DENTONS

MONOGRAM Ormiston Community Titles Scheme

Disclosure Documents

Date:	
Seller:	Norwell Road Pty Ltd ACN 656 258 203
Buyer:	
Lot No.	Proposed Lot on SP 347530 Monogram Ormiston community titles scheme being more partially described in these Disclosure Documents and identified in the relevant Identification Plan, also included in these Disclosure Documents.

Statutory Disclosure

1. Statutory disclosure statement, including:

   (a) Identification Plan;

   (b) Body corporate agreements;

   (c) Body corporate budget;

   (d) Proposed First CMS.

2. Power of Attorney disclosure.

Other disclosure

1. Proposed Specifications.

2. Covenants and Conditions.

Signing of all statutory disclosure statements and notices, including statement under section 213 of the *Body Corporate and Community Management Act 1997 (Qld).*

.....
Executed for an on behalf of the Seller by its duly authorised signatory, agent or attorney

The Buyer acknowledges receiving these Disclosure Documents and Statutory Disclosure Statements contained in them signed by the Seller before the Buyer signed the Contract.

....
Buyer Buyer
Executed by each buyer shown on the Contract

Statutory Disclosure Statement

This section contains disclosure required under s.213 of the *Body Corporate and Community Management Act* (Qld) 1997.

<table>
<tr><td>Proposed lot

(S.213(2)(a)(i))</td><td>The proposed lot noted on the front page of these Disclosure Documents and shown on the Identification Plan, subject to the Seller's right to make variations under the Contract.</td></tr>
<tr><td>Identification Plan

(S.213(2)(a)(ii))</td><td>Contained in Schedule 1 to this Statutory Disclosure Statement.</td></tr>
<tr><td>Date by which settlement must occur

(S.213(2)(a)(iii))</td><td>60 months after the Contract Date.</td></tr>
<tr><td>Annual Contributions

(S.213(2)(b))</td><td>See the Annual Contributions Schedule attached to this statement at Schedule 2. The costs in the schedule are for the period set out in the schedule.

Contributions are likely to increase after the first year due to escalating costs. The Seller will have limited or no control over annual contributions in that regard.</td></tr>
<tr><td>Terms of engagement for body corporate manager or service contractor

(S.213)(2)(c))</td><td>Body Corporate Manager's Agreement

Terms of engagement – See Schedule 3

Estimated cost to the body corporate is set out below:
<table><tr><th>Period</th><th>Estimated Cost</th></tr><tr><td>Year 1</td><td>$3,780.70</td></tr><tr><td>Total Term (5% annual increase or CPI, whichever is greater, over 3-year agreement)</td><td>$11,918.66</td></tr></table>
For the proportion of the cost to be borne by the owner of the proposed lot in the first year – See the Annual Contributions Schedule in Schedule 2.</td></tr>
<tr><td>Proposed terms of any caretaking and letting agreement proposed to be given after establishment of the scheme.

(S.213.(2)(d))</td><td>No such agreements proposed.</td></tr>
<tr><td>Body Corporate Assets proposed to be acquired after the scheme is established

(S.213(2)(e))</td><td>No assets to be acquired by the Body Corporate.</td></tr>
</table>

Proposed Community Management Statement (S.213(2)(f))	Attached at 0.
Regulation module proposed for the Scheme (S.213(2)(g))	Small Schemes Module
Other matters prescribed by the regulation module S.213(2)(h))	Nil

Schedule 1 Identification Plan and description of development

The Land comprises the following titles:

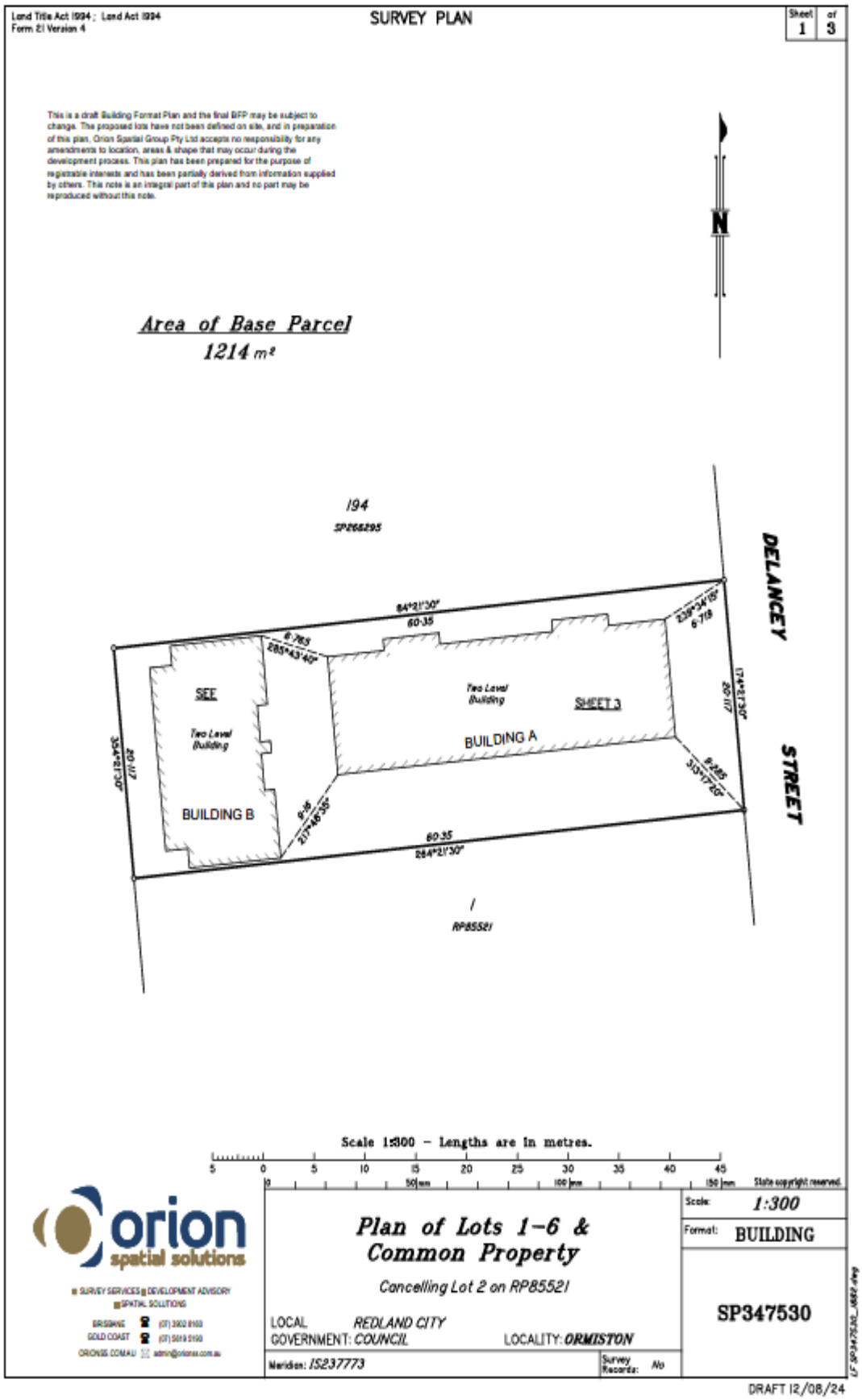
Lot and Plan	Title reference
Lot 2 on RP 85521	18125197

The Land will be subdivided by standard format plan to create 6 lots in accordance with the attached SP 347530.

Easement Area	Benefitted land	Beneficiary and purposes

Easement	*Land Title Act 1994* (Qld)	Lots Affected
Easement for lateral or subjacent support	Section 115N	Common Property of Monogram Ormiston Community Titles Scheme and Lots 1-6 on SP347530
Easement for utility services and utility infrastructure	Section 115O	Common Property of Monogram Ormiston Community Titles Scheme and Lots 1-6 on SP347530
Easement for utility services and utility infrastructure	Section 115P	Common Property of Monogram Ormiston Community Titles Scheme and Lots 1-6 on SP347530
Easement for shelter	Section 115Q	Common Property of Monogram Ormiston Community Titles Scheme and Lots 1-6 on SP347530
Easement for projections	Section 115R	Common Property of Monogram Ormiston Community Titles Scheme and Lots 1-6 on SP347530
Easement for maintenance of building close to boundary	Section 115S	Common Property of Monogram Ormiston Community Titles Scheme and Lots 1-6 on SP347530

Identification Plan



Land Title Act 1994 ; Land Act 1994
Form 21B Version 2

(Dealing No.)

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

Sheet 2 of 3

4. Lodged by

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

1. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
18125197	Lot 2 on RP855211	1–6 & CP	———	———

This is a draft Building Format Plan and the final BFP may be subject to change. The proposed lots have not been defined on site, and in preparation of this plan, Orion Spatial Group Pty Ltd accepts no responsibility for any amendments to location, areas & shape that may occur during the development process. This plan has been prepared for the purpose of registrable interests and has been partially derived from information supplied by others. This note is an integral part of this plan and no part may be reproduced without this note.

Date of Development Approval:

6. Building Format Plans only.

I certify that :

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

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

....
Cadastral Surveyor/Director* Date

*delete words not required

1–6 & CP	POR 3
Lots	Orig

7. Lodgement Fees :

Survey Deposit	$.....
Lodgement	$.....
.....New Titles	$.....
Photocopy	$.....
Postage	$.....
TOTAL	$.....

2. Orig Grant Allocation :

3. References :
Dept File :
Local Govt :
Surveyor : 1882

5. Passed & Endorsed :
By : Orion Spatial Group Pty Ltd
Date :
Signed :
Designation : Director

8. Insert Plan Number **SP347530**

LF SP347530_1882.dwg

DRAFT 12/08/24

Land Title Act 1994 ; Land Act 1994
Form 21A Version 1
ADDITIONAL SHEET
Sheet 3 of 3
N
Common Property
Patio 21 m²
1 (Pt) 85 m² TOTAL (202m²)
2 (Pt) 86 m² TOTAL (202m²)
3 (Pt) 86 m² TOTAL (202m²)
4 (Pt) 85 m² TOTAL (197m²)
Patio 21 m²
Patio 21 m²
Patio 18 m²
Level above
BUILDING A
Common Property
This is a draft Building Format Plan and the final BFP may be subject to change. The proposed lots have not been defined on site, and in preparation of this plan, Orion Spatial Group Pty Ltd accepts no responsibility for any amendments to location, areas & shape that may occur during the development process. This plan has been prepared for the purpose of registrable interests and has been partially derived from information supplied by others. This note is an integral part of this plan and no part may be reproduced without this note.
LEVEL 4
Scale 1:200
BUILDING B
5 (Pt) 99 m² TOTAL (207m²)
6 (Pt) 99 m² TOTAL (207m²)
Level above
Patio 12 m²
Patio 12 m²
Common Property
BUILDING A
1 (Pt) 80 m²
2 (Pt) 81 m²
3 (Pt) 81 m²
4 (Pt) 80 m²
Balcony 8 m²
Balcony 6 m²
Void
Common Property
BUILDING B
5 (Pt) 89 m²
6 (Pt) 89 m²
Level below
Balcony 7 m²
Balcony 7 m²
Common Property
Scale 1:200 – Lengths are in metres.
0 2 4 6 8 10 12 14 16 18 20 22 24 26 28
State copyright reserved.
Insert Plan Number SP347530
LF SP347530_M02.dwg
0 50mm 100mm 150mm
DRAFT 12/08/24

