not use the Courtyard so as to create a nuisance or disturbance to other proprietors or occupiers of Lots on the parcel:

(d) not damage or interfere with any lawn, garden, tree, shrub, plant, or flower planted in the Courtyard:

(e) permit the Body Corporate (or any contractor employed for the purpose) to maintain plant or replace any vegetation in the Courtyard.

36.5 This By-Law shall not limit or restrict the power of entry to the Lot vested in the Body Corporate under section 36 of the Act, nor shall it be deemed to relieve the Body Corporate of any of the duties imposed on it by section 37(1)(b) and (c) of

Title Reference

19302579. 18120132. 18120133. 18120134. 18120135. 18120136. 18120137. 18120138. 18120139. 18120140. 18120141.
18120142. 18120143. 18120144. 18120145. 18120146. 18120147. 18120148. 18120149. 18120150. 18120151. 18120152.
18120153. 18120154. 18120155. 18120156. 18120157. 18169107. 18169109. 18167050. 18167051. 18167052. 18167053.
18167054. 18167055. 18167056. 18167057. 18167058. 18167059. 18167060. 18167061. 18167062. 18167063. 18167064.
18167065. 18167066. 18167067. 18167068. 18167069. 18167070. 18169103. 18169104. 18169105. 18169106. 18169108.
18169110. 18169111. 18169112. 18169113. 18169114. 18169115. 18169116. 18169117. 18169118. 18169119. 18169120.
18176091. 18176092. 18176093. 18176094. 18176095. 18176096. 18176097. 18176098. 18176099. 18176100. 18176101.
18176102. 18176103. 18176104. 18176105. 18176106. 18176107. 18176108. 18176109. 18176110. 18176111.

the Act, nor shall it prevent the Body Corporate, its officers, servants, agents, employees or contractors from carrying out any works required of it or them as the case may be pursuant to these By-laws.

37. USE OF LOT 1

Lot 1 in the parcel may be used for both residential purposes and for the purpose of caretaking the parcel and for the sale and letting of townhouses on the parcel on behalf of the proprietors. The proprietors of Lot 1 may with the prior consent of the committee of the Body Corporate display signs or notices for the purposes of offering for sale or for lease or for letting any lot on the parcel.

38. POWER OF BODY CORPORATE TO EFFECT INSURANCE

38.1 The Committee shall be the agent of the proprietor of each Lot for the purposes on behalf of the proprietor of the procurement of a damage policy of insurance (including insurance referred to in By-law 15) in the name or joint names of the proprietors to insure and keep insured all the improvements on the proprietor's Lot and including such other risks as the Committee in its sole discretion considers desirable.

38.2 Notwithstanding the provisions of By-law 38.1 the Body Corporate shall not be obliged to effect any policy of insurance required by the Act to be effected by the Owner pursuant to By-law 15.1 or to renew any such policy and in no circumstances shall the Body Corporate or its Committee be responsible to any proprietor (and no proprietor shall be entitled to make any claim for compensation or damages) if the Body Corporate or its Committee fails to effect insurance. It shall be the sole responsibility of each proprietor to ensure that his Townhouse and other improvements on his Lot is insured and continues to be insured to its reinstatement or replacement value and that all premiums payable under such policy of insurance is paid.

38.4 The Body Corporate may pay insurance premiums on policies of insurance effected on behalf of the proprietors pursuant to this By-law and shall be entitled to recover all moneys so paid from the proprietors as a debt due and owing to it, divided between proprietors in proportion to their respective Lot entitlements.

38.5 Nothing in this By-law shall limit the right of a proprietor to effect insurance in addition to the insurance arranged by the Body Corporate pursuant to this By-law provided that the Body Corporate shall not be liable in respect to the payment of any premium under such policy and provided further that such additional insurance shall not reduce the proprietor's liability to make payments pursuant to By-law 38.4.

38.6 Each proprietor foregoes in favour of the Body Corporate as the proprietor's agent any right to vary, cancel or terminate any policy of insurance effected by the Body Corporate pursuant to this By-law.

40. OVERDUE CONTRIBUTIONS

A contribution to the Administrative Fund, Sinking Fund or Special Fund if not paid on or before the thirtieth day after the date it becomes due and payable shall bear interest at the rate of two per cent per month on the amount unpaid or remaining unpaid until payment is made, such interest being calculated daily on the daily balance owing provided however that the Committee may at its sole discretion waive the payment of such interest.

