

THE GAWTHERN Terraces

The Gawthern Terraces
38 Gawthern Drive Pimpama QLD 4209

Stage 1 Contract

Contract of Unit.....60.....

Deluxe Land Pty Ltd
ACN: 616 593 750

Particulars of Sale – The Gawthorn Terraces – Stage 1

Contract dated:

A. Seller's Agent <div style="text-align: right;">Name</div> <div style="text-align: right;">Address</div> <div style="text-align: right;">Telephone/fax</div> <div style="text-align: right;">Licence Number</div>	
	<div style="display: flex; justify-content: space-between;"> <div>Tel: Email:</div> <div>Fax:</div> </div>
B. Seller <div style="text-align: right;">Name</div> <div style="text-align: right;">Address</div> <div style="text-align: right;">Tax File Number (to allow interest on the deposit)</div>	DELUXE LAND PTY LTD A.C.N. 616 593 750
	C/- Sabdia Lashand
	PO Box 80 Sunnybank QLD 4109
C. Seller's Solicitor <div style="text-align: right;">Name</div> <div style="text-align: right;">Address</div> <div style="text-align: right;">Telephone/fax</div>	Sabdia Lashand
	PO Box 80 Sunnybank QLD 4109
	<div style="display: flex; justify-content: space-between;"> <div>Tel: (07) 3341 2786 Email: rajan@sabdialashand.com.au</div> <div>Fax: (07) 3341 3775</div> </div>
D. Buyer <div style="text-align: right;">Name</div> <div style="text-align: right;">Address</div> <div style="text-align: right;">Telephone/fax</div> <div style="text-align: right;">Tax File Number (to allow interest on the deposit)</div> <div style="text-align: right;">Foreign Interest</div>	
	<div style="display: flex; justify-content: space-between;"> <div>Tel: Email:</div> <div>Fax:</div> </div>
	Yes <input type="checkbox"/> No <input type="checkbox"/> (N.B. If Buyer is a company, the directors must complete the personal guarantee at Schedule 4)
E. Buyer's Solicitor <div style="text-align: right;">Name</div> <div style="text-align: right;">Address</div> <div style="text-align: right;">Telephone/fax</div>	
	<div style="display: flex; justify-content: space-between;"> <div>Tel: Email:</div> <div>Fax:</div> </div>

F. Lot	<p>Address: Proposed Unit60....., being part of 38 Gawthorn Drive, Pimpama, Queensland.</p> <p>Proposed Lot60..... as outlined or highlighted in the plan in First and Second Schedule, being part of Lot 16 on RP 835833 Title Reference 18394065.</p> <p>Exclusive Use: See Disclosure Documents.</p>
G. Purchase Price	\$ 399,000.00
H. Deposit	<p>\$ Payable when the Buyer signs this Contract; and</p> <p>\$ Payable within 14 days of the Contract Date.</p>
I. Deposit Holder	
J. Settlement Date	<p>a) If title to the Lot has not been created at the date of this Contract: See clause 5; or</p> <p>b) If title to the Lot has been created at the date of this Contract: the date written below.</p> <p>DATE:</p>
K. Sunset Date	24 Months from the Contract Date
L. Signed	<p style="text-align: center;">WARNING STATEMENT</p> <p><i>The Contract may be subject to a 5 Business Day Cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the Contract during the statutory Cooling-off period.</i></p> <p><i>It is recommended the Buyer obtain an independent property valuation and independent legal advice about the Contract and his or her Cooling-off rights, before signing</i></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>..... Buyer Date:</p> </div> <div style="width: 45%;"> <p>..... Witness</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>..... Buyer Date:</p> </div> <div style="width: 45%;"> <p>..... Witness</p> </div> </div> <div style="margin-top: 20px;"> <p>..... DELUXE LAND PTY LTD A.C.N. 616 593 750 Seller Date:</p> </div>
M. Colour Scheme	<p><input type="checkbox"/> Cool</p> <p><input type="checkbox"/> Warm</p>

Conditions of Sale

The **Buyer** agrees to buy, and the **Seller** agrees to sell to the **Buyer**, the **Lot** on the terms set out in this **Contract**.

1. BACKGROUND

- (a) The owner is or is entitled to be the owner of the parcel.
- (b) The Gawthern Terraces is a subdivision of an existing lot on the Parcel intended to be developed in stages by the buildings outlined in the First and Second Schedule.
- (c) The Buyer agrees to buy the Lot on the terms outlined in this agreement.

2. MEANING OF WORDS AND PHRASES

2.1 Definitions

In this Contract:

- (a) The Buyer means the person named in Item D;
- (b) The Seller means the person named in Item B;
- (c) In addition, words and phrases used in this Contract have the meaning set out below:
 - (i) **Act** means the Land Title Act 1994;
 - (ii) **BCCM Act** means the Body Corporate and Community Management Act 1997;
 - (iii) **Body Corporate** means the body corporate for the Scheme;
 - (iv) **Business Day** means a day on which banks are open for business in Brisbane, excluding Saturdays, Sundays and public holidays;
 - (v) **Business Hours** means 9 am to 5 pm on a Business Day;

- (vi) **Claim** means any claim and includes all actions, claims, demands and liabilities, including claims for declarations, specific performance, interest, damages and costs;
- (vii) **CMS** means the community management statement for the Scheme and includes the first community management statement contained in the Disclosure Statement and any new community management statement;
- (viii) **Contract** means this Contract and all schedules and annexures;
- (ix) **Council** means Gold Coast City Council;
- (x) **Deposit Holder** means the party named in Item I of the particulars of sale;
- (xi) **Development** means all work required to develop the Parcel;
- (xii) **Development Approval** means the decision notice received from the Council for development of the Parcel;
- (xiii) **Disclosure Statement** means the separate document entitled "Disclosure Statement" which the Seller or its agent provided to the Buyer prior to signing this Contract;
- (xiv) **DNRM** means Department of Natural Resources and Mines;
- (xv) **FIRB** means the Foreign Investment Review Board established under the Foreign Acquisitions and Takeovers Act 1974 (Cth);
- (xvi) **Foreign Person** means a Foreign Person within the meaning of the Foreign

Acquisitions and Takeovers Act 1974 (Cth);		Occupations Act 2014 or any replacement statute	
(xvii)	Government Agencies means any government or governmental body (whether legislative, judicial or administrative), a department, commission, authority, tribunal, agency or entity, Commonwealth, state, territorial or local;	(xxv)	Parcel means the land described in Item F of the Reference Schedule to be subdivided by the Subdivision Plan to create the Lot.
(xviii)	GST means any value added, consumption, turnover or similar tax impost or duty on goods and/or services introduced by the Commonwealth or any state or territory at any time;	(xxvi)	Floor Plan means the plan of the Parcel contained in the First Schedule;
(xix)	GST Act means A New Tax System (Goods and Services Tax) Act 1999;	(xxvii)	PLA means the Property Law Act 1974;
(xx)	ITAA means the Income Tax Assessment Act 1936 or the Income Tax Assessment Act 1997 (whichever applies);	(xxviii)	Purchase Price means the amount in Item G;
(xxi)	Item means a corresponding item in the particulars of sale forming pages 1 and 2 of this Contract;	(xxix)	Regulation Module means the Body Corporate and Community Management (Standard Module) Regulation;
(xxii)	Lot means the proposed Lot described in Item F, title to which will be created when the Seller registers the Subdivision Plan with DNRM, together with the CMS;	(xxx)	Scheme means the community titles Scheme to be known as The Gawthorn Terraces, established in respect of the upon registration of the Subdivision Plan under the Act and recording of the first CMS under the BCCM Act;
(xxiii)	Outgoings includes rates, taxes (including land tax), Body Corporate Levies or Body Corporate Insurance and other assessments on the Parcel or the Lot that the Seller have paid or are under an obligation to pay;	(xxxi)	Seller's Architect means any contractor retained by the Seller in relation to the Development;
(xxiv)	Property Occupations Act means the Property	(xxxii)	Settlement means the performance by each of the Seller and Buyer of the respective obligations under this Contract;
		(xxxiii)	Settlement Date means the date in Item J;
		(xxxiv)	Statute means the BCCM Act, GST Act, ITTA, and Property Occupations Act or any replacement legislation;
		(xxxv)	Subdivision Plan means the proposed plan which will

subdivide the Parcel and create title to the Lot;

(xxxvi) **Sunset Date** means the date specified in Item K; and

(xxxvii) **Transfer Document** means the form of transfer under the Act, including an electronic form required to transfer title in the Lot to the Buyer and any other document to be signed by the Seller necessary for stamping or registering the Transfer Document.

2.2 Interpretation

In interpreting this Contract:

- (a) this Contract includes the Disclosure Statement;
- (b) words or expression used in the Act or the LSA have the same meanings, unless they are otherwise defined in this Contract;
- (c) the singular includes the plural and vice versa and words referring to a gender including all genders;
- (d) a reference to an Act of Parliament, Code or Law or section or schedule of that Act, Code or Law includes any amendment to it and included all statutory instruments issued from time to time under it;
- (e) references to an authority or body include any authority or body succeeding or replacing it;
- (f) grammatical forms of defined words have corresponding meanings;
- (g) a reference to this Contract includes amending or replacing agreements;
- (h) where the Buyer comprises two or more persons, the Buyer's obligations must be performed by each of the Buyers jointly and all of the Buyers severally;

(i) clause headings are for information only;

(ii) references to "dollar" and "\$" are references to Australian currency; and

(iii) where either the Buyer or the Seller must do something on a day which is not a Business Day, it must be done by the next Business Day.

3. DEPOSIT

3.1 Payment

- (a) The Buyer will pay the deposit to the Deposit Holder at the time or times require by Item H.
- (b) Despite any other term of this Contract of Sale, the Deposit Holder (hereinafter called the Trustee for the purpose of the BCCM Act, is to hold the Deposit in a trust account maintained by the firm of which he is a member in accordance with the provisions of the Trust Accounts Act 1973 (as amended) and dealt with by the firm in accordance with the provisions of Section 218B of the BCCM Act and the law governing the operation of their Trust Account. The Trustee is hereby empowered by the Seller and the Buyer to invest such a deposit and other monies payable hereunder in accordance with s 218D of the BCCM Act with an Australian Trading Bank for a term having regard to the likely Settlement Date. The Seller and Buyer specifically authorize the investment of such monies and neither the Seller nor the Trustee shall be responsible for the refund of the deposit or liable for any loss arising as a result of the investment of the deposit and other moneys with an Australian Trading Bank if the Trustee or the firm of which he is a member is unable to obtain repayment of the monies so lodged.

- (c) If the Buyer elects to pay the deposit by way of bank guarantee, the guarantee must be issued by a Financial Institution approved by the Seller but at the cost of the Buyer for an amount equal to 10% of the Purchase Price.
- (d) In the event that the Deposit is made in accordance with this clause 3(c), then on the Settlement Date, the Buyer shall pay to the Seller, in addition to all other monies payable under this Contract, the amount stipulated in the guarantee either by way of cash or unendorsed bank cheque.

3.2 Release of Deposit

The Buyer authorises the Deposit Holder to release the deposit to the party entitled upon:

- (a) Settlement; or
- (b) a written request sent under clause 3.3(e), (f) or (g).

3.3 Investment

- (a) The Seller and the Buyer authorise the Deposit Holder to invest the deposit in an interest bearing trust account held in the Deposit Holder's name. The Deposit Holder is under no obligation to make the investment and has the absolute discretion as to whether any investment is made.
- (b) The Buyer and the Seller agree that if the investment of the Deposit and:
 - (i) Settlement Date;
 - (ii) date of release of the deposit; or
 - (iii) date of termination of this Contract,

occur in different financial years, the Deposit Holder may be legally required to treat the interest earned on investment of the deposit as income to which no beneficiary is presently entitled for the purpose of

the ITAA. In that case, the Deposit Holder:

- (iv) is entitled to pay any tax incurred from the interest accrued;
- (v) will not be liable for acting in accordance with this clause;
- (vi) will not be liable to any tax payable that exceeds the interest available at that time; and
- (vii) may deduct its reasonable costs for preparing and lodging the tax return from the deposit before it pays the deposit to the person entitled to it and this clause is sufficient authority to the Deposit Holder to make that deduction.

- (c) The Buyer and the Seller agree that the interest earned on the deposit is payable to the Buyer, save as provided below.
- (d) The Deposit Holder will use reasonable steps but is not obliged to invest the Deposit. The Buyer and Seller must provide their tax file number.
- (e) On Settlement, or if the Seller becomes entitled earlier, the Seller will receive the deposit and the Buyer will receive the interest. This clause gives the Deposit Holder sufficient authority to make that payment to the Seller.
- (f) If Settlement does not occur through the Buyer's default, all interest accrued on the deposit will be paid to the Seller. This clause is sufficient authority to the Deposit Holder to make that payment.
- (g) If Settlement does not occur through the Seller's default, the deposit and all interest accrued on the deposit will be paid to the Buyer. This clause is sufficient

authority to the Deposit Holder to make that payment

4. GUARANTEE

4.1 Directors Guarantee

In the case where the Buyer is a company which is not listed on the Australian Stock Exchange, this Contract shall not be deemed to be final or binding upon the Seller (although binding upon the Buyer) and shall be voidable at the option of the Seller unless and until a guarantee in the form set out in the Fourth Schedule has been executed by all directors of the Buyer.

4.2 Trustees Guarantee

In the case where the Buyer is a trust, this Contract shall not be deemed to be final or binding upon the Seller (although binding upon the Buyer) and shall be voidable at the option of the Seller unless and until all principal beneficiaries of the trust have executed a guarantee in the form set out in the Fourth Schedule.

5. SETTLEMENT

5.1 Settlement Date

- (a) Settlement must not take place earlier than 14 days after the Seller gives advice to the Buyer that the Scheme has been established or changed.
- (b) If separate title to the Lot has not been registered at the time of this Contract, the Settlement Date is 14 days after the Seller notifies the Buyer that:
 - (i) the Subdivision Plan has been registered at the DNRM; and
 - (ii) the Scheme has been established.
- (c) If title to the Lot has been created at the date of this Contract and the Scheme has been established, the Settlement Date is the date specified in item J(b).

- (d) Subject to clause 5.1(e), if clause 5.1(b) is applicable and the Seller has not, by the Sunset Date given the Buyer:

- (i) notice contemplated by that clause in accordance with clause 5.1(a); and
- (ii) a registrable instrument of transfer for the Lot (subject to payment of the Purchase Price),
- (iii) either the Buyer or the Seller may terminate this Contract by written notice given under this clause. Upon that termination, the Buyer is entitled to a refund of the deposit and any interest accrued, less any deductions properly made.

- (e) Notwithstanding the provisions of clause 5.1(a), (b) and (d), the Seller may extend the Settlement Date and Sunset Date for anything that is beyond the control of the Seller provided the Seller must prior to Settlement or expiry of the Sunset Date give the Buyer written notice of the reason for such extension and nominate a new Settlement Date or Sunset Date being not greater than the latter of the estimated time to rectify the cause of delay and 60 days.

5.2 Settlement location and time

Settlement must be at the place and at the time during business hours nominated in writing by the Seller or its solicitors.

5.3 Obligations at Settlement

- (a) At Settlement the Buyer must:
 - (i) pay the balance of the Purchase Price (after taking into account of adjustments as required by clause 8 and the deposit) to the Seller (or as the Seller otherwise directs) on the Settlement Date by bank cheque or

another reasonable method directed by the Seller's or its solicitors;

- (ii) pay any other money owing under the Contract; and
- (iii) give the Seller a letter addressed to the Deposit Holder, if required, authorising the payment of the deposit to the Seller.

(b) In exchange for the items in clause 5.3(a), the Seller must give the Buyer:

- (i) a signed Transfer Document or such other evidence of transfer as required under the Act and the Certificate of Title if any;
- (ii) a release of any mortgage on the Lot which will be in registrable form;
- (iii) all keys, access devices and codes applicable to the Lot; and
- (iv) vacant possession of the Lot.

6. TRANSFER DOCUMENT

- (a) Within a reasonable time before the Settlement Date, the Buyer or the Buyer's solicitors must prepare the Transfer Documents and deliver them to the Seller's solicitors to allow the Seller to sign them.
- (b) The Seller may elect to prepare the Transfer Documents and the Buyer may not object if the Seller elects to do so. The Seller's solicitors will notify the Buyer or the Buyer's solicitors at least seven days prior to Settlement if the Seller has made that election.

7. ADJUSTMENTS

7.1 Liability for Outgoings

- (a) The Seller will pay all Outgoings up to and including the Settlement Date.
- (b) The Buyer will be responsible for any Outgoings after that date.

7.2 Apportionment

- (a) All Outgoings shall be the Seller's liability up to the date as provided in clause 7.1, and thereafter shall be the Buyer's liability.
- (b) If a separate assessment of Outgoings has issued then an apportionment shall be made on that basis.
- (c) If a separate assessment of Outgoings (excluding land tax) has not issued then an apportionment shall be made on the basis of the Seller's estimate (acting reasonably) of the outgoing or outgoings, in the case of rates, charges, levies and similar assessments on the number of days each party will be in possession for the assessment period usually applying to such rate, charge, levy or similar assessment, and,
- (d) in respect to land tax calculated on the sum paid or payable by the Seller and apportioned on the basis of the percentage the interest schedule lot entitlement for the said unit bears to the aggregate interest schedule lot entitlement of the total units in the scheme, as set out in the relevant Community Management Statement, to which the assessment or proposed assessment relates.

7.3 No separate clearance

If any relevant authority does not issue a clearance to the Buyer before Settlement for Outgoings over the Lot, the Buyer cannot refuse to settle or withhold any

part of the outstanding Purchase Price. The Buyer must accept the Seller's undertaking, which the Seller now gives, that the Seller will:

- (a) pay all Outgoings assessed on the Lot or the Parcel up to and including the date for which the Seller are liable for Outgoings under clause 7; and
- (b) pay land tax to the end of the financial year in which Settlement takes place.
- (c) Where a notice is issued to a buyer requiring a sum to be paid for clearance of land tax, such sum may be deducted and paid from the purchase price.

7.4 Insurance

The Buyer must pay a proportion of any amount the Seller pays for insurance under section 191 of the BCCM Act. The proportion will equal the proportion that the interest schedule lot entitlement of the Lot bears to the total interest schedule lot entitlement for all lots in the Scheme.

8. EASEMENTS

- (a) The Buyer acknowledges that at, prior to, or subsequent to the registration of the Subdivision Plan, the Seller may, in its reasonable opinion, grant or procure the grant of burden and/or benefit easements or other rights affecting the Parcel on the Scheme in favour of public authorities (including the Council) or adjoining land owners or owners of land adjoining or in the vicinity of the Parcel and for the purposes of access, services for the development or for other purpose specified in any Development Approval obtained in connection with the Development or for any other purpose decided by the Seller.
- (b) The Buyer will take title of the Lot, subject to this clause and shall not make any objection, requisition or

claim in respect of any such easement or similar rights.

9. LOT IDENTIFICATION

The Lot being purchased is as identified in the plans forming the First & Second schedule and Schedule H attached to the Disclosure Statement.

10. TITLE

Title to the Lot will be subject to:

- (a) the provisions of the Act;
- (b) the provisions of the BCCM Act and the easements for support, shelter and services that expressly or impliedly relate to the Lot;
- (c) all matters (except any mortgage) noted on the title particulars for the Lot or the Parcel or provided for in this Contract, which will or may be noted on the title for the Lot;
- (d) the CMS; and
- (e) any transfer, lease, easements or other right given to the council or any other relevant authority, or to the owner of any other part of the Parcel or adjoining land.

11. TRUSTEE

- (a) If the Buyer is a trustee (whether or not that is disclosed in this Contract) the Buyer is bound under this Contract both personally and in the Buyer's capacity as trustee.
- (b) The Buyer warrants to the Seller that:
 - (i) the Buyer is the sole trustee under the relevant trust;
 - (ii) the Buyer possesses unqualified power under the trust to enter into this Contract and to complete the purchase of the Lot; and

- (iii) any consent, approval or resolution necessary to enable the Buyer to enter into and discharge the Buyer's obligations under this Contract has been obtained or passed.

(c) The Buyer must not without the Seller's consent:

- (i) do anything to prejudice or diminish any right of indemnity that the Buyer has under the trust;
- (ii) allow the amendment, revocation, winding up or termination of the trust;
- (iii) resign or retire or do anything to allow the removal of the Buyer as the trustee of the trust;
- (iv) appoint a new or additional trustee of the trust; or
- (v) accelerate the vesting date of the trust.

12. CAVEAT BY THE BUYER

The Buyer must not lodge a caveat affecting the Parcel or any part of the Parcel except if this Contract is an instalment Contract under section 74 of the PLA.

13. TITLE WARRANTIES

- (a) The Buyer will not deliver any requisitions or enquires on title to the Seller.
- (b) Subject to warranties contained in clause 13(c), the Buyer accepts title to the Lot.
- (c) The Seller warrants that:
 - (i) at Settlement, the Seller will be the owner of the Lot;
 - (ii) at Settlement, the Lot will be free from all encumbrances and adverse interest except

any disclosed or provided for in this Contract;

- (iii) except as the Seller has disclosed or provided for in this Contract, the Seller is not aware of any latent defect in the Lot or any actual or proposed resumption or road alignment affecting the Lot; and

- (iv) except as the Seller has disclosed or provided for in this Contract or by law, the Seller is not aware of any prohibition or restriction on the use or enjoyment of the Lot, any encroachment or claim affecting the Parcel or the Lot recoverable from the Buyer, or of any circumstances that might give rise to any such thing.

14. ACCEPTANCE BY THE BUYER

Subject to Chapter 5 of the BCCM Act, the Buyer acknowledges that the Buyer is not materially prejudiced by, and may not make any objection or requisition or claim compensation or damages or delay Settlement arising from:

- (a) any defect, shrinkage or fault in the Lot, whether due to defective materials, workmanship or any other cause;
- (b) any variation to the Lot (including subdividing or amalgamating any lots on the development excluding the Lot or any change to the location of any walls or hallways of the development) which are made because of a requirement or direction of the Council or any other relevant authority or because of the practical necessities of construction including requirements of good building practice or the availability of materials;
- (c) minor variations in location, dimensions or area of the Lot as shown in the Subdivision Plan compared with the Subdivision

- | | |
|---|--|
| <p>Plan as ultimately registered. For the purpose of this clause, the parties agree that a variation in the area of 5% or less is a minor variation;</p> <p>(d) the Lot or any other Lot or floor being allotted a different number in the Subdivision Plan to that which is shown in this Contract;</p> <p>(e) any service to the Lot or the Parcel being either a joint service or a service passing through or over the Lot, the Parcel or any part of the Parcel;</p> <p>(f) whether any boundary of the Lot or the Parcel is fenced or not or whether any fence is not on the boundary of the Lot.</p> <p>(g) any encroachment of the Lot or the Parcel by improvements on adjoining land or vice versa;</p> <p>(h) any variation to the plans or specifications of the Lot which becomes necessary because of anything beyond the Seller's control;</p> <p>(i) any change to the material disclosed in the Disclosure Statement;</p> <p>(j) the creation of agreements or agreement on terms that are different to those disclosed in the Contract or Disclosure Statement;</p> <p>(k) occupation authorities, exclusive use areas or special privileges that are granted over parts of the common property of the Scheme;</p> <p>(l) any notice, order, requisition, or requirement issued by the Council relating to the Lot;</p> <p>(m) the name "The Gawthorn Terraces" not forming part of the Scheme;</p> <p>(n) the Regulation Module applicable to the Scheme changing prior to the recording of the first CMS;</p> | <p>(o) any change in the number of lots (including without limitation the increase or decrease in number of lots in the development) in the Scheme or the size, location, contribution schedule Lot entitlement or interest schedule Lot entitlement of any Lot in the Scheme (including the Lot), or the common property or any amalgamation of lots provided the anticipated contributions do not vary substantially;</p> <p>(p) any change in the number of levels, both above and below ground;</p> <p>(q) any resumption, road widening or provision of infrastructure of any kind on or about the Parcel (provided that the size and features of the Lot are not changed in any material way);</p> <p>(r) any proposal to add additional land or facilities to the Scheme (whether as a Lot or common property);</p> <p>(s) any transfer of any land out of the Scheme (whether a Lot or part of the common property);</p> <p>(t) any easement, covenant or other right required by law to be given to any relevant authority or the owner of any neighbouring land or any other Buyer of a Lot in the development;</p> <p>(u) any passage through the Parcel, Lot or any adjoining property, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, or the overhang of eaves or drains or gutters of any other Lot, or any easements or other rights for those purposes;</p> <p>(v) the proposed by-laws set out in the CMS in the Disclosure Statement changing including, without limitation, granting rights of exclusive use or special privilege over an area of the common</p> |
|---|--|

property of the Scheme to a Lot in the Scheme for any purposes;

- (w) the committee of the Body Corporate holding meetings to attend to unrestricted issues for the committee, including providing consent to a new CMS for the Scheme;

- (x) the Body Corporate:

- (i) approving improvements on common property for the benefit of the Lot or another Lot and imposes conditions on the relevant owner of the benefited Lot to be responsible for the maintenance, repair and running costs of the improvements on the common property;

- (ii) granting or accepting easements over part of for the benefit of the common property of the Scheme;

- (iii) granting a lease or licence to any person over any part of the common property or any property for any purpose;

- (iv) consenting to a new CMS to amalgamate or subdivide lots in the development;

- (y) any services or facilities proposed to be located on the common property of the Scheme not being constructed or completed by the Settlement Date;

- (z) the Seller being a trustee of a trust which is not disclosed on the title to the Lot or in the particulars of sale in the Contract; or

- (aa) any other variation made by the Seller which does not materially disadvantage the Buyer.

15. THE BUYER'S RIGHT TO TERMINATE

- (a) If at the date of registration of the Subdivision Plan:

- (i) the proposed use of the Lot is not lawful under the relevant town planning Scheme;

- (ii) any competent authority has issued a current notice to treat or notice of intention to resume regarding any part of the Lot;

and the circumstances under or by which that will occur are not disclosed in this Contract, the Buyer may terminate this Contract by notice to the Seller given 5 Business Days before the Settlement Date.

- (b) If the Buyer does not give notice under clause 15(a), the Buyer will be treated as having accepted the Lot subject to all of the matters referred to in that clause.

16. MISTAKE

If this Contract contains a mistake in the description of the Parcel or the Lot or any other error appears in the particulars of sale, that mistake will not annul the sale but, unless the Buyer's remedies are limited or excluded by this Contract, the Buyer may be given compensation as the case requires.

17. RISK

- (a) The Lot is at the Seller's risk until the Settlement Date.

- (b) The Seller is not obliged to insure the Lot and section 63 of the PLA does not apply.

- (c) The Lot is at the risk of the Buyer from the Settlement Date.

18. TIME

- (a) Time is of essence of this Contract.

- (b) If the Buyer does not do anything which is required to be done under this Contract by the required time, the Seller will be entitled to exercise the rights given to the Seller under clause 21.

19. DEFAULT

- (a) If the Buyer has breached any term of this Contract the Seller may:
 - (i) Affirm the Contract;
 - (ii) terminate this Contract, keep the deposit and sue the Buyer for damages;
 - (iii) sue the Buyer for damages and specific performance;
 - (iv) exercise any other legal right the Seller has because the Buyer has breached this contact; or
 - (v) resume possession of the Lot.
- (b) If the Seller has breached any term of this Contract the Buyer may:
 - (i) Affirm the Contract;
 - (ii) terminate the Contract, have the deposit refunded and sue the Seller for damages;
 - (iii) sue the Seller for damages and specific performance;
 - (iv) exercise any other legal right the Buyer has because the Seller has breached this contact.
- (c) If the Seller terminates this Contract pursuant to clause 19(a), then without notice to the Buyer, the Seller may resell the Lot as the Seller thinks fit. If the Seller resells the Lot then:
 - (i) the Seller may vary or cancel any Contract of sale and buy at any auction; and
 - (ii) the Buyer must pay the deficiency in price on resale and expenses of:
 - (A) repossessing the Lot;

- (B) the terminated sale to the Buyer including all commissions paid by the Seller to the Buyer's agent;
- (C) the resale including the preparation of new Contract and Disclosure Statement;
- (D) the Seller's attempts to resell; and
- (E) the rates, land tax and other Outgoings that would have been payable by the Buyer if this Contract had been settled.

- (d) The Buyer must indemnify the Seller against any loss that the Seller incurs as a result of the Buyer's breach of this Contract.

20. INTEREST ON LATE PAYMENTS

- (a) The Buyer must pay the Seller interest if:
 - (i) the Buyer does not pay an amount under this Contract when it is due; or
 - (ii) the Seller agrees to give the Buyer an extension of the Settlement Date.
- (b) Interest under clause 20(a) is payable at the "standard contract default rate" published by the Queensland Law Society from time to time, simple interest. The interest:
 - (i) becomes payable from the day after the due date or the original Settlement Date to the day the payment is made; and
 - (ii) must be paid at the same time as the amount on which it is calculated.

21. SELLER'S RIGHT TO TERMINATE

- (a) The Seller may terminate this Contract by written notice to the Buyer if a relevant authority:
 - (i) does not grant to the Seller a permit, approval or certificate necessary to complete any part of the Development;
 - (ii) revokes or amends any permit, approval or certificate necessary to complete any part of the Development (even if that amendment is at our request);
 - (iii) refuses to seal the Subdivision Plan;
 - (iv) imposes conditions on the grant of any permit, approval or certificate or sealing of the Subdivision Plan with which the Seller is unable or unwilling to comply.
- (b) The Seller may also terminate this Contract if the Buyer is a company and any of the Buyer's directors or shareholders refuses or fail to sign and deliver to the Seller the guarantee in Fourth Schedule. The Seller must give the Buyer 7 days notice before terminating under this clause 21.
- (c) The Seller may also elect not to proceed with the development and terminate this Contract if within 6 months of the Contract Date the Seller, reasonably determines:
 - (i) that there have been insufficient pre-sales to satisfy any financier's requirements; or
 - (ii) that financing for the project is unavailable on reasonable terms,

In any of these events, the Seller may terminate this Contract by written notice to the Buyer.

- (d) If the Seller terminates this Contract under this clause the Seller will direct the Deposit Holder to refund the deposit paid by the Buyer, together with interest accrued on investment of that deposit (if any).

22. SALES OF LOTS GENERALLY

The Buyer will not object to the marketing approach the Seller adopts to sell other lots in the Scheme, including:

- (a) erection and placement of signs on the Parcel;
- (b) the utilisation of a display unit within the Scheme;
- (c) the utilisation of the common property of the Scheme; and
- (d) uninterrupted access to the Parcel between 9.00am and 5.00pm every day,
- (e) provided that the Seller does not cause unreasonable interference to the Buyer's rights of use of the Lot.

23. SELLER RIGHT TO MORTGAGE

- (a) The Buyer acknowledges that:
 - (i) in the course of the development of the Lot and the Parcel, the Seller or an associated corporation have borrowed or may need to borrow money; and
 - (ii) section 73 of the PLA provides that in certain circumstances this Contract is voidable by the Buyer if any part of the Parcel or the Lot is mortgaged without the Buyer's consent.
- (b) The Buyer consents to the Seller, either before or at any time after the date of this Contract:
 - (i) giving a mortgage, charge or encumbrance over any part of the Parcel or the Lot to

secure any existing or new borrowing or

- (ii) permitting any existing mortgage, charge or encumbrance to become collateral security for any of our (or any associated corporations) present or future obligations.
- (c) This clause does not mean that the Seller will necessarily grant any mortgage, charge or encumbrance, however if the Seller does, the Seller must provide a release of any such mortgage, charge or encumbrance over the Lot to the Buyer at Settlement.

24. FIRB

24.1 Foreign Persons

If the Buyer is a Foreign Person, the Buyer must have indicated this in Item D of the particulars of sale in this Contract, in which event, clause 24.2 will apply.

24.2 Subject to FIRB Approval

- (a) This Contract is conditional upon the Buyer obtaining written approval from FIRB to the Buyer's purchase of the Lot within 60 days from the date of this Contract, failing which this Contract will be at end, the deposit refunded to the Buyer and neither party will have any claim against the other party (apart from any rights either of the parties will have against the other as a result of any breach of this Contract).
- (b) The Buyer must:
 - (i) make application for approval as soon as possible, and no later than 5 Business Days from the date of this Contract,
 - (ii) use the Buyer's best endeavours to obtain approval;

- (iii) provide our solicitors with a copy of the Buyer's FIRB application at the same time it is made;
- (iv) provide our solicitors with copies of any additional correspondence sent to FIRB, or received from FIRB in respect of the application;
- (v) immediately inform our solicitor of the outcome of the Buyer's application;
- (vi) take all steps to ensure that the approval does not lapse.

25. NOTICES

- (a) A notice under this Contract must be written and will be effective if given by the Seller's solicitors or the Buyer's solicitors.
- (b) Notices must be faxed, emailed, posted or delivered to the address of the receiving party.
- (c) A notice is taken to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if sent by prepaid post, 2 Business Days after the date of posting;
 - (iii) if sent by facsimile, when the sender's facsimile system generated a message confirming successful transmission of the total number of pages of the notice unless, within 1 Business Day after that transmission, the recipient informs the sender that it has not received the entire notice; or
 - (iv) if sent by email, on that day and time indicated in the sender's computer, provided that the sender does not receive a message indicating that the email was not received.

- (d) The parties' addresses and facsimile numbers are those set out in the particulars of sale unless otherwise notified to the other party or their solicitor.

26. COSTS AND TRANSFER DUTY

- (a) The Seller and the Buyer will each pay their own legal and other costs relating to this transaction.
- (b) The Buyer must pay all Transfer Duty relating to the transaction. If the Buyer does not pay the Transfer Duty, and the Seller is required to pay by the Office of State Revenue, the Seller may pay it and recover it from the Buyer.
- (c) If the Buyer requests the Seller to, and pays to the Seller all costs of doing so, the Seller will produce the Transfer Document to the Office of State Revenue, Brisbane for stamping. If the Buyer has solicitors acting on the Buyer's behalf, the Seller agrees to direct its solicitors to send the signed Transfer Document to the Buyer, provided that the Buyer's solicitors have first provided an undertaking to deal with those documents for Transfer Duty purposes only, in terms acceptable to the Seller's solicitors.

27. NO MERGER

If any term of this Contract remains unfulfilled after Settlement, it shall remain in full force and effect so far as it is capable of doing to and either the Buyer or the Seller, as the case requires, must perform it after Settlement.

28. ENTIRE AGREEMENT

- (a) This Contract contains all the terms of the agreement between the Buyer and the Seller. It cancels all prior arrangements, understandings and negotiations that have taken place between the Buyer and the Seller in connection with it.
- (b) The Buyer acknowledges that:

- (i) the Buyer has entered into this Contract after satisfactory inspection and/or investigation (to the extent possible) of the Lot and the Parcel;
- (ii) the Buyer has not relied on any representations made by the Seller, or any other person acting or purporting to act on its behalf; and
- (iii) neither the Seller nor any person purporting to act on its behalf has made any representations or warranties regarding any of the subject matter of this Contract except as set out in this Contract.

29. GOVERNING LAW

The laws of Queensland govern this Contract. If there is any dispute or disagreement, both the Buyer and the Seller agree that it must be resolved under Queensland law and, where necessary, by Queensland courts and all courts having appellate jurisdiction from those courts.

30. ALTERATIONS TO CONTRACT

Amendments to this Contract must be made in writing and be signed by or on behalf of the Buyer or the Seller or by the Buyer's solicitors or the Seller's solicitors. If a solicitor signed a document, it is deemed to have been made with the authority of the person for whom that solicitor represents and will bind that person.

31. WAIVER

- (a) If either the Buyer or the Seller fail to or agree not to:
 - (i) insist on the performance of any of the terms of this Contract; or
 - (ii) exercise any right given under the Contract,
 - (iii) that will not be construed as a waiver or the performance of

a term or exercise of a right in the future.

- (b) Any agreement under clause 31(a) must be in writing.

32. OTHER STATEMENTS

The Buyer acknowledges that before entering into this Contract the Seller or its agent gave to the Buyer a signed statement entitled "Disclosure Statement" complying in all respects with the requirements of the BCCM Act and that this statement forms part of this Contract.

33. GOODS AND SERVICES TAX

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

- (a) The Buyer agrees with the Seller that where an amount of GST will be made in accordance with the "margin scheme"; and.
- (b) The words "margin scheme" for the purposes of this Contract have the meanings contained in the GST Act.
- (c) If the Treasury Laws Amendment (2018 MeasuresNo1) Bill or similar legislation (the legislation) with the objective of requiring the Buyer to retain and pay GST on settlement has been passed and proclaimed as law and settlement occurs post 1 July 2018 or such other date as may be provided in the legislation then:
 - (i) as an adjustment the Seller irrevocably directs the Buyer to draw a bank cheque for the GST calculated at the rate provided in the legislation in favour of the Deputy Commissioner of Taxation;
 - (ii) the Buyer irrevocably appoints the Seller its agent for the purposes of payment of GST and must deliver the bank cheque in paragraph (c)

to the Seller's Solicitor (or if there is no Seller's Solicitor, the Seller) at settlement; and

- (iii) the Seller must pay the GST amount to the Deputy Commissioner of Taxation and give the Buyer evidence that it has done so within 2 Business Days of settlement occurring.

34. EXCLUSIVE USE

- (a) The Buyer agrees that the Seller may vary or reallocate any exclusive use allocations, excluding the Buyer's exclusive use allocation referred to in Item F of the Particulars of Sale for up to 12 months after the establishment of the Scheme.
- (b) The Seller undertakes to have the Buyer's exclusive use allocations referred to in Item F of the Particulars of Sale recorded from the date of the CMS is first recorded.
- (c) The Buyer will not object or delay Settlement for any reason outlines in this clause.

35. PRIVACY ACT 1988 (Cth)

- (a) The Buyer acknowledges that the Seller may collect information regarding the Buyer's name and address that may be deemed to be 'personal information' under the Privacy Act 1988 (Cth).
- (b) The Seller may need to disclose this information to third parties for the purpose of the document and provision of service to the Buyer related to the Scheme.
- (c) The Buyer consents to the use and disclosure of the personal information as outlined in clause 35(b) including, without limitation, the disclosure of personal information:

- (i) to any service provider that will, or may, provide services to the Scheme;
- (ii) to, or by the Seller's financier (or their authorised representatives);
- (iii) to, or by the Seller's solicitor (or authorised representative); and
- (iv) to any proposed acquirer of the Seller's contractual rights.

36. POWER OF ATTORNEY

36.1 Appointment

The Buyer appoints the Seller (including each director, secretary and attorney jointly and severally) as the Buyer's attorney for the purpose stated in this clause (and for no other purpose).