Schedule 2 Annual Contributions Schedule and Budget

MONOGRAM ORMISTON

PROPOSED 12 MONTH BUDGET		
Number of Lots:	6	
Total Contribution Schedule Lot Entitlement:	1,000	
Total Interest Schedule Lot Entitlement:	1,000	
Administration Fund Contribution Per Contribution Schedule Lot Entitlement:	$14.24	
Sinking Fund Contribution Per Contributions Schedule Lot Entitlement:	$3.52	
Insurance Provision (Building) per Interest Schedule Lot Entitlement:	$6.84	
ADMINISTRATIVE FUND	**AMOUNT**	**DESCRIPTION**
Audit Fees	$0.00	Annual audit by KPMG
Bank Fees	$40.00	Transaction fees for levies, EFT
Electricity	$850.00	Lighting and operation of assets
Insurance - PL & DO	$2,180.00	$20M P& L, & $5M Directors/Office Bearers
Maxsoft Licensing Fee	$108.30	Software licence fee
Printing Postage & Stationery	$512.00	
Printing Postage & Stationery - FFS	$245.00	
R & M Building	$500.00	
R & M Gardens & Grounds	$2,600.00	26 services @ $100
R & M Stormwater Filtration System	$2,930.00	Maintenance Contract
Secretarial Fees	$2,180.00	Body Corporate management Agreement
Secretarial Fees - FFS	$500.00	Fee for Additional services
Tax Return Fee	$300.00	Annual tax return
ADMIN FUND	**AMOUNT**	
TOTAL OF ADMIN FUND (EX GST)	**$12,945.30**	
GST	**$1,294.53**	
TOTAL OF ADMIN FUND (INC GST)	**$14,239.83**	
INSURANCE PROVISION	**AMOUNT**	
TOTAL OF INSURANCE PROVISION (EX GST)	**$6,215.00**	
GST	**$621.50**	
TOTAL OF INSURANCE PROVISION (INC GST)	**$6,836.50**	
SINKING FUND	**AMOUNT**	
SINKING FUND (EX GST)	**$3,200.00**	
GST	**$320.00**	
SINKING FUND (INCL GST)	**$3,520.00**	
GRAND TOTAL	**AMOUNT**	
TOTAL (EX GST)	**$22,360.30**	
GST	**$2,236.03**	
TOTAL (INCL GST)	**$24,596.33**	

MONOGRAM ORMISTON

Schedule of Proposed Contributions

Total Number of Lots	6
Total Contribution Schedule Lot Entitlement:	1,000
Total Interest Schedule Lot Entitlement:	1,000
Administration fund (without insurance reimbursement (building)) per contribution schedule lot entitlement	$ 14.24
Sinking fund per contribution schedule lot entitlement	$ 3.52
Insurance Provision (Building) per interest schedule lot entitlement	$ 6.84

BODY CORPORATE LEVY INFORMATION

			A	B	C	(A + B + C)	Included in A	Included in A	
Lot Number	Contribution Schedule Lot Entitlements "CSLE"	Interest Schedule Lot Entitlements "ISLE"	Administration Fund Inc GST by CSLE	Sinking Fund Inc GST by CSLE	Insurance Provision (Building) Inc GST by ISLE	Total Annual Contribution Inc GST	Stormwater Filtration System Inc GST by CSLE	Body Corporate Manager Inc GST by CSLE	Total Weekly Contribution Inc GST
1	165	162	$2,349.57	$580.80	$1,107.51	**$4,037.88**	$531.80	$623.82	$77.65
2	165	159	$2,349.57	$580.80	$1,087.00	**$4,017.38**	$531.80	$623.82	$77.26
3	165	159	$2,349.57	$580.80	$1,087.00	**$4,017.38**	$531.80	$623.82	$77.26
4	165	158	$2,349.57	$580.80	$1,080.17	**$4,010.54**	$531.80	$623.82	$77.13
5	170	181	$2,420.77	$598.40	$1,237.41	**$4,256.58**	$547.91	$642.72	$81.86
6	170	181	$2,420.77	$598.40	$1,237.41	**$4,256.58**	$547.91	$642.72	$81.86
6	**1,000**	**1,000**	**$14,239.83**	**$3,520.00**	**$6,836.50**	**$24,596.33**	**$3,223.00**	**$3,780.70**	

Schedule 3 Body Corporate Manager's Agreement

SSKB Administration Agreement

BETWEEN

Stewart Silver King and Burns (Brisbane) Pty Ltd ABN 49 078 545 329 (SSKB) of Level 3 Icon Place, 270 Adelaide Street, Brisbane QLD 4000.

AND

The Body Corporate for **Monogram Ormiston** CTS **TBA** (Body Corporate) of **190 Delancey Street, Ormiston QLD 4160**.

1 Term

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

2 Fees and Service

2.1 For $2,160.00 per annum secretarial fee, plus $512.00 per annum communications and disbursements fee, SSKB will perform the Agreed Services for the Body Corporate.

2.2 All fees and disbursements provided under this agreement are PLUS GST, and if GST is payable on any supply by SSKB to the Body Corporate, the Body Corporate will pay to SSKB an amount equal to the GST on the supply in addition to and at the same time as the consideration for the supply is paid.

2.3 Fees for the agreed services and communications and disbursements are payable in advance in quarterly instalments. Any other fees which may be incurred are payable, based on the fees-for-service listed on the SSKB website at the time the service is rendered. SSKB is authorised to automatically deduct these amounts from the Body Corporate bank account.

2.4 Where the term is greater than one (1) year on the anniversary of the Agreement the service fees will increase by 5% or CPI (all groups Brisbane) whichever is the greatest. If CPI is negative, fees will remain the same as the prior year. The formula for applying the increase is set out in the Notes to this Agreement available on the sskb.com.au website.

The services included within this Agreement are detailed at Clause 3. Items or activities not listed are beyond the scope of this Agreement and are not covered by the secretarial fees stated at clause 2.1. https://www.sskb.com.au

Signing Clause

The SSKB Administration Agreement for The **Body Corporate for Monogram Ormiston CTS TBA Standard Regulation Module** was executed pursuant to an ordinary resolution of the Body Corporate.

_____
(Signature 1)

_____
(Print name & designation)

_____
(Signature 2)

_____
(Print name & designation)

_____
(Date)

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

_____
(Signature 1)

_____
(Print name & designation)

_____
(Signature 2)

_____
(Print name & designation)

_____
(Date)

2.5 Services requested outside of the items listed in Clause 3 will attract a fee for service including communications and disbursements associated with extra fee for service activity. Examples of fee for service items and the fee for service rates and disbursements are as displayed on the SSKB website.

2.6 For notes to assist with the interpretation of this Agreement, please see our website at https://www.sskb.com.au/committee-and-owner-resources/.

3 The Agreed Services

Annual General Meeting

SSKB will:

3.1 Prepare statutory motions required for the Annual General Meeting agenda.

3.2 Distribute the notice for the Annual General Meeting, the agenda, voting paper and attachments relating to the statutory motions and the SSKB Agreement.

3.3 Distribute annual financial statements and audit reports.

3.4 Attend the Annual General Meeting for two hours, provided the meeting is held between 8:30am and 5:00 pm on a business day.

3.5 Advise on routine meeting procedures.

3.6 Provide the SSKB office as the venue for holding the AGM.

3.7 Attend to one revision of the Minutes of the Annual General Meeting.

3.8 Record and distribute the Minutes of the Annual General Meeting.

3.9 Hold meetings via "Zoom" and "Teams".

Committee Meetings

SSKB will:

3.10 Prepare and distribute the notice for up to 1 Committee Meeting/s per year for the duration of this agreement.

3.11 Attend up to 1 Committee Meeting/s per year for the duration of this Agreement for 2 hours each, provided the meeting is held between 8:30am and 5:00pm on a business day.

3.12 Advise on routine meeting procedure.

3.13 Provide the SSKB office as a venue for the Committee Meeting.

3.14 At meetings provide the Committee with information on standard body corporate industry matters.

3.15 Attend to one revision of the minutes of each meeting.

3.16 Record and distribute the minutes of up to 1 Committee Meeting/s per year for the duration of this agreement.

3.17 Hold meetings via "Zoom" and "Teams".

Financial Matters

SSKB will:

3.18 Open, maintain and operate one bank account.

3.19 Receipt funds to and reconcile the Body Corporate bank account using the software nominated by SSKB.

3.20 With the use of the Invoice Hub Payment Portal, or on the software nominated by SSKB, process and pay invoices received by the Body Corporate, provided those invoices have been approved by the Body Corporate's nominated authoriser/s.

3.21 Issue the levy notices for Owners' fees up to four times per year.

3.22 Receipt and reconcile fees paid by Owners.

3.23 Prepare for the purposes of discussion and approval by the Committee a Draft Budget each financial year.

3.24 Prepare accrued accounts at the end of the Body Corporate financial year.

3.25 Pay approved insurance premiums from the Body Corporate funds.

3.26 Maintain a list of unpaid Owners' levies.

Records

SSKB will:

3.27 Keep a list of the names and addresses provided by Owners including email addresses.

3.28 Make the records of the Body Corporate available for inspection.

3.29 Where provided by the Body Corporate, keep the documents of the Body Corporate, but not the archive records.

3.30 Keep and update the registers as required by *The BCCM Act* and Regulations.

3.31 Keep custody of the common seal.

3.32 Manage the Body Corporate data on software nominated by SSKB.

Administrative

SSKB will:

3.33 Manage insurance claims where the insurance is placed through SSKB's nominated broker.

3.34 Receive correspondence on behalf of the Body Corporate.

3.35 Arrange for the appointment of a Returning Officer for a general meeting.

3.36 Provide a Client Solutions centre for general enquiries and support.

3.37 Be appointed the Public Officer (for the purposes of signing statutory documents as instructed by the committee).

3.38 Provide minutes and documents on the Body Corporate Portal on software nominated by SSKB and generally manage the site on behalf of the Body Corporate.

3.39 Portal establishment and upload of standard Body Corporate records.

4 Procedural Matters

4.1 SSKB holds professional indemnity insurance of $5,000,000.

4.2 SSKB may keep the Body Corporate records in either paper, photographic or electronic form.

4.3 To the extent necessary, SSKB and its delegates are granted "Authorised Powers", which are the same powers as the executive members of the Committee under the *Body Corporate and Community Management Act* (S119(2)). This authorisation does not make SSKB responsible for performing the statutory functions of the Body Corporate and it does not relieve the Body Corporate nor the Body Corporate Committee of their statutory functions and responsibilities.

4.4 SSKB is authorised to chair a reconvened general meeting if the SSKB representative is the only person present for the purpose of forming a quorum.

4.5 SSKB is authorised to administer funds controlled by the Body Corporate and is entitled to select the financial institution which holds the bank account for the Body Corporate.

4.6 SSKB is entitled to select industry specific software for operating the Body Corporate records and financial administration and the Body Corporate will pay the costs charged by the supplier of this software.

4.7 The Body Corporate authorises SSKB to obtain quotations for insurance coverage for the Body Corporate, to place insurance as the Body Corporate directs, and to pay the premiums out of the Body Corporate funds. The Body Corporate acknowledges that SSKB does not provide advice about insurance. The Body Corporate maintains its responsibility for selecting its own policy and ensuring it is adequate.

4.8 SSKB is entitled to retain fees received for provision of search services, disclosure statements, information certificates and records supplied to owners and for any other services delivered to owners in their individual capacity.