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

41. LEGAL PROCEEDINGS

In any action by the Body Corporate against a proprietor, ex-proprietor or mortgagee in possession for the payment or recovery of moneys due and payable to the Body Corporate, the Body Corporate shall be entitled to costs on a Solicitor and own Client basis notwithstanding that a Court may award costs on a Party and Party basis.

42. CLEANING OF EXTERIOR OF TOWNHOUSES

In order to assist a proprietor in performing his obligations under By-law 4, the Body Corporate may employ such persons as it thinks fit to clean the exterior of any Townhouse including the walls, windows and roofs on a regular basis (as required). The Body Corporate shall be entitled to make payments for all such work on behalf of the proprietor and shall be entitled to recover all moneys so paid as a debt due and owing to it by that proprietor.

43. INDEMNITY

In respect of the management, control and use of the parcel and the improvements erected thereon, every member and delegate of a member (which term shall include any Body Corporate Manager appointed) of the Committee for the time being shall be indemnified and kept indemnified by the Body Corporate out of its assets and funds -

- (i) against personal liability for the action/s, inaction/s, errors or defaults of another member, delegate of a member or Body Corporate Manager; and
- (ii) for any loss injury damage or liability (including liability incurred in defending civil or criminal proceedings) suffered by the Committee member, delegate of the member or the Body Corporate Manager.

44. CONSENT OF BODY CORPORATE COMMITTEE

Any consent of the Body Corporate or of the Committee given pursuant to these By-laws may be given subject to any conditions imposed by the Body Corporate (or by the Committee, as the case may be) and on breach of such conditions by the party to whom the consent is given, the consent may be withdrawn at the option of the Body Corporate or of the Committee as the case may be.

45. PAINTING OF LOT EXTERIORS

At such frequency and with such contractors as the Body Corporate or its Committee determines, the Body Corporate shall (after first collecting sufficient contributions) repaint the stormwater downpipes, gutterings, external doors, fascias, soffits, eaves and carport pergola of each townhouse however the Body Corporate shall be under no obligation to -

- (a) repair or renew any of these components (which duty shall remain the responsibility of each lot's proprietor) or
- (b) paint any improvements beyond those made by the townhouse's original builder.

| | |
|-------------------|--|
| SCHEDULE D | OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED |
|-------------------|--|