The power of attorney in this clause is for the following purposes:

- (i) Attend and vote (or do either) in the Buyer's name at all or any meetings of the Body Corporate or of the Committee of the Body Corporate; or
- (ii) Complete, sign and lodge any voting paper (or any other document including a proxy appointment form, corporate owner nominee notification form or owner's representative notification form and any notice under the Regulation Module to allow the Attorney to vote in the Buyer's name at all or any meetings of the Body Corporate or of the committee of the Body Corporate in respect of any motion or resolution for or relating to any one or more of the following:
 - (A) Consent to any new community management statement to be recorded to facilitate the development identified in the CMS, which development necessitates

the lodgement of new community management statements to reflect the matters identified in the CMS or to more effectively regulate the development;

- (B) Consent to any new community statement to record a by-law required to rectify an inaccuracy, defect, error or omission in any by-law contained in Schedule C of the CMS, or to procure the grant of exclusive use or special privilege by-laws by the Body Corporate to enable the Seller to effectively market and undertake the development;
 - (C) Consent to any new community management statement to record allocations under any exclusive use by-laws contained in Schedule C of the CMS or to record any deletion of any exclusive use by-law or any additional or replacement exclusive by-law to facilitate the identification and/or allocation of exclusive use areas in the Scheme;
 - (D) Consent to the recording of a new community management statement to include by-laws, the details of which by-laws inclusion was disclosed to the Buyer before this Contract was entered into;
 - (E) Consent to any new community management statement to record allocations under any additional or replacement exclusive use by-laws referred to above;
- Consent to any new community management statement to record a by-law required to rectify an

	inaccuracy, defect, error or omission in any by-law contained in Schedule C of the CMS;	(O)	Authorise the owner of a Lot (including the Seller) to make an improvement under section 174 of the Regulation Module;
(G)	Consent to any arrangements required for maintenance by the Body Corporate;	(P)	Authorise the owner of a Lot (including the Seller) to make an improvement under section 164 of the Regulation Module;
(H)	Consent to affix the seal of the Body Corporate of the Scheme to a Form 14 General Request to record any new community management statement in the DNRM;	(Q)	To exercise, authorise, ratify or give effect to any right under this Contract;
(I)	Approve the engagement of a person as a body corporate manager or service contractor if details of the engagement or authorisation were disclosed to the Buyer before this Contract was entered into;	(R)	Authorise any proposal by the Body Corporate to take action or steps permitted under sections 162, 163, 164, 167, 169 and 170 of the Regulation Module including the Body Corporate entering into and affixing its seal to an easement or license with neighbouring property owners;
(J)	Give an occupation authority to a service contractor under the Regulation Module;	(S)	The issue of a continuing contravention notice under section 182(2) of the BCCM Act or the issue of a future contravention notice under section 183(2) of the BCCM Act;
(K)	Approve the keeping of a pet within the development accordance with the CMS;	(T)	The issue of a notice under sections 203(1) or (2) of the BCCM Act;
(L)	Approve the engagement of a person (including as a service contractor) on commercial terms that are for the benefit of the Body Corporate (as determined by the Seller);	(U)	An application to be made for an order of an adjudicator under section 238(1) of the BCCM Act;
(M)	Consent to the assignment of an agreement entered into between the Body Corporate and a service contractor with or without a transfer fee being imposed under the Regulation Module;	(V)	An appeal to be lodged under sections 289(2) or 304 of the BCCM Act;
(N)	A proposal that there shall be no prohibition or restriction on the use of proxies by the Seller;	(W)	The commencement of a proceeding under section 312(1) of the BCCM Act;
		(X)	The adoption of administrative and sinking fund budgets for the Body Corporate;

- | | |
|--|--|
| <p>(Y) Any proposal involving spending above the limit for Body Corporate Committee spending;</p> <p>(Z) Obtain authority/necessary consents from the Body Corporate to enable the Seller to fix any building defects;</p> <p>(AA) Prevent the Body Corporate from interfering with any building work the Seller need to undertake after registration of the plan to complete the development;</p> <p>(BB) To procure the Body Corporate to authorise or ratify a transfer, lease, easement (or release or variation of), licence, or other dealing involving the common property;</p> <p>(CC) The convening of a general meeting of the Body Corporate or a Body Corporate committee meeting to consider any one or more of the matters referred to above;</p> <p>(DD) Affixing the seal of the Body Corporate to any document to facilitate one or more of the matters referred to above; and</p> <p>(EE) Sign the resale deed contained in the Disclosure Statement.</p> <p>(b) Complete, sign and lodge any written consent pursuant to the BCCM Act or the Regulation Module as may be required to facilitate and perfect the passing of any exclusive use allocations contained in Schedule E of the CMS or any additional or replacement exclusive use by-laws for the identification and/or allocation of exclusive areas in the Scheme consequent upon the Scheme land being progressively developed.</p> | <p>(c) Appoint a representative, proxy or company nominee so that the Seller may exercise the Buyer's vote at a meeting of the Body Corporate for any of the above purposes.</p> <p>36.2 Duration of power of attorney</p> <p>The Power of Attorney contained in this clause commences upon Settlement and expires the earlier of:</p> <p>(a) where the Lot is created, 12 months from the date of Settlement or where the Lot is not created, 12 months from the establishment of the Scheme;</p> <p>(b) as provided by the BCCM Act from time to time; or</p> <p>(c) the date the Seller gives written notice to the Body Corporate of its resignation as attorney.</p> <p>36.3 Delivery of signed power of attorney</p> <p>If requested by the Seller, the Buyer must deliver to the Seller a duly executed and completed power of attorney in registrable form on the same terms as outlined in this clause.</p> <p>36.4 Exclusion</p> <p>In so far as it is lawful, the Seller's rights as Attorney can be exercised to the Buyer's exclusion.</p> <p>36.5 New power of attorney</p> <p>While the power of attorney remains in force, the Buyer must not transfer the Lot (or any share in the Lot) except to a person who have first signed a power of attorney on the same terms as that given pursuant to this clause. If the Buyer does not comply within this provision, the Buyer indemnifies the Seller against all loss and damage incurred by the Seller as a result.</p> <p>37. FIRST MEETING</p> <p>(a) Upon recording of the first CMS the Seller may cause the Body</p> |
|--|--|

Corporate to do any or all of the following:

- (i) Hold its first general meeting and appoint a chairperson, secretary and treasurer at that meeting;
- (ii) Engage a body corporate manager for the Scheme and enter into an agreement with any person on terms the same as or similar to the propose administration agreement in the Disclosure Statement;
- (iii) Engage a service contractor on terms the same as or similar to the proposed agreement in the Disclosure Statement or any other agreement that the Seller consider necessary;
- (iv) Enter into an agreement with a supplier or manager of utility services to the Scheme or Body Corporate;
- (v) Enter into an agreement with any person to administer the operation of any services for the development;
- (vi) Enter into an agreement to hire purchase and/or lease (or any similar type of arrangements) assets of the Body Corporate;
- (vii) Enter into an agreement with the Seller relating to access and maintenance of common area during construction;
- (viii) Do anything else that the Seller is permitted to cause the Body Corporate to do under the Contract; and
- (ix) Ratify the Bushfire Management Plan as contained in Schedule 5.

- (b) To remove any doubt, the Seller is not obliged to do any of the things in clause 37(a), and if the Seller does not, the Buyer cannot make any objection.

38. ELECTRONIC TRANSACTIONS (QUEENSLAND) ACT 2001 QLD

- (a) The Buyer and the Seller acknowledge that the Buyer's solicitors and the Seller's solicitors may communicate using electronic communication. To the extent allowable, by signing this Contract the Buyer confirm the Buyer's instructions to the Buyer's solicitor (if any) is to communicate with the Seller's solicitors electronically.
- (b) The Buyer and the Seller acknowledge that Chapter 2 Parts 2 and 3 of the Electronic Transactions (Queensland) Act 2001 (Qld) apply to this transaction.
- (c) The Buyer and the Seller consent to communicating electronically.

39. COMPLIANCE WITH STATUTES

- (a) The parties acknowledge that the Statutes impose obligations on the Seller and Seller's agents in relation to the sale of lots.
- (b) The Buyer agrees that if it becomes apparent that the provisions of the Statutes have not been complied with, entitling the Buyer to terminate the Contract, the Seller also has the right to terminate this Contract pursuant to this clause.
- (c) If either the Seller or the Buyer terminates the Contract pursuant to clause 39(b), the Buyer is entitled to a refund of the deposit and any interest accrued, less any deductions properly made.

40. ASSIGNMENT

- (a) The Buyer acknowledges that the Seller may assign or novate all of its interest in this Contract to

another entity, and the Buyer will continue to remain liable under the terms of this Contract as if that new entity was a party to this Contract.

- (b) Within 30 days of written notice of the Seller's intended assignment, the Buyer will sign such document as the Seller may reasonably require evidencing such assignment.
- (c) The Buyer may on-sell the Lot to another entity but the Buyer cannot assign the Buyer's obligations under this Contract.
- (d) The Seller may without the Buyer's consent, assign the Seller's interest or part of the Seller's interest in the Contract and the land or the relevant Parcel to an assignee who signs a written agreement in the Buyer's favour to be bound by the Contract in the Seller's place, and if the Seller assigns all of its interest, the Seller will then be released from any further obligations under the Contract.
- (e) The Buyer agrees in favour of the assignee to observe the Contract as if the assignee was the party originally name in this Contract as the Seller and the Buyer must do anything that the Seller or the assignee reasonably require to secure the assignee's rights under this Contract including:
 - (i) signing any deed of covenant which the Seller considers necessary;
 - (ii) giving notice to the Deposit Holder that the deposit is held for the benefit of the assignee;
 - (iii) if the deposit is secure with a bank guarantee then within 7 days of a notice from the Seller or the assignee, replace the bank guarantee with another bank guarantee, as the case may be, on terms

acceptable to the assignee; and

- (iv) signing a new power of attorney or proxy form in favour of the assignee.
- (f) The Buyer must not sell or otherwise assign any of the Buyer's rights under the Contract before Settlement without first obtaining consent, which the Seller may give or withhold in its absolute discretion. The Seller may impose any conditions the Seller considers necessary if the Seller decides to grant that consent. Unless the Seller agree otherwise, one of those conditions is that the Buyer, transferee or assignee must first covenant in the Seller's favour to observe all of the provisions of this Contract, including this clause 40(f), and to obtain a covenant in the Seller's favour and in favour of any assignee of ours in the same terms (including as to obtaining such a covenant from the Buyer, transferee or assignee) from any subsequent Buyer, transferee or assignee. This clause does not restrict the Buyer from on-selling the Lot under a separate Contract of sale.
- (g) If the Seller is acting as a trustee under the Contract the Seller may retire as trustee of the trust provided a new trustee is appointed and signed a written agreement in the Buyer's favour to be bound by the Contract as the new trustee of the trust.

41. DEVELOPMENT IN STAGES

- (a) The Buyer acknowledges the Lot forms part of the Development and:
 - (i) the Seller may create additional lots and stages over a number of years and may not complete a particular stage of the Development in the manner disclosed to the

Buyer or in the manner shown on any master plan;

- (ii) the amenities depicted in any marketing material provided to the Buyer by the Seller may not be provided in the stage of the Development in which it is shown or at all; and
- (iii) the Seller or its contractors will (until such time as the Development is completed) access the Development area for construction purposes.

(b) In relation to the matters or circumstances set out in this clause 41:

- (i) the Buyer must not object or make any objection or requisition;
- (ii) the Buyer must not delay completion, refuse to complete or make any claim against the Seller; and
- (iii) to the maximum extent permitted by law, the Buyer releases the Seller from all liability to the Buyer.

42. CONSUMER LAW ACKNOWLEDGEMENTS

(a) The Buyer acknowledges and agrees that:

- (i) the Buyer has, before signing this Contract, read this Contract and the Disclosure Statement or has been given an opportunity to do so and took or was given an opportunity to take legal advice and any other advice the Buyer considered appropriate about this Contract and the content of the Disclosure Statement;
- (ii) the Buyer, before signing this Contract, was given an effective opportunity by the Seller or the Seller's agents to negotiate the terms of this

Contract, including an opportunity to reject its terms, and that, accordingly, in making this Contract, the Buyer has either negotiated those terms or chosen not to negotiate those terms.

(b) The Buyer acknowledges and agrees that the Contract terms are reasonable and balanced as between the rights and obligations of the Buyer and the Seller and that the Contract terms are reasonably necessary and required to protect the legitimate interest of the Seller given the nature of the Property sold (it being sold "off the plan"), particularly terms that:

- (i) permit variations to the Lot or Development;
- (ii) permit termination and dealings with the Deposit and interest on termination;
- (iii) limit the right of the Buyer to object to, or refrain from providing consent for, the completion of the Development;
- (iv) provide a right of the Deposit Holder to invest the Deposit on terms and at an interest rate determined by the Deposit Holder in its total discretion;
- (v) allow the Seller to terminate the Contract if the Development does not proceed; and
- (vi) limit reliance on any representations outside the Contract.

(c) The Buyer acknowledges and agrees that the Contract terms are reasonable and balanced bearing in mind that:

- (i) the Lot forms part of an off the plan development.

- (ii) because of the nature of the development, the Seller has incorporated terms and conditions that are essential to ensuring that the Development will be able to progress and that seek to strike a fair balance in respect of the respective rights and obligations of both the Buyer and Seller.
- (iii) The Buyer has a 5 business day cooling off period under the Property Occupations Act 2014 (Qld) (unless waived).
- (iv) The Buyer has the benefit of further consumer protection legislation contained in the Land Sales Act which, if not strictly observed by the Seller, may give the Buyer rights to terminate.
- (v) While it has obtained approvals and expects to complete the Development substantially in accordance with those approvals, the Seller is still required to obtain further approvals of Government Agencies over which it has no control.
- (vi) The Seller must also outlay a substantial amount of capital to construct the Development and requires finance to do this. Construction finance will likely be subject to securing unconditional commitment from a set number of buyers including the Buyer.
- (vii) Accordingly, the Seller cannot commit unconditionally to the Contract until the Seller secures sufficient pre-sales and final approvals.

43. DEVELOPMENT APPROVAL CONDITIONS

- (a) The Buyer acknowledges and agrees that the Seller or the Seller's agent has disclosed the existence of the Development

Approval having Application Reference PN170101/01/DA3 which sets out extensive conditions, requirements, rules and regulations in relation to completion of the Development, building improvements on the Lot and future use of the Lot, including, without limitation, the following conditions:

Noise Management

- (i) When requested by Council, monitoring must be undertaken to investigate any complaint of environmental nuisance caused by noise.
- (ii) If required an approved noise management plan must be complied with and kept on-site at all times.

Dust Management

- (iii) When requested by Council, monitoring must be undertaken to investigate any complaint of environmental nuisance caused by dust.
- (iv) If required an approved dust management plan must be complied with and kept on-site at all times.

Restricted paint colours

- (v) Buildings and structures must not be painted in highly reflective, bright or obtrusive colours.

Location of equipment and ventilation/refrigeration units

- (vi) All service equipment, mechanical ventilation and refrigeration units associated with the use of the premises must be installed, located and screened to the satisfaction of the Council so as not to cause nuisance or disturbance to persons outside the curtilage of the premises.

No nuisance from lighting

- (vii) All lighting devices must be positioned on the premises and shielded to the satisfaction of the Council so as not to cause glare or other nuisance to surrounding residents and motorists.

Roof to be non-reflective

- (viii) The roof must be constructed with non-reflective finishes so as not to cause glare or other nuisance to surrounding residents, to the satisfaction of the Council.

Off street car parking facilities

- (ix) Off-street facilities for car parking must only be used for vehicle parking.
- (b) The above is not a replacement or substitute for the Buyer reading the full Development Approval. The full conditions of the Approval are able to be inspected at the offices of Gold Coast City Council.
- (c) The Buyer acknowledges and agrees that:
 - (i) the Development Approval may contain conditions that affect the construction of a dwelling and other landscaping on the Property or the Buyer's future use of the Property; and
 - (ii) it has read the Development Approval and further acknowledges that it is bound by the Approval; and
 - (iii) any condition of the Development Approval (including any condition not extracted above) where the timing for the condition is prior to

'commencement of use' or 'at all times' or 'at all times whilst works are occurring/ prior to or during construction of works' (or similar) will be the responsibility of the Buyer to satisfy if they are not already satisfied prior to Settlement.

44. ACKNOWLEDGMENT

- (a) This Contract includes the following:
 - (i) First Schedule – Floor Plan.
 - (ii) Second Schedule – Site Plan.
 - (iii) Third Schedule – Finishes Summary.
 - (iv) Fourth Schedule – Guarantee and Indemnity.
 - (v) Fifth Schedule – Bushfire Management Plan.
- (b) The Buyer acknowledges, prior to execution of this Contract, receipt of Section 213 Body Corporate & Community Management Act 1997 (Qld) Disclosure Statement including:
 - (A) Draft CMS;
 - (B) Lot Entitlements;
 - (C) By-Laws;
 - (F1) Administration Agreement;
 - (F2) Maintenance and Access Agreement;
 - (G) Budget;
 - (H) Lot Identification Plans; and

Power of Attorney Disclosure.

FIRST SCHEDULE

Floor Plan

0 5m
SCALE 1:100



Paul Ziukelis. architects

Phone 55701 388 | Fax 55701 399 | Email admin@pza.com.au | PO Box 9208, Gold Coast MC Qld 9718

GENERAL NOTES

ALL DIMENSIONS TO BE VERIFIED ON SITE PRIOR TO FABRICATION OR CONSTRUCTION. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES ON DRAWINGS. ABBREVIATIONS ARE A GUIDE ONLY - REFER TO FINISHES SCHEDULE FOR FULL MATERIALS LISTING.

FOR CONCRETE FOOTINGS, SLAB, STRUCTURAL STEEL, WALL AND ROOF FRAMING DETAILS REFER TO STRUCTURAL ENGINEER'S DOCUMENTS.

FOR LANDSCAPE, REFER TO LANDSCAPE CONSULTANT'S DOCUMENTS.

FOR HYDRAULICAL WORKS, REFER TO HYDRAULICAL ENGINEER'S DOCUMENTS.

FOR ELECTRICAL WORKS, REFER TO ELECTRICAL ENGINEER'S DOCUMENTS.

FOR LIGHTING WORKS, REFER TO LIGHTING CONSULTANT'S DOCUMENTS.

FOR SPECIALIST AV WORKS, REFER TO SPECIALIST AV CONSULTANT'S DOCS.

ALL GLAZING - VIRIDIAN COMFORTPLUS NEUTRAL 59 UNLESS STATED OTHERWISE.

ISSUE DATE FOR

A 02.11.17 PRELIMINARY ISSUE - INFO ONLY

B 27.02.18 PRELIMINARY ISSUE - INFO ONLY

C 13.03.18 ISSUE FOR BA

D 12.04.18 CONTRACT ISSUE

ABBREVIATIONS

FLOOR PLANS LEGEND

AC	AIR CONDITIONER UNIT
BSN	BASIN AND CABINET UNDER
BBQ	BARBECUE WITH SS CUPBOARD
BTU	BATH TUB
BG	POWDERCOAT BOX GUTTER
CC	CLOTHES CHUTE
COL	COLUMN TO ENGINEER DETAIL
CUPD	CUPBOARD
CV	CEILING VENT (MECHANICAL)
DW	DISHWASHER
DR	CLOTHES DRYER
DR	DRAWERS
DP	DOWNPIPE: PAINTED PVC
DPS	DOWNPIPE AND SPREADER PAINTED PVC
EFG	EAVES FASCIA GUTTER
ES	EDGE STRIP AT DIFFERENT FLOOR FINISH
GP	GLAZED POOL FENCING
GRT	GRADED DRAIN
HC	HOSE COCK
HR	HAND RAIL AS REQUIRED
HPIOV	HOT PLATE & OVEN UNDER
HWS	HOT WATER SERVICE
MRS	POWDERCOATED METAL ROOF SHEETING
OD SHR	OUTDOOR SHOWER
PAR	ROOF PARAPET
RB	ROBE WITH SHELF & HANGING RAIL
RCL	RETRACTABLE CLOTHES LINE
REF	REFRIGERATOR
RWH	POWDERCOAT RAIN WATER HEAD
SSS	STAINLESS STEEL SINK
SHR	SHOWER WITH GLAZED SCREEN WHERE SHOWN ON PLAN
SCR	SCREEN
TWR	TOWEL RAIL
TR	LAUNDRY TROUGH AND CABINET UNDER
TPH	TOILET PAPER HOLDER
TPF	TIMBER POST FENCE
TBS	TIMBER BATTEN SCREEN
TG	TIMBER GATE
UC	25MM UNDER CUT TO LAUNDRY DOORS
WC	WATER CLOSET
WM	WASHING MACHINE
WVB	WINDOW VERTICAL BLADE PROPRIETY ITEM AND FINISH
WH	WINDOW SUN HOOD ON HORIZONTAL AND VERTICAL PROPRIETY ITEM AND FINISH

CLIENT
COAST FUTURE DEVELOPMENT PTY LTD

PROJECT
**PROPOSED RESIDENTIAL
TWO STOREY UNITS AT
38 GAWTHORN ROAD
PIMPAMA QLD.**

PROJECT NUMBER
17 - 012

PROJECT STATUS
**BA STAGE
BUILDING APPROVAL**

SCALE
**1:100 @ A1
1:200 @ A3**

DRAWING NAME
**BUILDING UNIT TYPE - D7
FOUR UNIT COMPLEX
GROUND & UPPER PLANS**

DRAWING NUMBER
A_D7-200

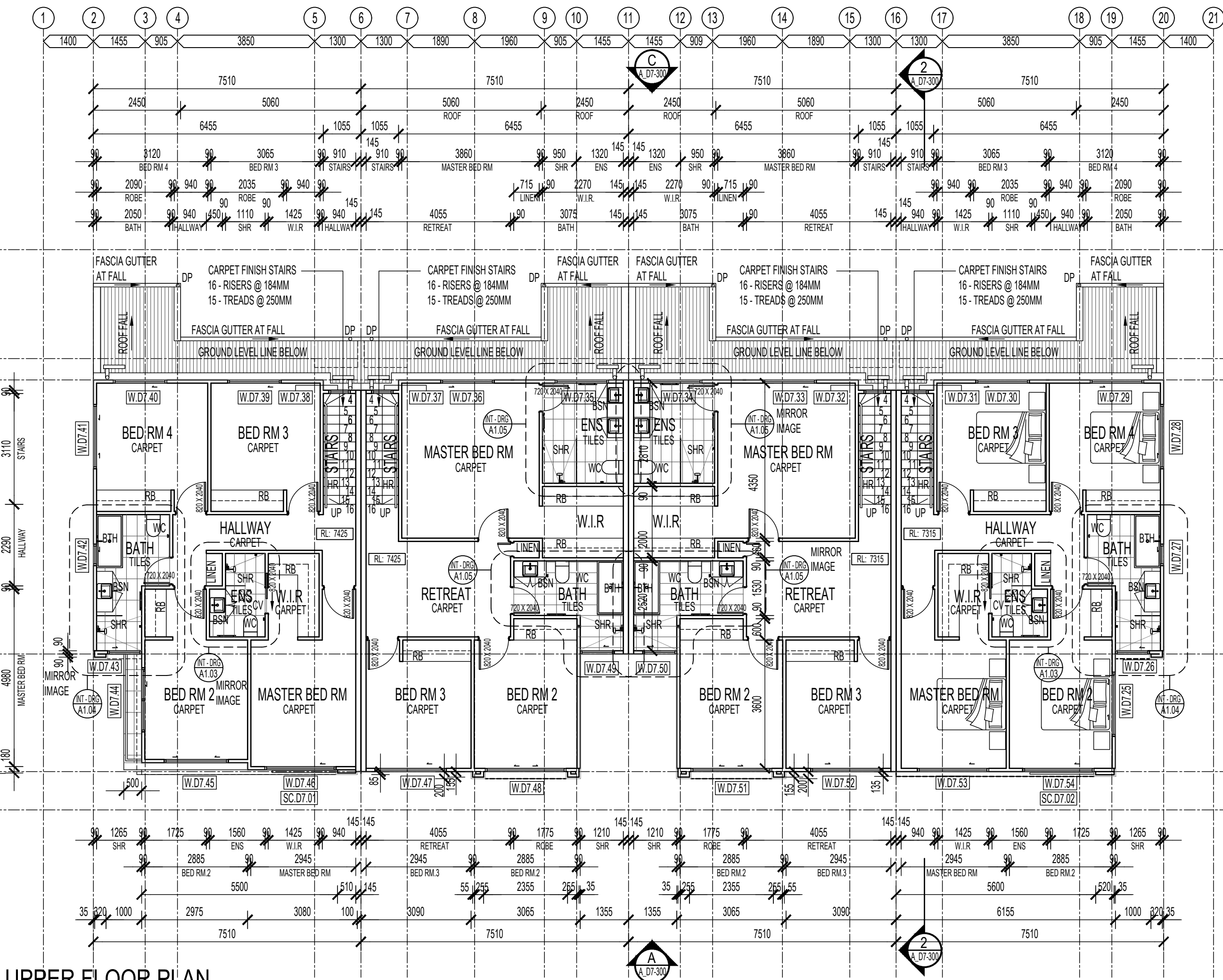
ISSUE
D

INTELLECTUAL PROPERTY - DO NOT USE OR COPY WITHOUT THE WRITTEN AUTHORITY OF PAUL ZIUKELIS ARCHITECTS.

PROJECT NORTH

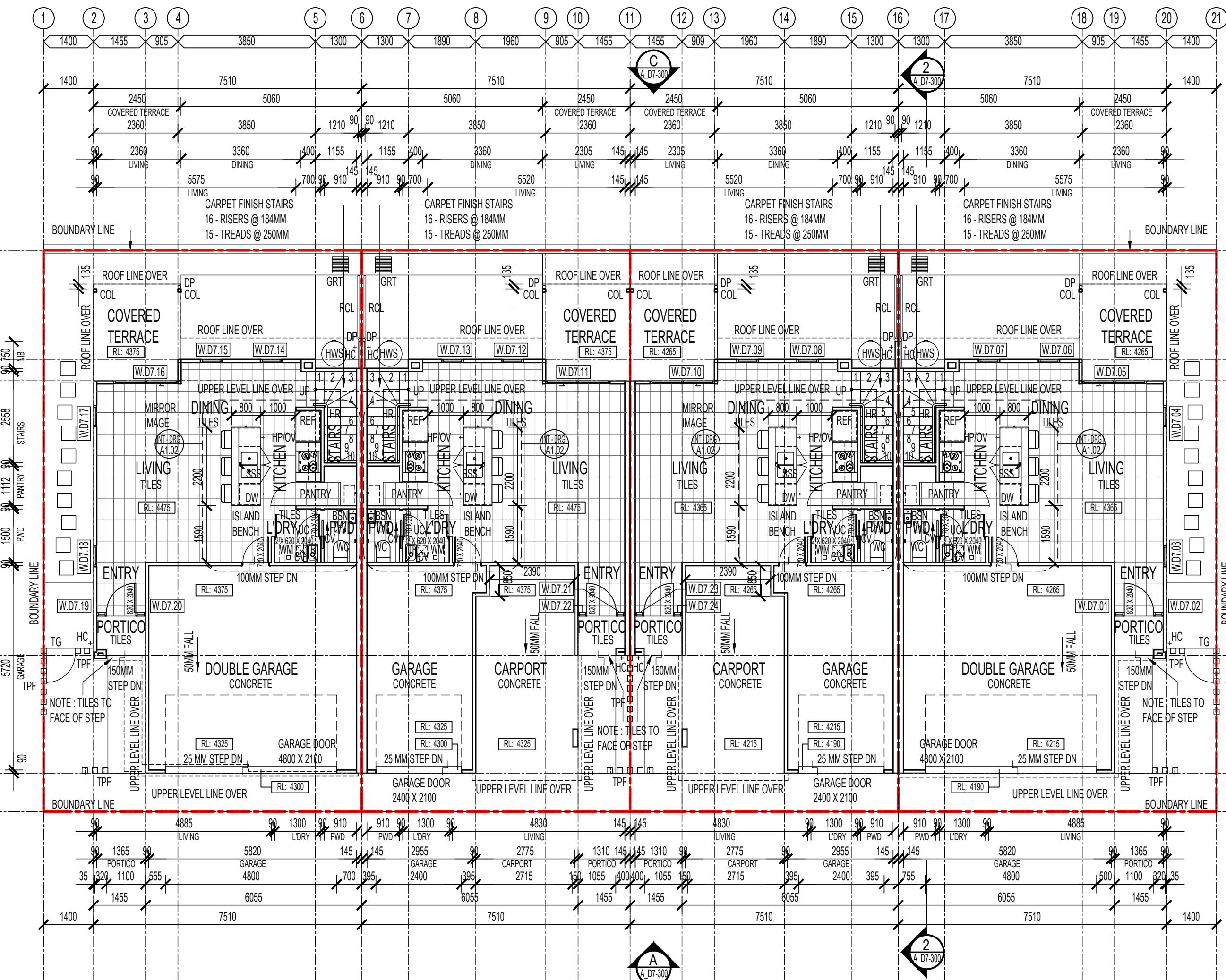
COPYRIGHT ©

ISSUE FOR BA
SUBJECT TO CERTIFICATION



02 UPPER FLOOR PLAN

1:100



01 GROUND FLOOR PLAN

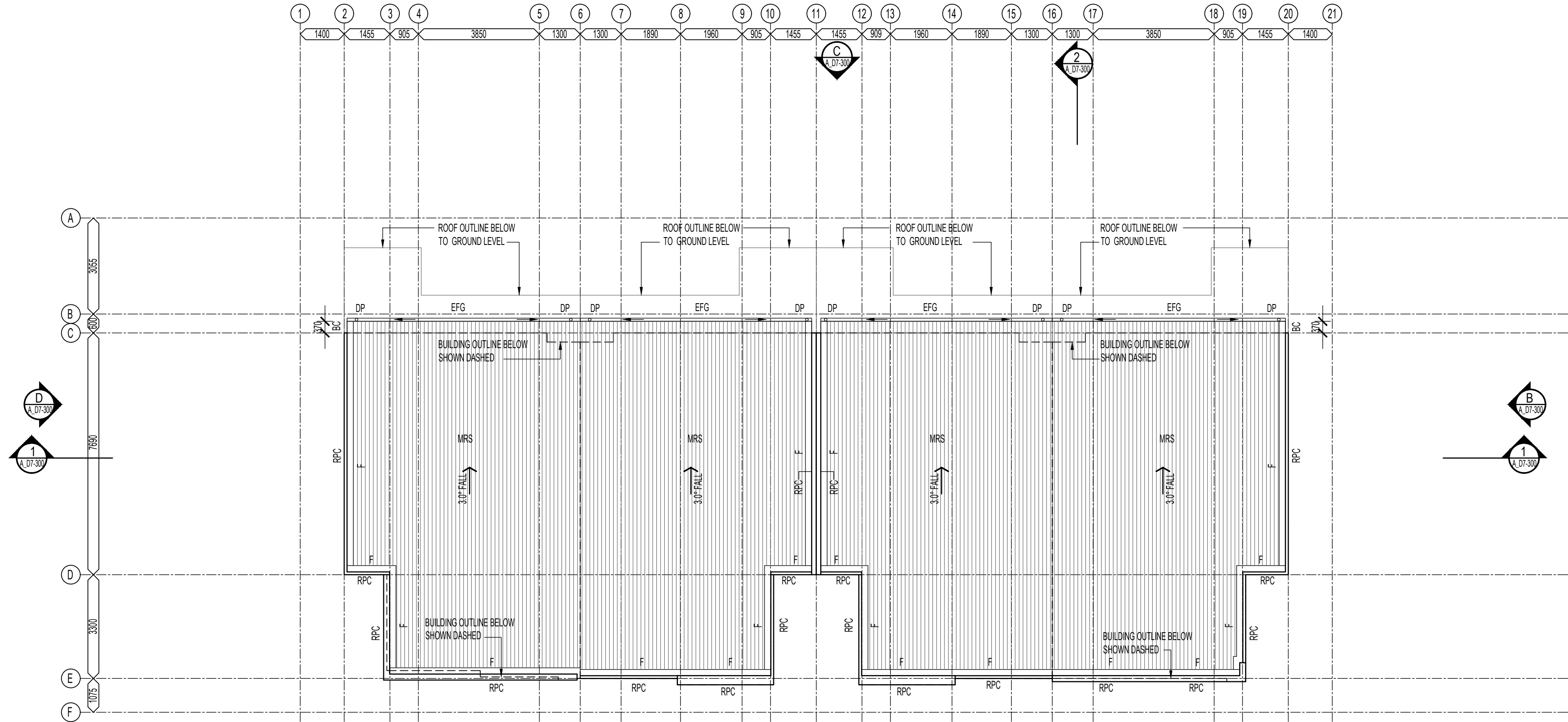
1:100

NOTE : ALL DIMENSIONS SHOWN ARE TO BUILDING FRAME SUBSTRATE

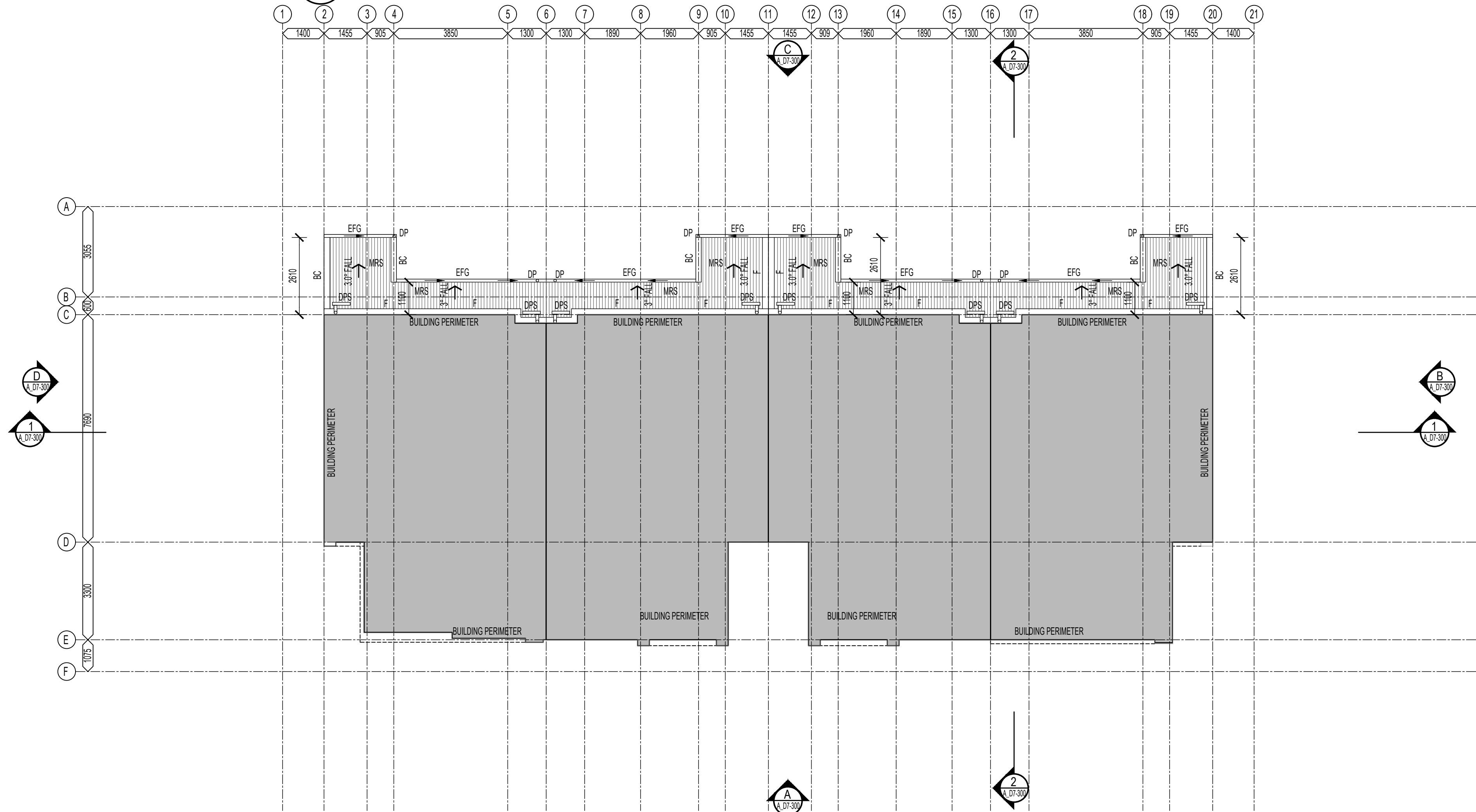
NOTE : FOR WINDOW SCHEDULE AND ELEVATIONS - REFER TO DRAWING A_D7-500

NOTE : FOR WET AREA PLAN AND ELEVATIONS - REFER TO INTERIORS CONSULTANT DETAILS

D7
UNITS



02 UPPER ROOF PLAN
1:100



01 GROUND FLOOR ROOF PLAN
1:100

0 5m
SCALE 1:100



Paul Ziukelis. architects
Phone 55701 388 | Fax 55701 389 | Email admin@pza.com.au | PO Box 9208, Gold Coast MC Qld 9726

GENERAL NOTES
ALL DIMENSIONS TO BE VERIFIED ON SITE PRIOR TO FABRICATION OR CONSTRUCTION. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES ON DRAWINGS.
ABBREVIATIONS ARE A GUIDE ONLY - REFER TO FINISHES SCHEDULE FOR FULL MATERIALS LISTING.
FOR CONCRETE FOOTINGS, SLAB, STRUCTURAL STEEL, WALL AND ROOF FRAMING DETAILS REFER TO STRUCTURAL ENGINEER'S DOCUMENTS.
FOR LANDSCAPE, REFER TO LANDSCAPE CONSULTANT'S DOCUMENTS.
FOR HYDRAULICAL WORKS, REFER TO HYDRAULICAL ENGINEER'S DOCUMENTS.
FOR ELECTRICAL WORKS, REFER TO ELECTRICAL ENGINEER'S DOCUMENTS.
FOR LIGHTING WORKS, REFER TO LIGHTING CONSULTANT'S DOCUMENTS.
FOR SPECIALIST AV WORKS, REFER TO SPECIALIST AV CONSULTANT'S DOCS.
ALL GLAZING - VIRIDIAN COMFORTPLUS NEUTRAL 59 UNLESS STATED OTHERWISE.

ISSUE	DATE	FOR
A	02.11.17	PRELIMINARY ISSUE - INFO ONLY
B	27.02.18	PRELIMINARY ISSUE - INFO ONLY
C	13.03.18	ISSUE FOR BA
D	12.04.18	CONTRACT ISSUE

ABBREVIATIONS

ROOF LEGEND	
AC	AIR CONDITIONER UNIT
BC	POWDERCOAT BARGE CAPPING
BG	POWDERCOAT BOX GUTTER
DP	POWDERCOAT DOWNPIPE
DPS	POWDERCOAT DOWNPIPE AND SPREADER
EFG	POWDERCOAT EAVES FASCIA GUTTER
F	POWDERCOAT FLASHING
MRS	POWDERCOATED METAL ROOF SHEETING
RPC	POWDERCOAT ROOF PARAPET CAPPING
RWH	POWDERCOAT RAIN WATER HEAD
RC	POWDERCOAT RIDGE CAPPING
V	POWDERCOAT VALLEY

NOTE: ENSURE ALL ROOF MEMBERS ARE ADEQUATELY OVERLAPPED WHERE REQUIRED AND FIXED TO MANUFACTURERES DETAILS TO ENSURE A WATER TIGHT SEAL TO ALL CONNECTIONS.

CLIENT
COAST FUTURE DEVELOPMENT PTY LTD

PROJECT
PROPOSED RESIDENTIAL
TWO STOREY UNITS AT
38 GAWTHERN ROAD
PIMPAMA QLD.

PROJECT NUMBER
17 - 012

PROJECT STATUS
BA STAGE
BUILDING APPROVAL

SCALE
1:100 @ A1
1:200 @ A3

DRAWING NAME
BUILDING UNIT TYPE - D7
FOUR UNIT COMPLEX
ROOF PLAN

DRAWING NUMBER
A_D7-201

ISSUE
D

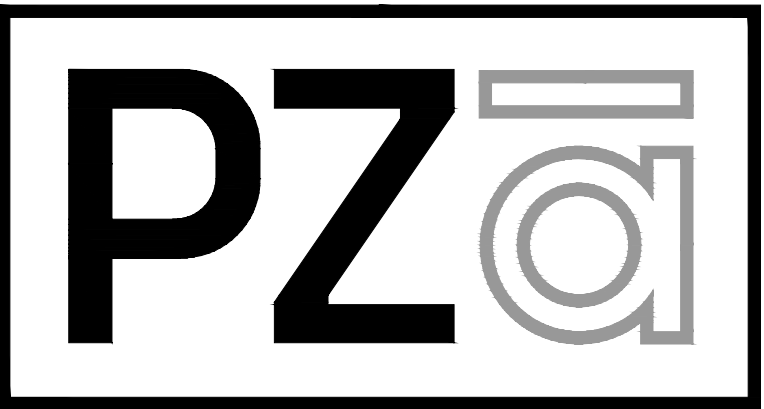
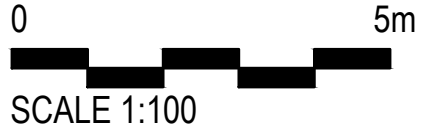
INTELLECTUAL PROPERTY - DO NOT USE OR COPY WITHOUT THE WRITTEN AUTHORITY OF PAUL ZIUKELIS ARCHITECTS.

PROJECT NORTH

D7 UNITS

COPYRIGHT ©

ISSUE FOR BA
SUBJECT TO CERTIFICATION



Paul Ziukelis. architects

Phone 55701 388 | Fax 55701 389 | Email admin@pza.com.au | PO Box 9208, Gold Coast MC Qld 9718

GENERAL NOTES

ALL DIMENSIONS TO BE VERIFIED ON SITE PRIOR TO FABRICATION OR CONSTRUCTION. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES ON DRAWINGS. ABBREVIATIONS ARE A GUIDE ONLY - REFER TO FINISHES SCHEDULE FOR FULL MATERIALS LISTING.
FOR CONCRETE FOOTINGS, SLAB, STRUCTURAL STEEL, WALL AND ROOF FRAMING DETAILS REFER TO STRUCTURAL ENGINEER'S DOCUMENTS.
FOR LANDSCAPE, REFER TO LANDSCAPE CONSULTANT'S DOCUMENTS.
FOR HYDRAULICAL WORKS, REFER TO HYDRAULICAL ENGINEER'S DOCUMENTS.
FOR ELECTRICAL WORKS, REFER TO ELECTRICAL ENGINEER'S DOCUMENTS.
FOR LIGHTING WORKS, REFER TO LIGHTING CONSULTANT'S DOCUMENTS.
FOR SPECIALIST AV WORKS, REFER TO SPECIALIST AV CONSULTANT'S DOCS.
ALL GLAZING - VIRIDIAN COMFORTPLUS NEUTRAL 59 UNLESS STATED OTHERWISE.