4.9 The Body Corporate will provide instructions to SSKB through the Chairperson, or from time to time, a person nominated by the Body Corporate. SSKB should be advised in writing by the Body Corporate of alternative nominees.

4.10 This Agreement, in accordance with the Act and Module, may be transferred by the Manager following approval of the Body Corporate Committee (unless it is a restricted issue for the Committee).

4.11 Termination. Both the Body Corporate and SSKB have rights of Termination of this Agreement as set out in the Body Corporate and Community Management Act. Additionally, if there is a material breach of this Agreement and SSKB or the Body Corporate fail to remedy the breach within 28 days of a written notice providing the particulars of the breach, the Agreement may be terminated.

4.12 SSKB may, without prejudice to any other rights it may have, terminate this Agreement within the term if the Body Corporate fails to pay the Manager any amount owing to it under the Agreement. If the failure continues for a period of 14 days after notice of the failure is given to the Body Corporate by the Manager, then the Manager may terminate the Agreement by giving 28 days written notice to the Body Corporate. The Body Corporate will reimburse the Manager for the Manager's costs of recovering that amount from the Body Corporate, including any legal costs on an indemnity basis.

4.13 Additionally, SSKB may elect to end this Agreement by providing the Body Corporate 30 days' notice of its intention to terminate.

4.14 Upon the expiry or earlier termination of the Agreement by either party, SSKB's Hand Over Procedure will apply to handing over the Body Corporate records. The Manager must deliver to the Body Corporate its seal and records within 14 days

after the expiry or termination in accordance with the Act and Module. The SSKB Handover Process is located at SSKB Website Policies

4.15 The Body Corporate authorises SSKB to deduct from the Body Corporate funds any outstanding fees and charges whatsoever prior to completing the handover of the records.

4.16 The Body Corporate will indemnify SSKB if it incurs expense, is held liable for any damages or costs, or is a party to any litigation, arising during the proper performance of this Agreement.

4.17 Any notice given pursuant to this agreement shall be given or served in the same manner as is provided for in the Property Law Act (Qld) 1974.

4.18 If anything in this Agreement is unenforceable, illegal, or void then it is severed for the rest of the agreement and the balance of the terms in the Agreement remain in force unless their basic purpose would be defeated by the severance of the offending term.

4.19 The Body Corporate acknowledges that this Agreement does not relate to property maintenance and that SSKB is not required under this Agreement to carry out any property maintenance services for the Body Corporate.

4.20 SSKB does not provide management services for the purposes of the Fire Rescue Safety Act (FRSA) and it is recommended that the Body Corporate seeks advice about fire issues on a regular basis to avoid non-compliance.

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

5.1 During the Agreement SSKB may receive commissions, dividends and revenue from the parties listed in the table below.

5.2 SSKB may, if it places the insurance, share in any brokerage fee payable to the Broker. The Broker may also share their commission with SSKB, noting that this is not charged in addition to the premium.

Associated Insurance Brokers Providers of Insurance Advice and Brokerage Services
Aviso Broking Pty Ltd ABN 44 010 468 818
Joe Vella Insurance Brokers ACN 074 970 540
Whitbread Insurance Brokers ACN 005 490 228
Honan Insurance Group ACN 005 372 396 AFSL 246 749
Collective Insurance Brokers Pty Ltd ACN 625 475 434

5.3 SSKB is, at the commencement of this Agreement, associated with the parties listed in the table below:

Name of Company
Stewart Silver King and Burns Pty Ltd ACN 138 492 556 Ultimate holding Company
SSKB Holdings Pty Ltd ACN 100 073 872 Subsidiary company of Stewart Silver King and Burns Pty Ltd and shareholder of the subsidiary companies nominated below:
Subsidiary Companies of SSKB Holdings Pty Ltd:
Stewart Silver King and Burns (Brisbane) Pty Ltd ACN 078 545 329
Stewart Silver King and Burns (Gold Coast) Pty Ltd ACN 069 399 864
Stewart Silver King and Burns (Sunshine Coast) Pty Ltd ACN 010 953 054
Stewart Silver King and Burns (NSW) Pty Ltd ACN 098 060 952
Stewart Silver King and Burns (Victoria) Pty Ltd ACN 114 836 172
SSKB Body Corporate Management Pty Ltd ACN 100 137 862
SSKB Strata Consulting Pty Ltd ACN 076 320 413
SSKB Tax Compliance Pty Ltd ACN 118 610 736
Symland Pty Ltd ACN 054 260 383 trading as Star Building Management Pty Ltd

6 Special Conditions

6.1

Notes to the SSKB Administration Agreement

Application of Mechanism for CPI Increase

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

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

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

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

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

Insurance

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

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

An interactive insurance claim form and information on submitting claims is available on the SSKB website: https://www.sskb.com.au/committee-and-owner-resources/ - go to the Insurance tab.

Fee for Service

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

Examples of Fee for Service

Meetings

- Anything to do with extraordinary general meetings, committee meetings and vote outside committee meetings that are in addition to the agreed number of committee meetings
- Including more than the statutory motions and attachments, excluding the SSKB Agreement in the annual general meeting notice. Each additional page would be subject to per page charges and the meeting notice would be subject to additional Communications and Disbursements charges
- Prepare and review non-statutory motions, including secret/open ballots and secret motions plus Communication and Disbursement charges
- Attending meetings that exceed the agreed duration in the Agreement (which is generally 2 hours)
- Anything to do with transfer of management rights
- Anything to do with any committee meetings over and above the agreed number of meetings
- Attending meetings or any other services required outside of business hours (8:30 am–5:00pm)
- Attending reconvened meetings

Financial

- Preparation of Business Activity Statements/Income Activity Statements
- Preparation of Audit Packs and resolution of audit queries
- Reconciliation of payroll, superannuation and employee expenses for Body Corporate employees
- Annual CPI Calculation of Building Manager Fees
- Preparation of additional accrued accounts
- Bulk utility accruals
- Government Tax Audits
- Investment of funds on Committee instructions
- Invoice Hub - approval of invoices for payment and coding of invoices where a Committee member does not undertake this task on the Invoice Hub Portal

and/or where SSKB has been authorised to undertake this task

- Recoding and on-charging of expenses including on charging to non-Owners
- Body Corporate set up fees including TFN/ABN/GST Public Officer registration
- Opening and closing bank accounts including travel to bank branches
- Distribute levy notices, other than the nominated agreed number of notices (e.g. utility on-charging and special levy notices)
- Preparation of cash flow reports
- Preparation and issue of advice to Owners re non-mutual income where applicable

Secretarial and Administrative

- International postage where an Owner has not supplied an Australian address for Body Corporate mail
- Any time any service is required by the Body Corporate to be completed outside of business hours (8:30-5:00pm Monday to Friday)
- Dealing with individual Owners on Body Corporate matters other than by the Clients Solutions Team
- Responding to correspondence and Owners motions
- Archiving, storage, retrieval and destruction of records
- Lodgement of documents with any Government or Statutory Authority such as the Dept. of Natural Resources and Commissioner for Body Corporate
- Liaison with lawyers, other professionals or Government departments
- Liaison with independent contractors and obtaining reports/quotations
- Repairs and maintenance co-ordination
- Anything to do with Building Management Statements (BMS) and Architectural Review Committees (ARC)
- Call for nominations for the positions of executive and ordinary members of the Committee and call for submission of motions for the annual general meeting
- Any matter related to the collecting of unpaid contributions and second debtor accounts
- Managing levy payment plans
- Managing new Owner details and forwarding new Owner information
- Managing Owner information where the Owner has not provided current contact details
- Assisting the Body Corporate in the application of the by-laws
- Insurance renewals, management of premium funding and claim processing if business placed outside SSKB's nominated broker
- Attending to Workers Compensation returns, Register of Plant renewals and distribution of Land Valuation notices as directed
- Travel to and from meetings
- Re-subdivisions/lot entitlement changes, including system update and consultancy

Portal Documentation

- Upload of additional documentation on request and creation of custom pages on the Portal

Additional Services

- Part 5 Appointments by separate Agreement
- Off-boarding at hourly rates

Note:

- Other unspecified items or duties SSKB are requested to perform from time to time at the cost nominated by SSKB

Secretarial and Financial	Hourly Rate
Consultants per hour	$275.00
Community Managers (CM) per hour	$275.00
Assistant Community Manager (ACM)per hour	$160.00
Accountant per hour	$215.00
Assistant Accountant per hour	$160.00
Administrative Staff per hour	$95.00
Arrears Staff per hour	$150.00
Local travel for meetings plus disbursement fees	$ 80.00

Financial Services	
Audit Pack Preparation fee (the greater of)	$12.00 per lot or $550.00
Quarterly Business Activity Statements (BAS)	$300.00 Return
Instalment Activity Statement Returns	$150.00 Return
Annual CPI Calculation/Caretaker Remuneration	Accountant Hourly Rate
Additional accrued periodic Financial Statements	$400.00 per Report
Cash Flow Reports	Accountant Hourly Rate
Attending to Payroll Processing	$15 per Employee per Period
Issuing notices and attending to queries re second debtor non-payments.	$35.00 1st Notice $190.00 LOD

On-Charging	
Recharges including on-charging to lot owners and related bodies corporate	$15.00 Notice

Body Corporate Set Up	
New Schemes	$500–$1,000
Existing Schemes	A Minimum of $475 or by Negotiation
Re-subdivisions/lot entitlement changes system update and consultancy	Asst.Acct.Consult/ hourly rate
Changing Banks operating account (opening and closing accounts)	$105.00

Administrative	
Nomination Fee incl. Comms & Disb charges	$4.10 notice
Change of ownership, (Welcome Packs) incl Comms & Disb fees	$20.00 per change of Ownership
Attend to Workers Comp Returns & Register of Plant Annual Returns	$65.00 per return
Attend reconvened meetings	$100.00 per Meeting
General Meeting Electronic Voting	$50.00 per Meeting

Arrears Management (on-charged to the owner)	
Preparation and issue of Reminder Notice	$35.00 Notice
Preparation and issue of Overdue Notice	$65.00 Notice
Preparation and issue of Letter of Demand (plus out of pocket expenses)	$190.00 Letter
Standard search fee RP Data	$35.00
Additional Lot Ledger Account Statements	$10.00
Setting up Payment Plans per Lot	$35.00 per Month
Monitoring of Payment Plans	Arrears Hourly Rate

Requests by Owners (on-charged to the owner)	
On request Owner's Statement	$30 statement
Restore Notices for tax purposes	$30 per financial year
On request copies of records. (No cost via the Owners' Portal)	BCCM website fees
Insurance Certificate of Currency	$27.27
Application for Discount (processing approved Committee applications)	$50
Dishonoured cheque (bank & admin fees)	$35
Refund of overpayments	$31.80
Re-allocation of payments between schemes	$31.80

Communication & Disbursements	
Telephone calls (in and out)	Included in Agreed Services
EFT Remittance Transmission	$1.20 ea
Cheques incl envelope & postage	$2.30 ea
SMS	$50.00 per levy period + $0.15 per SMS
A4 Print B&W/Print Colour	$0.50/$0.80 ea
A3 Print B&W/Print Colour	$0.80/$1.80 ea
A4 Electronic Image	$0.40 ea per Lot
Domestic & International Postage	AusPost charges + 30%
Special Levy/Additional Levy Issue and Receipting	$0.80 per levy plus Comms/Disb fees
Teleconferencing for Meetings	Cost + 30%
Envelopes Incl Labels	
Envelopes Small	$0.50 ea
Envelopes Large	$0.70 ea
Communication Fee	$1.00 ea
Secret/Open Ballot/Secret Motion incl coloured print/coloured paper	$2.50 ea
Returning Officer Envelope	$2.50 ea
Electronic & Physical Storage	**Archiving Fees**
Storage per box	$6.50 per week, $0.55 per week per additional box
Storage per 100MB	$6.50 per 100MB per week, $0.30 per week per additional 100MB
Retrieve or refile to/from storage. Storage facility fee to permanently remove a box from the facility	$12.00 box + courier fees $4.70 per box to remove.
Archive work (destruction/sort)	Admin Hourly Rate
Recovered Sundry Costs which include but are not limited to:	
E.g. Catering, couriers, stationery	Cost + 30%
Non-Local Travel & Meetings:	Provider Cost + 30% ATO Car Rates + 30% and Airfares at cost + 15%
Other	**Excl GST**
Tax Return Fee	$400.00 for schemes up to and including 99 lots $500.00 for schemes with 100 lots or more, payable to Strata Tax Compliance Pty Ltd
Software Licence Fee	As per Service Provider
Upload of additional Portal documents on request	Administrative Hourly Rate

Note: For other unspecified items or duties as performed from time to time by SSKB, the fees for service applicable will be as listed on the SSKB website at the time the service is rendered.