NIL

Title Reference

19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

SCHEDULE E

DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

| Lot on Plan | Exclusive Use Area |
|--------------------|---|
| Lot 1 on GTP 2579 | Area marked "E1" on attached Sketch Plan "A" |
| Lot 2 on GTP 2579 | Area marked "E2" on attached Sketch Plan "A" |
| Lot 3 on GTP 2579 | Area marked "E3" on attached Sketch Plan "A" |
| Lot 4 on GTP 2579 | Area marked "E4" on attached Sketch Plan "A" |
| Lot 5 on GTP 2579 | Area marked "E5" on attached Sketch Plan "A" |
| Lot 6 on GTP 2579 | Area marked "E6" on attached Sketch Plan "A" |
| Lot 7 on GTP 2579 | Area marked "E7" on attached Sketch Plan "A" |
| Lot 8 on GTP 2579 | Area marked "E8" on attached Sketch Plan "A" |
| Lot 9 on GTP 2579 | Area marked "E9" on attached Sketch Plan "A" |
| Lot 10 on GTP 2579 | Area marked "E10" on attached Sketch Plan "A" |
| Lot 11 on GTP 2579 | Area marked "E11" on attached Sketch Plan "A" |
| Lot 12 on GTP 2579 | Area marked "E12" on attached Sketch Plan "A" |
| Lot 13 on GTP 2579 | Area marked "E13" on attached Sketch Plan "A" |
| Lot 14 on GTP 2579 | Area marked "E14" on attached Sketch Plan "A" |
| Lot 15 on GTP 2579 | Area marked "E15" on attached Sketch Plan "A" |
| Lot 16 on GTP 2579 | Area marked "E16" on attached Sketch Plan "A" |
| Lot 17 on GTP 2579 | Area marked "E17" on attached Sketch Plan "A" |
| Lot 18 on GTP 2579 | Area marked "E18" on attached Sketch Plan "A" |
| Lot 19 on GTP 2579 | Area marked "E19" on attached Sketch Plan "A" |
| Lot 20 on GTP 2579 | Area marked "E20" on attached Sketch Plan "A" |
| Lot 21 on GTP 2579 | Area marked "E21" on attached Sketch Plan "A" |
| Lot 22 on GTP 2579 | Area marked "E22" on attached Sketch Plan "A" |
| Lot 23 on GTP 2579 | Area marked "E23" on attached Sketch Plan "A" |
| Lot 24 on GTP 2579 | Area marked "E24" on attached Sketch Plan "A" |
| Lot 25 on GTP 2579 | Area marked "E25" on attached Sketch Plan "A" |
| Lot 26 on GTP 2579 | Area marked "E26" on attached Sketch Plan "A" |
| Lot 54 on GTP 2579 | Area marked "E54" on attached Sketch Plan "A" |
| Lot 56 on GTP 2579 | Area marked "E56" on attached Sketch Plan "A" |
| Lot 28 on GRP 2683 | Area marked "E28" on attached Sketch Plan "A" |
| Lot 29 on GRP 2683 | Area marked "E29" on attached Sketch Plan "A" |
| Lot 30 on GRP 2683 | Area marked "E30" on attached Sketch Plan "A" |
| Lot 31 on GRP 2683 | Area marked "E31" on attached Sketch Plan "A" |
| Lot 32 on GRP 2683 | Area marked "E32" on attached Sketch Plan "A" |
| Lot 33 on GRP 2683 | Area marked "E33" on attached Sketch Plan "A" |
| Lot 34 on GRP 2683 | Area marked "E34" on attached Sketch Plan "A" |
| Lot 35 on GRP 2683 | Area marked "E35" on attached Sketch Plan "A" |
| Lot 36 on GRP 2683 | Area marked "E36" on attached Sketch Plan "A" |
| Lot 37 on GRP 2683 | Area marked "E37" on attached Sketch Plan "A" |
| Lot 38 on GRP 2683 | Area marked "E38" on attached Sketch Plan "A" |
| Lot 39 on GRP 2683 | Area marked "E39" on attached Sketch Plan "A" |
| Lot 40 on GRP 2683 | Area marked "E40" on attached Sketch Plan "A" |