ISSUE DATE FOR

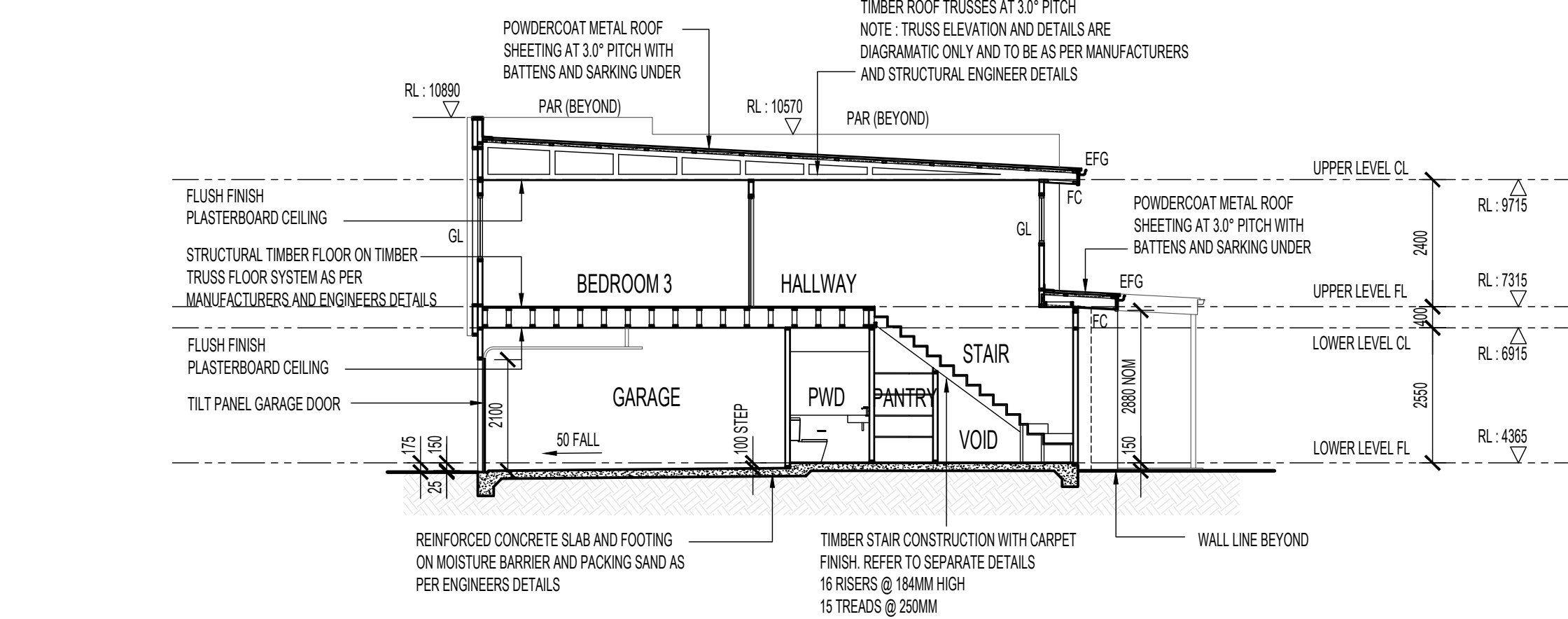
A	02.11.17	PRELIMINARY ISSUE - INFO ONLY
B	27.02.18	PRELIMINARY ISSUE - INFO ONLY
C	13.03.18	ISSUE FOR BA
D	12.04.18	CONTRACT ISSUE

ABBREVIATIONS

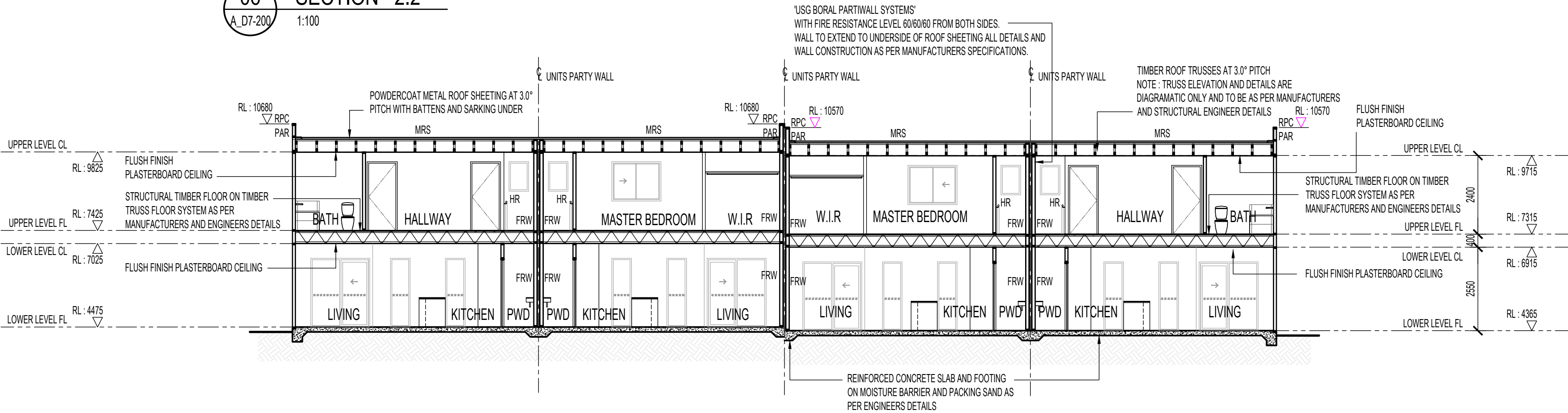
ELEVATIONS AND SECTIONS LEGEND

AC	AIR CONDITIONER UNIT
BAL	BALCONY AND GLASS BALUSTRADE
BG	BOX GUTTER POWDERCOAT FINISH
BC	BARGE CAPPING POWDERCOAT FINISH
CL	CEILING LEVEL
CL-T	150mm VERTICAL CLADDING WITH ALUM ANGLE TO TRIM
COL	STRUCTURAL COLUMN
CR	CEMENT RENDER ON FC SHEET (REFER NOTE)
CRF	CEMENT RENDER ON FOAM BOARD (REFER NOTE)
CS	CONCRETE STEPS
DR	SELECT ENTRY DOOR
DP	DOWNPIPE POWDERCOAT FINISH
DPS	DOWNPIPE AND SPREADER POWDERCOAT FINISH
EFG	EAVES FASCIA GUTTER POWDERCOAT FINISH
EJ	EXPRESSED JOINT
FC	PAINTED CEMENT SHEET
F	FLASHING POWDERCOAT FINISH
FL	FLOOR LEVEL
FRW	FIRE RATED WALL 60/0/60
FMS	FEATURE METAL LASER CUT SCREENING - VARIOUS DESIGNS IN WHITE
GL	ALUMINIUM WINDOW FRAME BLACK POWDERCOAT FINISH
GD-T	TILT PANEL GARAGE DOOR - TIMBER LOOK FINISH
GD-P	TILT PANEL GARAGE DOOR - POWDERCOAT FINISH
GRD	GROUND LEVEL
HOR	150mm HORIZONTAL BOARDS
HR	HANDRAIL AS SELECTED
MRS	METAL ROOF SHEETING POWDERCOAT FINISH
PAR	PARAPET STRUCTURE
RPC	ROOF PARAPET CAPPING POWDERCOAT FINISH
RC	RIDGE CAPPING POWDERCOAT FINISH
RWH	RAIN WATER HEAD POWDERCOAT FINISH
RW	RETAINING WALL TO ENGINEER DETAILS
STR-1	AXON STRIA SMOOTH VERTICAL CLADDING - JOINTS AT 400 CENTRES
STR-2	AXON STRIA WOOD GRAINED VERTICAL CLADDING - JOINTS AT 133 CENTRES
TBP	PAINTED 70 X 100 TIMBER BATTENS ON CR - (REFER CR NOTE)
TBS	CLEAR FINISH 70 X 100 TIMBER BATTENS ON BLACK PAINTED MARINE PLY
TP	HARDWOOD TIMBER POST
TF	TIMBER FENCING
TS	TIMBER FABRICATED STEPS

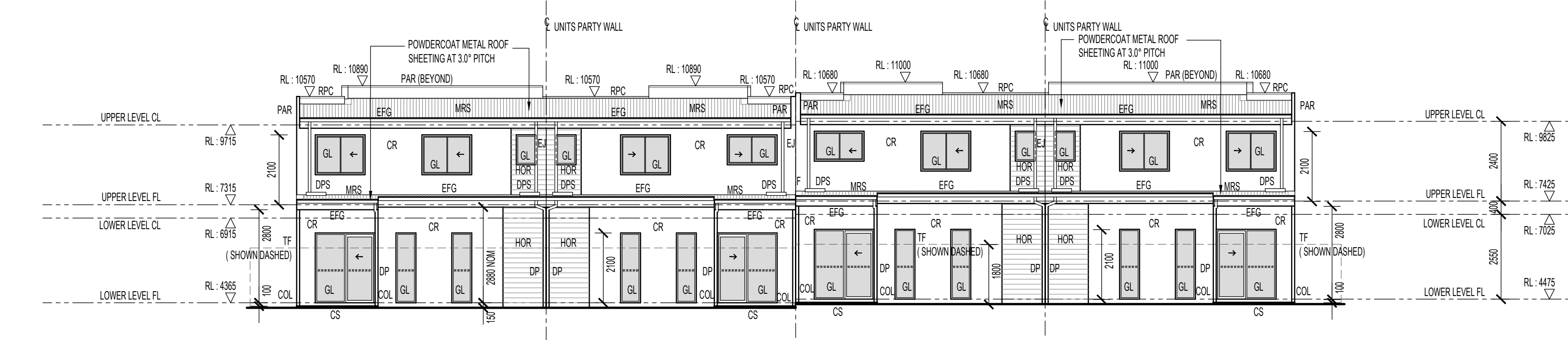
NOTE: ALL FINISHES AND MATERIALS TO BE INSTALLED AND APPLIED IN ACCORDANCE TO MANUFACTURERS DETAILS AND SPECIFICATIONS FOR PERFORMANCE, DURABILITY AND INTEGRITY. REFER TO ARCHITECT FOR SPECIFICATION
WHERE NOTED CR CLADDING IS JAMES HARDIE TEX SYSTEM WITH TAPED AND SET JOINTS AND APPLIED ROCKCOTE POLYMER RENDER FINE (POLYFINE) PAINTED FINISH
WHERE NOTED CRF CLADDING IS FOAM BOARD WITH CEMENT RENDER PAINTED FINISH



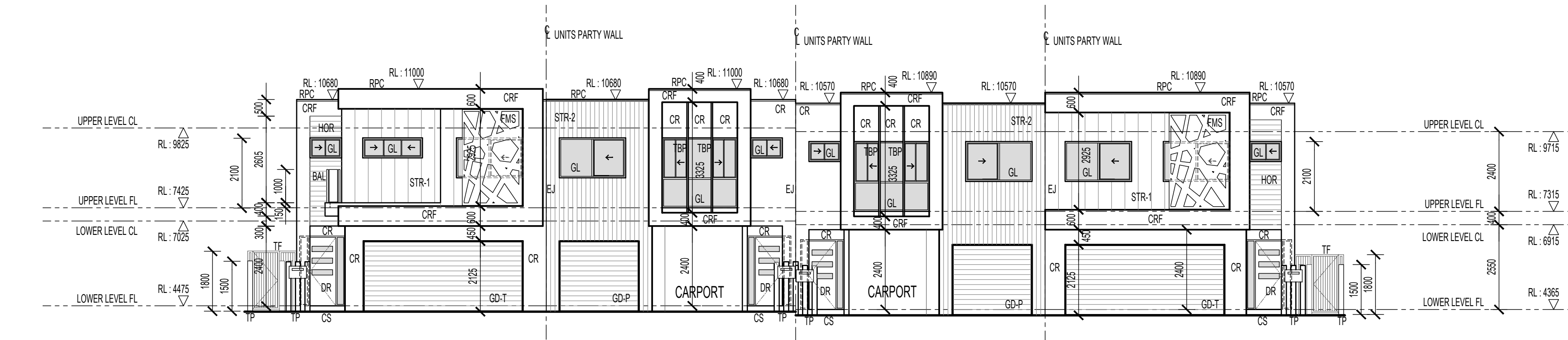
06 SECTION 2.2
A_D7-200 1:100



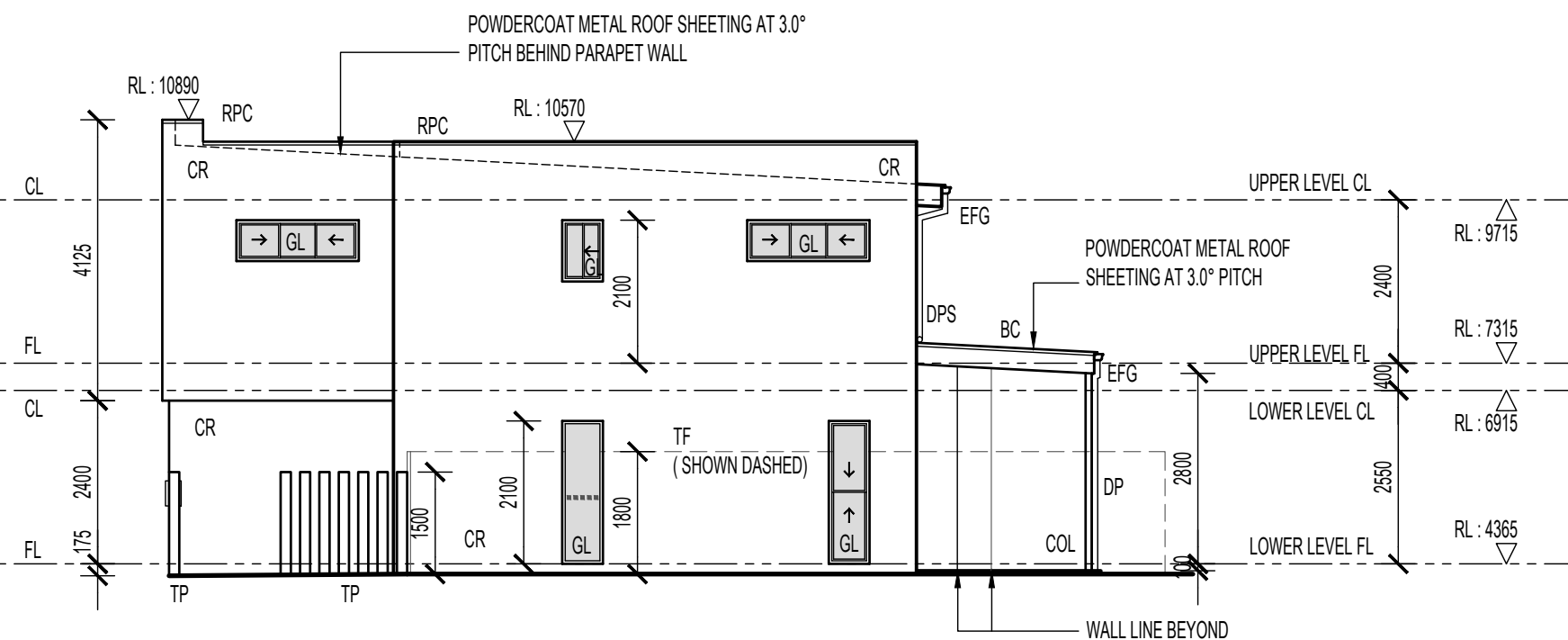
05 SECTION 1.1
A_D7-200 1:100



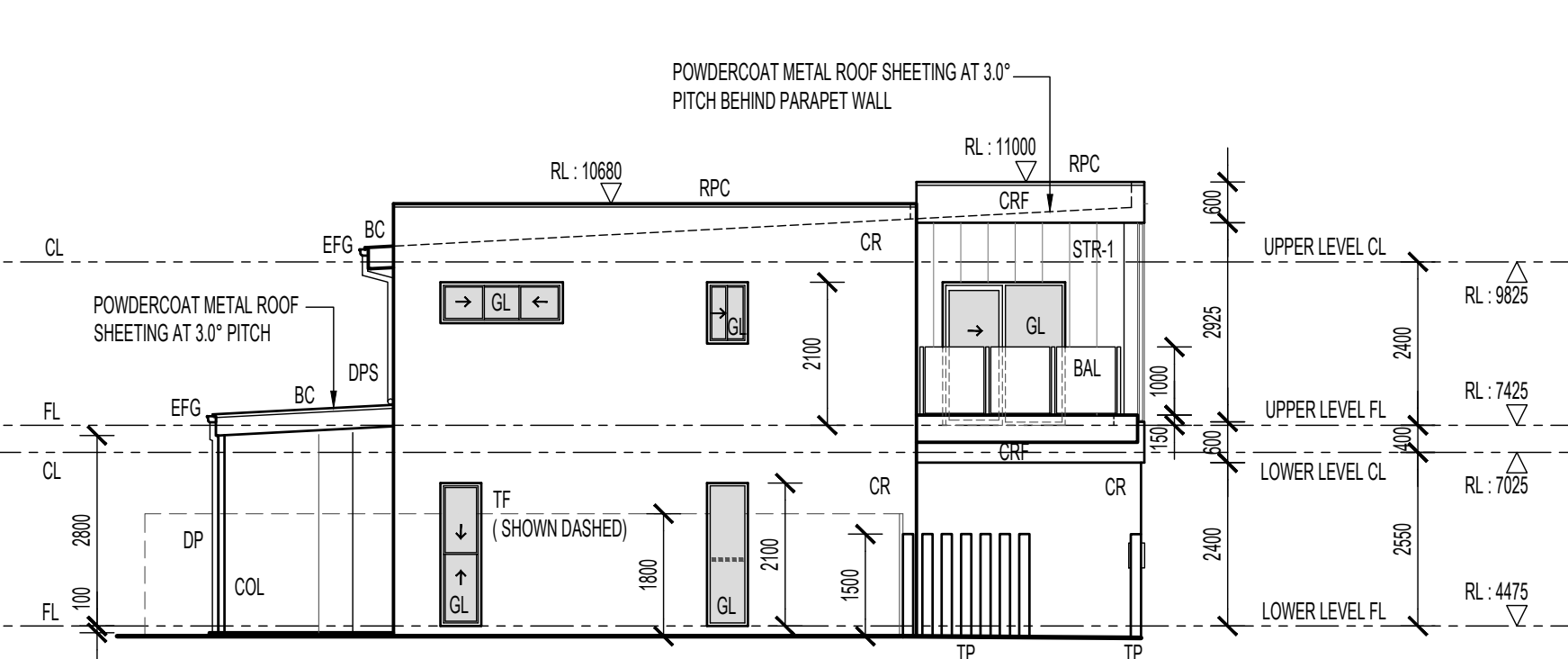
03 ELEVATION C
A_D7-200 1:100



01 ELEVATION A
A_D7-200 1:100



04 ELEVATION D
A_D7-200 1:100



02 ELEVATION B
A_D7-200 1:100

CLIENT
COAST FUTURE DEVELOPMENT PTY LTD

PROJECT
PROPOSED RESIDENTIAL
TWO STOREY UNITS AT
38 GAWTHORN ROAD
PIMPAMA QLD.

PROJECT NUMBER
17 - 012

PROJECT STATUS
BA STAGE
BUILDING APPROVAL

SCALE
1:100 @ A1
1:200 @ A3

DRAWING NAME
BUILDING UNIT TYPE - D7
FOUR UNIT COMPLEX
ELEVATIONS AND SECTIONS

DRAWING NUMBER
A_D7-300

ISSUE
D





INTELLECTUAL PROPERTY - DO NOT USE OR COPY WITHOUT THE WRITTEN AUTHORITY OF PAUL ZIUKELIS ARCHITECTS.

PROJECT NORTH

D7
UNITS

COPYRIGHT

ISSUE FOR BA
SUBJECT TO CERTIFICATION

	SOFT LANDSCAPE	34 m2		SOFT LANDSCAPE	34 m2
	HARD LANDSCAPE	17 m2		HARD LANDSCAPE	17 m2

PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No:MCU201700624

Dated:19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

TYPE A DUPLEX - PLANS

DA A.01

TYPE A

DUPLEX



TYPE 2
4 BED, DOUBLE GARAGE
LOWER FLOOR PLAN
AREAS:
INTERNAL 79 m2
COVERED TEARRCE 6 m2

TYPE 1
4 BED, DOUBLE GARAGE, BALCONY
LOWER FLOOR PLAN
AREAS:
INTERNAL 79 m2
COVERED TEARRCE 6 m2



TYPE 2
4 BED, DOUBLE GARAGE
UPPER FLOOR PLAN
AREAS:
INTERNAL 78 m2

TYPE 1
4 BED, DOUBLE GARAGE, BALCONY
UPPER FLOOR PLAN
AREAS:
INTERNAL 78 m2
BALCONY 2 m2

MATERIAL LEGEND

BAL	GLASS BALUSTRADE
CR	PAINTED CEMENT RENDER FINISH
GL	BLACK POWDERCOATED ALUMINIUM WINDOW FRAMES
TP	HARDWOOD TIMBER POST
TF	TIMBER FENCING
GD-T	TILT-PANEL GARGAE DOOR - TIMBER LOOK
GD-P	TILT-PANEL GARGAE DOOR - POWDERCOATED
CL-T	150mm VERTICAL TIMBER CLADDING
TBS	70 x 100 TIMBER BATTENS ON PLY
STR-1	AXON STRIA SMOOTH VERTICAL CLADDING - JOINTS AT 400 CENTRES
STR-2	AXON STRIA WOOD GRAINED VERTICAL CLADDING - JOINTS AT 133 CENTRES
FMS	FETAURE METAL LASER CUT SCREENING - VARIOUS DESIGNS IN WHITE
HOR	150mm HORIZONTAL BOARDS

PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No...MCU201700624

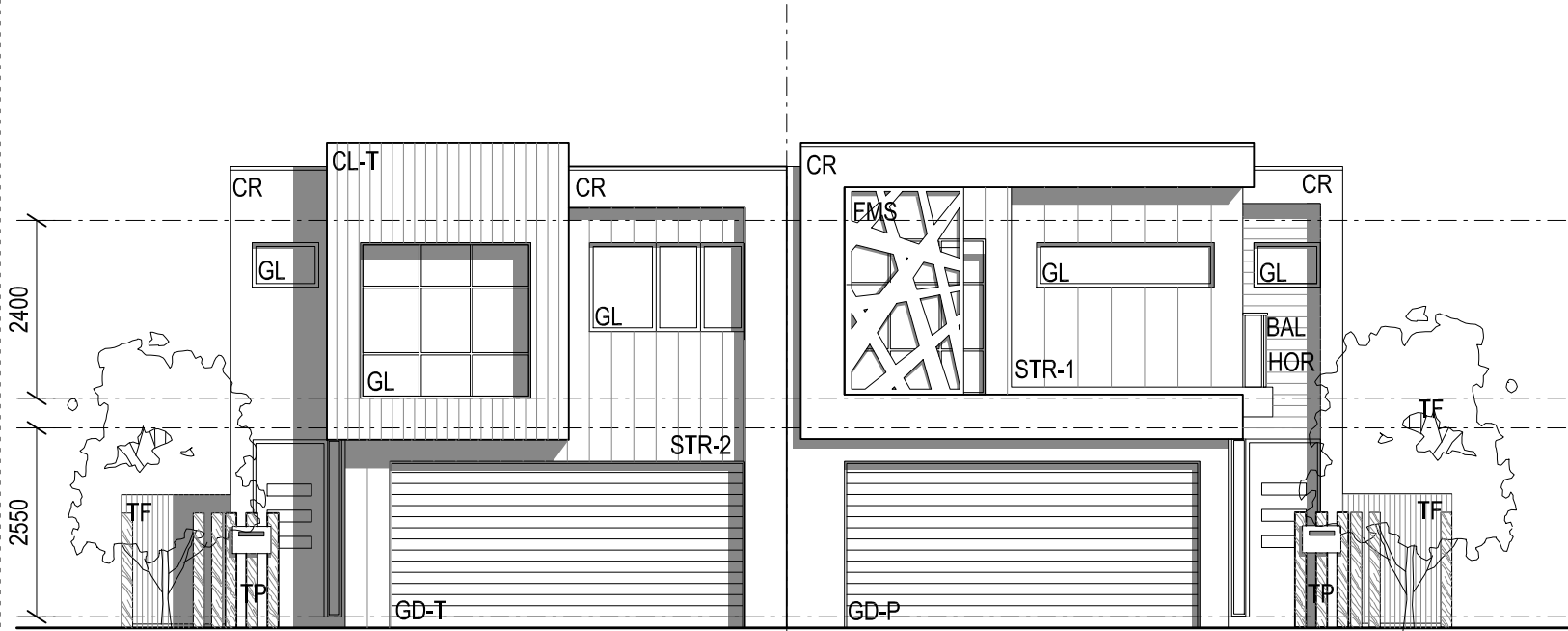
Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

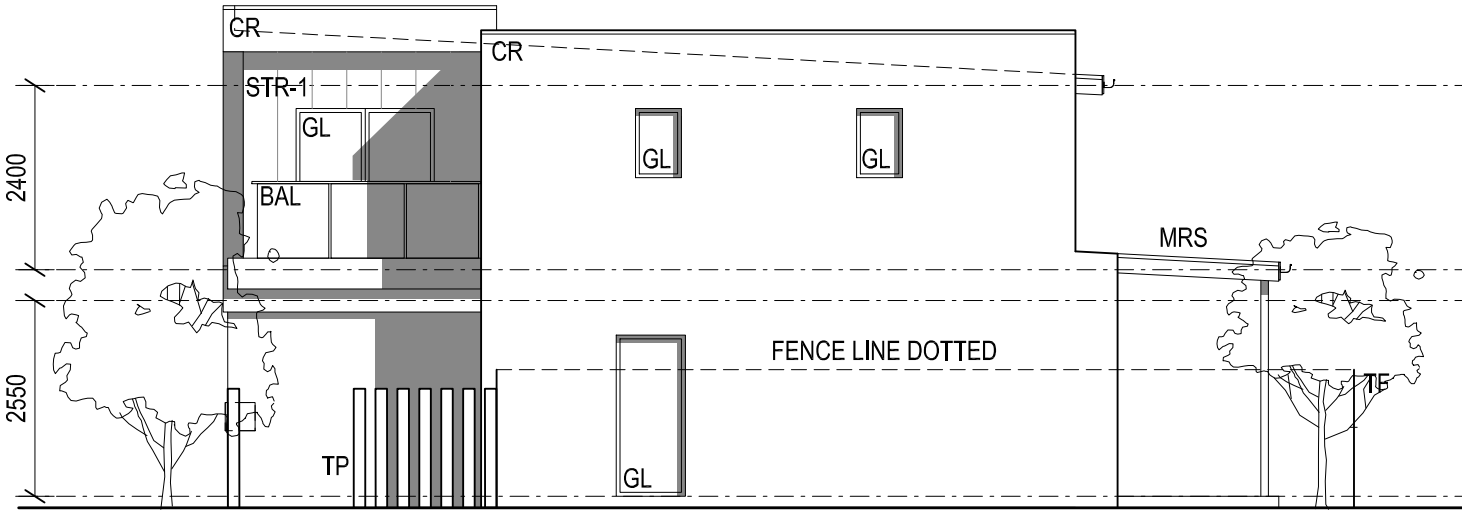
TYPE A DUPLEX - ELEVATIONS

DA A.02

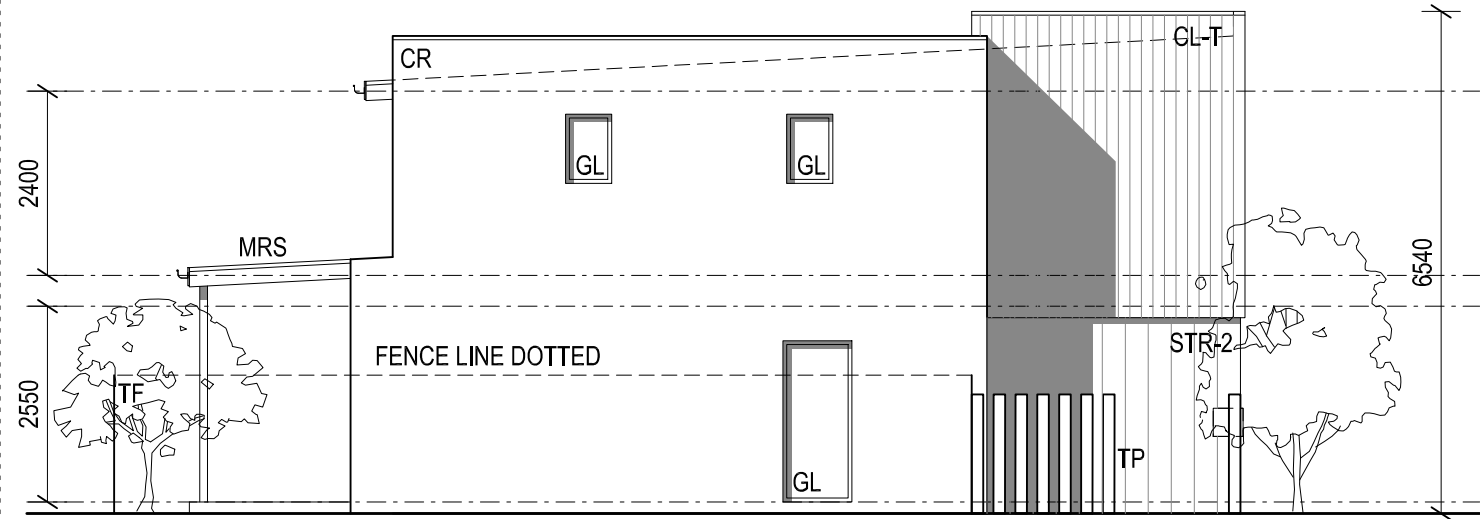
TYPE A
DUPLEX



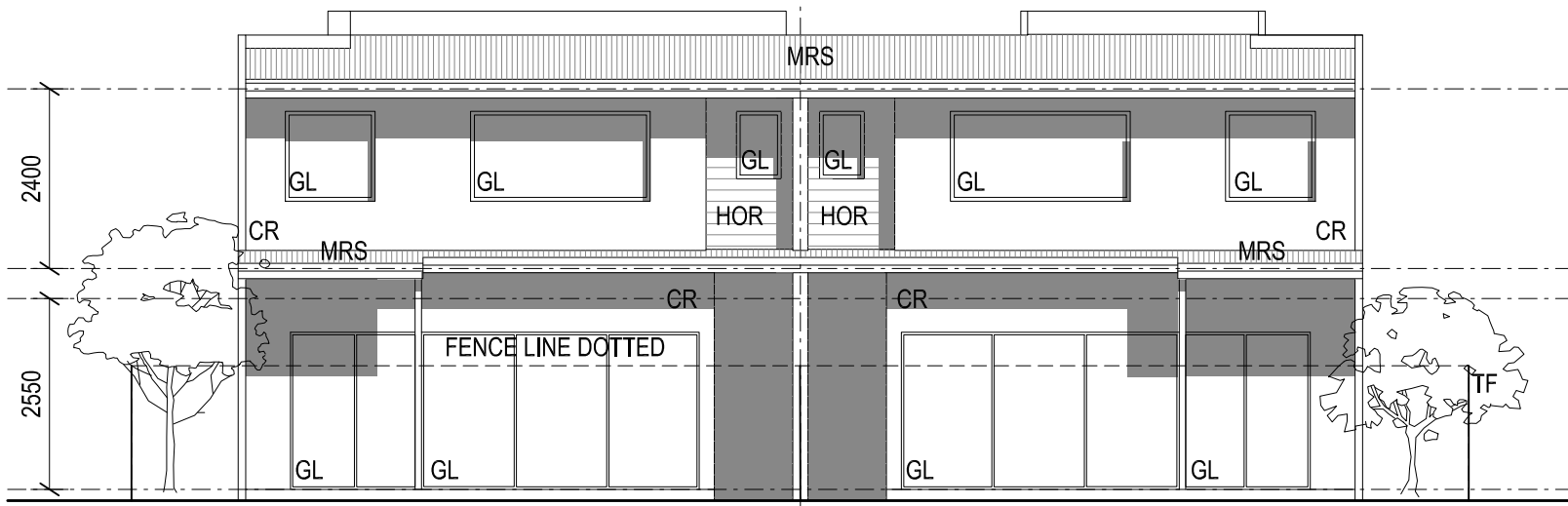
STREET ELEVATION





SIDE ELEVATION







SIDE ELEVATION





REAR ELEVATION

	SOFT LANDSCAPE	34 m2
	HARD LANDSCAPE	17 m2

	SOFT LANDSCAPE	17 m2
	HARD LANDSCAPE	36 m2

	SOFT LANDSCAPE	17 m2
	HARD LANDSCAPE	36 m2

	SOFT LANDSCAPE	34 m2
	HARD LANDSCAPE	17 m2

TYPE B 4-PLEX



TYPE 5

3 BED, DOUBLE GARAGE
LOWER FLOOR PLAN

AREAS:	
INTERNAL	79 m2
COVERED TERRACE	6 m2

TYPE 4

3 BED, GARAGE + CARPORT
LOWER FLOOR PLAN

AREAS:	
INTERNAL	62 m2
COVERED TERRACE	6 m2
COVERED CARPORT	15 m2

TYPE 4

3 BED, GARAGE + CARPORT
LOWER FLOOR PLAN

AREAS:	
INTERNAL	62 m2
COVERED TERRACE	6 m2
COVERED CARPORT	15 m2

TYPE 3

3 BED, DOUBLE GARAGE
LOWER FLOOR PLAN

AREAS:	
INTERNAL	79 m2
COVERED TERRACE	6 m2

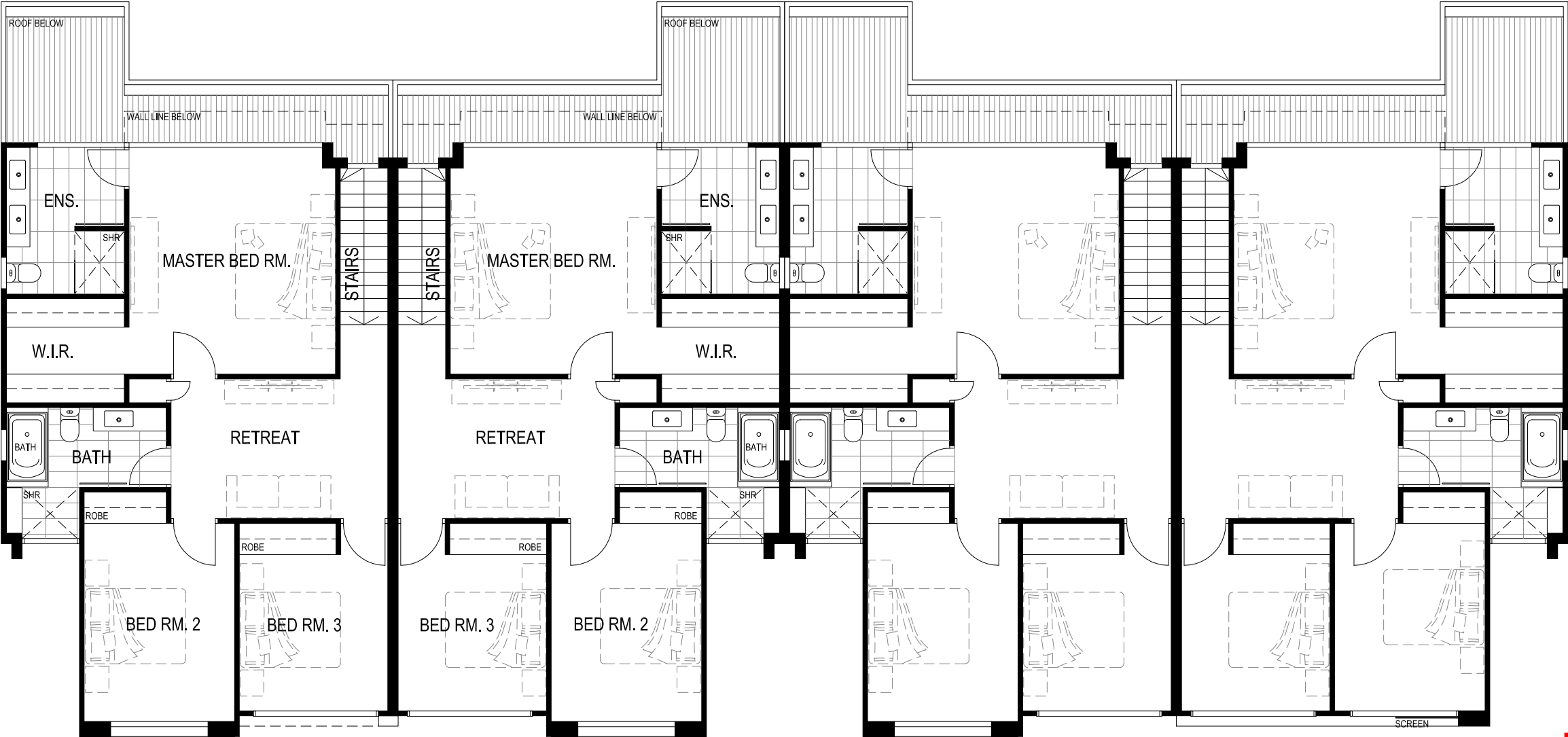
PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No.: MCU201700624

Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

TYPE B
4-PLEX



TYPE 5
3 BED, DOUBLE GARAGE
UPPER FLOOR PLAN
AREAS:
INTERNAL 78 m2

TYPE 4
3 BED, GARAGE + CARPORT
UPPER FLOOR PLAN
AREAS:
INTERNAL 78 m2

TYPE 4
3 BED, GARAGE + CARPORT
UPPER FLOOR PLAN
AREAS:
INTERNAL 78 m2

TYPE 3
3 BED, DOUBLE GARAGE
UPPER FLOOR PLAN
AREAS:
INTERNAL 78 m2

PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No: MCU201700624

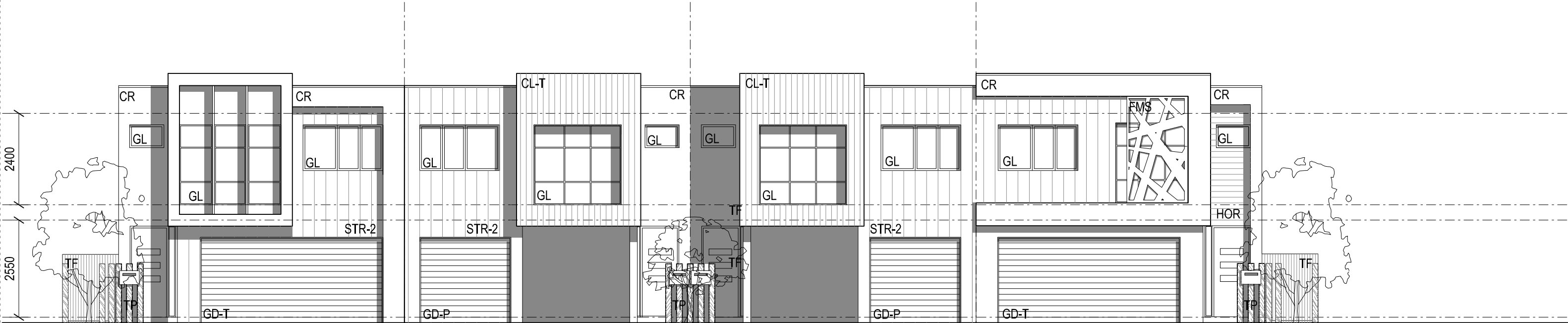
Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

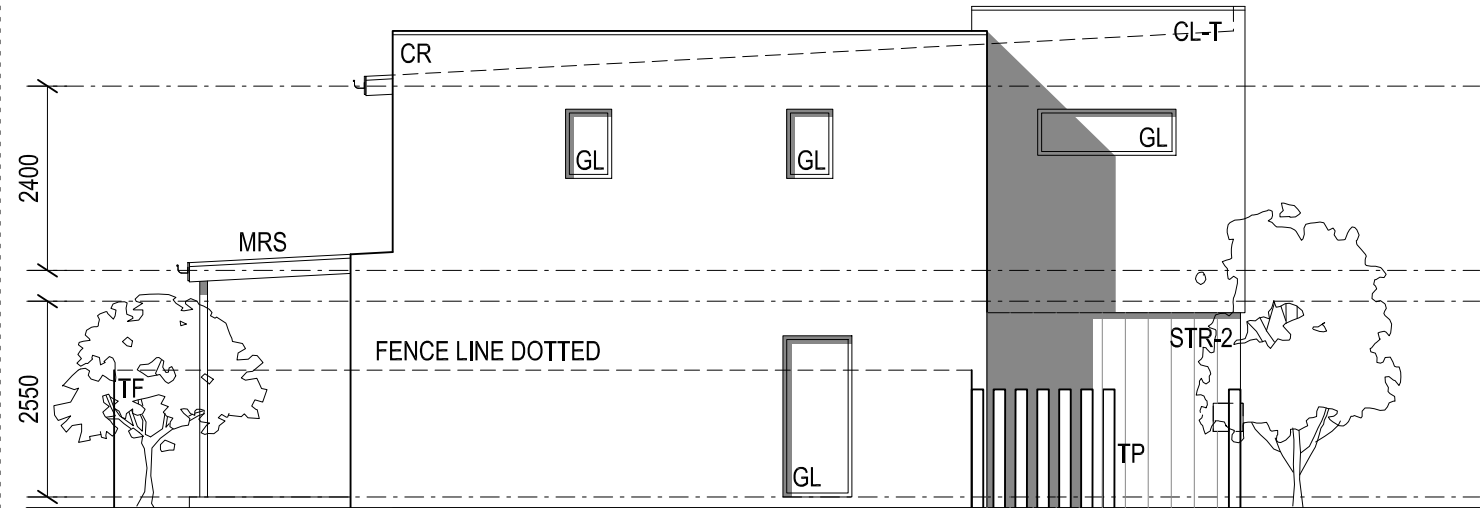
MATERIAL LEGEND

BAL	GLASS BALUSTRADE
CR	PAINTED CEMENT RENDER FINISH
GL	BLACK POWDERCOATED ALUMINIUM WINDOW FRAMES
TP	HARDWOOD TIMBER POST
TF	TIMBER FENCING
GD-T	TILT-PANEL GARGAE DOOR - TIMBER LOOK
GD-P	TILT-PANEL GARGAE DOOR - POWDERCOATED
CL-T	150mm VERTICAL TIMBER CLADDING
TBS	70 x 100 TIMBER BATTENS ON PLY
STR-1	AXON STRIA SMOOTH VERTICAL CLADDING - JOINTS AT 400 CENTRES
STR-2	AXON STRIA WOOD GRAINED VERTICAL CLADDING - JOINTS AT 133 CENTRES
FMS	FETAURE METAL LASER CUT SCREENING - VARIOUS DESIGNS IN WHITE
HOR	150mm HORIZONTAL BOARDS