V2.24

Schedule 4 Proposed community management statement

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name of community titles scheme

MONOGRAM ORMISTON COMMUNITY TITLES SCHEME

2. Regulation module

SMALL SCHEMES MODULE

3. Name of body corporate

BODY CORPORATE FOR MONOGRAM ORMISTON COMMUNITY TITLES SCHEME

4. Scheme land

Lot on Plan Description	Title Reference
Common Property for Monogram Ormiston Community Titles Scheme	TO ISSUE
Lots 1-6 on SP347530	TO ISSUE

5. #Name and address of original owner

NORWELL ROAD PTY LTD ACN 656 258 203 LEVEL 13, 46 EDWARD STREET, BRISBANE QLD 4000

6. Reference to plan lodged with this statement

SP347530

first community management statement only

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

N/A

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

8. Execution by original owner/Consent of body corporate

NORWELL ROAD PTY LTD ACN 656 258 203

/ /
Execution Date

.....
Yi Qiang, Sole Director/Sole Secretary
***Execution**

*Original owner to execute for a first community management statement
*Body corporate to execute for a new community management statement

Privacy Statement
Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP347530	165	162
Lot 2 on SP347530	165	159
Lot 3 on SP347530	165	159
Lot 4 on SP347530	165	158
Lot 5 on SP347530	170	181
Lot 6 on SP347530	170	181
TOTALS	1,000	1,000

1. Principles for Deciding the Contribution Lot Entitlement for a Lot (CSLE)

1.1 The contribution schedule principle under section 46(7) of the *Body Corporate and Community Management Act 1997* (BCCM Act) on which the contribution schedule lot entitlements for the community titles scheme has been decided is the relativity principle.

1.2 The relativity principle referred to in clause 1.1 above is the principle that the lot entitlements must clearly demonstrate the relationship between the lots in the community titles scheme by reference to one or more particular relevant factors.

1.3 Section 46A(3) of the BCCM Act states that a relevant factor (as referred to in clause 0 above) may, and may only, be any of the following:

(a) how the community titles scheme is structured;

(b) the nature, features and characteristics of the lots;

(c) the purposes for which the lots are used;

(d) the impact the lots may have on the costs of maintaining the common property;

(e) the market values of the lots.

1.4 Individual contribution schedule lot entitlements for the community titles scheme were decided by reference to the following factors:

(a) the nature, features and characteristics of the lots in the community titles scheme;

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

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

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

(a) a lot which has a greater external surface area will have a higher contribution schedule lot entitlement than a lot which has a smaller external surface area because there is a higher cost of repairing, maintaining, replacing and cleaning that part of the common property surrounding the lot with the greater external surface area; and

(b) the greater the floor area of a lot, the greater the prospective demand on the common property to protect, support, service and generally benefit the lot with corresponding greater cost to the body corporate in the provision of and in the repair, maintenance, capital replacement and, as applicable, cleaning of the common property provided to the lot.

2. Principles for Deciding the Interest Lot Entitlement for a Lot (ISLE)

In accordance with section 46(8) of the Body Corporate and Community Management Act 1997, the interest schedule lot entitlements for the community titles scheme have been calculated using the market value principle. That is, the interest schedule lot entitlements reflect the respective market values of the lots in the community titles scheme.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Sections 66(1)(f) and (g) of the BCCM Act do not apply.

SCHEDULE C BY-LAWS

PART 1 – INTERPRETATION

1. Interpretation

These By-Laws are to be interpreted in accordance with the following rules:

(a) Terms not defined in this CMS but defined in the BCCM Act have the meanings given to them in the BCCM Act.

(b) Headings are for guidance only and are not to be used as an aid in interpretation.

(c) Plurals include the singular and singular include the plural.

(d) Reference to either gender includes a reference to the other gender.

(e) Reference to the whole includes any part of the whole.

(f) A reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

(g) A reference to a person includes a firm, a body corporate, an unincorporated association or an authority.

(h) Where these By-Laws say that something can or must be done by the Body Corporate then that thing may be done by the Body Corporate or the Committee unless there is a legal restriction on the Committee doing so.

(i) If a By-Law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such By-Law cannot be read down it, is deemed void and is severed and the remaining By-Laws are not in any way affected or impaired.

2. Definitions

In these By-Laws, unless the contrary intention appears:

(a) **Authority** means any entity, body, state, local or other government body or some other person having or exercising control over the use or the operation of the Scheme.

(b) **BCC** means Brisbane City Council (or their successor and assigns).

(c) **BCCM Act** means the *Body Corporate and Community Management Act 1997* (Qld) and the Regulation Module applying to the Scheme (as that legislation and regulation may be known or amended from time to time).

(d) **Body Corporate** means the body corporate created upon establishment of the Scheme.

(e) **Breach** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:

(1) these By-Laws;

(2) the BCCM Act;

(3) this CMS;

(4) any registered covenant or easement over the Common Property; or

(5) any rules relating to the Common Property made by the Committee or the Body Corporate pursuant to these By-Laws or the BCCM Act.

(f) **By-Laws** means these by-laws or any specified part of them.

(g) **CMS** means this community management statement.

(h) **Committee** means the committee of the Body Corporate appointed pursuant to the BCCM Act.

(i) **Committee's Representative** means a member of the Committee or other person or body appointed from time to time for the purpose of representing the Committee.

(j) **Common Property** means the common property of the Scheme.

(k) **Costs** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever, including where appropriate:

(1) legal fees on a solicitor and own client basis; and

(2) the cost of rectifying any Breach, or making good any damage caused by a Breach.

(l) **Heavy Vehicle** means a motor vehicle in excess of 3 tonnes weight loaded and includes, irrespective of their weight, mobile homes, towed caravans, large trucks, boats, campervans and motor homes.

(m) **Invitee** includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee, licensee and any other person authorised to be on the Land by an Owner or Occupier.

(n) **Land** means all of the land contained now or in the future in the Scheme.

(o) **Law** means any statute, rule, regulation, proclamation, ordinance by-law or other statutory instrument which may be applicable from time to time.

(p) **Lot** means a lot in the Scheme and includes all improvements constructed on a lot and any areas of Common Property attaching to a lot under an exclusive use by-law allocation.

(q) **Motor Vehicles** includes any vehicle which weighs no more than 3 tonne, is powered by an internal combustion engine which may include motorbikes and scooters but excludes Heavy Vehicles.

(r) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.

(s) **Occupier** means any occupier of a Lot (or part of a Lot as the context may require) and includes:

(1) the Owner (where the context requires, even if the owner is not in actual occupation of the Lot);

(2) a mortgagee in possession of a Lot; and

(3) a tenant or sub-tenant (registered or otherwise) of a Lot or a part of a Lot.

(t) **Original Owner** means the person named in item 5 of this Community Management Statement.

(u) **Owner** has the meaning defined by the BCCM Act and includes its successors in title and permitted assigns of the Owner.

(v) **Scheme** means Monogram Ormiston community titles scheme the subject of this Community Management Statement.

(w) **Secretary** means the secretary of the Body Corporate.

PART 2 – COMPLIANCE WITH CMS, BY-LAWS, RULES AND NOTICES

3. Observance of By-Laws and Peaceful Enjoyment

3.1 Occupiers must observe and ensure that these By-Laws are observed by their Invitees.

3.2 Occupiers must not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers.

3.3 An Owner whose Lot is the subject of a lease, licence or tenancy agreement must take all reasonable steps to ensure that any tenant, licensee, sub-tenant or other Occupier or their Invitees comply with and observe these By-Laws.

3.4 An Owner must give a copy of these By-Laws to any Occupier of a Lot.

4. Rules Relating to Common Property

4.1 Subject to the BCCM Act and any limit on the amount the Committee may spend as determined by the Body Corporate, the Committee or the Body Corporate may make, amend, delete or add to, from time to time, rules relating to the Common Property and/or assets of the Body Corporate and in particular (without limitation) in relation to the use of any improvements on or facilities within the Common Property not inconsistent with these By-Laws.

4.2 Occupiers must comply with any rules relating to the Common Property and/or assets of Body Corporate made under this by-law.

5. Instructions to Contractors etc.

Occupiers must not directly instruct any contractors workmen or other person doing works on the Land and employed by the Body Corporate unless authorised in writing by the Body Corporate.

6. Notices to be Observed

Occupiers and Invitees must observe the terms of any Notice displayed in the Common Property by authority of the Body Corporate or the Committee or of any other lawful Authority.

PART 3 – VEHICLES

7. Vehicles

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

(a) park a Motor Vehicle or allow a Motor Vehicle to stand on the Common Property; or

(b) permit an Invitee to park a Motor Vehicle or allow a Motor Vehicle to stand on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitor's Motor Vehicles.

7.2 An approval under clause 7.1 must state the period for which it is given, with the exception of designated visitor parking.

7.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier, with the exception of designated visitor parking.

7.4 Despite any rule or regulation to the contrary, the Committee and the Body Corporate (or such person who is empowered by either the Committee or the Body Corporate) is entitled to remove, at the expense of the Motor Vehicle's owner, Motor Vehicles parked illegally on Common Property by towing or other means.

7.5 Unless approved in writing by the Committee or the Body Corporate, Heavy Vehicles must not be parked on the Common Property or in a Lot's allocated car parking space.

8. Speed Limits

Occupiers must not exceed the speed limit which is put in place by the Body Corporate or the Committee (from time to time) on the Land while driving any Motor Vehicle (or such other authorised vehicle). Occupiers must use their best endeavours to ensure that their Invitees do not exceed any speed limit imposed from time to time on the Land.

PART 4 – OBLIGATIONS IN RESPECT OF LOTS

9. Use of Lots

9.1 The Lots in the Community Titles Scheme Lots must be used only for residential purposes unless consented to otherwise by the Body Corporate by way of a special resolution.

9.2 Lots must not be used:

(a) for any purpose that may cause a nuisance or hazard or is in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;

(b) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme;

(c) for any purpose that may endanger the safety or good reputation of persons residing within the Scheme; or

(d) for any purpose which is not lawful pursuant to an Authority.