Title Reference

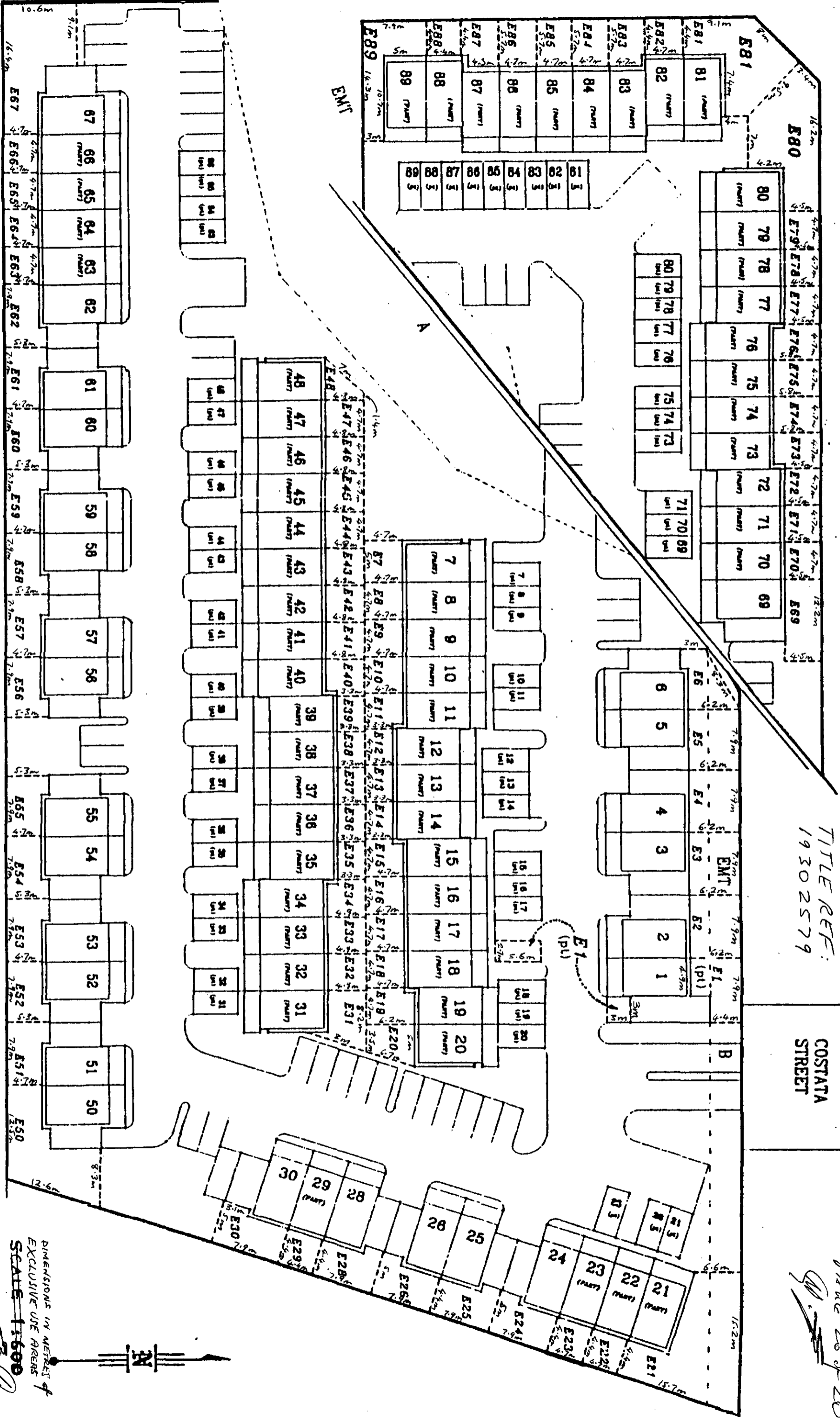
19302579, 18120132, 18120133, 18120134, 18120135, 18120136, 18120137, 18120138, 18120139, 18120140, 18120141, 18120142, 18120143, 18120144, 18120145, 18120146, 18120147, 18120148, 18120149, 18120150, 18120151, 18120152, 18120153, 18120154, 18120155, 18120156, 18120157, 18169107, 18169109, 18167050, 18167051, 18167052, 18167053, 18167054, 18167055, 18167056, 18167057, 18167058, 18167059, 18167060, 18167061, 18167062, 18167063, 18167064, 18167065, 18167066, 18167067, 18167068, 18167069, 18167070, 18169103, 18169104, 18169105, 18169106, 18169108, 18169110, 18169111, 18169112, 18169113, 18169114, 18169115, 18169116, 18169117, 18169118, 18169119, 18169120, 18176091, 18176092, 18176093, 18176094, 18176095, 18176096, 18176097, 18176098, 18176099, 18176100, 18176101, 18176102, 18176103, 18176104, 18176105, 18176106, 18176107, 18176108, 18176109, 18176110, 18176111.