TYPE B
4-PLEX



STREET ELEVATION



SIDE ELEVATION

PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No: MCU201700624

Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

MATERIAL LEGEND

BAL	GLASS BALUSTRADE
CR	PAINTED CEMENT RENDER FINISH
GL	BLACK POWDERCOATED ALUMINIUM WINDOW FRAMES
TP	HARDWOOD TIMBER POST
TF	TIMBER FENCING
GD-T	TILT-PANEL GARGAE DOOR - TIMBER LOOK
GD-P	TILT-PANEL GARGAE DOOR - POWDERCOATED
CL-T	150mm VERTICAL TIMBER CLADDING
TBS	70 x 100 TIMBER BATTENS ON PLY
STR-1	AXON STRIA SMOOTH VERTICAL CLADDING - JOINTS AT 400 CENTRES
STR-2	AXON STRIA WOOD GRAINED VERTICAL CLADDING - JOINTS AT 133 CENTRES
FMS	FETAURE METAL LASER CUT SCREENING - VARIOUS DESIGNS IN WHITE
HOR	150mm HORIZONTAL BOARDS

PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No:.....MCU201700624

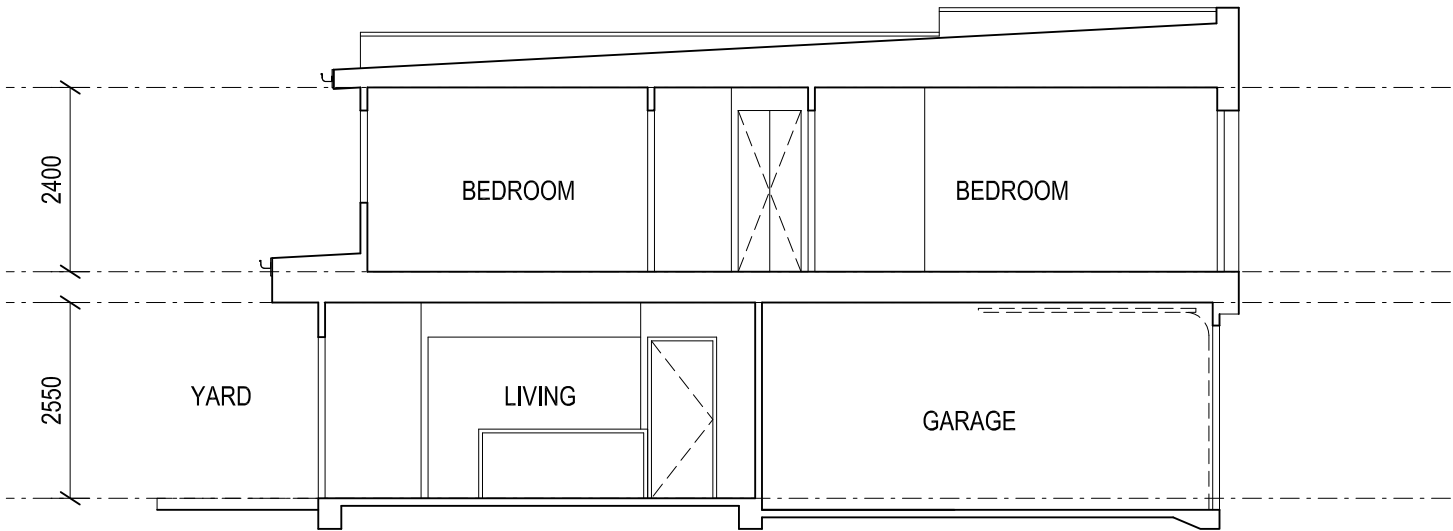
Dated:19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

TYPE B 4-PLEX - ELEVATIONS

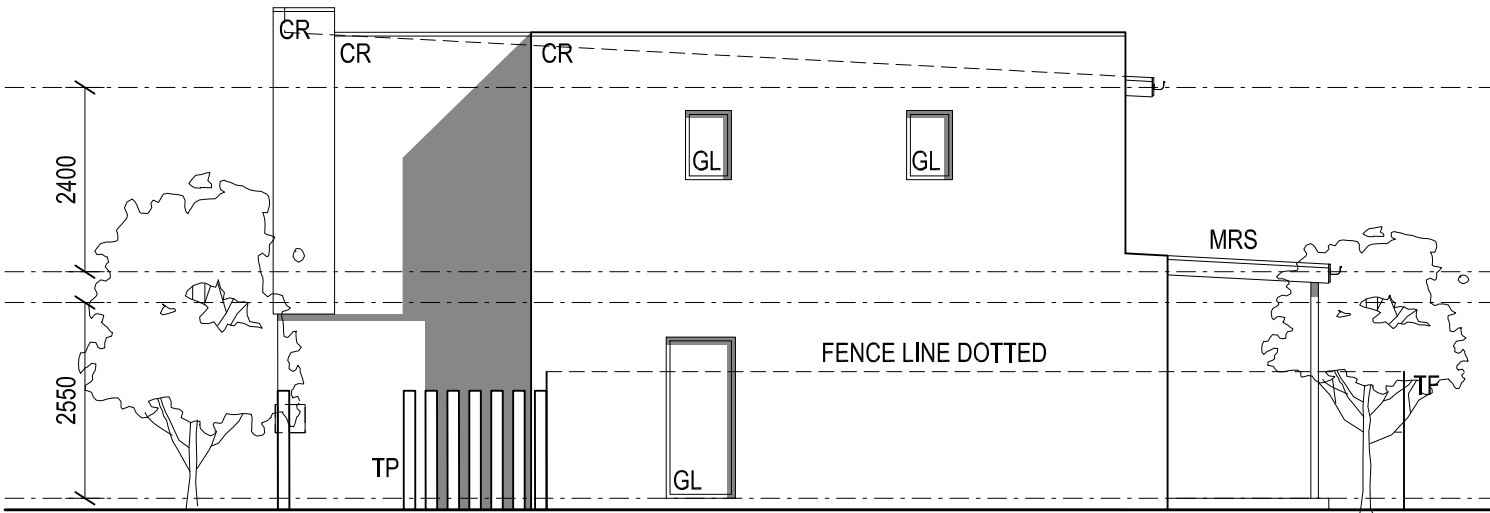
DA B.04

TYPE B
4-PLEX

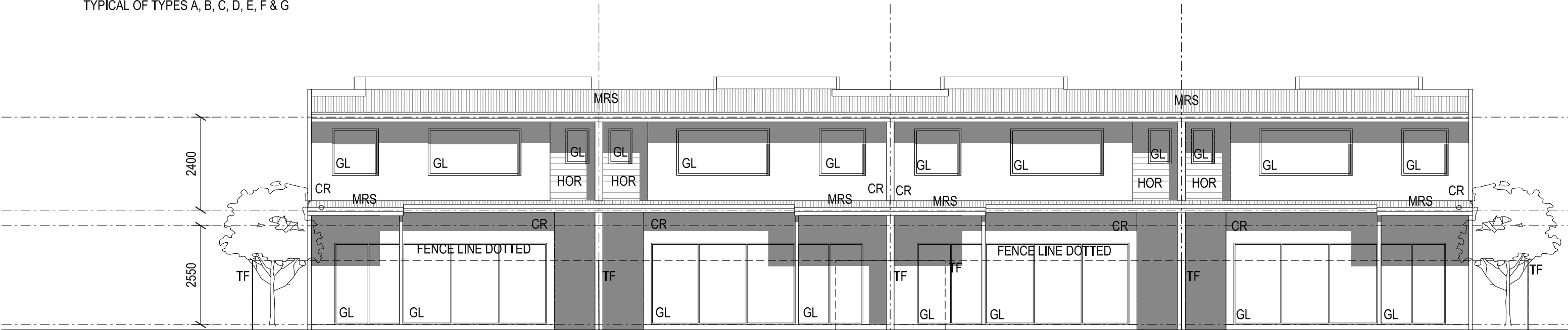


TYPICAL SECTION









TYPICAL OF TYPES A, B, C, D, E, F & G



SIDE ELEVATION



REAR ELEVATION

	SOFT LANDSCAPE	34 m2		SOFT LANDSCAPE	17 m2		SOFT LANDSCAPE	17 m2		SOFT LANDSCAPE	34 m2
	HARD LANDSCAPE	17 m2		HARD LANDSCAPE	36 m2		HARD LANDSCAPE	36 m2		HARD LANDSCAPE	17 m2

TYPE C 4-PLEX



TYPE 2
3 BED, DOUBLE GARAGE
LOWER FLOOR PLAN
AREAS:
INTERNAL 79 m2
COVERED TERRACE 6 m2

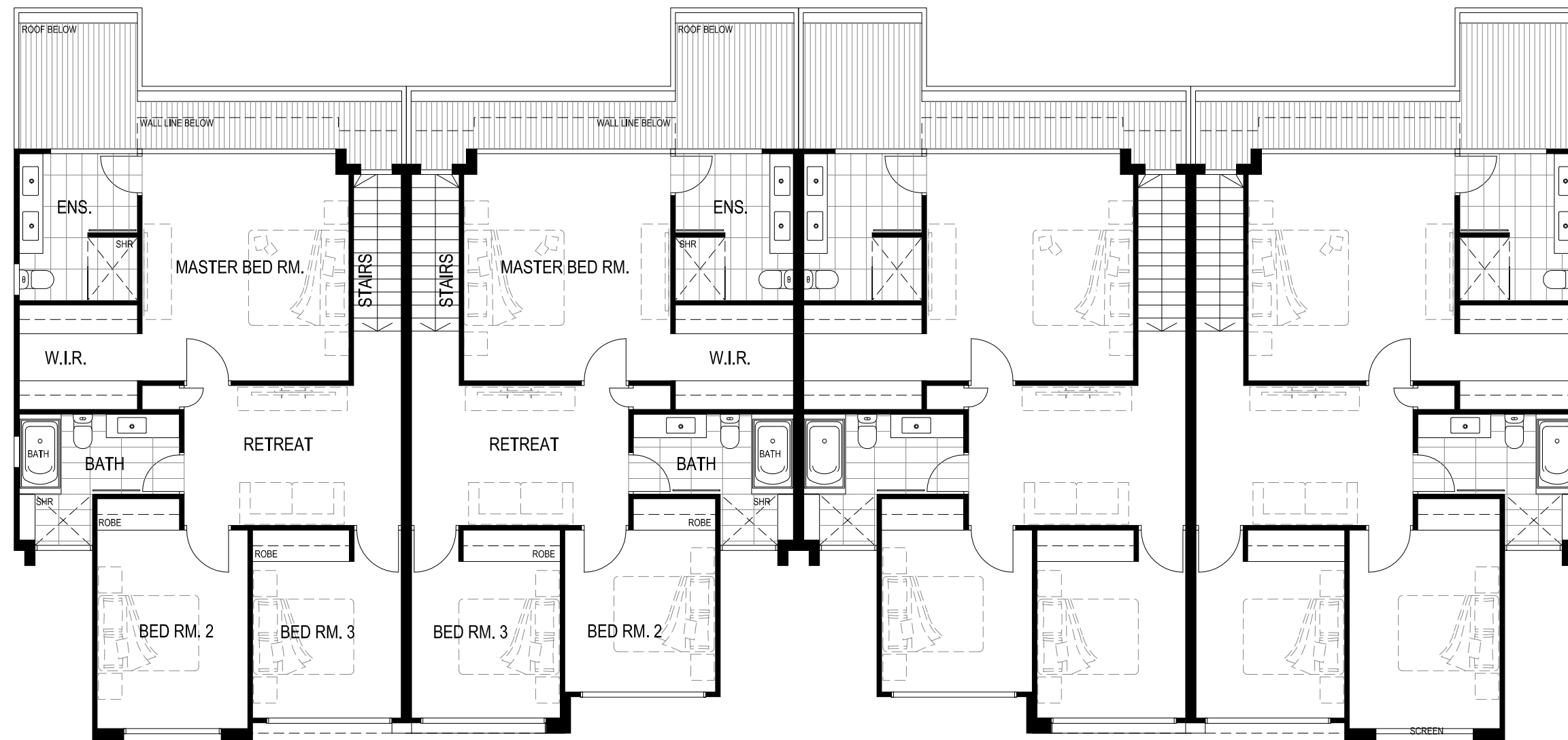
TYPE 6
3 BED, GARAGE + CARPORT
LOWER FLOOR PLAN
AREAS:
INTERNAL 62 m2
COVERED TERRACE 6 m2
COVERED CARPORT 15 m2

TYPE 6
3 BED, GARAGE + CARPORT
LOWER FLOOR PLAN
AREAS:
INTERNAL 62 m2
COVERED TERRACE 6 m2
COVERED CARPORT 15 m2

TYPE 5
3 BED, DOUBLE GARAGE
LOWER FLOOR PLAN
AREAS:
INTERNAL 79 m2
COVERED TERRACE 6 m2

PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL
Application No.: MCU201700624
Dated: 19 December 2017
Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

TYPE C 4-PLEX



TYPE 2

3 BED, DOUBLE GARAGE
UPPER FLOOR PLAN

AREAS:
INTERNAL 78 m²

TYPE 6

3 BED, GARAGE + CARPORT
UPPER FLOOR PLAN

AREAS:
INTERNAL 76 m²

TYPE 6

3 BED, GARAGE + CARPORT
UPPER FLOOR PLAN

AREAS:
INTERNAL 76 m²

TYPE 5

3 BED, DOUBLE GARAGE
UPPER FLOOR PLAN

AREAS:
INTERNAL 78 m²

PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No: MCU201700624

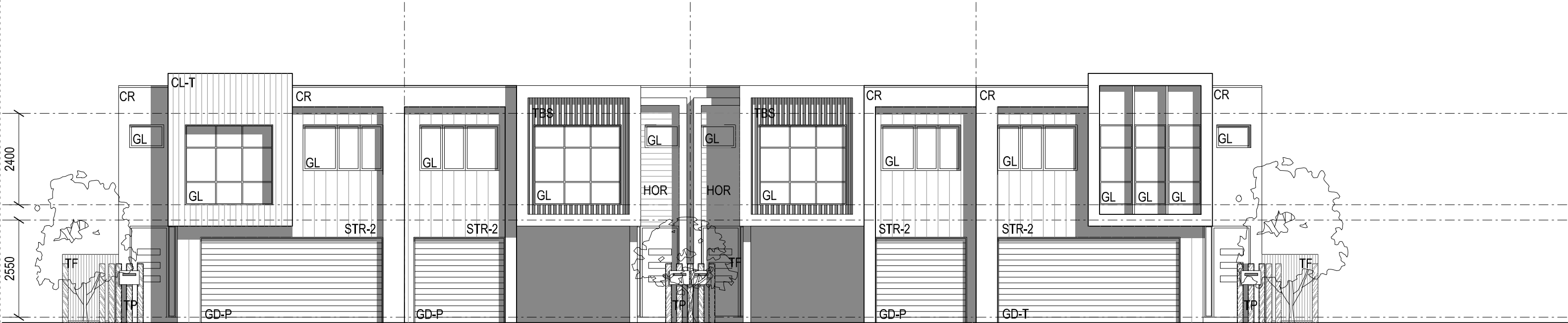
Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

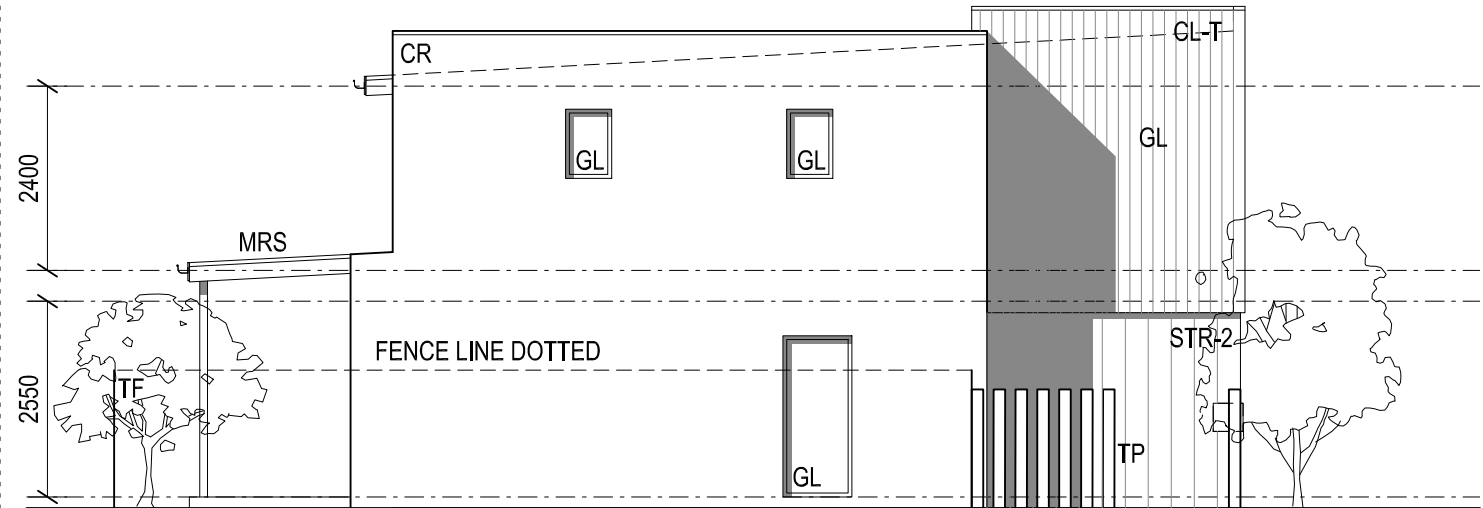
MATERIAL LEGEND

BAL	GLASS BALUSTRADE
CR	PAINTED CEMENT RENDER FINISH
GL	BLACK POWDERCOATED ALUMINIUM WINDOW FRAMES
TP	HARDWOOD TIMBER POST
TF	TIMBER FENCING
GD-T	TILT-PANEL GARGAE DOOR - TIMBER LOOK
GD-P	TILT-PANEL GARGAE DOOR - POWDERCOATED
CL-T	150mm VERTICAL TIMBER CLADDING
TBS	70 x 100 TIMBER BATTENS ON PLY
STR-1	AXON STRIA SMOOTH VERTICAL CLADDING - JOINTS AT 400 CENTRES
STR-2	AXON STRIA WOOD GRAINED VERTICAL CLADDING - JOINTS AT 133 CENTRES
FMS	FETAURE METAL LASER CUT SCREENING - VARIOUS DESIGNS IN WHITE
HOR	150mm HORIZONTAL BOARDS

TYPE C
4-PLEX



STREET ELEVATION



SIDE ELEVATION

PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No.: MCU201700624

Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

MATERIAL LEGEND

BAL	GLASS BALUSTRADE
CR	PAINTED CEMENT RENDER FINISH
GL	BLACK POWDERCOATED ALUMINIUM WINDOW FRAMES
TP	HARDWOOD TIMBER POST
TF	TIMBER FENCING
GD-T	TILT-PANEL GARGAE DOOR - TIMBER LOOK
GD-P	TILT-PANEL GARGAE DOOR - POWDERCOATED
CL-T	150mm VERTICAL TIMBER CLADDING
TBS	70 x 100 TIMBER BATTENS ON PLY
STR-1	AXON STRIA SMOOTH VERTICAL CLADDING - JOINTS AT 400 CENTRES
STR-2	AXON STRIA WOOD GRAINED VERTICAL CLADDING - JOINTS AT 133 CENTRES
FMS	FETAURE METAL LASER CUT SCREENING - VARIOUS DESIGNS IN WHITE
HOR	150mm HORIZONTAL BOARDS

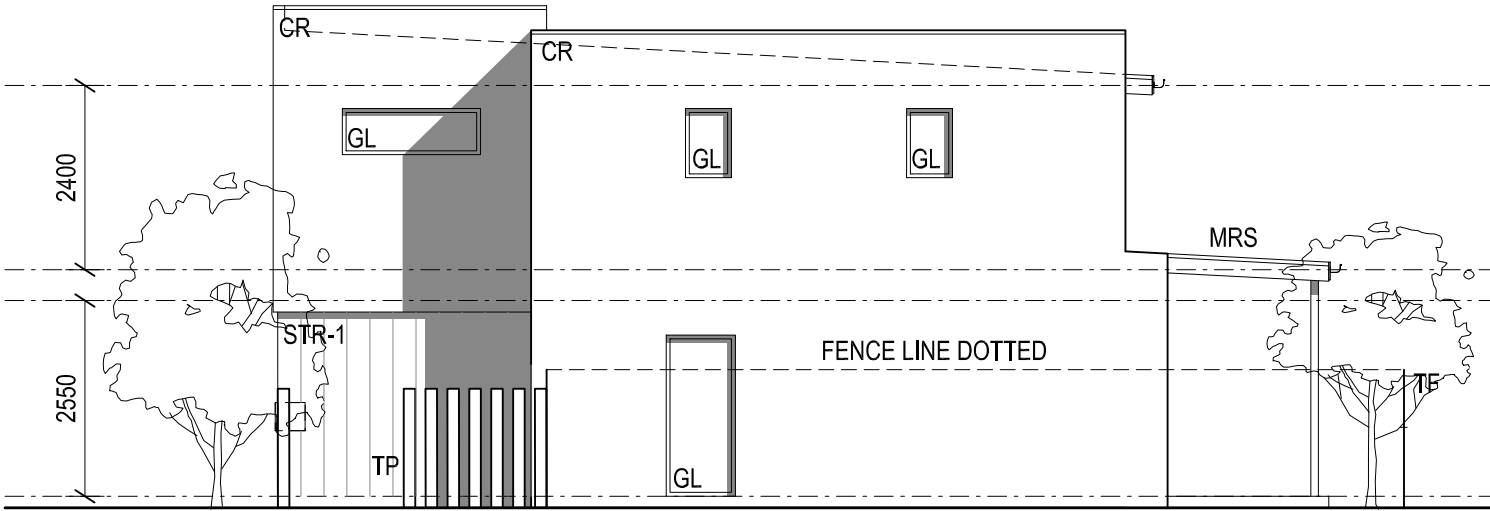
PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No: MCU201700624

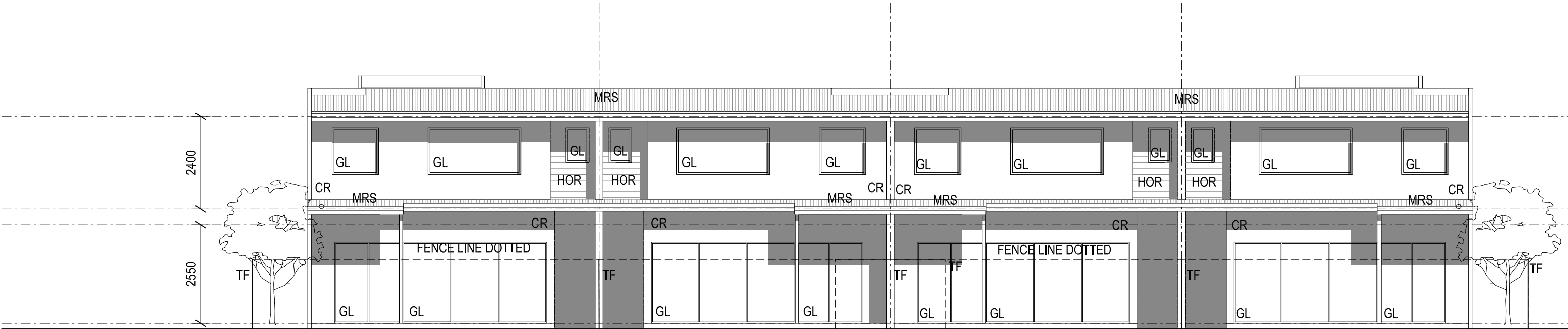
Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

TYPE C
4-PLEX











SIDE ELEVATION



REAR ELEVATION

TYPE D 4-PLEX

	SOFT LANDSCAPE	34 m2		SOFT LANDSCAPE	17 m2		SOFT LANDSCAPE	17 m2		SOFT LANDSCAPE	34 m2
	HARD LANDSCAPE	17 m2		HARD LANDSCAPE	36 m2		HARD LANDSCAPE	36 m2		HARD LANDSCAPE	17 m2



TYPE 8

4 BED, DOUBLE GARAGE
LOWER FLOOR PLAN

AREAS:
INTERNAL 79 m2
COVERED TERRACE 6 m2

TYPE 7

3 BED, GARAGE + CARPORT
LOWER FLOOR PLAN

AREAS:
INTERNAL 62 m2
COVERED TERRACE 6 m2
COVERED CARPORT 15 m2

TYPE 7

3 BED, GARAGE + CARPORT
LOWER FLOOR PLAN

AREAS:
INTERNAL 62 m2
COVERED TERRACE 6 m2
COVERED CARPORT 15 m2

TYPE 1

4 BED, DOUBLE GARAGE, BALCONY
LOWER FLOOR PLAN

AREAS:
INTERNAL 79 m2
COVERED TERRACE 6 m2

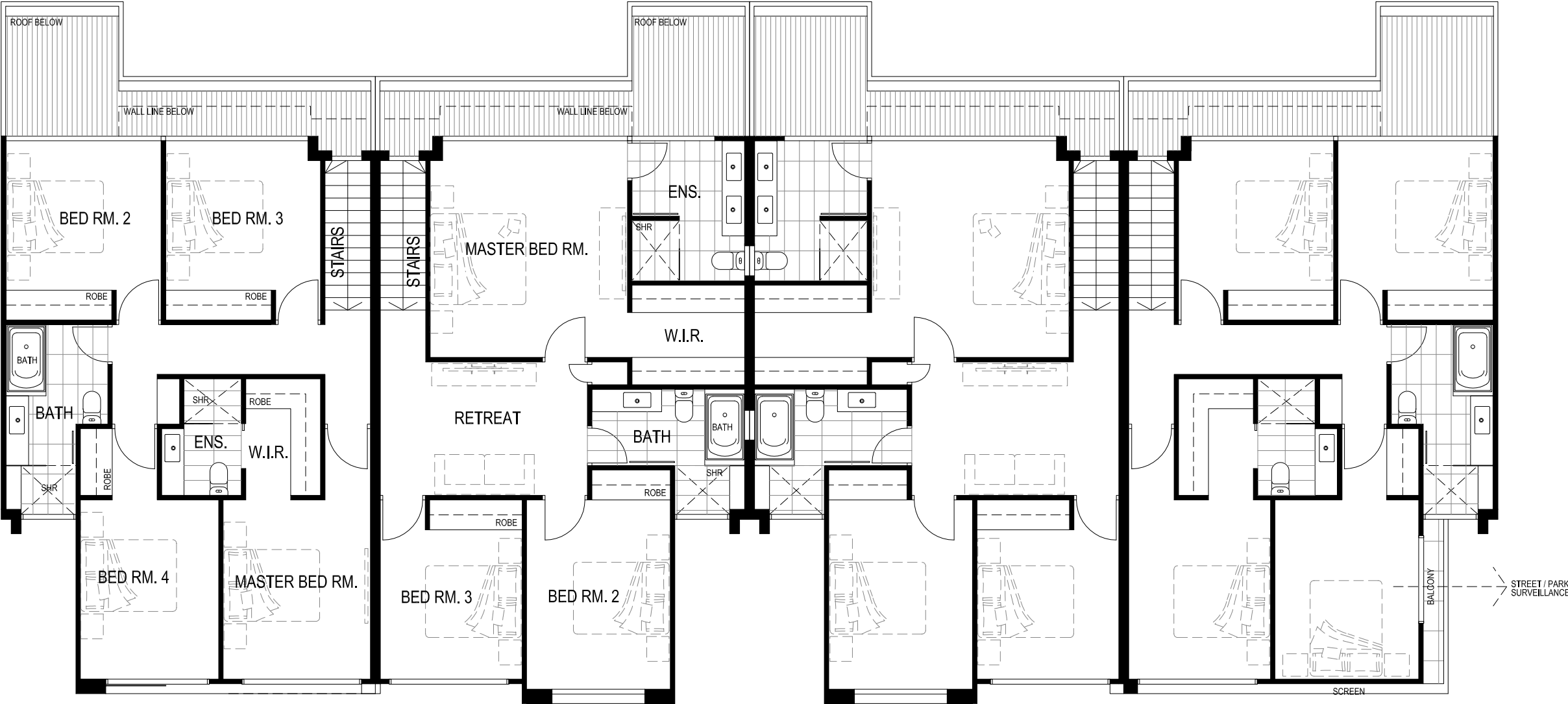
PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No: MCU201700624

Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

TYPE D 4-PLEX



TYPE 8

4 BED, DOUBLE GARAGE
UPPER FLOOR PLAN

AREAS:
INTERNAL 78 m2

TYPE 7

3 BED, GARAGE + CARPORT
UPPER FLOOR PLAN

AREAS:
INTERNAL 78 m2

TYPE 7

3 BED, GARAGE + CARPORT
UPPER FLOOR PLAN

AREAS:
INTERNAL 78 m2

TYPE 1

4 BED, DOUBLE GARAGE, BALCONY
UPPER FLOOR PLAN

AREAS:
INTERNAL 78 m2
BALCONY 2 m2

PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No.: MCU201700624

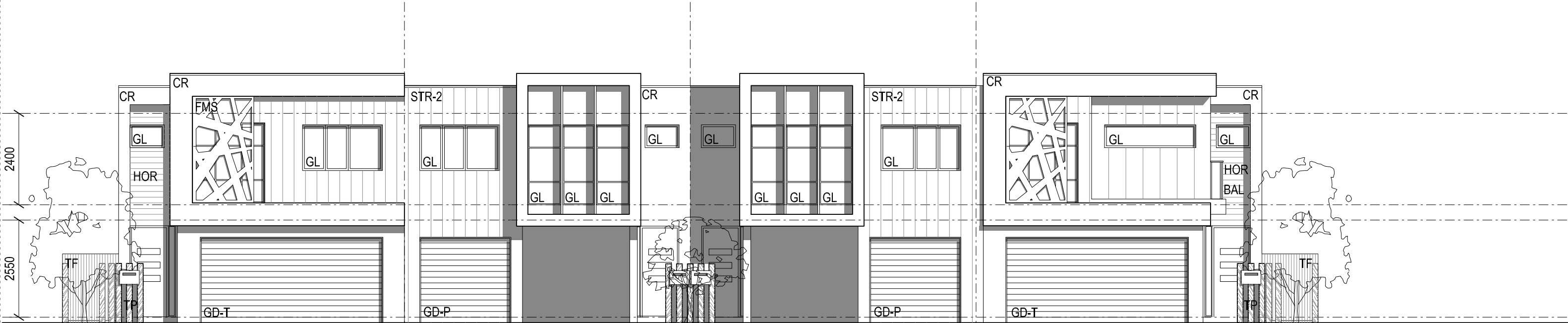
Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

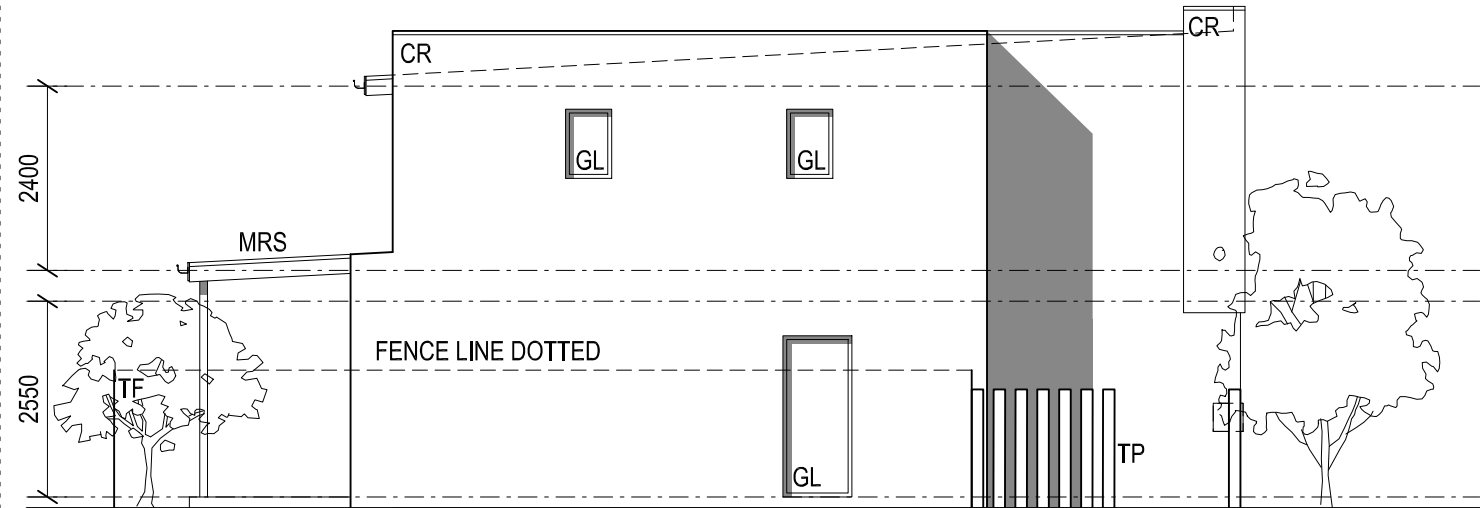
MATERIAL LEGEND

BAL	GLASS BALUSTRADE
CR	PAINTED CEMENT RENDER FINISH
GL	BLACK POWDERCOATED ALUMINIUM WINDOW FRAMES
TP	HARDWOOD TIMBER POST
TF	TIMBER FENCING
GD-T	TILT-PANEL GARGAE DOOR - TIMBER LOOK
GD-P	TILT-PANEL GARGAE DOOR - POWDERCOATED
CL-T	150mm VERTICAL TIMBER CLADDING
TBS	70 x 100 TIMBER BATTENS ON PLY
STR-1	AXON STRIA SMOOTH VERTICAL CLADDING - JOINTS AT 400 CENTRES
STR-2	AXON STRIA WOOD GRAINED VERTICAL CLADDING - JOINTS AT 133 CENTRES
FMS	FETAURE METAL LASER CUT SCREENING - VARIOUS DESIGNS IN WHITE
HOR	150mm HORIZONTAL BOARDS

TYPE D
4-PLEX



STREET ELEVATION



SIDE ELEVATION

PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No: MCU201700624

Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

MATERIAL LEGEND

BAL	GLASS BALUSTRADE
CR	PAINTED CEMENT RENDER FINISH
GL	BLACK POWDERCOATED ALUMINIUM WINDOW FRAMES
TP	HARDWOOD TIMBER POST
TF	TIMBER FENCING
GD-T	TILT-PANEL GARGAE DOOR - TIMBER LOOK
GD-P	TILT-PANEL GARGAE DOOR - POWDERCOATED
CL-T	150mm VERTICAL TIMBER CLADDING
TBS	70 x 100 TIMBER BATTENS ON PLY
STR-1	AXON STRIA SMOOTH VERTICAL CLADDING - JOINTS AT 400 CENTRES
STR-2	AXON STRIA WOOD GRAINED VERTICAL CLADDING - JOINTS AT 133 CENTRES
FMS	FETAURE METAL LASER CUT SCREENING - VARIOUS DESIGNS IN WHITE
HOR	150mm HORIZONTAL BOARDS

PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No...MCU201700624

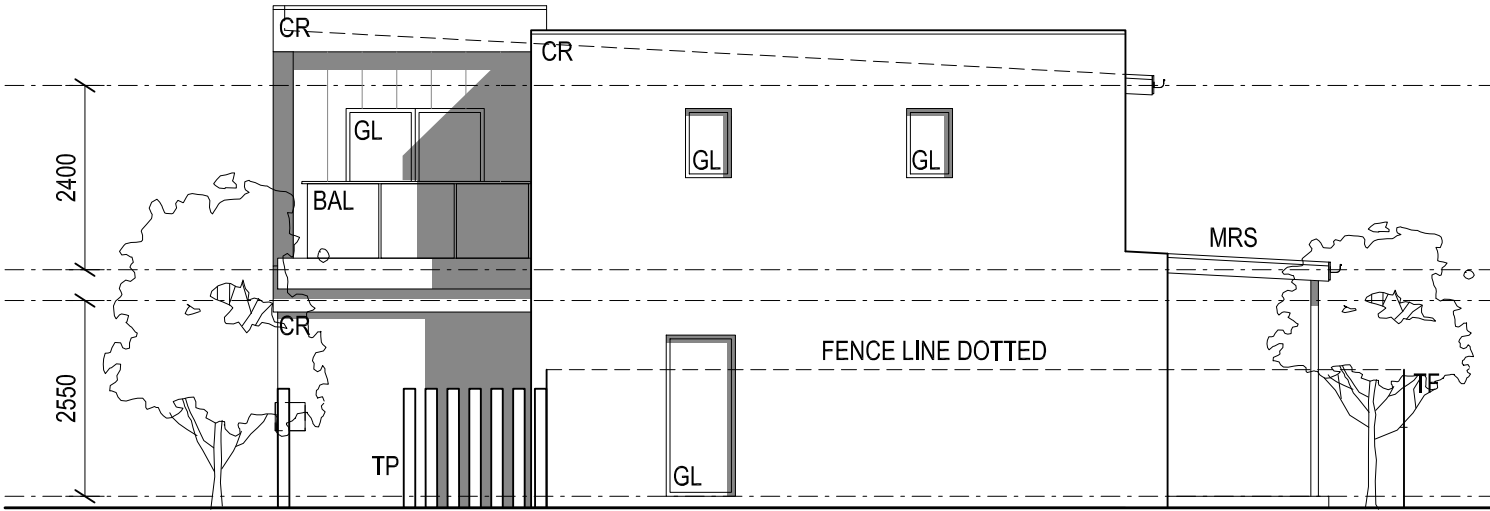
Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