9.3 Occupiers may, subject to By-Law 9.1, carry out a home occupation or business from a Lot and may receive visitors for that purpose provided:

(a) the use is lawful and all necessary permits and insurances (including from the relevant Authorities) for the use are held;

(b) the use does not unreasonably interfere with the amenity of other Occupiers; and

(c) the Occupier obeys the reasonable directions and requirements of the Committee or the Body Corporate.

10. Alteration to Lots

10.1 An Owner or Occupier must not alter:

(a) the external walls and surfaces of a Lot;

(b) any structural wall in a Lot which supports or would in any way affect another Lot on the Land if it were altered;

(c) any part of a Lot where it does not have the approval of the relevant Authority, where such approval is required by Law;

(d) any part of the Common Property;

(e) any services or other infrastructure external to a Lot;

(f) any Exclusive Use Area,

in any way without the approval in writing of the Body Corporate.

10.2 Unless precluded under clause 10.1, no approval of the Body Corporate is necessary in respect of renovations or other works building works, maintenance of the internal area of the Lot such as painting of internal walls and replacement of floor coverings such as carpet or tiles providing that the colours of finishes which are visible from outside of the Lot are in keeping with the colours used in the Scheme generally and provided that any such works comply with any BCC or other local authority requirements.

10.3 An Owner must submit plans and specifications and any other details required to the Committee or the Body Corporate in respect of any proposed alterations for which the Committee or the Body Corporate must consent.

10.4 The Committee or the Body Corporate must not unreasonably withhold its consent to an alteration, and may give its consent subject to reasonable conditions.

10.5 An approval given by the Committee or the Body Corporate to an alteration is conditional upon the Owner first obtaining all necessary BCC approvals to the alteration.

10.6 Any works which are conducted by the Owner under this clause must be done in a way that causes as little inconvenience as possible to other Owners on the Land including that it must ensure that:

(a) no tradespeople block other Owner's driveways;

(b) all works are conducted during times and in accordance with BCC noise restriction requirements;

(c) all works must be conducted by suitably qualified tradespeople who hold and maintain appropriate insurance to cover them for the works that they will be conducting; and

(d) no rubbish is left on the Common Property or in areas on the outside of the Lot which are visible to other Owners for extended periods of time.

11. Appearance of Lots

11.1 The Occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds.

11.2 The Occupier of a Lot must not enclose any balcony, verandah or terrace with solid balustrades, solid walls, fixed and/or operable, moveable or adjustable screening, shutters, glazing, louvers, or similar permanent fixtures without the Body Corporate's written approval.

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

(a) affix any clothes line or similar drying device to the balcony of the Lot or any part of the Common Property;

(b) erect any outdoor wireless or television aerials and satellite dishes (or similar devices);

(c) install any blinds, curtains, shutters or other window coverings which are visible from the outside of the Lot; and/or

(d) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or Common Property, or outside the Scheme Land.

11.4 If the approval of the Body Corporate is obtained for the installation of any items on the Lot pursuant to this clause 11, then such costs must be borne by the Occupier.

11.5 An Occupier must not install any air conditioning or mechanical plant installations which are unscreened on the Lot or are to be visible from outside of the Scheme. Any installations which are required to be located on a roof, wall or garden of a Lot are to be appropriately screened or shaped according to the acoustic requirements of the Scheme and so as to integrate in a complimentary manner with the overall design of the roof, wall or garden area in which the installation is to be located.

11.6 The Body Corporate is deemed to have approved all air conditioning systems or condensers, hot water systems, water meters, gas meters, gas outlets, curtains, blinds and external shutters installed during construction.

12. Clearance of Post Boxes

Occupiers (and if the Lot is vacant, Owners) must regularly clear the post box for the Lot.

13. Nuisance

13.1 Occupiers and Invitees must not make or permit any noise likely to unreasonably interfere with the peaceful enjoyment of other Occupiers.

13.2 Occupiers must take all practical means to minimise annoyance to other Occupiers including by closing doors, windows and curtains and taking such further reasonable steps as may be within their power.

13.3 Occupiers must not operate any electronic device or equipment which interferes with any domestic appliance or apparatus lawfully in use within the Scheme.

14. Infectious Diseases

14.1 Occupiers must immediately give Notice to the Body Corporate of any serious infectious disease contracted by the Occupier or an Invitee and include in such Notice details of all relevant information related to that disease.

14.2 The Body Corporate is authorised to notify any other Owners, Occupiers or any other person it may lawfully be required to notify of any notifiable disease and must do so as soon as practicable by putting a notice with the relevant information into each Occupiers post box of the relevant notifiable disease or by such other method as the Body Corporate or any Authority may reasonably deem appropriate under the circumstances.

15. Insurance

Occupiers must not bring onto, do or keep anything in or on their Lots which may increase the rate of insurance of the Scheme or which may conflict with the laws relating to fires or any insurance policy for the Scheme or the regulations of any public authority.

PART 5 – OBLIGATION RELATING TO BOTH THE USE OF THE COMMON PROPERTY AND LOTS

16. Bulk Supply of Utilities

The Body Corporate may at its election supply or engage another person to supply utilities to Owners or Occupiers in the Scheme and in that case the following will apply:

(a) The Body Corporate may enter into a contract for the purchase of reticulated utilities on the most economical basis, for the whole of the Scheme from the relevant authority and may sell reticulated utility to each Owner or Occupier in the Scheme provided, in respect of electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the Owner or Occupier for supply of the electricity direct from the relevant electricity authority;

(b) The Body Corporate is not required to supply to any Owner or Occupier utility requirements beyond those requirements which the relevant authority could supply at any particular time;

(c) The Body Corporate may charge for the services (including for the installation of, and the cost associated with, utility infrastructure for the services) but only to the extent necessary for reimbursing the Body Corporate for supplying the services;

(d) The Body Corporate may render accounts to each Owner or Occupier and such accounts are payable to the Body Corporate within 14 days of the delivery for such accounts;

(e) In respect of an account which has been rendered pursuant to these By-Laws, then an Owner or Occupier is liable, jointly and severally with any person who was liable to pay that account when that Owner or Occupier became the Owner or Occupier of that Lot;

(f) If a proper account for the supply of reticulated utility is not paid by its due date for payment, then the Body Corporate is entitled to:

(1) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/or

(2) disconnect the supply of reticulated utility to the relevant Lot;

(g) The Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;

(h) The Body Corporate may, from time to time, determine a security deposit to be paid by each Owner or Occupier who is connected to the supply of the reticulated utility as a guarantee against non-payment of accounts for the supply of reticulated utility.

17. Garbage Disposal

17.1 Garbage must be kept in a clean receptacle on the Lot and/or the Common Property in the area designated by the Committee or the Body Corporate. Occupiers must use their best endeavours to ensure that any odours coming from the garbage are kept to a minimum or are immediately dealt with by the relevant Occupier.

17.2 Occupiers must not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Occupiers.

17.3 The Committee or the Body Corporate may:

(a) clear away all rubbish, dirt or other material located on the Common Property; and

(b) repair any damage caused to the Common Property by any rubbish, dirt or other material, at the cost of the Owner or Occupier (as the Committee or the Body Corporate may so decide) of the offending Lot.

17.4 The Body Corporate has the power to devise and adopt a garbage storage removal system from time to time. If approval is lawfully required, any system must be first approved by BCC's waste service division and must be complied with by Occupiers.

17.5 The Body Corporate may enter into an arrangement with BCC waste services for on site refuse and/or bulk bin collection services to the Scheme. If the Body Corporate does so, the Owners and the Body Corporate indemnify BCC against any damage to the pavement or driving surfaces of the Common Property, except to the extent that the damage is caused by any negligent act or omission of BCC or its employees, agents, or contractors. This by-law serves as notice to any Owner from time to time of the indemnity given by that Owner and the Body Corporate to BCC.

17.6 The Owner or Occupier must comply with the reasonable directions of the Body Corporate for the separation of garbage for recycling.

18. Flammable Substances

18.1 Occupiers must not, without the written permission of the Committee or the Body Corporate store a flammable substance on the Common Property.

18.2 Occupiers must not, without the written permission of the Committee or the Body Corporate, store a flammable substance on the Lot unless the substance is used or intended to be used for domestic purposes or as may be required by such other permitted use which has been lawfully approved in respect of a Lot.

19. Approval for Two Animals

19.1 The Occupier of a Lot may keep two small domestic animals (not exceeding 10 kilograms each in weight) in the Lot and access the Lot over the Common Property with said animal:

(a) provided the Occupier gives the Body Corporate a photograph of the animal and a copy of the registration certificate with the relevant Authority (if required to be registered); and

(b) subject to the right of the Body Corporate to require the Occupier to remove the animal in circumstances where the Occupier is in breach of By-Laws 19 or 20 or the animal is otherwise creating a nuisance or annoyance to other Owners or Occupiers of Lots or their Invitees.

19.2 The Occupier must:

(a) ensure the animal is at all times quiet, wears an identification tag and remains on a lead when on Common Property;

(b) clean up any excrement of the animal on the Lot or Common Property; and

(c) ensure the animal does not bark or make noise to unreasonably interfere with the peaceful enjoyment of other Occupiers, including when the animal is left unattended.

20. Approval for More than Two Animals

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

(a) bring or keep more than two small domestic animals (not exceeding 10 kilograms in weight) on the Lot, or the Common Property; or

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

20.2 The Occupier of a Lot must obtain the Body Corporate's written approval before bringing, or permitting an invitee to bring, an animal to which By-Law 20.1 applies onto the Lot or the Common Property.

20.3 If any Occupier is given an approval under this By-Law, the Occupier must ensure that the animal does not interfere with the peaceful enjoyment of a person lawfully or another Lot or the Common Property.

20.4 Any approval given under this By-Law must not be unreasonably withheld and any approval may be granted subject to reasonable conditions.

20.5 Any approval can be withdrawn by the Committee of the Body Corporate at any time.

20.6 If an Occupier is a person mentioned in section 8 of the *Guide*, *Hearing and Assistance Dogs Act 2009* (Qld), then that Occupier may be accompanied by a guide, hearing or assistance dog while within the Lots or on the Common Property.

21. Auction Sales

Occupiers, other than the Original Owner, must not permit any auction sale to be conducted or to take place within their Lot or upon the Common Property without the prior written permission of the Committee or the Body Corporate.

22. Use of Facilities

Occupiers must use facilities in Lots and within the Common Property properly and only for the purpose for which they were intended.

PART 6 – OBLIGATIONS IN RESPECT OF COMMON PROPERTY

23. Obstruction

Occupiers must not:

(a) interfere with the lawful use of the Common Property; or

(b) interfere with the use of access ways, footpaths or driveways on the Common Property or any easement giving access to or through the Common Property; or

(c) use access ways, footpaths or driveways on the Common Property for any purpose other than access.

24. Accidents on Common Property

Occupiers must:

(a) give Notice to the Body Corporate of any accident which occurs or arises out of or relates to Common Property;

(b) include in such Notice, all details of the accident which would be normally required by an insurer; and

(c) provide all such assistance with any insurance claim arising out of such accident as is reasonably required by the Body Corporate.

25. Damage to Common Property

25.1 Occupiers must not damage or remove or use for their own purposes any lawn, garden, or plant on Common Property without the written consent of the Committee of the Body Corporate.

25.2 Occupiers must not alter, operate, damage or in any way deface any structure that forms part of the Common Property without the written consent of the Committee of the Body Corporate.

26. Notice of Damage

Occupiers must promptly notify the Body Corporate of any damage to or defect in any service, connection or fixtures which comprise part of the Common Property.