| | |
|--------------------|---|
| Lot 41 on GRP 2683 | Area marked "E41" on attached Sketch Plan "A" |
| Lot 42 on GRP 2683 | Area marked "E42" on attached Sketch Plan "A" |
| Lot 43 on GRP 2683 | Area marked "E43" on attached Sketch Plan "A" |
| Lot 44 on GRP 2683 | Area marked "E44" on attached Sketch Plan "A" |
| Lot 45 on GRP 2683 | Area marked "E45" on attached Sketch Plan "A" |
| Lot 46 on GRP 2683 | Area marked "E46" on attached Sketch Plan "A" |
| Lot 47 on GRP 2683 | Area marked "E47" on attached Sketch Plan "A" |
| Lot 48 on GRP 2683 | Area marked "E48" on attached Sketch Plan "A" |
| Lot 50 on GRP 2703 | Area marked "E50" on attached Sketch Plan "A" |
| Lot 51 on GRP 2703 | Area marked "E51" on attached Sketch Plan "A" |
| Lot 52 on GRP 2703 | Area marked "E52" on attached Sketch Plan "A" |
| Lot 53 on GRP 2703 | Area marked "E53" on attached Sketch Plan "A" |
| Lot 55 on GRP 2703 | Area marked "E55" on attached Sketch Plan "A" |
| Lot 57 on GRP 2703 | Area marked "E57" on attached Sketch Plan "A" |
| Lot 58 on GRP 2703 | Area marked "E58" on attached Sketch Plan "A" |
| Lot 59 on GRP 2703 | Area marked "E59" on attached Sketch Plan "A" |
| Lot 60 on GRP 2703 | Area marked "E60" on attached Sketch Plan "A" |
| Lot 61 on GRP 2703 | Area marked "E61" on attached Sketch Plan "A" |
| Lot 62 on GRP 2703 | Area marked "E62" on attached Sketch Plan "A" |
| Lot 63 on GRP 2703 | Area marked "E63" on attached Sketch Plan "A" |
| Lot 64 on GRP 2703 | Area marked "E64" on attached Sketch Plan "A" |
| Lot 65 on GRP 2703 | Area marked "E65" on attached Sketch Plan "A" |
| Lot 66 on GRP 2703 | Area marked "E66" on attached Sketch Plan "A" |
| Lot 67 on GRP 2703 | Area marked "E67" on attached Sketch Plan "A" |
| Lot 69 on GRP 2713 | Area marked "E69" on attached Sketch Plan "A" |
| Lot 70 on GRP 2713 | Area marked "E70" on attached Sketch Plan "A" |
| Lot 71 on GRP 2713 | Area marked "E71" on attached Sketch Plan "A" |
| Lot 72 on GRP 2713 | Area marked "E72" on attached Sketch Plan "A" |
| Lot 73 on GRP 2713 | Area marked "E73" on attached Sketch Plan "A" |
| Lot 74 on GRP 2713 | Area marked "E74" on attached Sketch Plan "A" |
| Lot 75 on GRP 2713 | Area marked "E75" on attached Sketch Plan "A" |
| Lot 76 on GRP 2713 | Area marked "E76" on attached Sketch Plan "A" |
| Lot 77 on GRP 2713 | Area marked "E77" on attached Sketch Plan "A" |
| Lot 78 on GRP 2713 | Area marked "E78" on attached Sketch Plan "A" |
| Lot 79 on GRP 2713 | Area marked "E79" on attached Sketch Plan "A" |
| Lot 80 on GRP 2713 | Area marked "E80" on attached Sketch Plan "A" |
| Lot 81 on GRP 2713 | Area marked "E81" on attached Sketch Plan "A" |
| Lot 82 on GRP 2713 | Area marked "E82" on attached Sketch Plan "A" |
| Lot 83 on GRP 2713 | Area marked "E83" on attached Sketch Plan "A" |
| Lot 84 on GRP 2713 | Area marked "E84" on attached Sketch Plan "A" |
| Lot 85 on GRP 2713 | Area marked "E85" on attached Sketch Plan "A" |
| Lot 86 on GRP 2713 | Area marked "E86" on attached Sketch Plan "A" |
| Lot 87 on GRP 2713 | Area marked "E87" on attached Sketch Plan "A" |
| Lot 88 on GRP 2713 | Area marked "E88" on attached Sketch Plan "A" |
| Lot 89 on GRP 2713 | Area marked "E89" on attached Sketch Plan "A" |

TITLE REF:
19302579

COSTATA
STREET

PAGE 20 of 20



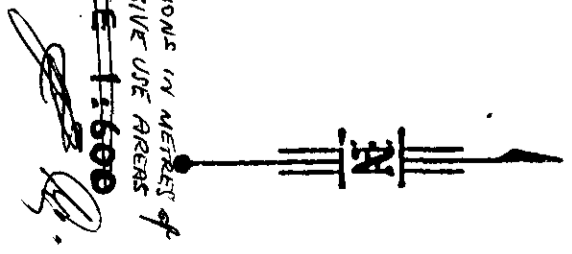
LEGEND

E1 = EXCLUSIVE USE AREA(S) ALLOCATED TO LOT 1
 EXCLUSIVE USE AREAS ALLOCATED TO OTHER
 LOTS ARE SIMILARLY MARKED

"Rose-Wood Villas" Site Plan

BY-LAW 36: PLAN OF EXCLUSIVE USE AREAS

DIMENSIONS IN METERS OF
 EXCLUSIVE USE AREAS
 SCALE 1:600





Certificate of Insurance

ABN 29 008 096 277

Aleksandra Drapinska
Body Corporate Rose-wood Villas
CTS 20381
Whittles Body Corporate Services
PO BOX 709
COORPAROO QLD 4151