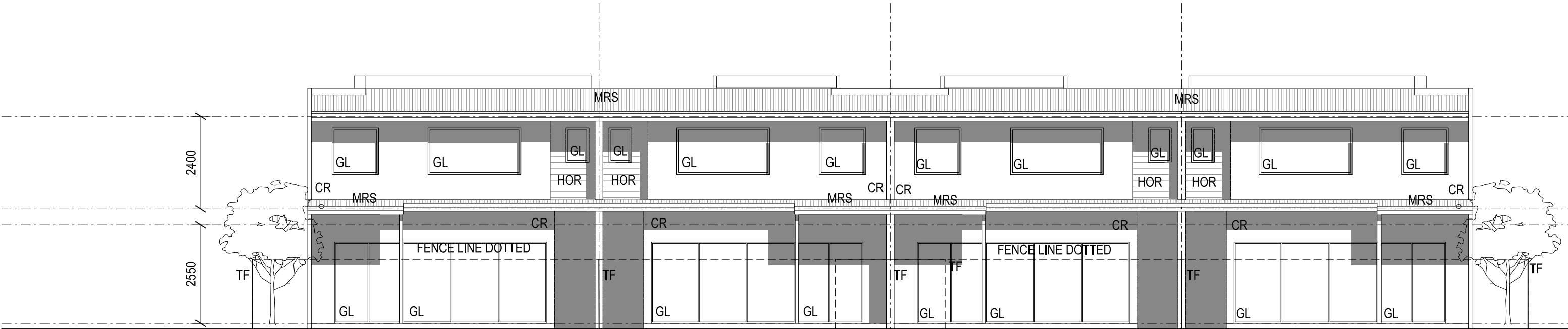
TYPE D 4-PLEX - ELEVATIONS

DA D.04

TYPE D
4-PLEX















SIDE ELEVATION

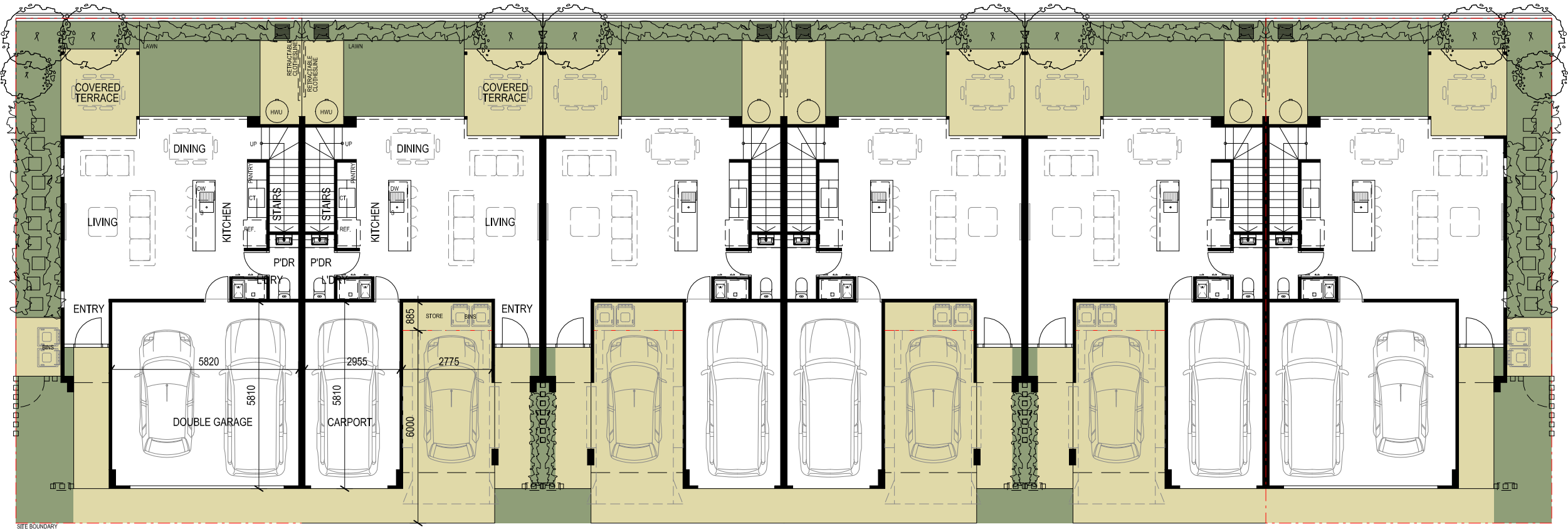


REAR ELEVATION

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

TYPE E 6-PLEX

 SOFT LANDSCAPE	34 m2	 SOFT LANDSCAPE	17 m2	 SOFT LANDSCAPE	17 m2	 SOFT LANDSCAPE	17 m2	 SOFT LANDSCAPE	17 m2	 SOFT LANDSCAPE	34 m2
 HARD LANDSCAPE	17 m2	 HARD LANDSCAPE	36 m2	 HARD LANDSCAPE	36 m2	 HARD LANDSCAPE	36 m2	 HARD LANDSCAPE	36 m2	 HARD LANDSCAPE	17 m2



TYPE 2
3 BED, DOUBLE GARAGE
LOWER FLOOR PLAN
AREAS:
INTERNAL 79 m2
COVERED TEARRCE 6 m2

TYPE 7
3 BED, GARAGE + CARPORT
LOWER FLOOR PLAN
AREAS:
INTERNAL 62 m2
COVERED TEARRCE 6 m2
COVERED CARPORT 15 m2

TYPE 6
3 BED, GARAGE + CARPORT
LOWER FLOOR PLAN
AREAS:
INTERNAL 62 m2
COVERED TEARRCE 6 m2
COVERED CARPORT 15 m2

TYPE 6
3 BED, GARAGE + CARPORT
LOWER FLOOR PLAN
AREAS:
INTERNAL 62 m2
COVERED TEARRCE 6 m2
COVERED CARPORT 15 m2

TYPE 7
3 BED, GARAGE + CARPORT
LOWER FLOOR PLAN
AREAS:
INTERNAL 62 m2
COVERED TEARRCE 6 m2
COVERED CARPORT 15 m2

TYPE 3
3 BED, DOUBLE GARAGE
LOWER FLOOR PLAN
AREAS:
INTERNAL 79 m2
COVERED TEARRCE 6 m2

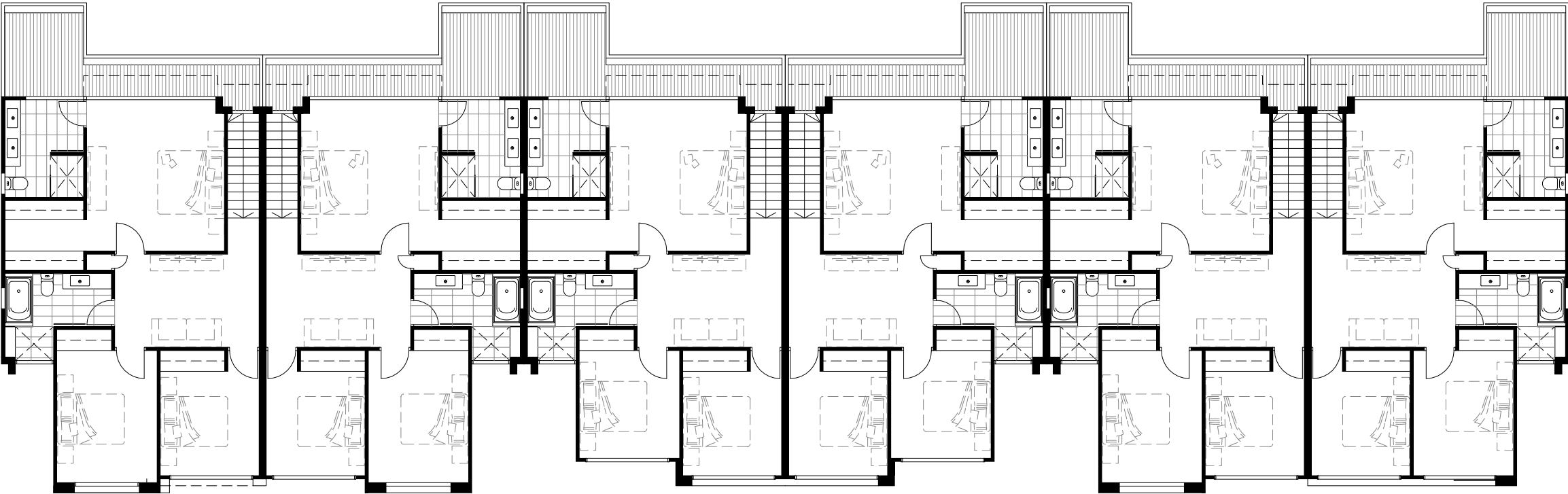
TYPE E 6-PLEX

PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No: MCU201700624

Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies



TYPE 2
3 BED, DOUBLE GARAGE
UPPER FLOOR PLAN
AREAS:
INTERNAL 78 m2

TYPE 7
3 BED, GARAGE + CARPORT
UPPER FLOOR PLAN
AREAS:
INTERNAL 78 m2

TYPE 6
3 BED, GARAGE + CARPORT
UPPER FLOOR PLAN
AREAS:
INTERNAL 76 m2

TYPE 6
3 BED, GARAGE + CARPORT
UPPER FLOOR PLAN
AREAS:
INTERNAL 76 m2

TYPE 7
3 BED, GARAGE + CARPORT
UPPER FLOOR PLAN
AREAS:
INTERNAL 78 m2

TYPE 3
3 BED, DOUBLE GARAGE
UPPER FLOOR PLAN
AREAS:
INTERNAL 78 m2

MATERIAL LEGEND

BAL	GLASS BALUSTRADE
CR	PAINTED CEMENT RENDER FINISH
GL	BLACK POWDERCOATED ALUMINIUM WINDOW FRAMES
TP	HARDWOOD TIMBER POST
TF	TIMBER FENCING
GD-T	TILT-PANEL GARGAE DOOR - TIMBER LOOK
GD-P	TILT-PANEL GARGAE DOOR - POWDERCOATED
CL-T	150mm VERTICAL TIMBER CLADDING
TBS	70 x 100 TIMBER BATTENS ON PLY
STR-1	AXON STRIA SMOOTH VERTICAL CLADDING - JOINTS AT 400 CENTRES
STR-2	AXON STRIA WOOD GRAINED VERTICAL CLADDING - JOINTS AT 133 CENTRES
FMS	FETAURE METAL LASER CUT SCREENING - VARIOUS DESIGNS IN WHITE
HOR	150mm HORIZONTAL BOARDS

PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No:.....MCU201700624

Dated:19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

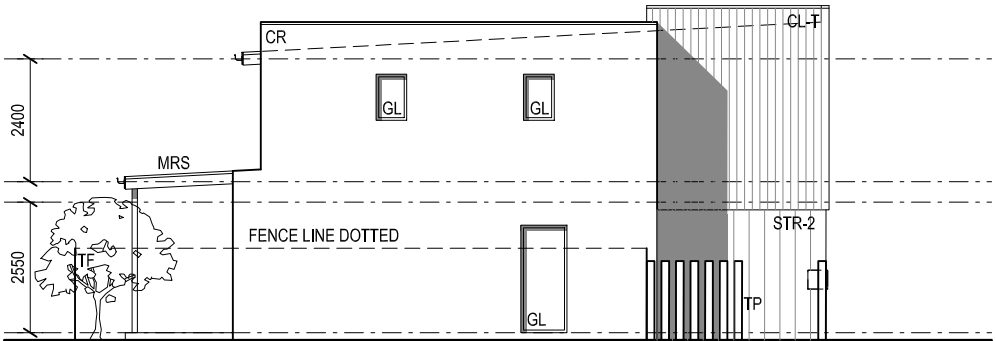
TYPE E 6-PLEX - ELEVATIONS

DA E.03

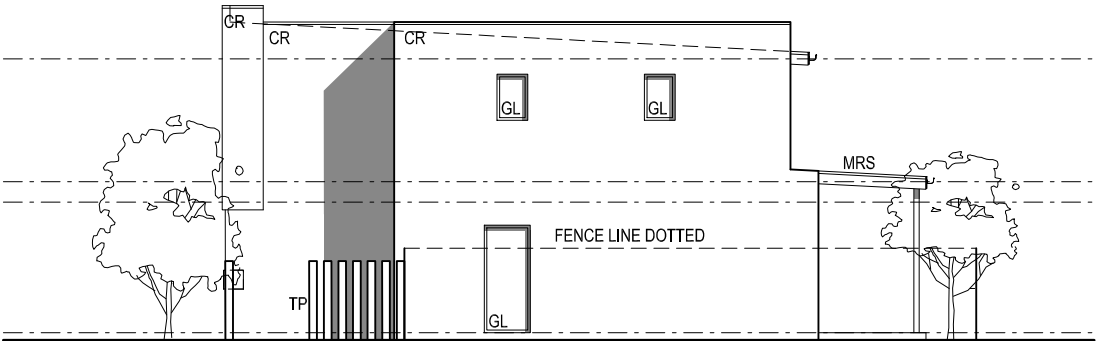
TYPE E
6-PLEX



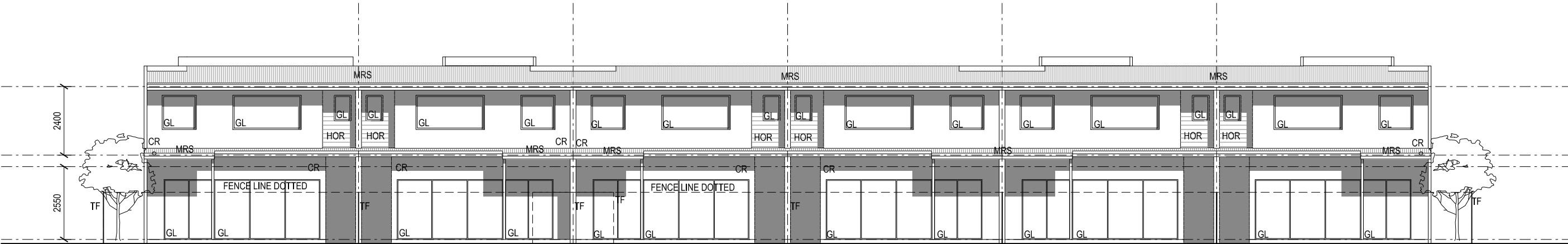
STREET ELEVATION



SIDE ELEVATION



SIDE ELEVATION



REAR ELEVATION

5-PLEX TYPE F

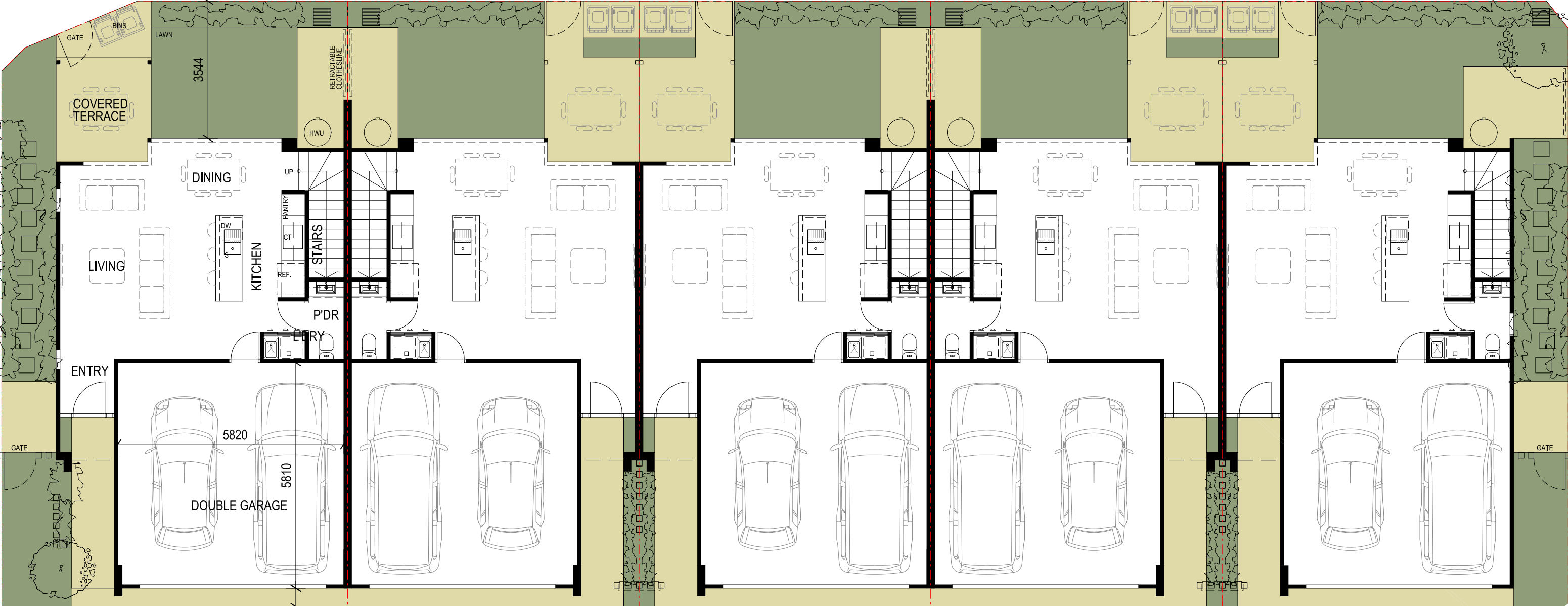
PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No: MCU201700624

Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

<div></div> SOFT LANDSCAPE39 m2	<div></div> SOFT LANDSCAPE14 m2	<div></div> SOFT LANDSCAPE14 m2	<div></div> SOFT LANDSCAPE40 m2
<div></div> HARD LANDSCAPE29 m2	<div></div> HARD LANDSCAPE32 m2	<div></div> HARD LANDSCAPE27 m2	<div></div> HARD LANDSCAPE31 m2



TYPE 1 4 BED, DOUBLE GARAGE, BALCONY LOWER FLOOR PLAN AREAS: INTERNAL 79 m2 COVERED TERRACE 6 m2	TYPE 4 3 BED, DOUBLE GARAGE LOWER FLOOR PLAN AREAS: INTERNAL 62 m2 COVERED TERRACE 6 m2	TYPE 4 3 BED, DOUBLE GARAGE LOWER FLOOR PLAN AREAS: INTERNAL 62 m2 COVERED TERRACE 6 m2	TYPE 4 3 BED, DOUBLE GARAGE LOWER FLOOR PLAN AREAS: INTERNAL 62 m2 COVERED TERRACE 6 m2	TYPE 1 4 BED, DOUBLE GARAGE, BALCONY LOWER FLOOR PLAN AREAS: INTERNAL 79 m2 COVERED TERRACE 6 m2
--	---	---	---	--

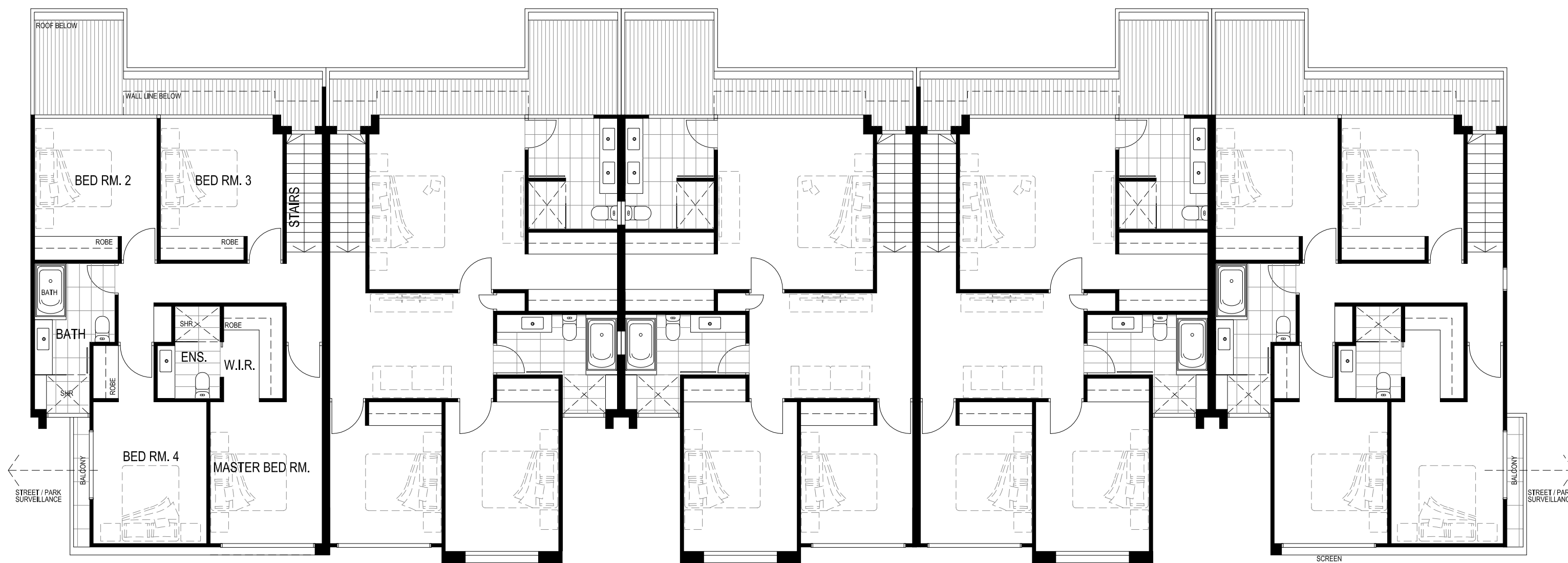
PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No: MCU201700624

Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

TYPE F 5-PLEX



TYPE 1
4 BED, DOUBLE GARAGE, BALCONY
LOWER FLOOR PLAN
AREAS:
INTERNAL 78 m2
BALCONY 2 m2

TYPE 4
3 BED, DOUBLE GARAGE
LOWER FLOOR PLAN
AREAS:
INTERNAL 78 m2

TYPE 4
3 BED, DOUBLE GARAGE
LOWER FLOOR PLAN
AREAS:
INTERNAL 78 m2

TYPE 4
3 BED, DOUBLE GARAGE
LOWER FLOOR PLAN
AREAS:
INTERNAL 78 m2

TYPE 1
4 BED, DOUBLE GARAGE, BALCONY
LOWER FLOOR PLAN
AREAS:
INTERNAL 78 m2
BALCONY 2 m2

MATERIAL LEGEND

BAL	GLASS BALUSTRADE
CR	PAINTED CEMENT RENDER FINISH
GL	BLACK POWDERCOATED ALUMINIUM WINDOW FRAMES
TP	HARDWOOD TIMBER POST
TF	TIMBER FENCING
GD-T	TILT-PANEL GARGAE DOOR - TIMBER LOOK
GD-P	TILT-PANEL GARGAE DOOR - POWDERCOATED
CL-T	150mm VERTICAL TIMBER CLADDING
TBS	70 x 100 TIMBER BATTENS ON PLY
STR-1	AXON STRIA SMOOTH VERTICAL CLADDING - JOINTS AT 400 CENTRES
STR-2	AXON STRIA WOOD GRAINED VERTICAL CLADDING - JOINTS AT 133 CENTRES
FMS	FETAURE METAL LASER CUT SCREENING - VARIOUS DESIGNS IN WHITE
HOR	150mm HORIZONTAL BOARDS

PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No: MCU201700624

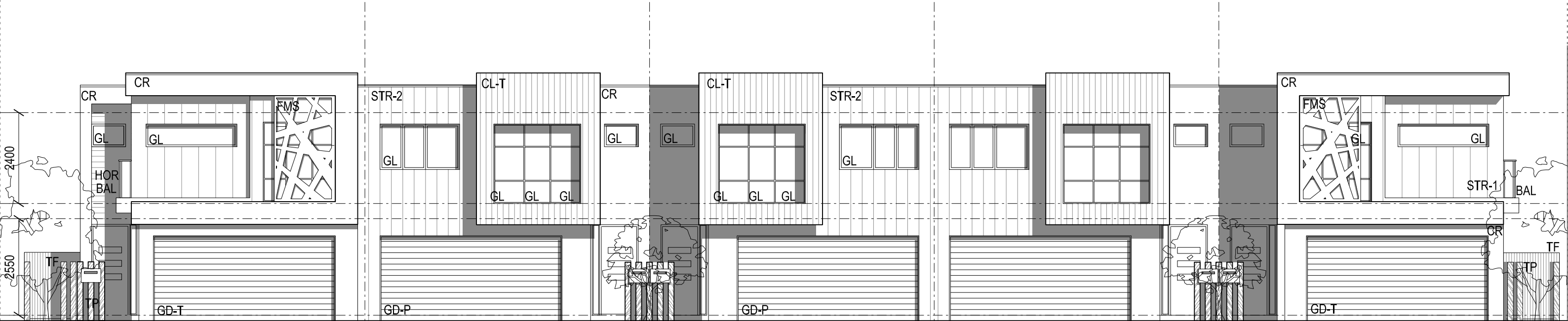
Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

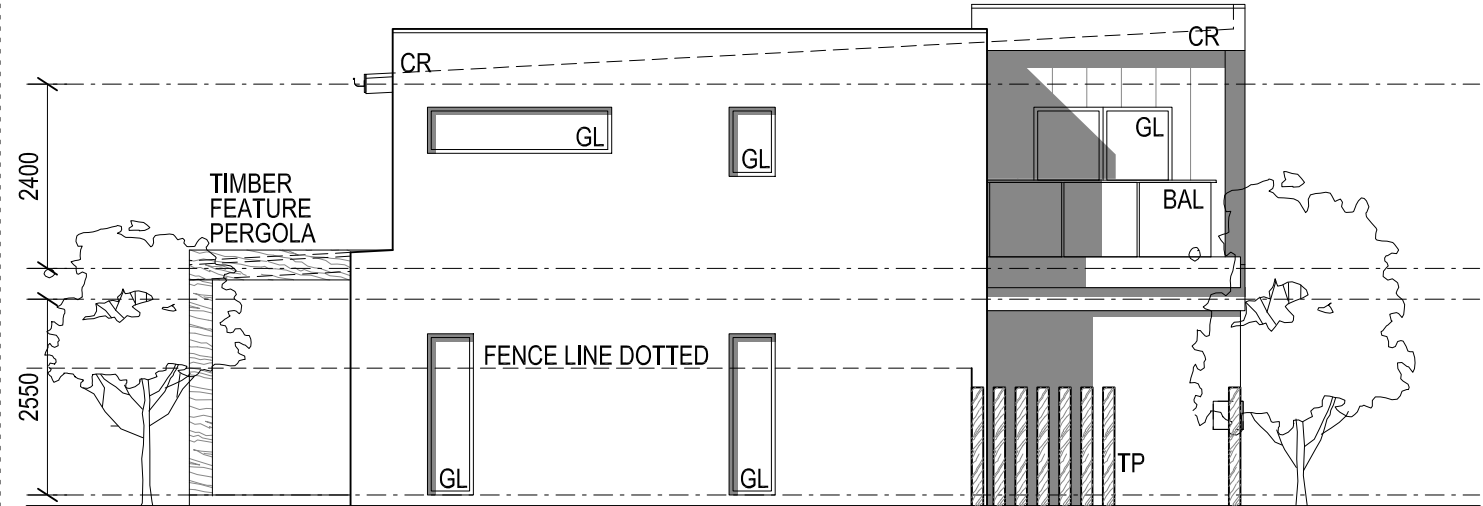
TYPE F 5-PLEX - ELEVATIONS

DA F.03

TYPE F
5-PLEX



STREET ELEVATION



SIDE ELEVATION

MATERIAL LEGEND

BAL	GLASS BALUSTRADE
CR	PAINTED CEMENT RENDER FINISH
GL	BLACK POWDERCOATED ALUMINIUM WINDOW FRAMES
TP	HARDWOOD TIMBER POST
TF	TIMBER FENCING
GD-T	TILT-PANEL GARGAE DOOR - TIMBER LOOK
GD-P	TILT-PANEL GARGAE DOOR - POWDERCOATED
CL-T	150mm VERTICAL TIMBER CLADDING
TBS	70 x 100 TIMBER BATTENS ON PLY
STR-1	AXON STRIA SMOOTH VERTICAL CLADDING - JOINTS AT 400 CENTRES
STR-2	AXON STRIA WOOD GRAINED VERTICAL CLADDING - JOINTS AT 133 CENTRES
FMS	FETAURE METAL LASER CUT SCREENING - VARIOUS DESIGNS IN WHITE
HOR	150mm HORIZONTAL BOARDS

PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No: MCU201700624

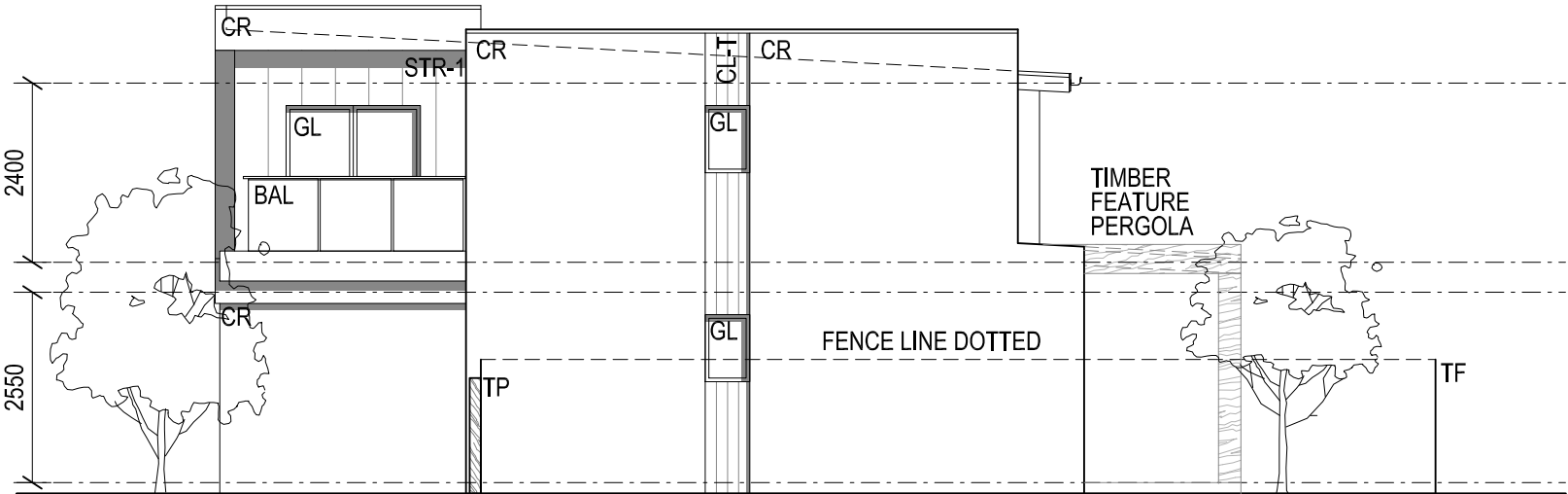
Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

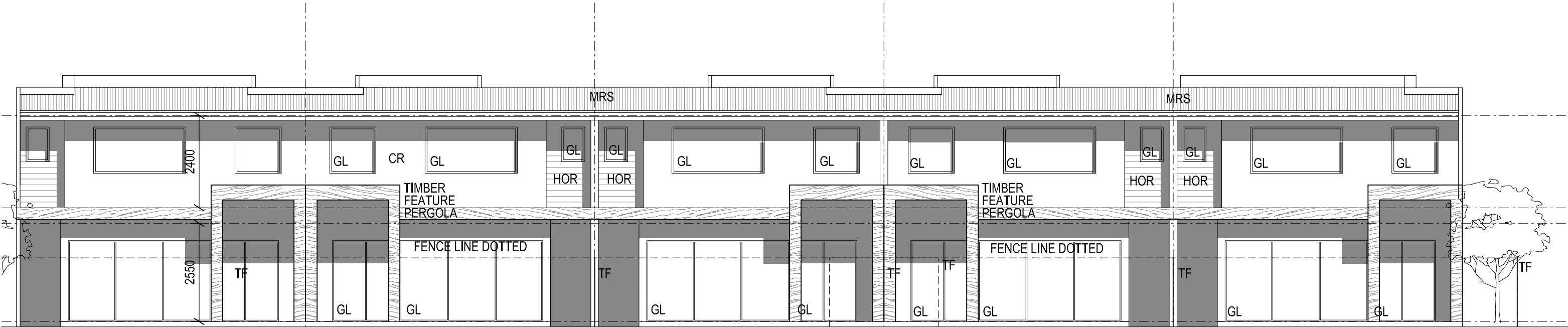
TYPE F 5-PLEX - ELEVATIONS

DA F.04

TYPE F
5-PLEX

















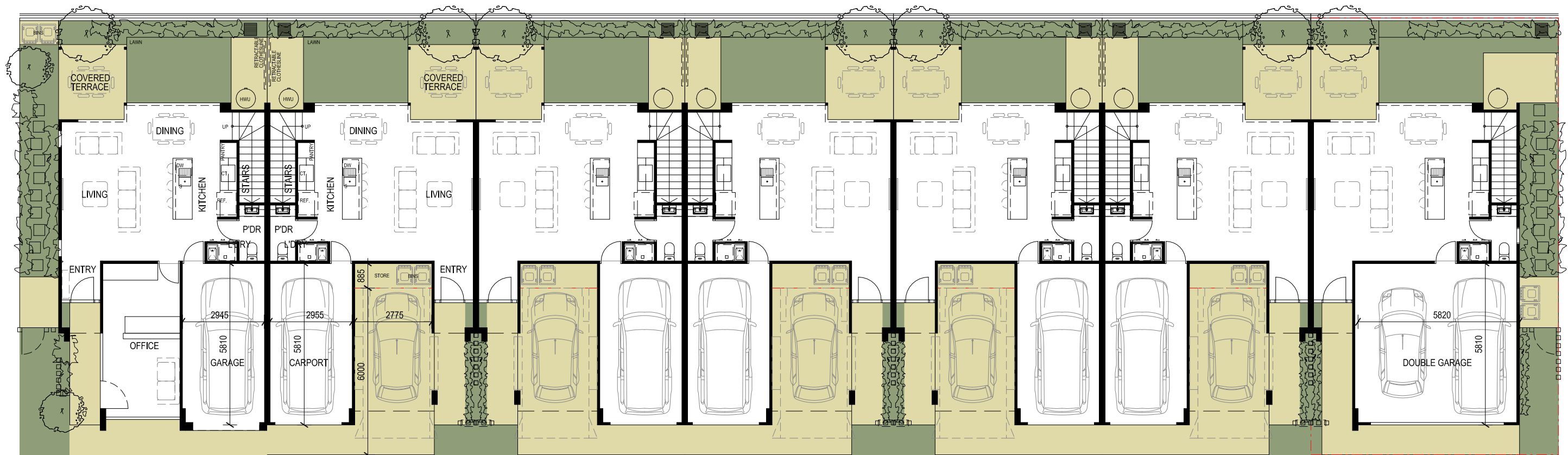
SIDE ELEVATION



REAR ELEVATION

TYPE G 7-PLEX

 SOFT LANDSCAPE	34 m2	 SOFT LANDSCAPE	17 m2	 SOFT LANDSCAPE	17 m2	 SOFT LANDSCAPE	17 m2	 SOFT LANDSCAPE	17 m2	 SOFT LANDSCAPE	17 m2	 SOFT LANDSCAPE	34 m2
 HARD LANDSCAPE	27 m2	 HARD LANDSCAPE	37 m2	 HARD LANDSCAPE	37 m2	 HARD LANDSCAPE	37 m2	 HARD LANDSCAPE	37 m2	 HARD LANDSCAPE	37 m2	 HARD LANDSCAPE	27 m2



TYPE 1
4 BED, DOUBLE GARAGE, BALCONY
LOWER FLOOR PLAN
AREAS:
INTERNAL 79 m2
COVERED TERRACE 6 m2

TYPE 7
3 BED, GARAGE + CARPORT
LOWER FLOOR PLAN
AREAS:
INTERNAL 62 m2
COVERED TERRACE 6 m2
COVERED CARPORT 15 m2

TYPE 6
3 BED, GARAGE + CARPORT
LOWER FLOOR PLAN
AREAS:
INTERNAL 62 m2
COVERED TERRACE 6 m2
COVERED CARPORT 15 m2

TYPE 6
3 BED, GARAGE + CARPORT
LOWER FLOOR PLAN
AREAS:
INTERNAL 62 m2
COVERED TERRACE 6 m2
COVERED CARPORT 15 m2

TYPE 6
3 BED, GARAGE + CARPORT
LOWER FLOOR PLAN
AREAS:
INTERNAL 62 m2
COVERED TERRACE 6 m2
COVERED CARPORT 15 m2

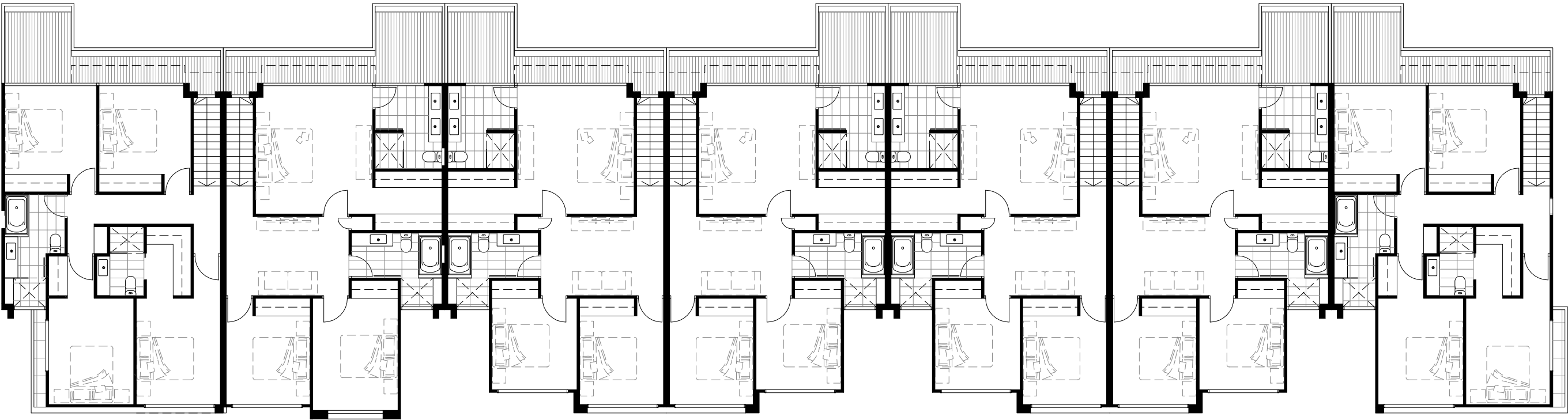
TYPE 6
3 BED, GARAGE + CARPORT
LOWER FLOOR PLAN
AREAS:
INTERNAL 62 m2
COVERED TERRACE 6 m2
COVERED CARPORT 15 m2

TYPE 1
4 BED, DOUBLE GARAGE, BALCONY
LOWER FLOOR PLAN
AREAS:
INTERNAL 79 m2
COVERED TERRACE 6 m2

MANAGER'S UNIT

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

TYPE G 7-PLEX



TYPE 1

4 BED, DOUBLE GARAGE, BALCONY
UPPER FLOOR PLAN

AREAS:
INTERNAL 78 m2
BALCONY: 2 m2

TYPE 7

3 BED, GARAGE + CARPORT
UPPER FLOOR PLAN

AREAS:
INTERNAL 78 m2

TYPE 6

3 BED, GARAGE + CARPORT
UPPER FLOOR PLAN

AREAS:
INTERNAL 76 m2

TYPE 6

3 BED, GARAGE + CARPORT
UPPER FLOOR PLAN

AREAS:
INTERNAL 76 m2

TYPE 6

3 BED, GARAGE + CARPORT
UPPER FLOOR PLAN

AREAS:
INTERNAL 76 m2

TYPE 6

3 BED, GARAGE + CARPORT
UPPER FLOOR PLAN

AREAS:
INTERNAL 76 m2

TYPE 1

4 BED, DOUBLE GARAGE, BALCONY
UPPER FLOOR PLAN

AREAS:
INTERNAL 78 m2
BALCONY: 2 m2

MATERIAL LEGEND

BAL	GLASS BALUSTRADE
CR	PAINTED CEMENT RENDER FINISH
GL	BLACK POWDERCOATED ALUMINIUM WINDOW FRAMES
TP	HARDWOOD TIMBER POST
TF	TIMBER FENCING
GD-T	TILT-PANEL GARGAE DOOR - TIMBER LOOK
GD-P	TILT-PANEL GARGAE DOOR - POWDERCOATED
CL-T	150mm VERTICAL TIMBER CLADDING
TBS	70 x 100 TIMBER BATTENS ON PLY
STR-1	AXON STRIA SMOOTH VERTICAL CLADDING - JOINTS AT 400 CENTRES
STR-2	AXON STRIA WOOD GRAINED VERTICAL CLADDING - JOINTS AT 133 CENTRES
FMS	FETAURE METAL LASER CUT SCREENING - VARIOUS DESIGNS IN WHITE
HOR	150mm HORIZONTAL BOARDS

PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No...MCU201700624

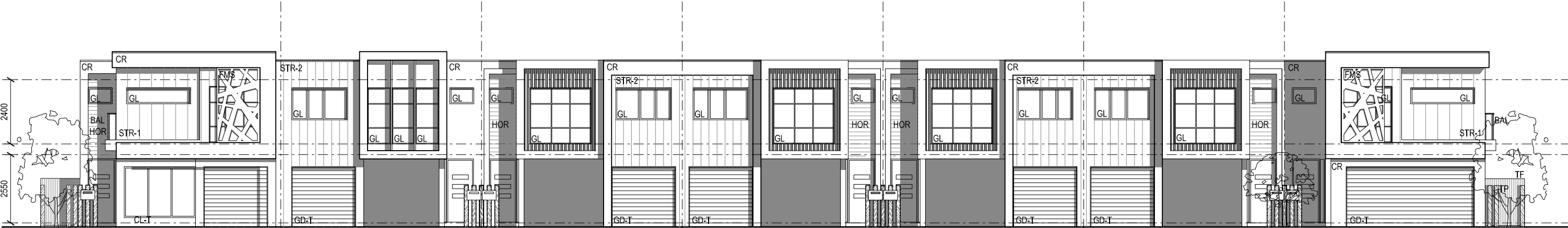
Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