27. No Smoking or Illicit Drugs

Occupiers must not at any time smoke cigarettes or any other substance or take any illicit drugs whilst on Common Property.

28. Damage

The Occupier is required to notify the Body Corporate or the Committee of any damage caused to Common Property. Should any damage be caused to the Common Property, the cost of the repair of the damage will be the responsibility of the Occupier except where it is caused by reasons outside of the control of the Occupier and the Body Corporate's insurance will cover such a loss.

29. Anti-Social or Violent Behaviour

Any acts of anti-social or violent behaviour by an Occupier, Occupier's pet, Invitee, or Invitee's pet on the Common Property are prohibited. In the event of this type of incident the police may be notified and to the extent it can do so by law, the Body Corporate or the Committee may restrict or disallow access to the Common Property by a particular person or animal.

30. Occupational Health and Safety and Other Laws

30.1 The Occupier must adhere to all laws including occupational health and safety laws and those relating to exposure to noise, working at heights, manual handling and safe operation of equipment.

30.2 The Occupier will comply in every respect with regulations under the *Health Act 1958* and the Building Code of Australia with regard to public buildings for the prevention of overcrowding and obstruction of doorways, passages, corridors or any other part of a building on the Land to ensure the safe exiting from the building in case of an emergency.

PART 7 – THE BODY CORPORATE

31. Empowering By-Law

31.1 The Body Corporate is empowered to negotiate and to enter into such agreements and deeds for administration, caretaking, maintenance, services and security (collectively "Services") as it decides in its discretion are to its benefit.

31.2 The Body Corporate is further empowered to regulate the provision of any Services throughout the Scheme and contributions toward the cost of the Services.

31.3 Without limitation and by way of example, under this By-Law the Body Corporate may enter into arrangements with service contractors for the purchase and supply to the Body Corporate and Occupiers of electricity, gas, chilled water (to enable the operation of air-conditioning systems) etc ("Consumables"). Under such an arrangement, Occupiers may be charged, by either the Body Corporate or a service contractor, either a flat fee or a fee based on use (or a combination of both) for the consumption of the Consumables as well as administration charges. The Committee may, from time to time, make, delete or add to rules relating to such arrangements. Occupiers, as a condition of the supply of the Consumables, must comply with any such rules.

32. Breach

32.1 If an Occupier commits a Breach, the Body Corporate may give the Owner and Occupier a Notice to Remedy the Breach within 14 days.

32.2 If the Owner or Occupier fail to remedy the Breach, the Body Corporate may, on a further 3 days' Notice to the Owner and Occupier, enter the Lot and carry out any necessary works to remedy the Breach but only to the extent necessary to remedy the Breach.

32.3 If an Occupier commits a Breach and the Body Corporate deems it to be an emergency situation, the Body Corporate may immediately enter the Lot and carry out the necessary works to remedy the Breach.

32.4 For avoidance of doubt, the Body Corporate may recover its costs in respect of that Breach in accordance with these By-Laws and under the BCCM Act.

33. Inspection of Lots

33.1 Occupiers must permit, (upon 3 days' Notice, except in the case of an emergency when no notice is required) representatives of the Body Corporate to access their Lot to:

(a) read any meter situated within the Lot;

(b) maintain or replace any equipment owned or operated by the Body Corporate on the Common Property.

33.2 If an Occupier does not permit access, the Body Corporate may effect entry and will not be liable for any damage occasioned to the Lot or any structure on the Lot in effecting the entry.

33.3 The Body Corporate, in exercising its powers under this By-Law, will ensure that it causes as little inconvenience to the Occupier as is reasonable in the circumstances.

34. Recovery of Costs

34.1 If an Occupier or Invitee commits a Breach, the Owner of the relevant Lot must pay on demand the whole of the Body Corporate's Costs in respect of that Breach, which amount will be deemed to be a liquidated debt.

34.2 Where the Body Corporate incurs Costs as a result of a Breach, the Body Corporate will be entitled to and the Committee may, in its absolute discretion:

(a) seek an order of an Adjudicator under the BCCM Act requiring the Owner who committed the Breach, or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee), to pay the Body Corporate's Costs; or

(b) recover its Costs as a debt in an action in any Court of competent jurisdiction from the Owner who committed the Breach or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee.

35. Levies

35.1 If a contribution levied under the BCCM Act is unpaid by the due date for payment, then the Owner will have committed a Breach. The amount of the unpaid contribution will bear interest at an annual rate to be determined by the Committee from time to time, if no such determination has been made, then at a rate of 2% per month or any part month.

35.2 If, at the time a person becomes the Owner, another person is liable in respect of the Lot to pay a contribution or interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the contribution or interest.

35.3 Unpaid contributions and interest and all Body Corporate administrative costs and legal costs (on a solicitor and own client basis) associated with collecting the unpaid amounts are recoverable by the Body Corporate as a liquidated debt.

36. Correspondence

All complaints or applications to the Body Corporate or the Committee must be addressed in writing to the Secretary and not to any other member of the Committee.

PART 8 – ORIGINAL OWNER

37. Display Unit and Promotional Functions

Despite anything else in these By-Laws, the Original Owner may:

(a) use any Lot, or permit any Lot to be used, for the purposes of a Display Unit;

(b) erect signage, or permit signage to be erected within the Scheme (provided this complies with all laws); and

(c) carry out promotional and marketing functions from the Common Property (but must minimise the disturbance to Occupiers in doing so).

38. No Objection

The Original Owner is permitted to use and damage the Common Property for the purpose of developing the Scheme. If any damage is caused to the Common Property or anything on the Common Property, the Original Owner will make good the damage at its expense.

PART 9 – EXCUSIVE USE

39. Exclusive Use Areas and Assets

Specific Identification in By-Law

39.1 Occupiers for the time being of Lots identified in Schedule E are entitled to the exclusive use and enjoyment of that part of the Common Property:

(a) specifically identified in Schedule E; and

(b) for the purposes set out in Schedule E.

39.2 Owners of Lots to which this exclusive use By-Law attaches must:

(a) at their own expense, keep the exclusive use areas (including any planting or gardens in those areas) neat and tidy and in good repair;

(b) as far as is lawful, perform the duties of the Body Corporate in respect of the exclusive use areas. Exclusive use areas which are not kept tidy and clean, will be tidied and cleaned by the Body Corporate at the expense of the Owner of the Lot to which the exclusive use By-Law attaches.

Additional Exclusive Use Areas

39.3 The Original Owner may (during the first twelve (12) months after the Community Titles Scheme is established or changed) by giving written notice to the Body Corporate allocate parts of the Common Property for the exclusive use of particular lot owners for any purpose which is appropriate to the intended use of the space.

39.4 The Original Owner may allocate additional exclusive use areas by giving the Body Corporate notice.

39.5 If the Original Owner makes an allocation of Common Property in accordance with By-Laws 39.4, then the Committee and the Body Corporate (as necessary) will:

(a) at the request of the Original Owner;

(b) at the cost of the Original Owner; and

(c) upon the provision of the necessary exclusive use plans by the Original Owner,

approve and consent to the grant and/or allocation of exclusive use to any owner(s) of any part of Common Property and will authorise the signing and recording of any new community management statement necessary to give effect to the grant and/or allocation of exclusive use.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

STATUTORY EASEMENTS

The following lots in the Scheme are affected by the following statutory easements:

Easement	***Land Title Act 1994*** **(Qld)**	**Lots Affected**
Easement for lateral or subjacent support	Section 115N	Common Property of Monogram Ormiston Community Titles Scheme and Lots 1-6 on SP347530
Easement for utility services and utility infrastructure	Section 115O	Common Property of Monogram Ormiston Community Titles Scheme and Lots 1-6 on SP347530
Easement for utility services and utility infrastructure	Section 115P	Common Property of Monogram Ormiston Community Titles Scheme and Lots 1-6 on SP347530
Easement for shelter	Section 115Q	Common Property of Monogram Ormiston Community Titles Scheme and Lots 1-6 on SP347530
Easement for projections	Section 115R	Common Property of Monogram Ormiston Community Titles Scheme and Lots 1-6 on SP347530
Easement for maintenance of building close to boundary	Section 115S	Common Property of Monogram Ormiston Community Titles Scheme and Lots 1-6 on SP347530

SERVICE LOCATION DIAGRAM

The service location diagram is annexed to this CMS and marked ‘Annexure A’.

OTHER REQUIREMENTS OF REGULATION MODULE

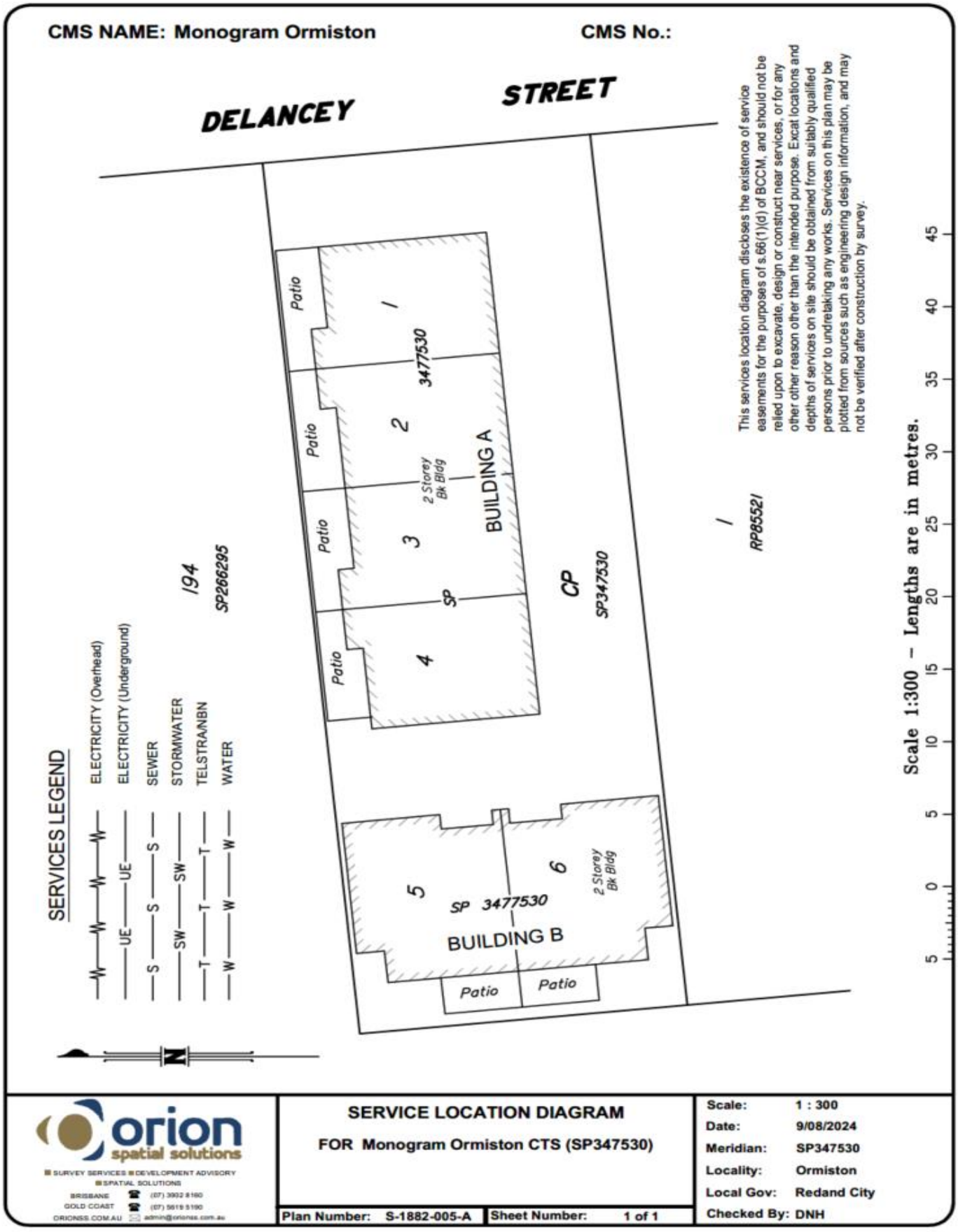
Sections 66(2)(a) and (b) of the BCCM Act are not applicable.

SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

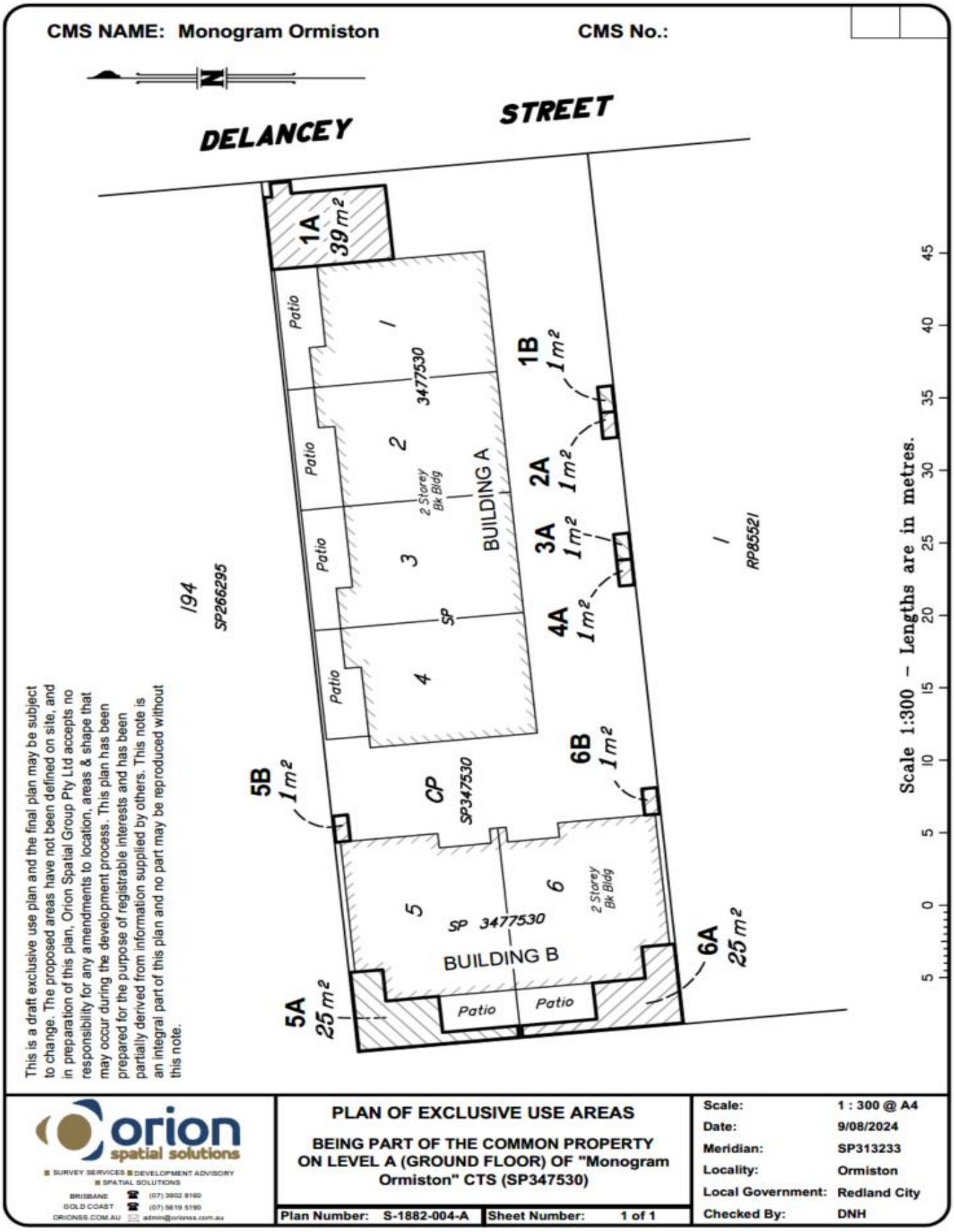
An exclusive use plan ('Exclusive Use Plan') is annexed to this CMS and marked 'Annexure B'.

Lot on Plan	Purpose of Exclusive Use Area	Exclusive Use Area/s
Lot 1	Garden / lawn area	1A
Lot 1	Bin storage area	1B
Lot 2	Bin storage area	2A
Lot 3	Bin storage area	3A
Lot 4	Bin storage area	4A
Lot 5	Garden / lawn area	5A
Lot 5	Bin storage area	5B
Lot 6	Garden / lawn area	6A
Lot 6	Bin storage area	6B

ANNEXURE A – SERVICES LOCATION DIAGRAM



ANNEXURE B – EXCLUSIVE USE PLAN



Schedule 5 Power of attorney disclosure

Under s.219 of the *Body Corporate and Community Management Act 1994 (Qld)* the Seller states that under the Contract for the Lot, so far as is lawful, the Buyer irrevocably appoints, jointly and severally, the Seller and each director of the Seller, to be an attorney of the Buyer and its company nominee (if the Buyer is a company) (**Attorney**) on the terms and for the purposes set out below.

If the Seller is a company or company trustee, the Power of Attorney may be exercised by an authorised corporate representative of the Seller.

The Power of attorney is on the following terms:

32. Power of Attorney

(i) The Buyer appoints the Seller and the directors of the Seller jointly and severally as the attorneys of the Buyer to perform, to the exclusion of the Buyer, the following acts:

(A) attend and/or vote in the name of the Buyer at meetings of the Body Corporate or the committee of the Body Corporate in place of the Buyer in respect of a motion or resolution referred to in clause 32(ii); or

(B) complete, sign and lodge a voting paper or other document (including a corporate owner nominee appointment form or representative appointment form and any notice under section 81 of the Regulation Module) to allow the Seller to vote in the name of the Buyer at all meetings of the Body Corporate or the committee of the Body Corporate in place of the Buyer in respect of a motion or resolution referred to in clause 32(ii); or

(C) complete, sign and lodge any written consent pursuant to section 173 of the BCCM Act and/or section 139 of the Regulation Module as may be required to pass any exclusive use By-Laws to allocate exclusive use areas in the Scheme, consequent upon the Scheme being changed.

(ii) The motions or resolutions in respect of which the Seller is appointed the attorney of the Buyer to the exclusion of the Buyer are the following:

(A) consent to the recording of a new CMS to implement the development of the Scheme Land proposed by this Contract;

(B) consent to the recording of a new CMS to record allocations under any exclusive use By-Law or to record any additional or replacement exclusive use By-Law to allocate exclusive use areas in the Scheme;

(C) consent to the recording of a new CMS to record the reallocation of exclusive use areas as agreed between lot owners, including the Seller (as the original owner);

(D) consent for the affixing of the seal of the Body Corporate to a Form 14 request to record a new CMS with Titles Queensland;

(E) consent to the grant of an easement lease or licence referred to in clause 33;

(F) consent to any appeal to be lodged in the Planning and Environment Court pursuant to section 60(7) of the BCCM Act, consequent upon the relevant local government failing or refusing to endorse a CMS notation within 40 days

after the CMS or any new CMS (referred to above) is submitted to the relevant local government for endorsement;

(G) the engagement of a person as a body corporate manager or service contractor, or authorisation of a person as a letting agent including the engagement of the body corporate manager and the engagement and authorisation of a manager as disclosed in the Disclosure Documents;

(H) the fixing, adoption, variation or ratification (as the case may be) of budgets or contributions to be levied by the Body Corporate under sections 110-112 of the Regulation Module;

(I) the composition and/or election of the members of the committee of the Body Corporate;

(J) a proposal that there will be no prohibition or restriction on the use of proxies by the Seller as original owner;

(K) an application to be made for an order of an adjudicator under section 238 of the BCCM Act;

(L) an appeal to be lodged under sections 289 or 304 of the BCCM Act;

(M) the commencement of a proceeding pursuant to section 312 of the BCCM Act;

(N) the issue of an authorisation to the owner of a lot (including the Seller as original owner) to make an improvement contemplated under section 133 of the Regulation Module including the installation, erection and/or construction of air-conditioning equipment, enclosures, carports, pergolas, fencing, screening, shutters, security devices or apparatus and awnings; and

(O) the exercise of any right of the Seller under this Contract.

(iii) This power of attorney is irrevocable for a period of one (1) year after the Scheme is established.

(iv) The Buyer agrees to ratify and confirm all the acts, deeds and things done or performed under this power of attorney.

(v) While this power of attorney remains in force, the Buyer must not transfer or assign the Lot other than to a transferee or assignee who has first agreed to be bound by the provisions of this clause 0 and who has executed a power of attorney in favour of the Seller and its directors in the same terms as this clause 32.

(vi) The Buyer will not grant a mortgage of the Lot without first providing a copy of this Contract to the mortgagee and procuring the mortgagee's agreement to be bound by the provisions of this clause 32.

Schedule 6 Other disclosure – Specifications

The Buyer acknowledges that the layout plans attached to this Schedule 6 are not intended to be used as a construction drawing, and that there may be changes between any such layout plan and the final layout or design of the Building

CPO ARCHITECTS

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INTERNAL FINISHES

CPO ARCHITECTS

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INTERNAL FINISHES

ISSUE DETAILS	DATE	COMMENTS	AUTHOR
Preliminary	18/08/2023		SZ
BA Issue	01/09/2023		SZ
90% Issue	26/09/2023		GG
Preliminary Construction	08/01/2024		GG
For Construction	12/08/2024		SW

NOTES:

1. All paint colours are from the Dulux traditional colour range, unless noted otherwise.
2. All colours / finishes nominated as 'TBA' are 'to be advised' by the architect.
3. All schedules to be read in conjunction with Architectural documentation. See plans and elevations for further details. Refer to Legend on drawings for meaning of abbreviations.
4. Contractor to confirm all quantities and locations on architectural drawings.
5. Any discrepancies between this Finishes Schedule and finishes shown on the drawings shall be referred to the Architect for clarification prior to ordering. The Contractor shall meanwhile allow for the more substantial or more expensive finish.
6. Not all products listed in this schedule are regularly in stock in Australia in large quantities. The builder is responsible for ordering products at a time that will allow the shipment to arrive prior to the scheduled install date. It is recommended that the builder call each supplier for an update on stock availability immediately after their tender is accepted.
7. Any alternative finishes sourced by the builder will shall comply with current Australian Standards.