Date: 14.11.2024
Invoice No: I4669252

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Residential Strata/Community Corporation

Insurer CHU Underwriting Agencies Pty Ltd
GPO Box 3120
BRISBANE QLD 4000

Period 30.12.2024 to 30.12.2025

Policy No. HU0006075967

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

MGA Insurance Brokers Pty. Ltd.

ABN 29 008 096 277
Level 2, 15 Carnaby Street
MAROOCHYDORE
QLD 4558

Phone: 07 5409 3450
PO Box 1952
SUNSHINE PLAZA QLD 4558

COVERAGE SUMMARY

Body Corporate Rose-wood Villas
Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION

INSURED:

Body Corporate Rosewood Villas CTS 20381

SITUATION:

3 Costata Street, HILLCREST QLD 4118

INTEREST INSURED:

| | | |
|--------------------------------------|----|------------|
| Building Sum Insured | \$ | 22,021,313 |
| Common Contents Sum Insured | \$ | 38,040 |
| Loss of Rent/Temporary Accommodation | \$ | 3,303,196 |

Catastrophe/Emergency Cover 30%

Flood Insured
Storm Surge Not Insured

Glass Insured

Theft Insured

Public Liability \$ 30,000,000

Voluntary Workers Insured

Weekly Benefit \$ 2,000

Capital Benefit \$ 200,000

Fidelity \$ 250,000

Office Bearers Liability \$ 5,000,000

Machinery Breakdown Not Insured

Government Audit Costs \$ 25,000

Appeal expenses - common property health and safety breaches \$ 100,000

Legal Defence Expenses \$ 50,000

Lot owners fixtures and fixings \$ 250,000

Floating floors Insured

Loss of Market Value Not Insured

EXCESS:

Standard Excess \$ 2,000

Water Damage \$ 5,000

Exploratory Costs - Burst Pipes \$ 5,000

MGA Insurance Brokers Pty. Ltd.

ABN 29 008 096 277
Level 2, 15 Carnaby Street
MAROOCHYDORE
QLD 4558

Phone: 07 5409 3450
PO Box 1952
SUNSHINE PLAZA QLD 4558

COVERAGE SUMMARY

Body Corporate Rose-wood Villas
Residential Strata/Community Corporation

| | | |
|--|----|----------------|
| Flood Excess | \$ | 2,000 |
| Storm Surge Excess | | Not Applicable |
| Public Liability Excess | | Nil |
| Voluntary Workers Excess | | Nil |
| Fidelity Excess | | Nil |
| Office Bearers Liability Excess | | Nil |
| Machinery Breakdown Excess | | Not Applicable |
| Government Audit Excess | \$ | 1,000 |
| Appeal Expenses Excess | \$ | 1,000 |
| Legal Defence Expenses Excess | \$ | 1,000 |
| Other excesses payable are shown in the Policy Wording | | |

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

Not Applicable

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses

UNDERWRITING INFORMATION:

| | |
|--|--------------|
| Year Built | 1984 |
| Primary Wall Construction | Brick veneer |
| Secondary Wall Construction | |
| Roof Construction | Cement Tiles |
| Floor Construction | Concrete |
| Aluminium Composite Panels | No |
| Heritage Listed | No |
| Fire Protection | |
| Sprinkler systems in the complex basement/carpark? | No |
| Sprinkler systems in the complex units? | No |
| Fire hose reels located throughout the complex? | No |
| Number of Units | 86 |
| Number of Levels | 2 |
| Number of Basements | 0 |
| Number of Lifts | 0 |
| Number of Pools/Spas | 0 |
| Number of Gyms | 0 |
| Number of Playgrounds | 0 |
| Number of Water Features | 0 |
| Number of Jetties/Wharfs | 0 |
| Number of Separate Buildings | 9 |
| % of EPS | 0 % |
| % Commercial Tenants | 0 % |

Valuation: July 2020