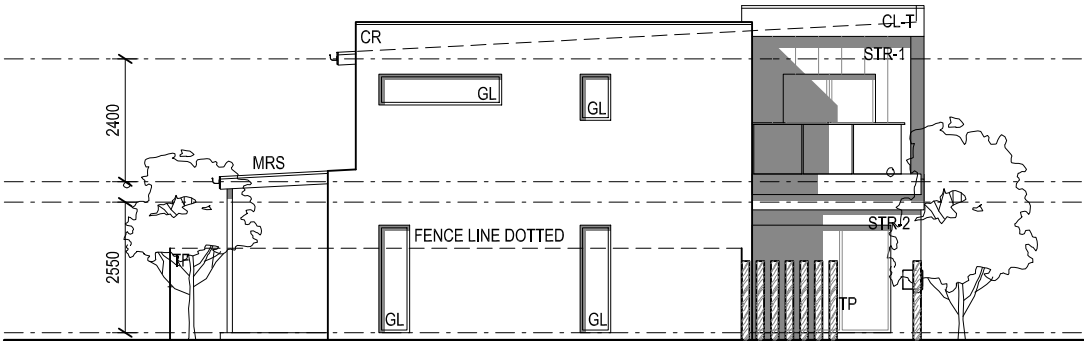
TYPE G 7-PLEX - ELEVATIONS

DA G.03

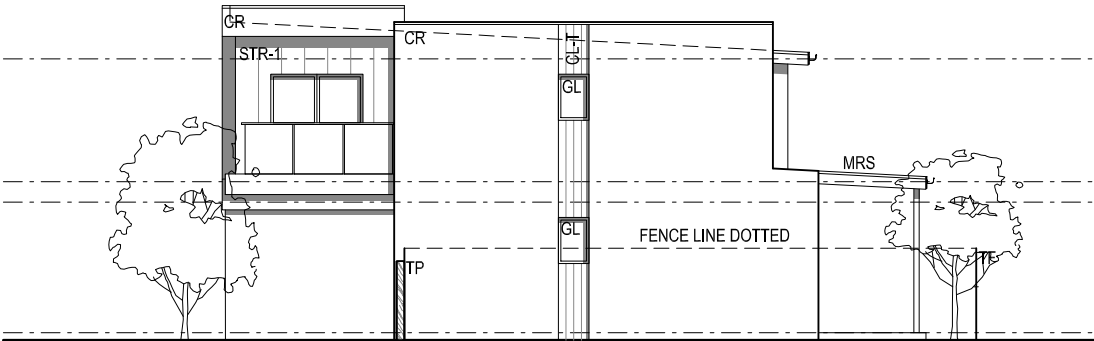
TYPE G
7-PLEX



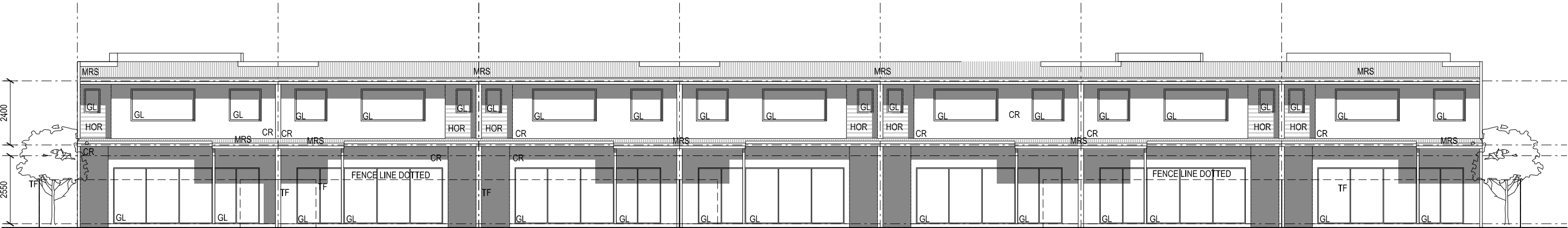
STREET ELEVATION



SIDE ELEVATION



SIDE ELEVATION



REAR ELEVATION

SECOND SCHEDULE

Site Plan

SITE DETAILS

ADDRESS 38 GAWTHERN DRIVE, PIMPAMA QLD
LOT No. LOT 16 on RP835833
PARISH PIMPAMA
COUNTY WARD

DEVELOPMENT DATA

SITE AREA 24,500 m2
YEILD 104 DWELLINGS or 1 / 235 m2
SITE COVER PER DWELLING = 84 m2
SITE COVER OVERALL = 8736 m2 or 35.7%

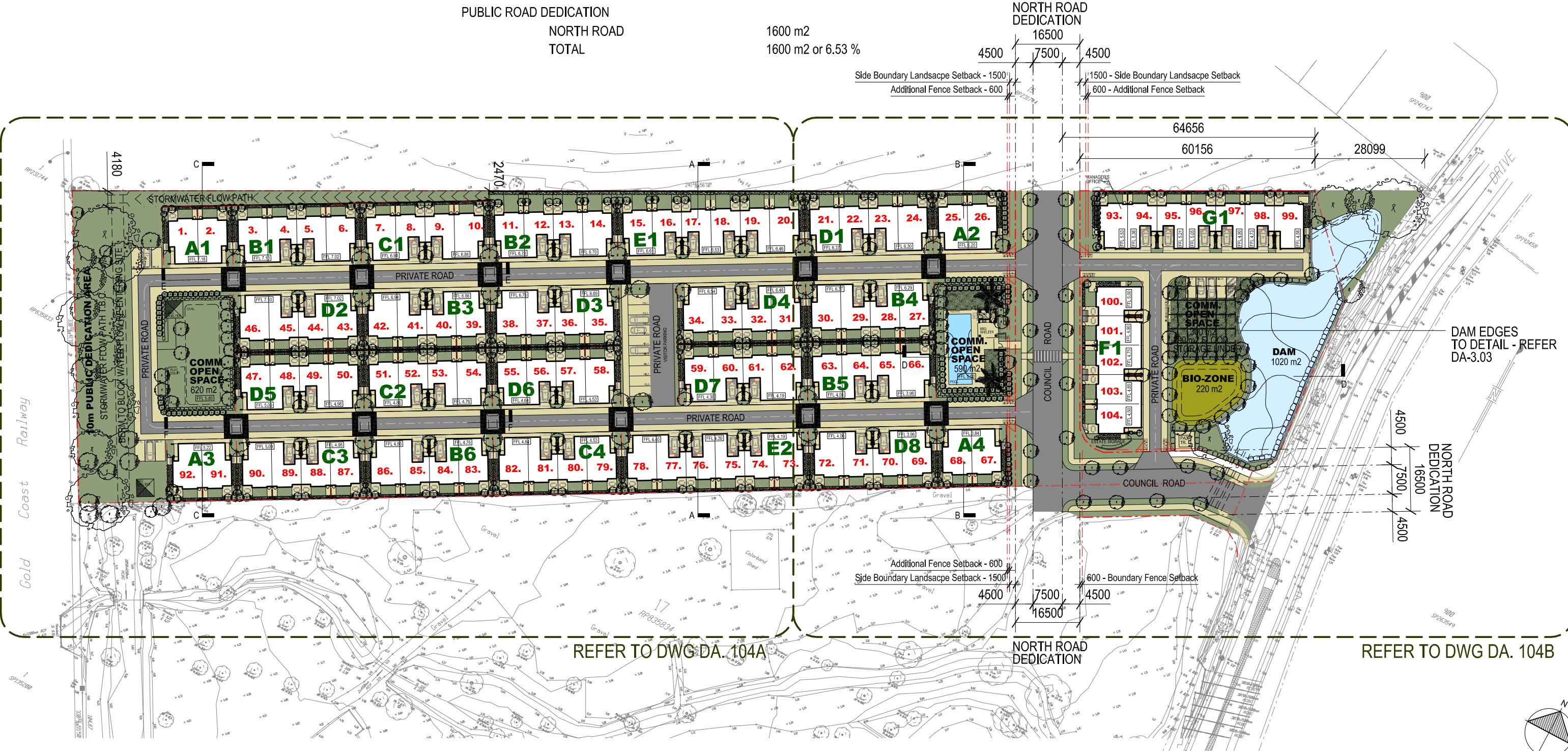
COMMUNAL OPEN SPACE

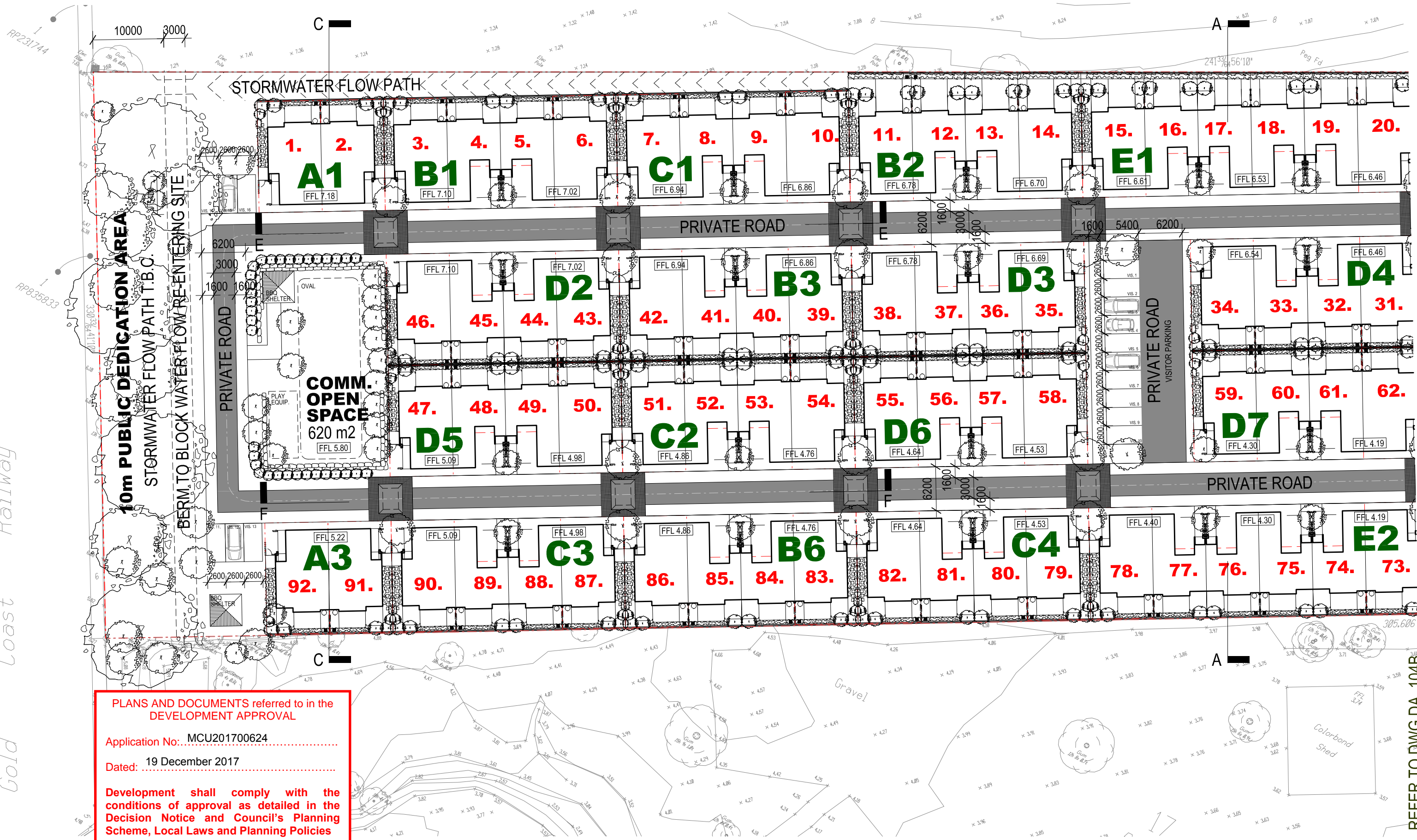
PUBLIC OPEN SPACE 1860 m2
COMM. OPEN SPACE PARK (PRIVATE) 1510 m2 or 6.16%
BIO-ZONE 220 m2 (NOTE: Flood Storage Tanks Underground)
DAM 1020 m2
TOTAL 4610 m2 or 18.8% or 44.3m2 per dwelling

PUBLIC ROAD DEDICATION

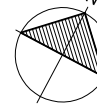
NORTH ROAD 1600 m2
TOTAL 1600 m2 or 6.53 %

PLANS AND DOCUMENTS referred to in the DEVELOPMENT APPROVAL
Application No.: MCU201700624
Dated: 19 December 2017
Development shall comply with the conditions of approval as detailed in the Decision Notice and Council's Planning Scheme, Local Laws and Planning Policies



Gold Coast
Railway

REFER TO DWG DA. 104B

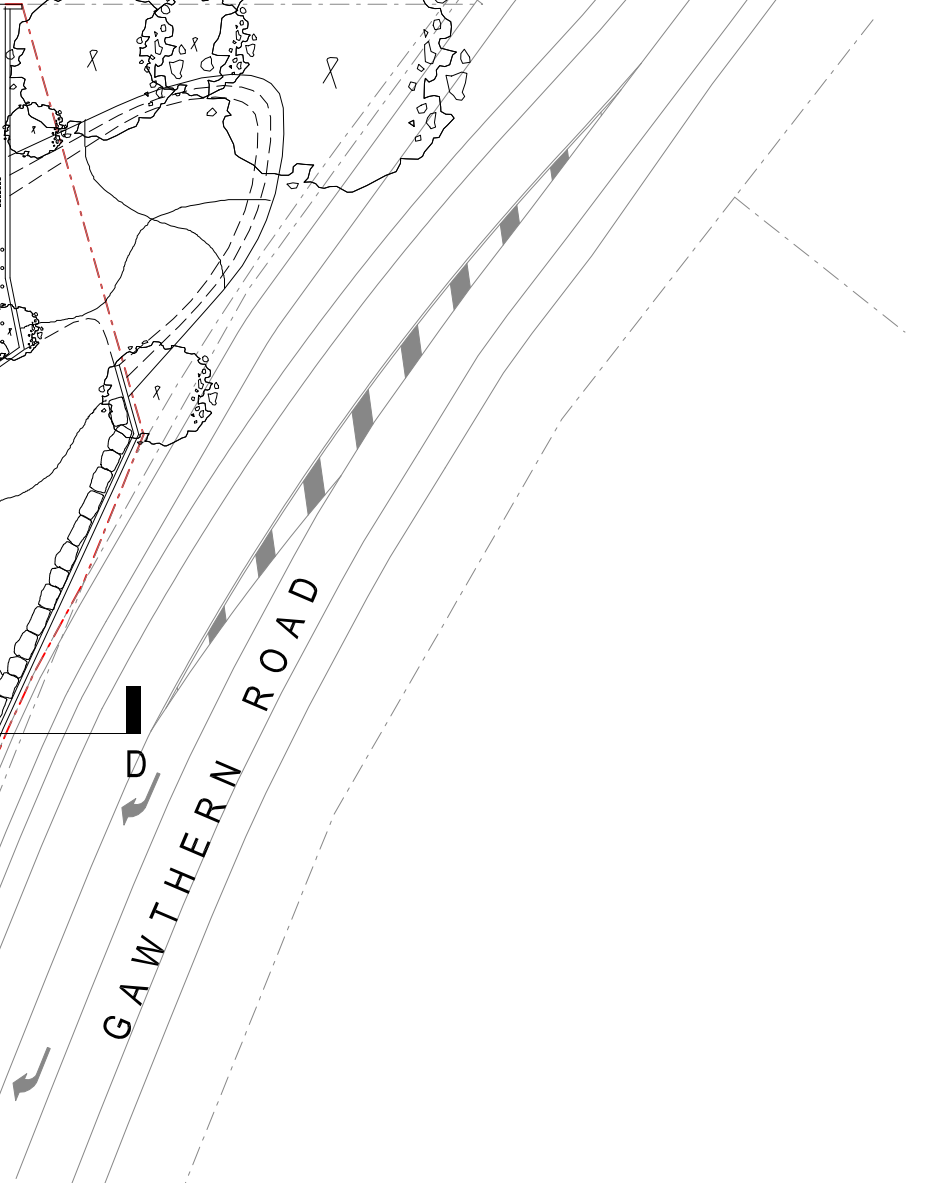
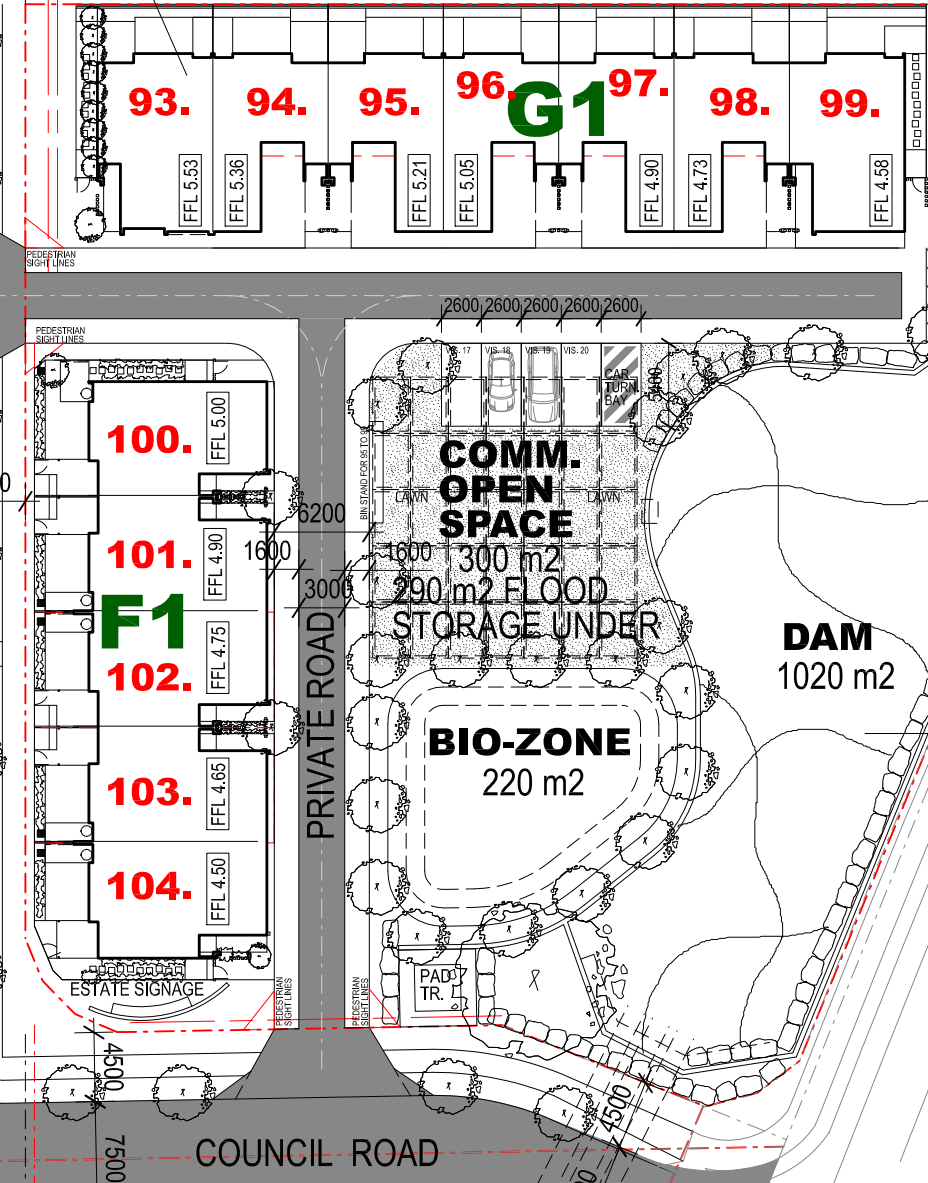
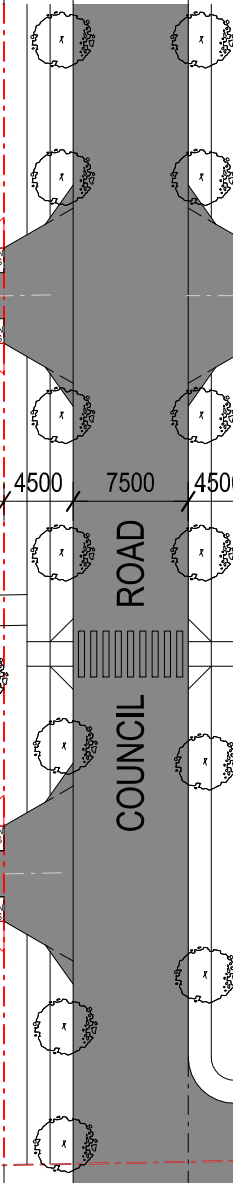
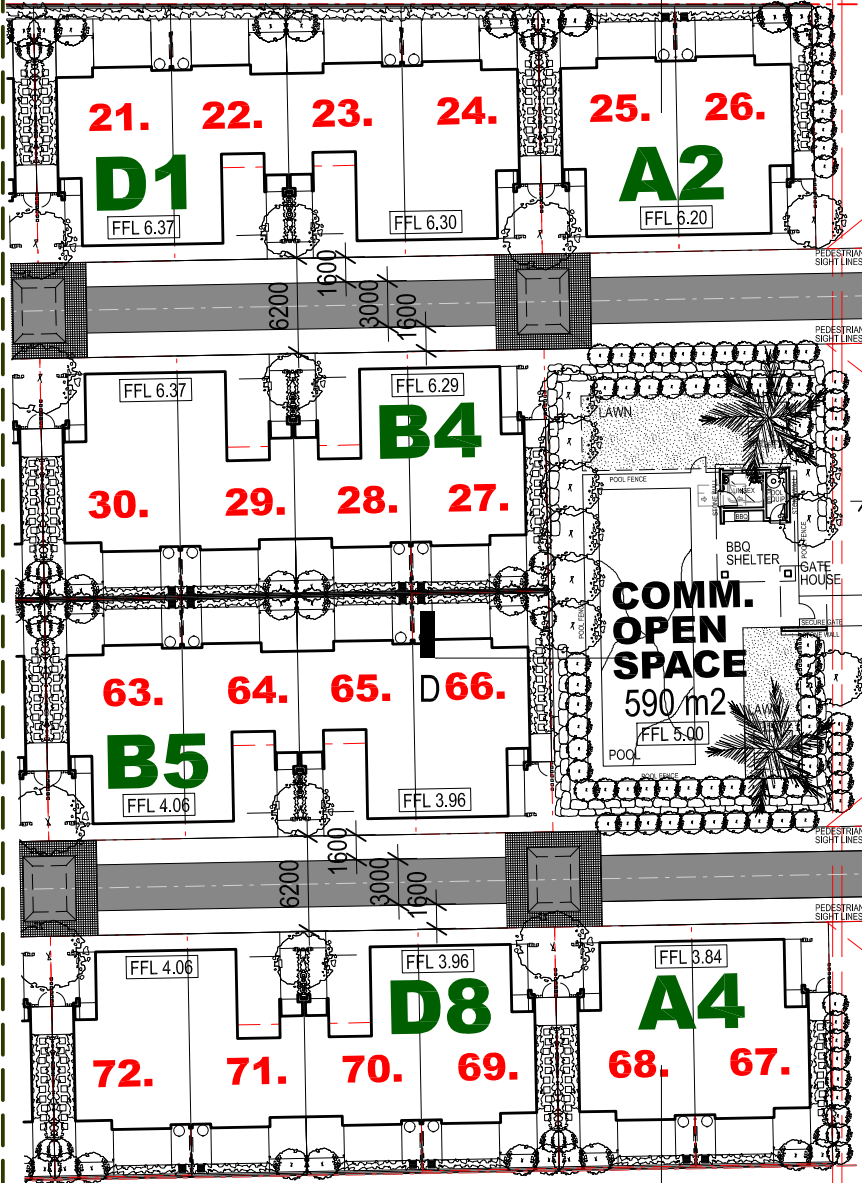


ROAD CONNECTION
-REFER TO TRAFFIC
REPORT

1500 - Side Boundary Landscape Setback
600 - Additional Fence Setback

MANAGER'S
OFFICE

B
Side Boundary Landscape Setback - 1500
Additional Fence Setback - 600



B
Additional Fence Setback - 600
Side Boundary Landscape Setback - 1500

600 - Boundary Fence Setback

ROAD INTERSECTION
-REFER TO TRAFFIC
REPORT

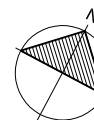
PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No: MCU201700624

Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

REFER TO DWG DA. 104A



A TYPE DWELLINGS

TYPE A1 DWELLING				
UNIT No.	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
1	4	2	-	1
2	4	2	-	-

TYPE A2 DWELLING				
UNIT No.	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
1	4	2	-	1
2	4	2	-	-

TYPE A3 DWELLING				
UNIT No.	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
1	4	2	-	1
2	4	2	-	-

TYPE A4 DWELLING				
UNIT No.	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
1	4	2	-	1
2	4	2	-	-

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
6	32	16	0	4

B TYPE DWELLINGS

TYPE B1 DWELLING				
UNIT No.	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
1	3	2	-	-
2	3	1	1	-
3	3	1	-	-
4	3	2	-	-

TYPE B2 DWELLING				
UNIT No.	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
1	3	2	-	-
2	3	1	1	-
3	3	1	-	-
4	3	2	-	-

TYPE B3 DWELLING				
UNIT No.	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
1	3	2	-	-
2	3	1	1	-
3	3	1	-	-
4	3	2	-	-

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
24	72	36	12	0

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
24	72	36	12	0

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
24	72	36	12	0

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
24	72	36	12	0

C TYPE DWELLINGS

TYPE C1 DWELLING				
UNIT No.	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
1	3	2	-	-
2	3	1	1	-
3	3	1	-	-
4	3	2	-	-

TYPE C2 DWELLING				
UNIT No.	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
1	3	2	-	-
2	3	1	1	-
3	3	1	-	-
4	3	2	-	-

TYPE C3 DWELLING				
UNIT No.	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
1	3	2	-	-
2	3	1	1	-
3	3	1	-	-
4	3	2	-	-

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
16	48	24	8	0

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
16	48	24	8	0

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
16	48	24	8	0

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
16	48	24	8	0

D TYPE DWELLINGS

TYPE D1 DWELLING				
UNIT No.	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
1	4	2	-	1
2	3	1	1	-
3	3	1	-	-
4	4	2	-	-

TYPE D2 DWELLING				
UNIT No.	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
1	4	2	-	1
2	3	1	1	-
3	3	1	-	-
4	4	2	-	-

TYPE D3 DWELLING				
UNIT No.	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
1	4	2	-	1
2	3	1	1	-
3	3	1	-	-
4	4	2	-	-

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
12	36	16	8	0

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
12	36	16	8	0

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
12	36	16	8	0

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
12	36	16	8	0

E TYPE DWELLINGS

TYPE E1 DWELLING				
UNIT No.	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
1	3	2	-	-
2	3	1	1	-
3	3	1	-	-
4	3	1	-	-
5	3	1	1	-
6	3	2	-	-

TYPE E2 DWELLING				
UNIT No.	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
1	3	2	-	-
2	3	1	1	-
3	3	1	-	-
4	3	1	-	-
5	3	1	1	-
6	3	2	-	-

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
12	36	16	8	0

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
12	36	16	8	0

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
12	36	16	8	0

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
12	36	16	8	0

F TYPE DWELLINGS

TYPE F1 DWELLING				
UNIT No.	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
1	4	2	-	1
2	3	2	-	-
3	3	2	-	-
4	3	2	-	-
5	4	2	-	1

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
5	17	10	0	2

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
5	17	10	0	2

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
5	17	10	0	2

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
5	17	10	0	2

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
5	17	10	0	2

G TYPE DWELLINGS

TYPE G1 DWELLING				
UNIT No.	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
1	4	1	-	1
2	3	1	1	-
3	3	1	-	-
4	3	1	-	-
5	3	1	1	-
6	3	1	-	-
7	4	2	-	1

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
7	23	8	5	2

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
7	23	8	5	2

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
7	23	8	5	2

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
7	23	8	5	2

TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
7	23	8	5	2

OVERALL TOTAL

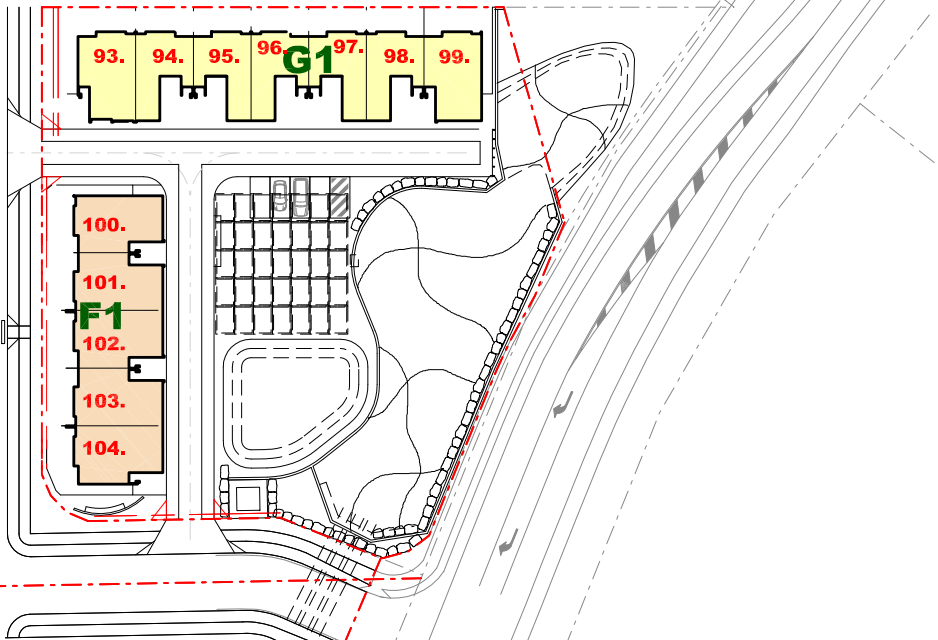
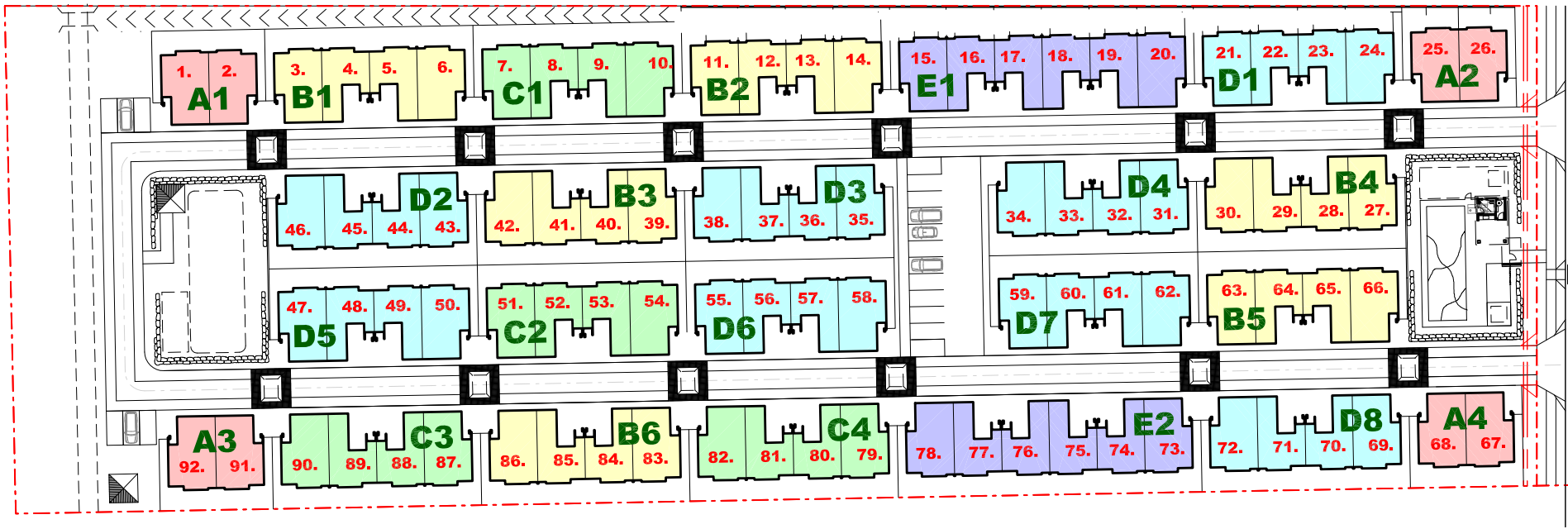
TOTALS				
UNITS	BEDS	GARAGED CARS	CARPORT CARS	BALCONIES
104	340	158	49	16
VISITORS CARS				
20				

PLANS AND DOCUMENTS referred to in the DEVELOPMENT APPROVAL

Application No: MCU201700624

Dated: 19 December 2017

Development shall comply with the conditions of approval as detailed in the Decision Notice and Council's Planning Scheme, Local Laws and Planning Policies



PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No: MCU201700624

Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

STAGES OF DEVELOPMENT

1.

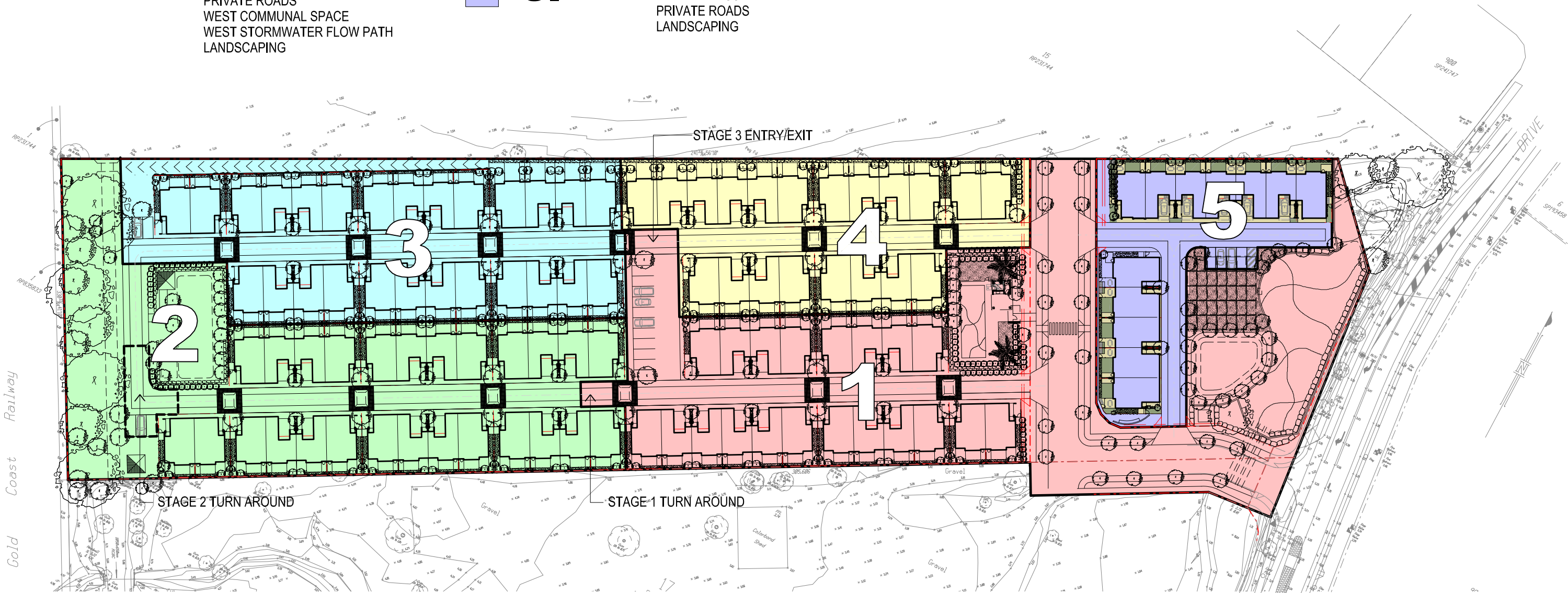
STAGE 1. 20 DWELLINGS
SITE COUNCIL ROADS
- & ADJACENT COMMUNAL SPACES
DAM & BIO ZONE
TRANSFORMER PAD
CENTRAL CAR PARKING AREA
POOL & EAST COMMUNAL SPACE
LANDSCAPING
2.

STAGE 2. 26 DWELLINGS
PRIVATE ROADS
WEST COMMUNAL SPACE
WEST STORMWATER FLOW PATH
LANDSCAPING
3.

STAGE 3. 26 DWELLINGS
PRIVATE ROADS
NORTH STORMWATER FLOW PATH
LANDSCAPING
4.

STAGE 4. 20 DWELLINGS
PRIVATE ROADS
LANDSCAPING
5.