CPO ARCHITECTS

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INTERNAL FINISHES

General Wall Paint

Kitchen Benchtop + Splashback

Kitchen Cabinetry

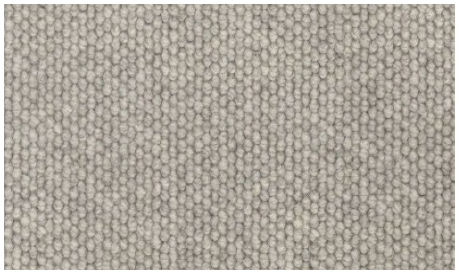
Kitchen and Bath Feature Tile

Bath Benchtop

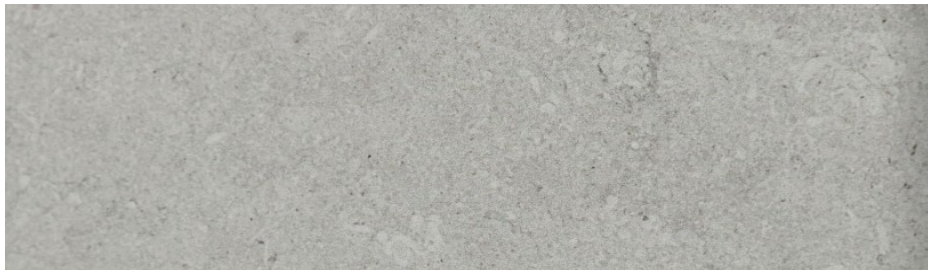
Bath Cabinetry

Bathroom Wall Tile

Timber Floor & Stairs



Carpet



Floor Tiles

190 Delancey St
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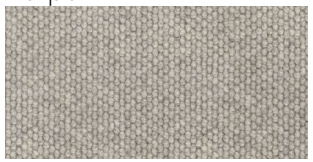
INTERNAL FINISHES

CODE	ITEM	DESCRIPTION		COMMENTS / APPROVAL	REV
FLOOR FINISHES					
TF01	Engineered Timber Flooring	Location: Colour: Supplier:	Ground Floor TBC By Client Prior to Install By Builder		5
FT01	Floor Tile	Location: Description: Colour: Finish: Grout: Supplier:	Ensuite / Bathroom 600 x 600mm Porcelain Floor Tile Stone Union Almond In-Out P4 Manhattan 2000 National Tiles		4
TM01	Stairs Timber Plank	Location: Colour: Supplier:	All stairs TBC By Client Prior to Install - to match floor plank By Builder		5
CP01	Carpet 	Location: Colour: Supplier:	Level 1 Bedrooms / MPR TBC By Client By Builder		5

CPO ARCHITECTS

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INTERNAL FINISHES

CODE	ITEM	DESCRIPTION		COMMENTS / APPROVAL	REV
WALL FINISHES					
PF01	Internal Paint Finish	Location: Description: Colour: Finish: Supplier:	General Internal Paint Finish Snowy Mountain Half Low Sheen Dulux		2
PF02	Internal Paint Finish	Location: Description: Colour: Finish: Supplier:	Doors / Architraves / Skirting Paint Finish Snowy Mountain Half Semi-Gloss Dulux		2
PF03	Internal Paint Finish	Location: Description: Colour: Finish: Supplier:	Ceilings Paint Finish Ceiling White Flat Dulux		1

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INTERNAL FINISHES

CODE	ITEM	DESCRIPTION		COMMENTS / APPROVAL	REV
WALL FINISHES CONT.					
SP01	Splashback	Location: Description: Colour: Supplier:	Kitchen Splashback Tile TBC By Client prior to Install By Builder		5
WT01	Wall Tile	Location: Description: Colour: Finish: Grout: Supplier:	Bathroom / Ensuite 300 x 600mm Rectified Ceramic Tile White Matt Bianco Luna National Tiles		2
WT02	Wall Tile	Location: Description: Colour: Finish: Grout: Supplier:	Bathroom / Ensuite 75 x 300 Ceramic Mosaic Masia Blanco Matt Bianco Luna National Tiles		2
WT03	Wall Tile	Location: Description: Colour: Finish: Grout: Supplier:	Powder / Laundry 600 x 600mm Porcelain Floor Tile Stone Union Almond In-Out Manhattan 2000 National Tiles		2

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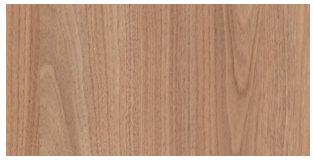
INTERNAL FINISHES

CODE	ITEM	DESCRIPTION		COMMENTS / APPROVAL	REV
JOINERY FINISHES CONT.					
BT01	BenchTop	Location: Description: Colour: Finish: Supplier:	Kitchen Bench 20mm Crystalline Silica-Free Surface Giusto Polished YDL Stone	Benchtop to comply with buidling code and legilsaltive requirements and be installed to manufacturere's details	4
LM01	Door Fronts and Panels	Location: Description: Colour: Finish: Supplier:	Kitchen Joinery Fronts Laminate Natural White Matt Polytec		1
LM02	Feature Shelf 	Location: Description: Colour: Finish: Supplier:	Kitchen Overhead Shelving Laminate Tasmania Oak Woodmatt Polytec		1

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INTERNAL FINISHES

CODE	ITEM	DESCRIPTION		COMMENTS / APPROVAL	REV
JOINERY FINISHES CONT.					
VB01	Vanity 01	Location: Description: Bowl Position: Interior: Top: Cabinet Finishes: Handles: Universal Plug & Waste: Supplier:	Type A and B Bathroom Glacier Door & Drawer, 900 Twin, Wall Hung Centre Bowl Lite Cast Marble Moulded Top Tasmanian Oak Bevel-grip Finger Pull Universal Plug & Waste Gloss White ADP		2
VB02	Vanity 02	Location: Description: Bowl Position: Interior: Top: Cabinet Finishes: Handles: Universal Plug & Waste: Supplier:	Type A and B Ensuite Glacier Ensuite All-Drawer, 1200 Twin, Wall Hung Left Bowl Lite Cast Marble Moulded Top Tasmanian Oak Bevel-grip Finger Pull Universal Plug & Waste Gloss White ADP		2

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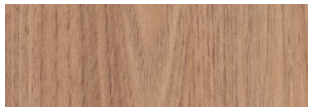
INTERNAL FINISHES

CODE	ITEM	DESCRIPTION		COMMENTS / APPROVAL	REV
JOINERY FINISHES CONT.					
VB03	Vanity 03	Location: Description: Bowl Position: Interior: Top: Cabinet Finishes: Handles: Universal Plug & Waste: Supplier:	Type C Bathroom Glacier Door & Drawer, 1500 Twin, Wall Hung Centre Bowl Lite Cast Marble Moulded Top Tasmanian Oak Bevel-grip Finger Pull Universal Plug & Waste Gloss White ADP		2
VB04	Vanity 04 	Location: Description: Bowl Position: Interior: Top: Cabinet Finishes: Handles: Universal Plug & Waste Supplier:	Type C Ensuite Glacier Door & Drawer, 1800 Twin, Wall Hung Double Bowl Lite Cast Marble Moulded Top Tasmanian Oak Bevel-grip Finger Pull Universal Plug & Waste Gloss White ADP		2

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INTERNAL FINISHES

CODE	ITEM	DESCRIPTION		COMMENTS / APPROVAL	REV
JOINERY FINISHES CONT.					
VB05	Vanity 05	Location: Description: Cabinet Finishes: Universal Plug & Waste: Supplier:	Powder petite 400 Wall Hung Tasmanian Oak Universal Plug & Waste Gloss White ADP		1

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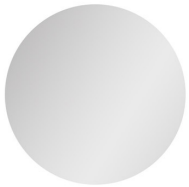
INTERNAL FINISHES

CODE	ITEM	DESCRIPTION		COMMENTS / APPROVAL	REV
JOINERY FINISHES CONT.					
MR01	Mirror 01 	Location: Description: Supplier:	Powder Round Polished Edge Mirror 750 ADP		1
MR02	Mirror 02	Location: Description: Cabinet Finish: Door Finish: Supplier:	Bathroom / Ensuite Round Mirror Cabinet Tasmanian Oak Matte White Polyurethane ADP		1

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INTERNAL FINISHES

CODE	ITEM	DESCRIPTION		COMMENTS / APPROVAL	REV
JOINERY FINISHES CONT.					
Handle	Joinery Handles	Location: Description: Colour: Supplier:	Kitchen Underbench Joinery Fronts Momo ona Lip Pull Handle Matt White MoMo		2
Handle	Entry Handle	Location: Description: Colour: Supplier:	Entry Doors Earth BAH - 178 Tasmania Oak Barben		1

Brand	Description		Colour
Haier	60cm, 7 Function, Electronic Screen, w/ Air Fry		Black
Haier	60cm 4 Zone Induction Cooktop		Black
Fisher & Paykel	60cm Undermount Rangehood - Unbranded		SS
Haier	60cm Fully Integrated Dishwasher		
Bezzoni	Soho Kitchen Mixer with Pull Out Spray - Satin Brass		Satin Brass
Franke	Double Bowl Flush / Top / Undermount Sink		SS
Clark	Eureka 45 Litre Compact T&C		SS/White
Bezzoni	Soho Kitchen Mixer - Satin Nickel		Satin Nickel
Austworld	100mm Designer Square Tile Grate		SS
Austworld	Washing Machine Mini Stops with Pin Handle (Pair)		CP

Seima	Wall Faced Universal Rimless Toilet Suite with Classic Soft Close Seat		White
Bezzoni	Stream Basin Mixer - Satin Brass PVD		Satin Brass PVD
Bezzoni	Stream Toilet Roll Holder - Left Hand - Satin Brass PVD		Satin Brass PVD
Bezzoni	Stream Toilet Roll Holder - Right Hand - Satin Brass		Satin Brass
Barben	Robe Hook - Satin Brass PVD		Satin Brass PVD
Austworld	100mm Designer Square Tile Grate		SS
Seima	Modia Wall Faced Universal Rimless Toilet Suite		White
Bezzoni	Stream Mixer & Spout Trim Kit		Satin Brass
Bezzoni	Mixer Body & Elbow for Spout Connection	IMAGE NOT AVAILABLE	**
Bezzoni	Stream Exposed Shower System		Satin Brass
Bezzoni	Stream Wall Mixer Trim Kit Only - Satin Brass PVD		Satin Brass PVD
Bezzoni	Universal Inwall Mixer Body Only	IMAGE NOT AVAILABLE	**

Bezzoni	Stream Toilet Roll Holder - Left Hand - Satin Brass PVD	Satin Brass PVD
Bezzoni	Stream Toilet Roll Holder - Right Hand - Satin Brass	Satin Brass
Bezzoni	Stream Double Towel Rail 600mm - Satin Brass PVD	Satin Brass PVD
Bezzoni	Stream Double Towel Rail 800mm - Satin Brass PVD	Satin Brass
Barben	Robe Hook - Satin Brass PVD	Satin Brass PVD
Bezzoni	Stream Metal Shower Shelf - Satin Brass	Satin Brass
Austworld	100mm Designer Square Tile Grate	SS

Schedule 7 Other disclosure – Covenants and Conditions

Part A - Covenants

The Buyer will be or may be bound by the following covenants:

1. Access

(a) The Seller and/or the predecessor on title of the Seller and its agents, invitees, contractors and sub-contractors and any government or local authority may enter the Land, the Lot and/or the Common Property prior to Settlement of the Contract with machinery to carry out or complete all necessary work in connection with the provision of services and the completion and maintenance of subdivisional and development works for the Land.

(b) The Buyer acknowledges that the Land forms part of a development which will comprise lots which the Seller (in respect of Proposed SP347530) intends to sell and potentially lease to other persons and the Buyer waives all rights to make any objection, requisition or claim for compensation, before or after Settlement of the Contract, or rescind or terminate this Contract concerning the methods used by the Seller and its agents to sell or lease lots in the development. Such methods may include, without limitation, the use of signs and the use of sales offices.