STAGE 5. 12 DWELLINGS
PRIVATE ROADS
LANDSCAPING



PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

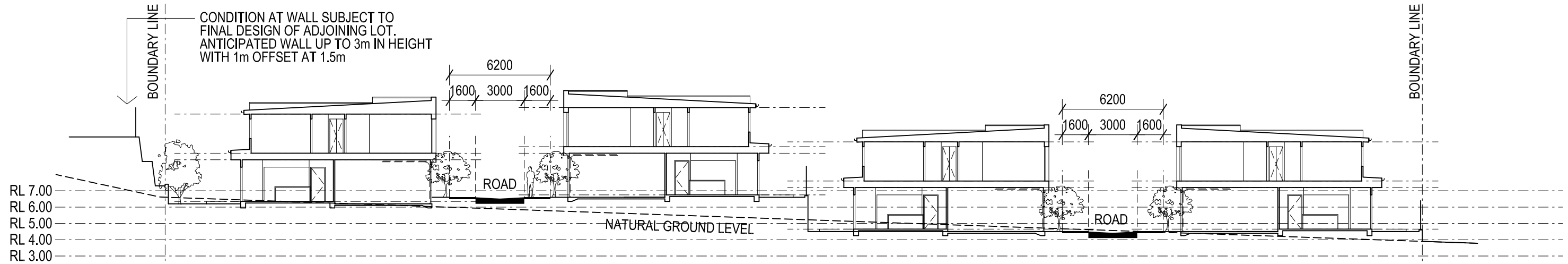
Application No: MCU201700624

Dated: 19 December 2017

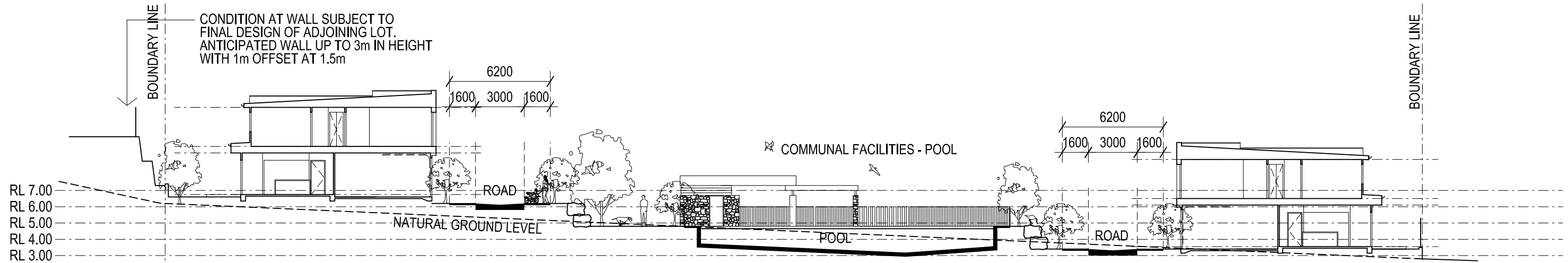
Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

BALCONY LOCATIONS / VIEW DIRECTION

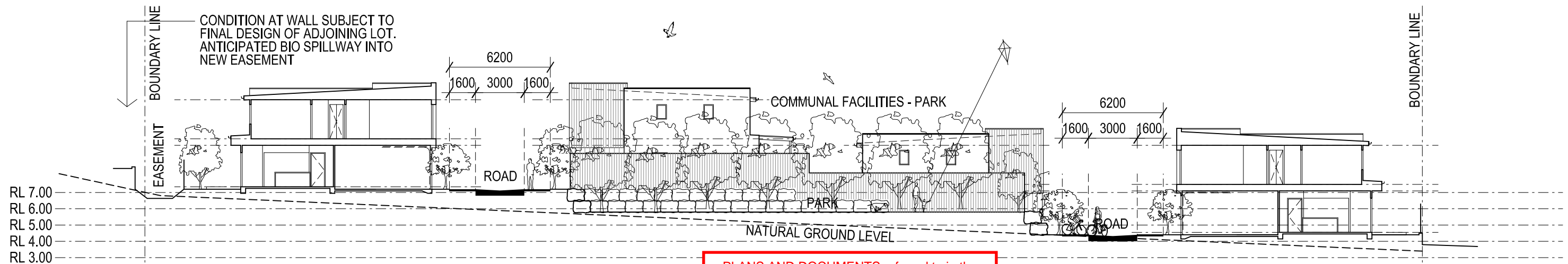




SITE SECTION A-A



SITE SECTION B-B



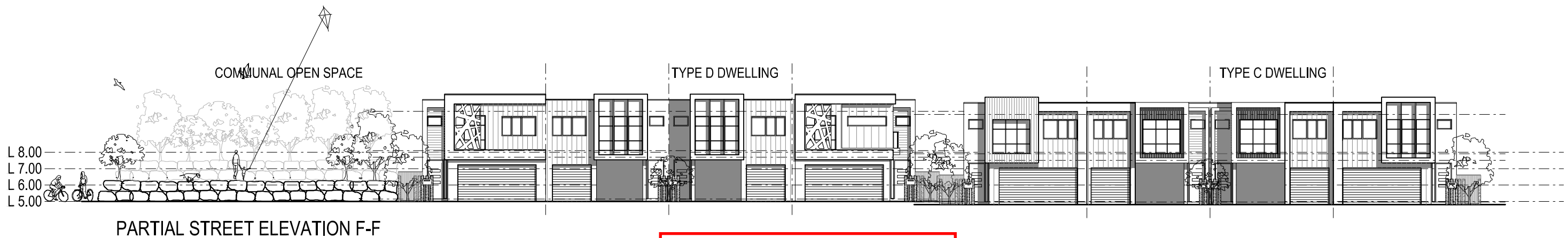
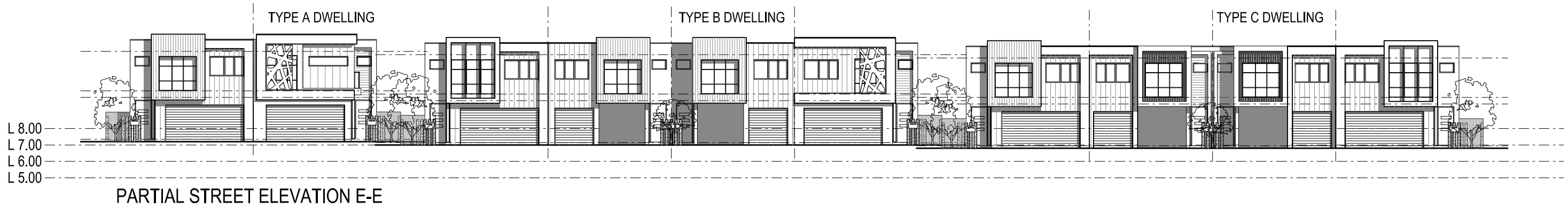
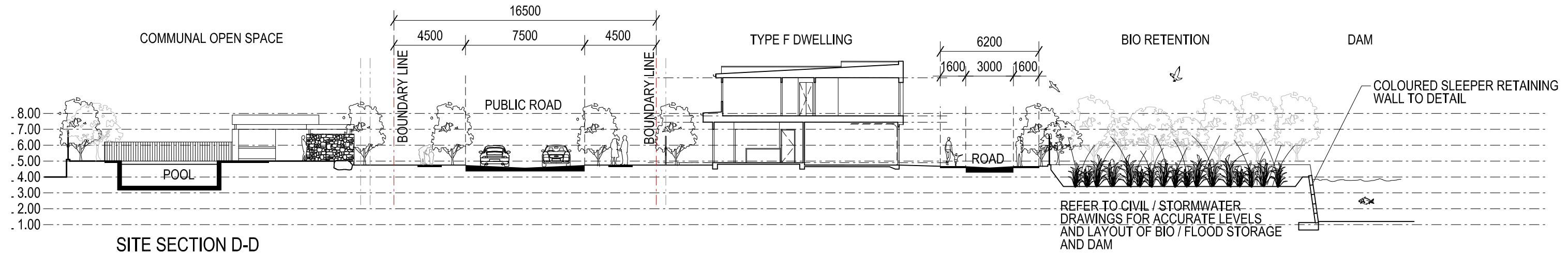
SITE SECTION C-C

PLANS AND DOCUMENTS referred to in the DEVELOPMENT APPROVAL

Application No: MCU201700624

Dated: 19 December 2017

Development shall comply with the conditions of approval as detailed in the Decision Notice and Council's Planning Scheme, Local Laws and Planning Policies



PLANS AND DOCUMENTS referred to in the
DEVELOPMENT APPROVAL

Application No: MCU201700624

Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies

THIRD SCHEDULE

Finishes Summary

ITEM No.	NAME	DESCRIPTION
EXTERNAL FINISHES		
1	External Paint	3 Coat Paint System
2	Balustrades	External - Aluminium Framed Laminated Glass as per Plans
3	Roof Material	0.42mm COLORBOND® Corrugated Iron Fixed to 40mm Zinc Roofing Battens
4	Roof Fascia and Gutter	Colorbond fascia and gutter
5	Windows	Powder coated aluminium windows (as per rating required)
6	Flyscreens	Flyscreens to all windows
7	External Sliding Door	Powder coated aluminium external sliding doors
8	Front Door	Designer front entry door and door furniture
9	Garage Door	COLORBOND® Sectional Doors with Automatic Door Operator and 2 handsets
10	Driveway / Paths / Patios	Allowed from Main Driveway to Garage and Front Door as per Plans in Exposed Aggregate
11	Gardens	Landscaping all areas (refer landscaping plans)
12	Fencing	Good Neighbbour fencing
13	Clothesline	Fold down clothesline
14	Mail Box	Individual mail box for each unit
15	Window Screens	
16	Garden Tap	Standard tap
17	TV Antenna	Standard antenna
INTERNAL FINISHES		
Doors		
1	Door furniture	Door furniture range or similar with privacy adaptors to all wet areas only
2	Internal doors	Timber flush panel internal doors
3	Door paint	Pre-Primed with 2 coats of Semi-Gloss Acrylic
4	Robes	Aluminium Framed Sliding Doors with Vinyl Coated Infill Panels
Internal Paint		
5	Walls	3 Coat Paint System
Shelving		
6	Robes	Single 16mm White Melamine with Rail
7	Walk-in Robe	Single 16mm White Melamine with Rail
8	Linen Cupboard	4 x Melamine shelves Storage and pantry (where applicable)
Internal Stairs		
9	Stairs	Carpet on stairs (for colour refer colour schedule)
Handrail and balustrading		
10	Hand Rail / Balustrading	Internal - Wall Mounted Paint Grade
Insulation		
11	Insulation	Wall Batts to Appease Requirements of Acoustic Report Provided - No Wall Insulation to Balance of Dwellings
12	Sisalation	R1.5 Wall Wrap to Walls / Sarking under Roofing
13	Insulation	Ceiling Batts to Appease Requirements of Acoustic Report Provided - Balance of Ceilings are to be R2.5
Wall lining / skirting / architraves		
14	Skirting	68 x 12mm FJ Primed Splayed Pine
15	Architraves	42 x 12mm FJ Primed Splayed Pine
16	Ceiling and walls	Generally Level 4 Finish Plasterboard - Villaboard to Wet Are Walls - Soundstop and Firecheck to Appease Acoustics and Fire Requirements Shaftliner Partywall System / Square Set Cornices to GF (Excluding Garage) 55mm Coved Cornice to Balance
Hot water Supply		
17	Hot water system	26 litre/minute Instantaneous Gas Hot Water Unit
Kitchen		
18	Kitchen benchtop	20mm Engineered Stone
19	Kitchen Cabinetry	Fully laminated kitchen cabinetry with overhead cupboards with single bank of cutlery drawers, INC. pantry (refer plans)
20	Kitchen Sink	Stainless Steel - Bowl and 3/4 with Drainer and with chrome mixer
21	Kitchen Appliances	Gas Cooktop (Technika or equivalent)
22	Kitchen Appliances	Stainless Steel wall Oven (Technika or equivalent) 600mm
23	Kitchen Appliances	Stainless steel rangehood (Technika or equivalent) 600mm
24	Kitchen Appliances	Stainless steel dishwasher (Technika or equivalent)
25	Kitchen Splashback	Marble style tile in one single piece (refer to plan)
Laundry		
26	Laundry Tub	16.5litre Trough & Cabinet
27	Laundry tapware / floor waste	Chrome tap / chrome floor waste
28	Laundry splashback	Ceramic Tiles
Ensuite / Bathrooms and or Powder Rooms		
29	Bath	White acrylic bath tub in main bathroom
30	Vanity bench top	20mm Engineered Stone
31	Vanity unit	Laminated Cabinetry
32	Vanity unit Basin	Vanities with China basins with plug and waste
33	Vanity tapware / floor waste	Chrome flickmixer / chrome floor wastes
34	Shower rose	As per Energy Rating report
35	Toilet	Enclosed pan toilet with dual flush system
36	Towel rail or Towel ring	Chrome finish
37	Toilet roll holder	Chrome finish
38	Mirror to vanities	Framed Silver Mirror with Frames to Match Shower Screens
39	Shower frame	Semi-Framed with 6.0mm Clear Glass - Polished Chrome Frame
40	Exhaust fans	Airflow 2 Heat Tastic Units + Mercator Ducted Fans
41	Tiles	Need to specify
42	Splashback	Need to specify
Electrical		
43	Service connection	Provide single phase underground power connection to meter box including circuit breakers and safety switch
44	Single GPO	Dishwasher, fridge point, microwave point, rangehood point, garage door point
45	Double GPO	As to electrical drawings
46	TV point	1 in living area and 1 in master bedroom.
47	Telephone point	1 in living area and 1 in master bedroom.
48	NBN	Minimum requirement for garage wall inclusive of 1 x phone point, 1 x electrical power point, 1 x external lead conduit and draw string and 1 x internal conduit and draw string included
49	Smoke detectors	Photo Electric To Comply to Australian Standards and QFES Requirements
50	Airconditioners	(Haier or equivalent) –5.2kw inverter split system - Living Area & 2.5kw inverter split system - Master bedroom
51	Lights	Fittings to all rooms as per elctrical plans
52	Fans	Ceiling Fans to all bedrooms
Carpet		
53	Carpet	Bedrooms / living areas and robes
Blinds		
54	Blinds	Vertical Blinds from Builders Range (We want to use the one that you provided sample)

FOURTH SCHEDULE

Guarantee and Indemnity

GUARANTEE AND INDEMNITY

TO: DELUXE LAND PTY LTD A.C.N. 616 593 750 (the "**Vendor**")

IN CONSIDERATION of your entering into and agreeing to be bound by the within Sales Agreement (the "**said Agreement**") with

.....
(the "**Purchaser**") at the request of:

..... (Insert Guarantor's Full Name) of

..... (Insert Guarantor's Residential Address) in the

State of.....

and

..... (Insert Guarantor's Full Name) of

..... (Insert Guarantor's Residential Address) in the

State of.....

(the "**Indemnifier**") (which request is attested to by the execution of this Guarantee and Indemnity)
the Indemnifier:

1. Undertakes to indemnify you, and keep you indemnified against any failure by the Purchaser to perform and observe the terms and conditions of the said Agreement, whether or not the same are enforceable by you against the Purchaser.
2. Guarantees you that the Purchaser will punctually perform and observe all the Purchaser's obligations under the said Agreement including the due and punctual payment of all moneys payable by the Purchaser under the said Agreement.
3. Agrees that, if at any time any of the obligations of the Purchaser or any of the terms and conditions of the said Agreement are not duly and punctually observed and performed, the Indemnifier will, on demand, observe and perform the same and pay all your costs (as between Solicitor and own client) and expenses arising out of or in connection with the non-observance or non-performance by the Purchaser of the said Agreement or of this indemnity and guarantee.
4. Insofar as the obligations of the Indemnifier are those of a guarantor, the Indemnifier agrees that this guarantee shall be a continuing guarantee and that:
 - (a) any time or other indulgence allowed by you to the Purchaser or to any other guarantor under this or any other guarantee;
 - (b) the invalidity or unenforceability either in whole or in part of the said Agreement;
 - (c) the variation of any of the terms of the said Agreement; or
 - (d) the discharge of the Purchaser whether by operation of law or in any manner otherwise than by full and complete performance by the Purchaser of all of the obligations to be performed and observed by it or your inability for any reason to sue the Purchaser upon the said Agreement or to recover any amounts due thereupon from the Purchaser;

Shall not exonerate or discharge the Indemnifier or in any way prejudice or affect the liability of the Indemnifier hereunder.

5. Agrees that if any payment made or other obligation performed by the Purchaser under the said Agreement is avoided, set aside or otherwise rendered ineffective by statute or otherwise by operation of law, such payment or performance as the case may be shall be deemed not to have discharged the obligations of the Indemnifier hereunder and the obligations of the Indemnifier hereunder shall be the same as if the said payment had not been made or obligation performed and that the Indemnifier will forthwith, upon the same being so avoided, set aside or rendered ineffective, make the said payment or perform the said obligations as the case may be.
6. Agrees that this indemnity and guarantee is in addition to, and not in substitution for, any other security which you may hold with respect to the said Agreement and that it may be enforced without recourse having first been made to such security and without any steps or proceedings having been taken against the Purchaser.
7. Agrees that all moneys received by you from or on account of the Purchaser, including any dividends paid in the bankruptcy or winding up of the Purchaser or in the course of any other administration of the affairs of the Purchaser on the belief that the Purchaser is unable to pay the debts of the Purchaser as they fall due and any sums resulting from the realisation or enforcement of any other security capable of being applied by you in reduction of the indebtedness of the Purchaser, shall be regarded for all purposes as payments in gross without any right on the Indemnifier's part to stand in your place or claim the benefit of any money so received until the Indemnifier has paid the total indebtedness of the Purchaser to you hereunder.
8. Agrees that the Indemnifier shall be, in respect of all sums paid by the Indemnifier hereunder and in respect of any other rights which may accrue howsoever to the Indemnifier in respect of any sums so paid, rank and be entitled to enforce the same only after all the moneys hereby secured shall have been duly paid and satisfied and that in the event of the bankruptcy or winding up of the Purchaser or in the course of any other administration of the affairs of the Purchaser on the belief that the Purchaser is unable to pay the debts of the Purchaser as they fall due, the Indemnifier will not prove in the same in competition with you and that the Indemnifier hereby waives in your favour all rights whatsoever against the Purchaser so far as may be necessary to give effect to anything in this indemnity and guarantee contained.
9. Agrees that every covenant and obligation hereunder is given and undertaken by the Indemnifier as a joint and several covenant and obligation and where there are two or more persons executing this guarantee and indemnity each of them shall be bound jointly and severally.
10. Agrees that this indemnity and guarantee shall enure for the benefit of you, your successors and assigns and shall be binding on the Indemnifier and the Indemnifier's personal representatives, successors and assigns.
11. Agrees that this indemnity and guarantee shall be governed and construed in accordance with the laws of the State of Queensland, and that the service of any Claim in any such action or the giving of any notice under or pursuant to this indemnity and guarantee may be effected by posting a copy of such Claim or such notice by prepaid post addressed to the Indemnifier at the Indemnifier's address shown herein and that such copy Claim or notice shall be deemed conclusively to have been received by the Indemnifier on the day after the date upon which it has been posted.
12. Agrees to pay the Vendor, upon demand, its costs of and incidental to the stamping of these presents or the stamp duty payable on any transaction evidenced by these presents, together with its costs of and incidental to the enforcement or attempted enforcement by the Vendor of any of its rights under these presents;

- 3449-7425-5626v4

FIFTH SCHEDULE

Bushfire Management Plan

Queensland Fire and Emergency Services

City of Gold Coast Bushfire Planning & Mitigation

Date: 10 May 2017
Contact: Tina Saren
Phone: 07 5582 8803
Our Ref: PN170101/01/DA3
MCU201700624

Deluxe Land Pty Ltd
C/- Zone Planning Group
PO BOX 3805
BURLEIGH TOWN QLD 4220

Dear Sir/Madam

TRAINING AND EMERGENCY MANAGEMENT



QUEENSLAND FIRE AND EMERGENCY SERVICES COVER SHEET FOR BUSHFIRE MANAGEMENT PLAN

Application type: Bushfire Management Plan (BMP)
Application number: MCU201700624
Property description: Lot 16 on RP835833
Property location: 38 Gawthorn Drive Pimpama

This cover sheet contains the findings of, conditions and recommendations sought by the Queensland Fire and Emergency Services (QFES) bushfire planning and assessment officers seconded to Council. It is intended that this QFES cover sheet is to be regarded as forming an integral part of the approved Bushfire Management Plan (BMP).

A BMP is associated with a property to ensure protection from a bushfire risk is reduced as far as practicable through mitigation and maintenance measures.

The submitted BMP being, Bushfire Management Plan for 38 Gawthorn Drive Pimpama, PN170101/01/DA3, dated 26 April 2017 prepared by Land and Environment Consultants is accepted subject to the additional conditions and recommendations outlined on this cover sheet and within Council of the City of Gold Coast (Council) decision notice.

QUEENSLAND FIRE AND EMERGENCY SERVICES

TRAINING AND EMERGENCY MANAGEMENT



All new purchasers/occupants must be given a copy of the QFES cover sheet along with the stamped approved BMP. All recommendations must be complied with throughout the life of the development and any changes to the development will need to be reassessed for compliance against the approved BMP.

Where the BMP has triggered the requirements of *Australian Standards AS3959 – Construction of buildings in bushfire prone areas*, QFES does not accept any responsibility or liability for, or give approval as to the accuracy of the Bushfire Attack Levels (BAL) that is contained within the BMP. QFES only assesses the development's compliance with the applicable performance outcomes from the *City Plan*.

Should any changes to the development or site parameters occur, the owner is responsible for advising a suitably qualified and experienced bushfire management consultant to confirm that the approved BMP is not affected by the changes and any specific fire mitigation measures are imposed to increase the protection to life, property and the environment.

Contacting us

Should you wish to clarify any issues contained in this letter, please do not hesitate to contact Tina Saren on **P: 07 5582 8803**.

Yours faithfully

Tina Saren
BUSHFIRE PLANNING AND ASSESSMENT OFFICER
QUEENSLAND FIRE AND EMERGENCY SERVICES

Seconded to Planning Assessment
PLANNING AND ENVIRONMENT DIRECTORATE
CITY OF GOLD COAST

62088584

RECOMMENDED CONDITIONS FOR APPROVAL OF BUSHFIRE MANAGEMENT PLAN

BUSHFIRE MANAGEMENT	
<p>1 Bushfire management plan must be complied with</p> <ul style="list-style-type: none"> a All development carried out must be in accordance with the approved bushfire management plan (BMP) being Bushfire Management Plan for 38 Gawthorn Drive Pimpama, PN170101/01/DA3, dated 26 April 2017 prepared by Land and Environment Consultants and inclusive of the Queensland Fire and Emergency Services (QFES) cover sheet. b All measures required by the approved BMP and QFES cover sheet must be implemented prior to the commencement of the use of the premises. c The approved BMP and QFES cover sheet must be complied with at all times for the life of the development and the use of the premises. 	<p>Timing</p> <p>As indicated within the wording of the condition.</p>
<p>2 Certification of compliance with approved bushfire management plan</p> <ul style="list-style-type: none"> a The applicant must submit to Council certification that all recommendations and conditions are complied with prior to: <ul style="list-style-type: none"> i Plan sealing for a Reconfiguration of a lot; or ii The issue of a Building Final or Certification of classification for building work; or iii The commencement of use where building work is not proposed. b Should any changes to the development or site parameters occur the applicant/owner must advise Council to ensure that the approved bushfire management plan (BMP) is not affected by these changes; an amended BMP may be required as a result of any changes. c Any such amended BMP will be subject to further assessment through the submission of an environmental management plan (EMP) – bushfire management plan. 	<p>Timing</p> <p>As indicated within the wording of the condition whichever is earlier and throughout the life of the development or the use of the premises.</p>
<p>3 Bushfire management information for new purchasers</p> <p>The applicant must provide a copy of the approved bushfire management plan (BMP) inclusive of the Queensland Fire & Emergency Services cover sheet to each new purchaser and, in the case of a community titles scheme, the BMP and QFES cover sheet must also be referenced in the Community Management Statement, so that each resident is informed about:</p>	<p>Timing</p> <p>Prior to the transfer or sale of property.</p>

<ul style="list-style-type: none"> i The requirements for the approved BMP and QFES cover sheet to be complied with at all times for the life of the development and the use of the premises; ii The potential bushfire hazard on the site and off the site; iii Their responsibility for fire management; and iv The measures available for ongoing fire hazard mitigation. 	
<p>4 Road design to provide access for fire fighters</p> <ul style="list-style-type: none"> a All vehicle access roads must provide safe egress for residents and emergency vehicles in a bushfire event. b Any gates are to be easily accessed by emergency service personnel. 	<p>Timing</p> <p>At all times for the life of the development and the use of the premises.</p>
<p>5 Water supply requirements for fire fighting</p> <ul style="list-style-type: none"> a The development must be connected to a reticulated water supply that has been designed and constructed in accordance with the South East Queensland (SEQ) Water Supply and Sewerage Design and Construction Code for water supply. b All fire hydrants must be designed and installed in accordance with AS 2419 – Fire Hydrant Installations – System design, installation and commissioning; South East Queensland Water Supply and Sewerage Design and Construction Code or unless otherwise specified by the relevant water entity and must be easily accessible by fire fighters at all times and without obstructions. 	<p>Timing</p> <p>Prior to the approval for any Development Permit of Material Change of Use (Building Works) or endorsement of survey plan, whichever is earlier and then maintained at all times for the life of the development.</p>
<p>6 Compliance with the recommendations</p> <p>All recommendations in response to the bushfire management plan (BMP) inclusive of the Queensland Fire and Emergency Services (QFES) cover sheet must be considered as a requirement and conditions of approval for this application unless otherwise stated in writing by the Council. Where there is a conflict, the recommendations listed within the BMP apply.</p>	<p>Timing</p> <p>At all times for the life of the development and the use of the premises.</p>

Information note:

A notification has been placed on Council's rates card for the property advising that an approved bushfire management plan is in existence and is available to all future lot owners, and must be complied with by ensuing occupiers.

Information note:

- *Where the bushfire management plan (BMP) has triggered the requirements of AS3959 – Construction of dwellings in bushfire prone areas, the Queensland Fire & Emergency Services (QFES) does not accept any responsibility or liability for, or give approval as to the accuracy of the bushfire attack levels that are contained in the BMP.*
- *QFES only assesses the development's compliance with the applicable performance outcomes.*

WHAT IF I AM A LANDLORD?

You are required by law to install and maintain smoke alarms in your rental property.

- The minimum legal requirement is an alarm in accordance with the smoke alarm Australian Standard. This can be met by a 9-volt battery operated smoke alarm, with a one-year battery for dwellings built before 1997. However, a good quality 10-year battery alarm or hard-wired alarm is more reliable and may be more effective in the long term. Homes built after 1997 must have hard-wired alarms fitted.
- You must test and clean each smoke alarm within 30 days before the start of a tenancy agreement.
- In addition you must replace, in accordance with the manufacturer's instructions, each battery in the smoke alarm that is flat or that you or your agent is aware is almost flat within 30 days before the start of a tenancy.
- You must replace the smoke alarm unit before it reaches the end of its service life. Service life of a smoke alarm is usually indicated by the warranty offered by its manufacturer.
- If your smoke alarm reaches the end of its service life, you must replace it immediately.
- Where notified by a tenant that a smoke alarm is not operating, you should have the smoke alarm checked by a competent professional, and as required, repaired or replaced.

Insurance – Property Owners

- Industry figures show that people underinsure.
- Adequate insurance cover can provide peace of mind if your home and belongings are damaged or lost to fire.
- Most insurance companies offer specific landlord policies.
- As a property owner your home insurance policy could be affected by whether you have a smoke alarm installed.
- Check with your specific insurance provider.

WHAT IF I AM A TENANT?

If your property is managed by an agent, they may be able to arrange for this to be done to ensure your legislative requirement is met.

- You are required by law to test and clean each smoke alarm in the dwelling at least once every 12 months. QFES recommends smoke alarms are tested once a month.
- You are required by law to replace, in accordance with the information statement (RTA Form 17a) provided to you, each battery that is flat or is almost flat during your tenancy.
- If you become aware that a smoke alarm in the rental property is not working, other than because the battery is flat or almost flat, you must advise the landlord or agent as soon as practicable.
- Your landlord is only required by law to test and clean smoke alarms at the start of each new tenancy agreement. If the property is managed by an agent, they may arrange for this to be done.
- Please note that for public housing tenants the State Government has already installed hard-wired smoke alarms in all public housing dwellings.

Insurance – Tenants

- Research indicates that nearly half of all renters do not have insurance of any kind.
- To protect your personal possessions you should have your own contents insurance.

HOW ARE SMOKE ALARMS ENFORCED?

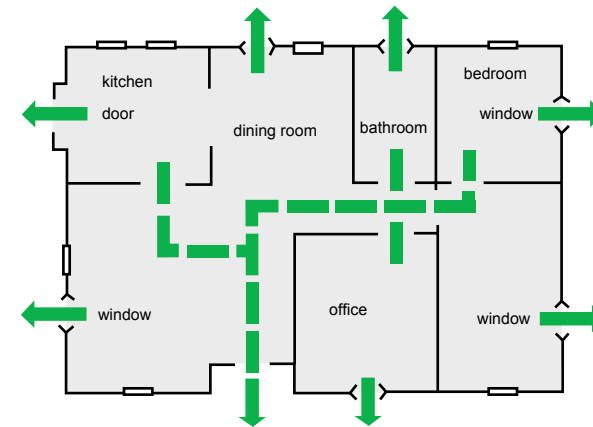
On the sale of a property, the vendor must lodge a form with the Queensland Land Registry (www.dnrm.qld.gov.au) stating that smoke alarms are installed in the property and the purchaser has been informed smoke alarms are installed. Fire Officers will also investigate complaints received. Fines apply for failing to install or interfering with the operation of smoke alarms.

DO I NEED A FIRE ESCAPE PLAN?

Queensland Fire and Emergency Services recommend that all residential accommodation have an escape plan.

A smoke alarm will alert you to a fire, but what you do next is a matter of life and death. To survive it is essential you have a fire escape plan.

1. Draw your escape plan on a sheet of paper or visit www.qfes.qld.gov.au.
2. Plan two ways out of every room.
3. Pick a meeting place outside the home, such as the letterbox.
4. Ring the fire service on 000 (Triple Zero).
5. Practise your fire escape plan regularly, at night, with the lights off.
6. Practise your escape on hands and knees.



**Wake up to
photoelectric
smoke alarms**



QFES Recommendation

- **All residential accommodation be fitted with photoelectric type smoke alarms.**
- **Smoke alarms either hard-wired or powered by a 10-year lithium battery.**
- **Smoke alarms located -**
 - ☐ on each level of living space;
 - ☐ outside each bedroom; and
 - ☐ in every bedroom
- **All smoke alarms should be interconnected.**
- **Every home should have a practised escape plan.**

WHY?

Of the dozens of Australians who die in residential house fires each year, most die in fires that start at night when they are asleep. Instead of waking you, smoke and toxic gases from a fire can quickly numb your senses and put you into an even deeper sleep.

Working photoelectric smoke alarms are an effective way to warn you of a developing fire and give you time to escape.

The more working photoelectric smoke alarms installed, the greater your chance of survival.

Photoelectric Smoke Alarms

Research by the Australasian Fire and Emergency Service Authorities Council indicates that photoelectric smoke alarms provide the best detection across a range of fires and are more likely to alert occupants in time to escape safely. For both flaming fires and smouldering fires, photoelectric smoke alarms are more likely to alert occupants in time to escape safely.

Interconnected

When one smoke alarm is activated, all interconnected smoke alarms are activated. This means that the time occupants have to escape is increased.

WHAT DO I HAVE TO DO?

All homes in Queensland must have a working smoke alarm. It's the law.

	Minimum Requirements
Homes built prior to 1997	One 9-volt battery operated smoke alarm on each level of living space
Homes built during and after 1997	Hard-wired smoke alarms
Homes approved on or after <u>1 May 2014</u>	Hard-wired and interconnected smoke alarms

- Only use smoke alarms that comply with Australian Standards - look for these marks.



- The number of alarms and their placement is set down under the National Construction Code (NCC), formerly the Building Code of Australia (BCA).
- At the Certifier's discretion of certifiable building works, existing homes having undertaken major renovations or extensions since 1997, may need to include the installation of hard-wired smoke alarms.
- Hard-wired or long-life battery types are recommended for better protection.

Smoke Alarms for the Deaf and Hard of Hearing Community

QFES provides a subsidy scheme to assist people who are deaf or hard of hearing to purchase special smoke alarms. This initiative is managed by Deaf Services Queensland.

Email: smokealarms@deafsq.org.au

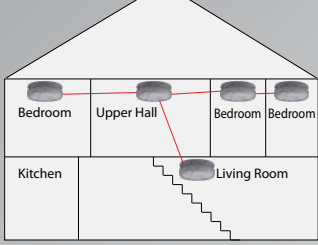
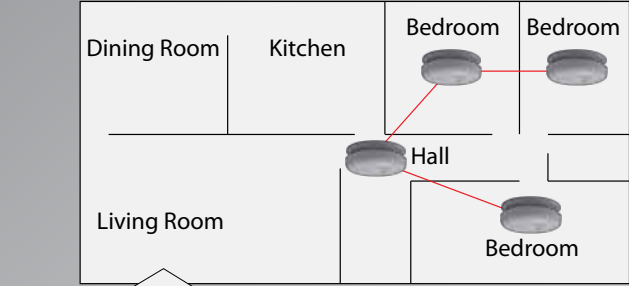
Phone: (07) 3892 8500

TTY: (07) 3892 8501



WHERE DO THEY NEED TO GO?

QFES Recommendation

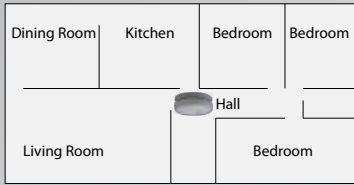


Inside each bedroom, in the hallway, and connected together.

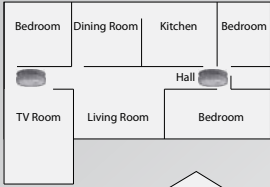
Near bedrooms and on every storey of a multi-level house.

Where people commonly and usually sleep.

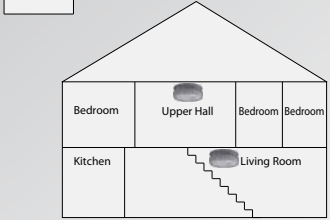
Basic protection required by law



Between the bedrooms and the rest of the house.



Additional alarms are needed in homes with separated sleeping areas.



Near bedrooms and on every storey of a multi-level house.

Refer to the National Construction Code for more detailed information on installation requirements.

WHAT ABOUT MAINTENANCE?

- ☐ Test smoke alarms once a month using the test button.
- ☐ Check that the battery is working once a month. Replace batteries at least once a year.
- ☐ Clean the grill of your smoke alarm once a month using a vacuum cleaner or soft brush.
- ☐ Do not hinder the device (e.g. Smoke alarms must never be painted).
- ☐ If activated from cooking/steam, use the 'hush' button (if fitted) or disperse the smoke/steam (e.g. wave a towel near the alarm).
- ☐ All types of smoke alarms have a limited life-span and need to be replaced according to manufacturer's instructions – normally every 10 years. Look for the year of manufacture sticker or stamp.

FOR MORE INFORMATION

Additional information on smoke alarms is available at www.qfes.qld.gov.au/communitysafety/smokealarms/:

- legislation;
- types;
- installation; and
- maintenance/replacement.



safehome

Safehome is a FREE service provided by the Queensland Fire and Emergency Services to householders in an urban fire service area. Local firefighters will come to your home to assist you to recognise fire and safety hazards in and around the home. Once the hazards are identified you can then take steps to eliminate them. A visit should take no longer than 45 minutes.

You will receive advice on correct positioning and installation of smoke alarms, a safety pack and checklist.

Call 13 QGOV (13 74 68) for a Safehome visit.



Bushfire Survival Plan

PREPARE.ACT.SURVIVE.





You must **PREPARE** . **ACT** . **SURVIVE** .

Your main priority is to ensure that you and your family are safe. During a bushfire, you and your family's survival and safety depend on your preparations, and the decisions you make.

The lives of you and your family are more important than any building.

Whether your plan is to leave early or stay, you must prepare your home and property to increase their levels of resilience and your chances of survival.

Bushfires in Queensland

The fire season in Queensland normally commences in the far north of the state in July and progresses through to southern areas as spring approaches. The fire season can extend through to February in southern and far south-western Queensland. These time frames can vary significantly from year to year, depending on the fuel loads, long-term climate, and short-term weather conditions in each area.

There are four key considerations for dealing with bushfire:

- The safety of you and your family.
- The resilience of your property.
- The protection of irreplaceable valuables and important documents.
- The maintenance of adequate levels of insurance.

This document will provide you with information about the things you need to consider to prepare yourself and your home for the bushfire season, and how to make your own personal Bushfire Survival Plan.

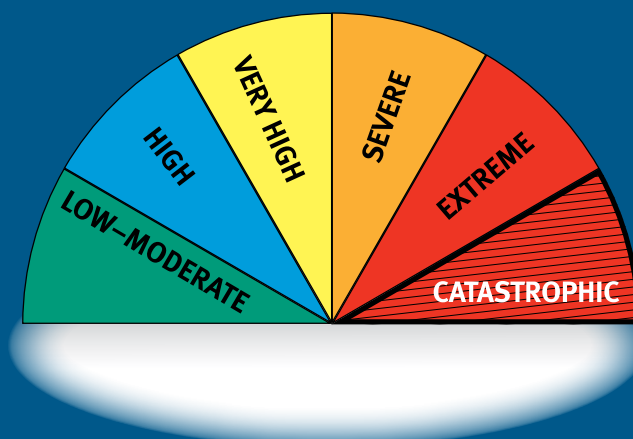
It is your responsibility to prepare yourself, your family and your home for the threat of bushfire.

Understand your risk

The first step in planning to survive a bushfire is to understand your own level of risk. By understanding your own level of risk, you will be able to make informed decisions that are right for you and your family. Included with this Bushfire Survival Plan is a self-assessment tool that will enable you to gauge the risk level associated with your property. If you are still unsure of your level of risk or require assistance, contact your local fire station for more information. To book a Bushfire Safety presentation, call 13 QGOV (13 74 68).

Fire danger ratings

The increased frequency of extreme bushfires in Australia in the last 10 years and the recent experience of the Black Saturday fires in Victoria have encouraged fire services throughout Australia to introduce new levels of Fire Danger Rating (FDR). A lift-out chart of the FDR system is contained within this document. Display it in a prominent place in your home, or keep it with your Bushfire Survival Plan.



Catastrophic fire danger rating

The highest level is catastrophic. On a day of catastrophic FDR, leaving early is the only option to ensure your survival. You must relocate early to a safer location hours before a fire approaches, or even the day before. Under no circumstances will it be safe to stay with your property.

Extreme fire danger rating

The second highest level is extreme. Should a fire occur in your area on a day of extreme FDR, leaving early will always be the only option. Staying can only be considered for homes that:

- Have been designed and constructed specifically to address the threat of bushfire.
- Have been maintained to those levels and are currently well prepared.
- Can be actively defended by people with the skills, knowledge and confidence to implement a well-rehearsed Bushfire Survival Plan.

On days of catastrophic or extreme FDR:

- Fires are likely to be uncontrollable, unpredictable and very fast moving, with highly aggressive flames extending high above tree tops and buildings.
- Thousands of embers may be violently blown into and around homes causing other fires to start rapidly and spread quickly up to 20 kilometres ahead of the main fire.
- Fire can threaten suddenly, without warning, and the heat and wind will make it difficult to see, hear and breathe as the fire approaches.
- People in the path of such fires will almost certainly be injured or die, and a significant number of homes and businesses will be destroyed or damaged.
- Even well-prepared and constructed homes will not be safe.
- Expect power, water and phone networks to fail as severe winds well ahead of the fire will bring down trees and power lines, and blow roofs off buildings.

It is vital that you understand that, on these days, your survival will depend solely on how well you have prepared and how decisively you act.

**Leaving late can be
a deadly option.
If you are in any doubt,
make the decision to
LEAVE EARLY.**

What will you do?

At all times you need to **PREPARE.ACT.SURVIVE.**

When the fire danger rating is 'catastrophic', leaving early is the safest option.

When the fire danger rating is lower than 'catastrophic', one of the most important decisions you need to make is whether you will leave early or stay with a well-prepared property. This decision is the basis of your Bushfire Survival Plan.

The following questions may help you make the right decision about whether you leave early or stay:

- Do you need to consider family members who are young, elderly or infirm?
- Are you physically and emotionally prepared to stay with your property?
- Do you have the knowledge, skills, and confidence to stay with your property?
- Is your home adequately constructed, maintained, and prepared to withstand the impact of a fire? In other words, is your home prepared to withstand the impact of a bushfire?
- Do you have well-maintained resources and equipment to fight fire, and do you know how to use them?
- Do you have appropriate protective clothing to fight a fire?
- What will you do if a rapid onset fire gives you no time to leave? Where will you shelter?
-



Leave early

If you plan to leave early, then you must leave your home well before a bushfire threatens and travelling by road becomes hazardous. Your leave-early preparations include:

Step 1: Preparation – your property should be well prepared for bushfire, even if you intend to leave early.

Step 2: What you will do? Make your Bushfire Survival Plan in accordance with your decision to leave early.

Step 3: Make a contingency plan – the FDR, the preparedness of your home, a change in household circumstances, a change in your physical preparedness or unexpected visitors are some things that may require you to reconsider your Bushfire Survival Plan.

Planning to stay

Planning is critical to successfully staying with your home, as it may involve the risk of psychological trauma, injury or death.

Step 1: Preparation – your property must be able to withstand the impact of bushfire and be prepared well enough to shelter you and your family.

Step 2: What you will do? Make your Bushfire Survival Plan in accordance with your decision to stay.

Step 3: Make a contingency plan – the FDR, the preparedness of your home, a change in household circumstances, a change in your physical preparedness or unexpected visitors are some things that may require you to reconsider your Bushfire Survival Plan.

In making your decision to stay, there are a few things you need to consider:

- Is your property able to withstand the impact of a bushfire?
- Are you physically and emotionally prepared to stay with your property?
- Do you have well-maintained resources and equipment, and do you know how to use them?
- Do you have appropriate protective clothing?
- Will your bushfire survival plan need to be different for weekdays, weekends or if someone is sick at home?
- Do you have a contingency plan?

Preparing your Bushfire Survival Plan

Preparation is the key to survival. Being involved in a fire will be one of the most traumatic experiences of your life.

- Prepare yourself – you need to be both mentally and physically prepared to carry out your Bushfire Survival Plan.
- Prepare your Bushfire Survival Plan.
- Prepare your Bushfire Emergency Kit.
- Prepare your Bushfire Evacuation Kit.
- Prepare your property.

When writing your plan, you need to consider:

- Have you made the right choice – to leave early or stay?
- Have you discussed your choice with your family, friends and neighbours?
- Who will take charge and lead other family members by carefully communicating the various tasks set out in the plan?
- If you have chosen to stay, what will you do to protect your property when the fire arrives?
- What will you put in your Bushfire Emergency Kit and where will you store it?
- Do your friends, family and neighbours know the details of your plan?

- What will you do if your Bushfire Survival Plan fails?
- Do you have an alternative option or contingency plan if your plan fails?
- Do you have a Neighbourhood Safer Place (NSP) you can go to as a last resort? For more information on NSPs, see www.ruralfire.qld.gov.au.
- Is it safe to travel there?

If your decision is to leave early, you must include the following information or action items in your Bushfire Survival Plan:

- Monitor media outlets – radio, TV, mobile phone and internet for bushfire alerts.
- When will you leave?
- What will be your trigger for action?
- Will your plan be different for weekdays, weekends, or if someone is at home sick or injured?
- What will you take with you (Evacuation Kit)?
- Where will you and your family go when you leave early?
- What route will you take to get there?
- What will you do with your pets?
- What will you do if there are consecutive or multiple **‘catastrophic’** or extreme fire danger days?
- Will you go to work on days when the FDR is in the upper levels?
- Will you send your children to school when the FDR is in the upper levels?
- Will all members of your household leave early?
- What will you do to prepare your property?
- What is your contingency plan in the event that it is unsafe to leave?

If your decision is to stay, you must include the following information or actions items in your Bushfire Survival Plan:

- Monitor media outlets – radio, TV, mobile phone and internet.
- Locate your Bushfire Emergency Kit.
- Put on protective clothing.
- Remain hydrated by drinking lots of water.

- Move any stock to fully grazed paddocks.
- Move cars to a safe location.
- Remove garden furniture, doormats, and other items.
- Close windows and doors and shut blinds.
- Take down curtains and move furniture away from windows.
- Seal gaps under doors and window screens with wet towels.
- Place pets inside, restrain them, and provide water.
- Block downpipes and fill gutters with water.
- Wet down the sides of buildings facing the approaching fire front.
- Wet down decks and verandas.
- Wet down fine fuels close to buildings.
- Turn on garden sprinklers before the bushfire arrives.
- Fill containers with water – bath, sinks, buckets, wheelie bins, etc.
- Have ladders ready to access inside roof spaces, and against the roof on the outside.
- Have a generator or petrol pump ready.
- Start patrolling outside to check for embers.

When the fire front arrives:

- Take all fire-fighting equipment, such as hoses and pumps, inside – these may melt during the fire.
- Go inside and shelter away from the fire front.
- Patrol the inside of your home, including the ceiling space, for embers or small fires that may start.
- Drink lots of water.
- Check family and pets.

After the fire front has passed:

- Wear protective equipment.
- Go outside once it is safe.
- Check for small spot fires and burning embers:
 - inside roof space
 - under floor boards
 - under house space

- on veranda and decks
- on window ledges and door sills
- in roof lines and gutters
- garden beds and mulch
- wood heaps
- outdoor furniture
- sheds and carports.
- Continue to drink lots of water.
- Stay at your property until the surrounding area is clear of fire.
- Monitor media outlets – radio, TV, mobile phone and internet.

You need to be both mentally and physically prepared to carry out your Bushfire Survival Plan.

There may be other actions to include, depending on your individual property and the level of bushfire risk you are exposed to.

Include the whole family in creating your Bushfire Survival Plan. You and your family should be aware of the actions you will take at the various FDR levels. and it is important to ensure this is incorporated into your Bushfire Survival Plan. The FDR for your area can be found on roadside signs and by visiting www.ruralfire.qld.gov.au and following the FDR link.

It is important that your Bushfire Survival Plan does not rely solely on receiving an alert.

Once you have completed your Bushfire Survival Plan, practise it regularly to ensure everyone involved knows exactly what to do in the event of a fire.

Preparing your Bushfire Emergency Kit

It is essential that you have a Bushfire Emergency Kit if your choice is to stay with your property. This kit will ensure you and your family have the important equipment you need to stay. For a comprehensive list of equipment needed in a Bushfire Emergency Kit see page 14.

Preparing your Bushfire Evacuation Kit

It is equally important to have a Evacuation Kit if your choice is to leave early. This kit will ensure you and your family have important items and equipment required to relocate for the time needed. For a comprehensive list of items and equipment needed in a Bushfire Evacuation Kit see page 15.

Making a contingency plan

No matter whether your decision is to leave early, well before a bush fire threatens, or to stay, you should still have a contingency plan as part of your Bushfire Survival Plan. There are many scenarios to consider, such as: what you will do if a rapid onset fire starts in your local area, making roads impassable or travel particularly dangerous? You should have other options if road travel is not safe.

- Is your house well prepared?
- Can it provide you with protection from radiant heat?
- Have you identified a safer location, such as an NSP?

Sheltering in a well-prepared property is far safer than being out in the open or in a vehicle.

Preparing your property

An unprepared property is not only at risk itself, but may also present an increased danger for your neighbours and their homes.

Planning is absolutely critical to safely staying with your home. Staying home involves the risk of psychological trauma, injury and death.

There are a number of measures you can take to prepare your home and property for bushfire. These include annual preparations you must take before the bushfire season.

Your pre-season property preparations should include:

- Displaying a prominent house number.
- Ensuring there is adequate access to your property for fire trucks – 4 metres wide by 4 metres high with a turn-around area. Reduce vegetation loads along the access path.
- Mowing your grass regularly.
- Removing excess ground fuels and combustible material (long dry grass, dead leaves and branches).
- Clearing leaves, twigs, bark and other debris from the roof and gutters.
- Purchasing and testing the effectiveness of gutter plugs.
- Trimming low-lying branches 2 metres from the ground surrounding your home.
- Enclosing open areas under your decks and floors.
- Installing fine steel wire mesh screens on all windows, doors, vents and weep holes.
- Pointing LPG cylinder relief valves away from the house.
- Conducting maintenance checks on pumps, generators and water systems.
- Checking that you have sufficient personal protective clothing and equipment.
- Relocating flammable items away from your home, including woodpiles, paper, boxes, crates, hanging baskets and garden furniture.
- Sealing all gaps in external roof and wall cladding.
- Checking that the first-aid kit is fully stocked.

Bushfire Alerts

If you receive an emergency warning about a bushfire or other emergency, take notice – it could save your life.

There are three types of alert messages to help you make the right safety choices:

Bushfire Advice Message – a fire has started – general information to keep you up to date.

Bushfire Watch and Act Message – represents a heightened level of threat. Conditions are changing, a fire is approaching; lives may come under threat. Take appropriate action.

Bushfire Emergency Warning – is the highest level message advising of impending danger. It may be preceded with the Standard Emergency Warning Signal (SEWS).

An Emergency Warning means there is a threat to lives, and protective action is required immediately.

When a bushfire strikes

You have made your decision to **PREPARE.ACT.SURVIVE**. You have prepared your property before the fire season. You have made your Bushfire Survival Plan. You have practised your Bushfire Survival Plan.

A bushfire is threatening. What do you do?

- Know the FDR for any given day.
- Regularly check the FDR on the Rural Fire Services website at www.ruralfire.qld.gov.au.
- Monitor your media outlets for warnings on bushfire activity.
- Seek out information if you have to, and do not assume that you will receive a warning.
- Leave early or stay according to your Bushfire Survival Plan.
- Act decisively in accordance with your Bushfire Survival Plan.
- Do not adopt the 'wait-and-see' option.

Travelling in your vehicle near a bushfire

Sheltering inside a vehicle is a high-risk strategy that can result in death. While sheltering inside a vehicle offers you a slightly higher chance of survival than being caught in the open, having a leave-early or stay strategy is a much safer option.

You should never take a journey into areas where the fire danger is catastrophic or extreme. You should consider postponing or finding alternative routes if necessary. If you can smell or see smoke in the distance, it is best to U-turn and drive away from the danger.

If you are caught in smoke or flames while on the road:

- Turn on the vehicle's headlights and hazard warning lights.
- If you need to shelter in your vehicle, drive your car into a bare, clear area well away from surrounding trees, leaving lights on. Position the vehicle to prevent a side impact from an advancing fire front.
- Close all windows and vents.
- Leave the engine running and turn off the air conditioning system.

- Cover your entire body with woollen or cotton blankets to protect you from radiant heat.
- Take shelter below the window level.
- Drink water frequently, and stay in the vehicle until the fire front has passed.
- Once the fire front has passed, exit the vehicle to inspect the damage and ensure other passengers are safe.

Neighbourhood Safer Places

A Neighbourhood Safer Place (NSP) is a place of last resort for people during a bushfire. An NSP may form part of a back-up plan when:

- Your Bushfire Survival Plan has failed.
- Your plan was to stay, but the extent of the fire means that your home cannot withstand the impact of the fire and, therefore, your home is not a safe place to shelter.
- The fire has escalated to an extreme or catastrophic level and relocation is the safest option.

An NSP is an identified building or open space within the community that can provide a level of protection from the immediate life-threatening effects of a bushfire. NSPs still entail some risk, both in moving to them and while sheltering in them; they cannot be considered completely safe.

They are a place of *last resort* in bushfire emergencies only. The following limitations of NSPs need to be considered within your Bushfire Survival Plan:

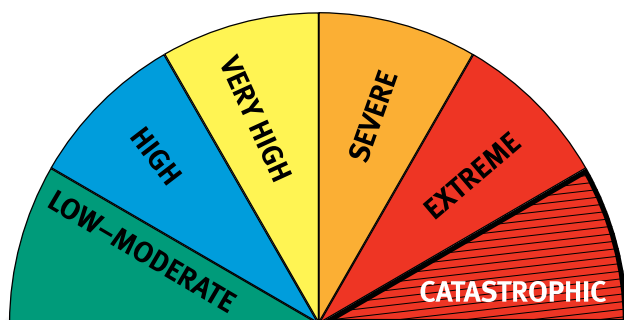
- NSPs do not cater for pets.
- Firefighters may not be present, as they will be elsewhere fighting the main fire front.
- NSPs do not provide meals or amenities.
- They may not provide shelter from the elements, particularly flying embers.

If you are a person with special needs, you should consider what assistance you may require at an NSP.

Although QFES cannot guarantee an immediate presence during a bushfire, every effort will be made to provide support as soon as resources are available.

If an NSP is part of your contingency plan, it should not require extended travel through fire-affected areas to get there.

FIRE DANGER RATING



The Fire Danger Rating (FDR) is an early indicator of potential danger, and should act as your first trigger for action. The higher the rating, the greater the need for you to act.

The FDR is an assessment of the potential fire behaviour, the difficulty of suppressing a fire, and the potential impact on the community should a bushfire occur on a given day.

A Fire Danger Index (FDI) of 'low-moderate' means that the fire will burn slowly and that it will be easily controlled, whereas a FDI in excess of 'catastrophic 100+' means that the fire will burn so fast and hot, it will be uncontrollable.

CATASTROPHIC

A fire with a rating of '**catastrophic**' may be uncontrollable, unpredictable and fast-moving. The flames will be higher than roof tops. Many people may be injured, and many homes and businesses may be destroyed.

During a '**catastrophic**' fire, well-prepared and constructed homes will not be safe. Leaving is the only option for your survival.

EXTREME

A fire with an '**extreme**' rating may be uncontrollable, unpredictable and fast-moving. The flames may be higher than roof tops. During an '**extreme**' fire, people will be injured, and homes and businesses may be destroyed.

During an '**extreme**' fire, well-prepared and well-constructed homes may not be safe. Leaving is the only option for your survival.

SEVERE

A fire with a '**severe**' rating may be uncontrollable and move quickly, with flames that may be higher than roof tops. A '**severe**' fire may cause injuries, and some homes or businesses will be destroyed.

During a fire with a '**severe**' rating, leaving is the safest option for your survival. Use your home as a place of safety only if it is well-prepared and well-constructed.

VERY HIGH

A fire with a '**very high**' danger rating is one that can be difficult to control with flames that may burn into the tree tops. During a fire of this type, some homes and businesses may be damaged or destroyed.

During a fire with a '**very high**' danger rating, you should use your home as a place of safety only if it is well-prepared and well-constructed.

HIGH

A fire with a '**high**' danger rating is one that can be controlled, where loss of life is unlikely, and damage to property will be limited.

During a fire with a '**high**' danger rating, you should know where to get more information and monitor the situation for any changes.

LOW-MODERATE

A fire with a '**low to moderate**' rating can be easily controlled and poses little or no risk to life or property.

During a fire with a '**low to moderate**' rating, you should know where to get more information and monitor the situation for any changes.

BUSHFIRE SURVIVAL PLAN

Complete your personalised Bushfire Survival Plan lift-out.

Personal details:

Important phone numbers: **000 (Triple Zero)** (Fire, Police and Ambulance)

Family:	Family:	Family:
Work:	Friends:	Friends:
School:		

Important contact details – name and phone number:

Insurer:	Policy Number:	Phone:
Electricity:		Phone:
Water:		Phone:
Gas:		Phone:
Phone Company:		Phone:
Council:	Phone:	

Leave early:

List all names and contact phone numbers of household members who have decided to leave early – then complete Section 1.

Names:
Phone:

Stay:

List all names and contact phone numbers of household members who have decided to stay – then complete Section 2.

Names:
Phone:

Leave early – Section 1

Pull this Bushfire Survival Plan lift-out from this document and keep in a safe place.

Leaving early will always be the safest option for you and your family. It is extremely important for you to prepare a detailed leave-early plan to ensure everyone understands what to do and when. Use the boxes below to list tasks to do.

When to go – Think of different triggers that will cause you and your family to leave early. Think about what you will do if you have sent the children to school that day. Think about whether or not you will have to travel from work into the fire zone.

Where to go – Identify one or more safer locations. Consider putting on personal protective clothing before you leave home.

How to get there – What roads will you take to your destination? Have an alternative route if your first choice is impassable.

What to take – Make a list of your most valuable items (e.g. insurance papers, electronic records, photo albums, passports, birth certificates and other important information).

Stay – Section 2

Anyone who is not going to leave early must be involved in completing this stay-and-defend plan to ensure they know what to do. Every stay plan will be different depending on your circumstances. Use the boxes below to list tasks to do.

Before the fire approaches – Start getting yourself and your property ready for a bushfire.

As the fire approaches – Prepare for ember attack on or near your home.
Remember to put on personal protective clothing.

As the fire front arrives – Stay safe by monitoring the fire from inside your home.

After the fire passed – Patrol your property and extinguish any spot fires or burning embers.
You may need to keep this up for several hours.

Everyone must have a contingency plan

Have a contingency plan – what will you do if you can't activate your Bushfire Survival Plan? Remember that leaving late can lead to loss of life.

Know where your nearest NSP is and how to get there.

ACTIVATING YOUR BUSHFIRE SURVIVAL PLAN

Once you have prepared your Bushfire Survival Plan and completed your preparations, it is absolutely essential that you regularly practise and review your plan. This will make sure you and your family are well organised in the event of a bushfire. If a bushfire threatens the health and safety of you, your family, home or property, you should follow these steps:

Step 1 – Activate your Bushfire Survival Plan

Someone must take charge and lead other family members through this emotional experience by carefully communicating the various tasks set out in the plan. Know who is going to leave early and who is going to stay.

Step 2 – Put on your personal protective clothing

Every member of the family must change into their personal protective clothing, including long pants, long-sleeve-shirt and closed-in shoes.

Step 3A – Pack your vehicle and leave early

If your plan is to leave early, pack all valuables in your vehicle (see Evacuation Kit) and relocate to your designated safer location. Give yourself enough time to get you and your family to safety. Don't return home until it is safe to do so.

Step3B – Implement your strategy to stay and defend

If your plan is to stay, ensure you have all the items in the Bushfire Emergency Kit ready to go. This can be a dangerous option, and you should be physically and mentally prepared.

OR

Step 4 – Keep informed of bushfire activity

Listen to the radio, television, internet, firefighters and/or police for information on the fire in your local area. Bushfire is dynamic and unpredictable, so you need to be prepared for the unexpected. Warnings are not guaranteed, so do whatever is necessary to ensure you remain safe.

BUSHFIRE EMERGENCY KIT

You need to have a Bushfire Emergency Kit stored in an area of the house that is safe and easy to access. It should contain:

- protective clothing
- mop
- gloves
- torch
- hoses
- shovel
- towels
- buckets
- safety goggles
- ladder
- medications
- bottled drinking water
- fire extinguishers
- battery-operated radio
- spare batteries
- smoke mask
- woollen blankets
- first-aid kit
- knapsack sprayer
- protective clothing for the whole family.



EVACUATION KIT

Write a list of all items your family will need before, during, and after your relocation. The list below shows items that you might like to put in your evacuation kit:

- protective clothing for the whole family
- battery-operated radio and spare batteries
- safety goggles
- mobile phone and battery charger
- medications
- wallet or purse and money
- clothing (two sets of clothes for each family member)
- identity information (passports, birth certificates)
- bottled water (enough for each relocated family member)
- family and friends' phone numbers
- items of high importance (e.g. family photos, valuables, important documents)
- blankets (natural fibres)
- children's toys.



BUSHFIRE RISK SELF-ASSESSMENT CHECKLIST



This basic self-assessment checklist is designed to give you a greater understanding of the bushfire risk level relevant to your property. Information provided in this assessment will assist you when completing your Bushfire Survival Plan.

Address:

Postcode:

Property Owner / Property Name:

ACCESS/EGRESS

Road/Street/Driveway

PLEASE ✓ APPROPRIATE BOX

Clear of overhanging vegetation	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Unrestricted gate access	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Clear of overhead power lines	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Able to reverse in	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Turning/passing areas	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Heavy vehicle access on cattle grid/bridge	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Alternative way out	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Two-wheel drive access	Yes <input type="checkbox"/>	No <input type="checkbox"/>

STRUCTURE/S

Exterior walls – non-combustible	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Roof ridge capping sealed	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Eaves enclosed	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Roofing gutters and valleys clear of leaf litter and fine fuels	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Underfloor enclosed	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Vents screened	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Windows – non-combustible finishing	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Deck/veranda non-combustible	Yes <input type="checkbox"/>	No <input type="checkbox"/>

WATER SUPPLY

Reticulated water supply	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Tank supply with QFES access – 50 mm male camlock fitting so fire fighters can use water if needed	Yes <input type="checkbox"/>	No <input type="checkbox"/>
QFES accessible external open water supply (dam/pool)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Firefighting pump and hose connected to water supply	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Other considerations

There are a range of other things to be considered regardless of your decision to leave early or stay:

- Firefighting equipment (such as pumps, hoses and sprinkler systems) should be tested regularly and maintained in maximum operational working condition.
- Firefighters may need access to your property during a bushfire. So, it is in your best interests to allow enough space for fire trucks (4 metres wide by 4 metres high).
- Your pets, livestock, and other animals require proper care and attention during fires. Consider food, medication, transportation and sleeping arrangements for your animals.

Will there always be a fire truck available to fight a bushfire threatening my home?

No, not always. Fire trucks and firefighters are a limited resource, so it is important they are deployed in an appropriate manner to best manage the fire. The QFES cannot guarantee a fire truck will be available to defend every home during a large bushfire event.

Will someone from an emergency service knock on my door when it is time to leave?

Emergency services personnel are not always available to alert the community of potential risks by door knocking and encouraging you to leave. Monitor local radio stations, television networks and emergency service websites for information updates. Remember, the safest option is to leave early. Leaving too late can be fatal.

Is my home at risk from burning if there is more than 50 metres between my home and nearly bushland?

Yes, most houses destroyed in bushfires are lost as a result of ember attack. Under certain conditions, embers can cause fires to ignite up to 20 kilometres in front of the main fire. A combination of your level of preparation and your home construction will determine the survivability of your home.

What does leaving early mean?

Leaving early means before a bushfire event has reached your neighbourhood. Leaving early could be the day before or morning of predicted extreme or catastrophic bushfire weather.

Can I be made to leave my home during a bushfire?

In Queensland, you can be ordered by the Police or Fire Service to evacuate if they believe it is necessary for your safety.

Is cleaning my gutters and mowing my lawns enough to prepare my property for bushfire?

No! Fire requires fuel, heat and oxygen to occur. The radiant heat and flying embers produced by bushfires mean that overhanging trees, shrubs and mulch against homes, woodpiles, old building materials, outdoor furniture or other objects stored under the deck or chemicals in the garden will quickly ignite. Do yourself and your neighbours a favour by taking the time to properly prepare your whole property, which includes yourself, your house and your land.

If I know the backstreets in my suburb or town very well, is it okay for me to leave at the last minute?

If your decision in your Bushfire Survival Plan is to leave early, then you should leave well before the fire front reaches your property. Irrespective of your local area knowledge, you must stick to your plan and leave early. Leaving late can be fatal.

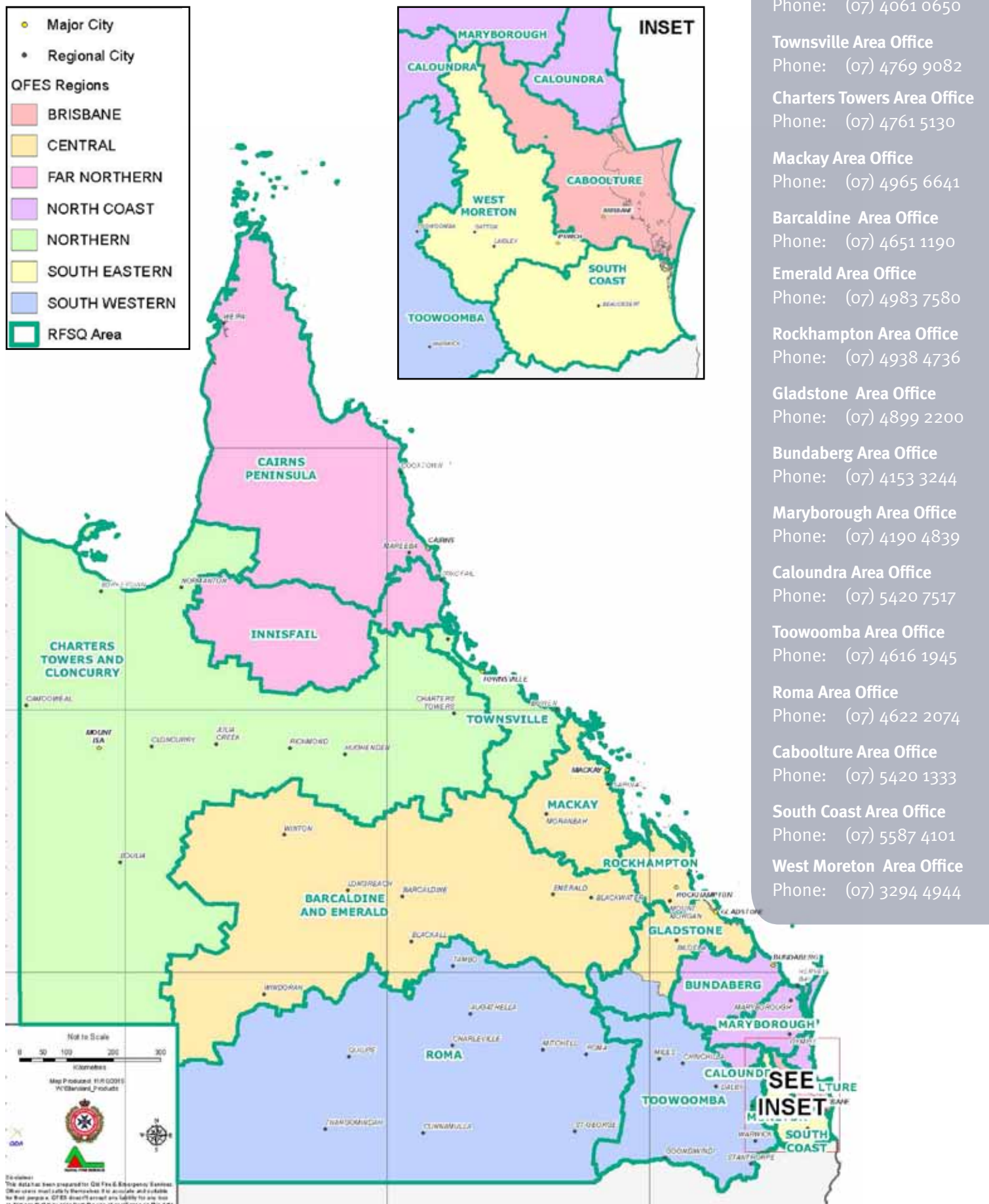
FAQ'S

NOTES

[illegible]

Rural Fire Service Queensland Areas

For further assistance contact your local Area Office



Bushfire is a very real risk to many of our suburbs, so make sure you are prepared now!

FOR FURTHER INFORMATION

GO TO

www.ruralfire.qld.gov.au
www.qfes.qld.gov.au

OR

book a free
“Are you Bushfire Prepared?”
presentation by calling

13 QGOV



facebook.com/QldFireandRescueService



twitter.com/QldFES or [@QldFES](https://twitter.com/QldFES)



youtube.com/FireRescueQld



Senior and **Safer**

Practical tips for a safer home

Including your

- home escape plan
- emergency phone list.

Queensland Fire and Emergency Services – making Queensland a safer place

This booklet is an initiative of the Queensland Fire and Emergency Services,
produced with the assistance of the Queensland Ambulance Service.

**For details of all community programs and initiatives phone 13 QGOV (13 74 68)
or go to www.qld.gov.au.**

Items in this booklet are for information only and provided in good faith. The Queensland Fire and Emergency Services are under no liability to any person in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly, in respect of reliance by any person on the information contained in this booklet.

Table of contents

Welcome to the front yard.....	2
Making living areas safe	3
Reduce electrical shocks	3
Greater fire risk in the kitchen.....	4
Learn to use fire safety equipment.....	4
Stovetop oil or fat fires	5
First aid for burns and scalds.....	5
Bedrooms – plan a safe sleeping area	6
Prevention of heat related illness	7
Laundry – keep the path clear	8
Bathroom – a high risk fall area.....	8
Steps to safety in a house fire.....	9
First aid for smoke inhalation	9
Working smoke alarms save lives	10
Balancing security against safety.....	11
The backyard – simple steps for safety	12
Care with flammable items and household chemicals	13
Fire safe your caravan or mobile home.....	14
Natural disasters.....	15
Natural disaster action guide	16
Emergency and first aid kits	20
Triple Zero	21
Emergency information list	21
Home escape plan	23
Develop and emergency plan	25
Learn CPR.....	25

Welcome to the front yard

The advice in this home safety booklet, designed to reduce the risk of injury to yourself, loved ones and visitors, begins at the front gate. For example, a wet path, covered with grass clippings or with a hose lying across it, has the potential to cause a fall. Check these safety tips:

- ☐ Make sure your street number can be clearly identified day and night
- ☐ Keep pathways clear of obstructions such as hoses and plant material
- ☐ Check branches overhanging power lines. Ask for advice from relevant electricity authorities; seek help in cutting back the branches
- ☐ At night, make sure the outside lighting on your house is bright enough so occupants and visitors can see. If necessary, install sensor lighting along well-used pathways
- ☐ Make sure pets can be secured during an emergency.

Entry to your home

While a security door may keep intruders out, it can also trap occupants during an emergency and prevent access by emergency services. Check these safety tips:

- ☐ Make sure the location of the security door key is known and accessible to all occupants so people inside can leave quickly or allow swift access by emergency services
- ☐ Check that steps to the house are in good order with handrails on both sides. Fix non-slip strips to the steps to reduce the risk of falls
- ☐ Minimise clutter on the front verandah, patio or porch for ease of access or exit.

In the entry area, shiny, slippery floors, wrinkled carpet runners or dim lighting can cause a fall. Therefore, consider your family, emergency services personnel and others who make regular house calls, such as delivered meals or other home support services so they are not at risk.



Making living areas safe

Reducing clutter in the living area goes a long way towards creating a safer place. Check these safety tips:

- ☐ Rearrange furniture so pathways are clear
- ☐ Secure top-heavy items such as entertainment units to the wall so they do not topple onto someone
- ☐ Check for sharp corners or edges on furniture (senior people's skin is very vulnerable and easily torn, or the body can be bruised more easily)
- ☐ Remove small lightweight mats and place anti-slip strips on the back of heavier mats or rugs on polished floors.
- ☐ Place a metal firescreen in front of an open fireplace to contain burning embers
- ☐ Carefully stub out cigarette butts in a solid ashtray to reduce the risk of fire
- ☐ Check the furniture for cigarette butts and ashes before going to bed. Cigarette embers can smoulder unnoticed and later burst into flame
- ☐ Keep furniture and curtains at least one metre from heaters
- ☐ Dry clothes in a clothes dryer, not in front of a heater
- ☐ Allow plenty of ventilation around home entertainment equipment so heat can escape and turn off electrical appliances when not in use
- ☐ Never run electrical cords under mats or carpets or across a room
- ☐ Maintain electrical appliances as per manufacturers' instructions; always have repairs carried out by an authorised agent or electrician
- ☐ Do not load up power points with double adaptors – use power boards; those with an overload switch that meets Australian Standards are recommended.
- ☐ Do not use appliances with frayed, taped or damaged cords.

Reduce electrical shocks

To reduce the risk of electrical shocks or fire, make arrangements for an electrician to fit an earth leakage safety switch (these are already fitted in homes built after 1992). Ask your electrician to make sure any extra needs, such as air conditioners do not overload the mains power board.



Greater fire risk in the kitchen

The kitchen, the heart of a home, can become an area of potential fire risk. In fact, Queensland Fire and Emergency Services reports that one third of all house fires begin in the kitchen.

However, there are some simple solutions to minimise the risk of both fire and injury – check these safety tips:

- ☐ Plan a clutter-free kitchen – make sure frequently-used items are within easy reach
- ☐ Do not allow curtains, blinds or other combustibles near cooking appliances
- ☐ When cooking, avoid wearing garments with long, loose-fitting sleeves
- ☐ Make sure frying pan/saucepan handles are turned away from the stove's front edge
- ☐ Turn off hotplates when you leave the kitchen or when the phone rings. When all cooking is finished, turn off the stove safety switch (where fitted)
- ☐ Wipe up spilt water and food immediately to avoid slipping
- ☐ Turn off electrical appliances at the wall before cleaning
- ☐ Make sure you have a fully stocked and regularly maintained first aid kit (see page 22)
- ☐ Have a fire blanket and extinguisher available and know how to use them
- ☐ In case of fire, ALWAYS have a clear escape route.

Learn to use fire safety equipment



Place fire safety equipment* (e.g. extinguisher or fire blanket) in the kitchen between the stove and exit so you can reach them without getting too close to the fire, while ALWAYS being in a position to escape. Learn how to use an extinguisher/fire blanket before an emergency occurs.

** This equipment can be purchased from most hardware stores or through 'Fire Protection Equipment and Consultants' in the Yellow Pages.*

Stovetop oil or fat fires

Stovetop fires are often the start of a blaze that destroys homes. If the fire has spread beyond the stovetop, evacuate immediately. Phone Triple Zero (000) from a mobile or from a neighbour's house.

If oil or fat catches fire in a pot or pan, turn off the heat (if possible) and use a correctly fitting lid to smother the flames. If the lid is not available, a fire blanket (the larger the size the better) can be used. A domestic fire extinguisher can also be effective if you follow the manufacturer's instructions. Under no circumstances remove the lid or fire blanket or move the pot, until the pot has fully cooled down.

Before fighting any fire, always consider the size of the fire, the tools you have available to fight it and your physical capabilities. ALWAYS have a clear escape route behind you.

Don't forget to regularly clean the filter/s in the rangehood above the stove as these may ignite and take the flames through the flue into the ceiling.



First aid for burns and scalds

Contact with any excessive heat source may lead to a burn or scald. Prompt first aid will help the healing process and assist in a full recovery. Check these safety tips:

- ☐ Cool the affected area immediately with cold running water from a tap or shower and continue for at least 20 minutes
- ☐ Do not remove any clothing that is sticking to the skin or wound at the burn site. Remove any rings, watches or other jewellery as quickly as possible due to likely swelling of the affected area
- ☐ After cooling the injured area, apply a sterile non-stick dressing
- ☐ If the burn is larger than the palm of the hand, phone Triple Zero (000).

Remember:

- *Do not apply ice directly to the burn*
- *Cool the burn area only with water for 20 minutes*
- *Do not break blisters or remove peeled skin*
- *Do not try to remove any clothing that is stuck to a burn*
- *Do not apply creams, ointments, lotions or gels to a burn injury*
- *Elevate burned limbs where possible*
- *Maintain the injured person's body temperature*
- *Rest and reassure the injured person*
- *Monitor breathing until medical help arrives.*

Bedrooms – plan a safe sleeping area

Injuries can occur in bedrooms so it is important to plan for future physical needs.

Not all measures require a huge outlay. Changes may include simply reducing clutter on the bedroom floor or making sure there is space for reading glasses on the bedside table. Check these safety tips:

- ☐ Install a telephone wall socket beside the bed for convenience and emergency calls (remember, cordless phones do not work if the power fails)
- ☐ Keep a torch handy if you cannot reach a light switch from your bed. If you have bedside lights, make sure you can reach them from the bed
- ☐ Have a battery-powered radio nearby in case of power failure
- ☐ Turn off the electric blanket before getting into bed
- ☐ Never smoke in bed
- ☐ Turn off and unplug electric blankets when not in use. When storing electric blankets roll them up – do not fold them
- ☐ Keep the bedroom floor free of electrical cords and general clutter
- ☐ Make sure your glasses are within easy reach for when you get out of bed
- ☐ When getting out of bed, sit up and place both feet firmly on the floor before standing up.
- ☐ If you have a personal alarm pendant, sleep with it on.



Photoelectric smoke alarms give earlier warning of the most common domestic fires, than other kinds of alarms.

Install photoelectric smoke alarms in a hallway outside bedrooms and/or between the living areas and the bedrooms.

safehome

Individual households may receive free in-home safety advice from local firefighters. Find out more about smoke alarms, escape plans and other key safety issues.

For Safehome bookings, phone 13 QGOV (13 74 68).

Prevention of heat related illness

A heat wave occurs when there are more than a few days in a row of above-average temperature, often combined with high humidity. Babies, children under four years, older people, people with a chronic condition or illness, people who are overweight and people who undertake vigorous exercise are the most susceptible to the effects of a heat wave.

If a heatwave is predicted or is happening, you should do the following:

1. Drink water

- Drink small amounts of water every 15-20 minutes, even if you don't feel thirsty.
- Drink cool drinks – avoid the use of ice as it can cause cramps.
- Avoid drinks that contain alcohol, caffeine or a lot of sugar. They can cause dehydration.
- Monitor urine output. If you are passing less urine than usual you are not drinking enough. Urine should be clear to light straw colour – any darker could be a sign of dehydration.
- If you are on medication, check with your doctor about how much water you should drink.

Tip

Each morning, fill a large jug with water and ensure it is finished by the end of the day.

2. Modify your lifestyle

- Eat small meals and eat more often.
- Slow down and avoid strenuous activity.
- Wear lightweight, light coloured, cotton clothing.
- Take additional cool showers during the day.

Tip

Stay inside (with adequate ventilation) or visit an air conditioned building such as a shopping centre.

3. Staying inside

- Use blinds and curtains to shade your house from the sun.
- Stay inside between 10.00am and 3.00pm.

4. Call family or friends

- Check on the wellbeing of family members, friends and neighbours.

Tip

While you are at home, keep windows and doors open and use a fan to keep the air circulating.

Be alert to these signs of heat stress:

- loss of appetite
- rising body temperature
- dry mouth and eyes
- tiredness, dizziness, headache
- nausea, loss of concentration
- muscle weakness or cramps.

Remember:

If you have any doubts about your condition (or someone else's), phone Triple Zero (000), request the ambulance service and ask the Queensland Ambulance Service Emergency Medical Dispatcher for advice.

Laundry – keep the path clear

Always keep laundries tidy because they are often used as an emergency exit or entry. Check these safety tips:



- ☐ Reduce clutter – set up a storage area for the ironing board, brooms etc
- ☐ Clean the clothes dryer filter after each use to reduce fire risk
- ☐ Look after appliances and electrical leads such as the iron cord because these can fray and cause an electrical fire
- ☐ Always have electrical repairs carried out by an authorised agent or electrician
- ☐ Avoid the risk of chemical poisoning or misuse: do not transfer chemicals from their original container to another
- ☐ Store chemicals in a locked cupboard which is inaccessible to children.
- ☐ Turning off the tap to the washing machine can reduce the risk of a burst hose causing an internal flood and a dangerously slippery floor.

Bathroom – a high risk fall area

Slippery surfaces or difficulties getting in or out of the bath or shower can cause slips, trips or falls in the bathroom or toilet. Plan NOW for your future needs in these areas. Check these safety tips:

- ☐ If the bathroom floor becomes particularly slippery when wet, investigate ways to reduce its slippery nature
- ☐ Even if you are not currently frail, consider planning for the future by installing grab rails over the bath, in the shower recess and beside the toilet to reduce the risk of falls
- ☐ Use non-slip strips in the bottom of the shower or bath
- ☐ Where possible, avoid using the bath if you are unsteady on your feet
- ☐ Make sure items such as hair dryers, radios and electric razors are not used in any damp areas and are out of the reach of children
- ☐ Store medication and cleaning agents separately in locked cupboards
- ☐ Re-fit bathroom/toilet doors or fit lift hinges so doors open outwards (a person may become trapped if they collapse against an inward-opening door).
- ☐ Most personal alarm pendants are water-proof. If you have one, wear it when you shower.

Scalds

To protect children and seniors, check the water temperature when running a bath or shower. Turn on the cold first, then add hot water and finish with cold. (The hot water temperature in most Australian homes is about 60°C, 10°C more than the ideal maximum safe temperature of 50°C.)

Steps to safety in a house fire

If fire strikes your home, the air is much cleaner, cooler and clearer near the floor. When making your escape, keep as low as possible. Check these safety tips:

- ☐ Survival means crawling on your hands and knees, so 'Get down low and go, go, go'
- ☐ After leaving the home, gather everyone at a suitable, safe location such as the letterbox
- ☐ Once everyone is out, DO NOT GO BACK INSIDE THE HOUSE, not even for family pets or treasured belongings
- ☐ Go to a neighbour's house and phone Triple Zero (000). For mobile phones see details in the Emergency Information List
- ☐ Wait outside for firefighters. Tell them where the fire started and whether anyone is still inside the house
- ☐ Always make sure your house number is clearly visible to emergency vehicles.

First aid for smoke inhalation

If a person has been exposed to smoke from a fire they may be suffering from smoke inhalation. The treatment for smoke inhalation is:

1. Assess the situation for danger.
2. Phone Triple Zero (000) and ask for the ambulance service.
3. Check the person for a response.
4. If the person is unconscious and not breathing normally, begin cardiopulmonary resuscitation (CPR).
5. If the person is conscious, reassure them and make them comfortable, sitting them upright often helps.
6. Monitor breathing until paramedics arrive.

Working smoke alarms save lives

Fires start quietly and spread very quickly. Smoke is a silent killer and when people are asleep, their sense of smell is largely diminished and they are unlikely to smell smoke.

Photoelectric smoke alarms give earlier warning of smouldering fires (the most common domestic fire), than other kinds of alarms. This is likely to alert occupants in time to safely escape from a house fire.

Photo-electric smoke alarms are less prone to nuisance alarms therefore it's less likely that occupants will disable them to stop annoying and unwanted alarms.

Smoke alarms help save lives and property by producing a loud warning sound that can give you time to get out of the house. (The risk of a fire death in homes without a smoke alarm is up to three times higher than for homes with alarms.)

For your safety and peace of mind, correctly install smoke alarms on each level of your home, fitting them in living areas and outside bedrooms. Check these safety tips:

- ☐ Test your smoke alarms regularly and follow manufacturer's instructions
- ☐ Change the batteries of battery-operated alarms at least once a year – decide on a memorable day (e.g. April 1) or an anniversary, birthday or public holiday
- ☐ Test and clean smoke alarms monthly using the nozzle of a vacuum cleaner or soft brush
- ☐ Check the manufacturer's instructions for mains-powered smoke alarms as the back-up battery may require changing every 12 months.

Smoke Alarm Laws:

Since 1 July 2007 all homes and units throughout Queensland must have working smoke alarms. The Queensland Fire and Emergency Services recommends the installation of photoelectric smoke alarms.

For more information phone Smart Service Queensland on 13 QGOV (13 74 68) or visit www.qfes.qld.gov.au

Note: All homes built or substantially renovated after 1997 must have mains-powered smoke alarms installed.



Balancing security against safety

Home security measures, such as deadlocks on doors and windows, may be necessary, however it is important not to let these precautions trap you inside your home in an emergency. Check these safety tips:

- ☐ Have one common key for all door locks
- ☐ Keep a spare key where it cannot be seen or reached by intruders. For example, hang it in the middle of the back of a door
- ☐ Choose window security screens that can be opened from the inside
- ☐ Show all occupants, including overnight visitors, how to escape through security doors or windows if an emergency occurs.
- ☐ A spare key can be kept outside in a secure key safe.



Don't let security fittings trap you in your home

The backyard – simple steps for safety

While the backyard is a natural retreat, as with many other areas of the home, there are a number of risky situations which may cause an injury. Check these safety tips:



- ☐ Clear out gutters regularly to prevent fire or storm damage (safety authorities recommend professional home maintenance people be engaged for this task)
- ☐ During the storm season, clean up and secure all loose items around the house
- ☐ When moving a vehicle, know exactly where children are so they are not at risk. A safe method is to place them in the vehicle with you or ask an adult to supervise them
- ☐ If operating electric garage doors, be extra careful when young children are around
- ☐ Secure tools in a shed, particularly if there are children around
- ☐ Store chemicals securely (see page 13)
- ☐ Keep pathways clear of slippery items and beware of uneven paving
- ☐ Tidy up dog food and water bowls. Make sure dry dog food is not scattered on a path – the pellets can have the effect of ball bearings and lead to a serious fall
- ☐ Remove poisonous or irritating plants or weeds (for further information visit www.health.qld.gov.au/PoisonsInformationCentre/default.asp)
- ☐ Mow your lawn wearing closed-in footwear, long pants, a hat and ear protectors
- ☐ Wear protective gloves when hands are likely to come into contact with venomous spiders (e.g. under pot plants, in wood pile).



Care with flammable items and household chemicals

Chemicals used every day around the home have the potential to harm people, the environment and either cause or fuel a fire. Check these safety tips:

- ☐ Do not transfer chemicals from one container to another
- ☐ Remove flammable materials such as oily rags, old newspapers and timber from under the house, in the shed or carport
- ☐ Never store flammable materials near heat sources such as portable heaters and BBQs
- ☐ When using chemicals, follow the directions on the label for storage and disposal and check the manufacturer's advice for recommended protective equipment and clothing
- ☐ Avoid mixing common household chemicals; stored chemicals should be clearly marked.

For enquiries about chemicals: phone Smart Service Queensland on 13 QGOV (13 74 68).



Learn first aid

A first aid course with Queensland Ambulance Service (QAS) provides practical hands-on training so the public can gain the necessary skills and confidence to respond to an emergency. To enrol in a course or to find out more about any QAS product, phone 13 QGOV (13 74 68) or visit www.ambulance.qld.gov.au

Fire safe your caravan or mobile home

Caravans and mobile homes can be used for recreational purposes or occupied as permanent dwellings in caravan parks.

Whatever the purpose, check these safety tips:



- ☐ Fit gas cylinders on the outside of the van or mobile home, or install them in a storage cabinet approved to Australian Standards
- ☐ Make sure the relief valve of the gas cylinder is pointed away from the van in case the cylinder overheats
- ☐ Turn off gas cylinders before towing your van or starting the engine of a mobile home
- ☐ If your van or mobile home has been driven on rough roads, arrange for a qualified person to check gas cylinders, pipes and fittings
- ☐ Make sure the power lead for your van or mobile home is a suitable size for the power load and is in good condition. Damaged cords must be replaced
- ☐ Store clothes and linen away from the kitchen
- ☐ Never leave cooking unattended
- ☐ Know where the escape windows and hatches are located and how they work
- ☐ Keep doors, windows and hatches clear of obstructions
- ☐ Fit and maintain a smoke alarm
- ☐ Make sure fire extinguishers are inspected and regularly serviced
- ☐ For added safety, install a fire blanket near the caravan door
- ☐ Store all flammable liquids outside the van but not under it
- ☐ Have a first aid kit in your van or mobile home (see page 20).



Natural disasters

Nature reminds everyone from time to time not to take it for granted. Although storms, lightning, cyclones, floods, heatwaves and bushfires are some of the most common threats, tidal surges, landslides and earthquakes may also occur. You can help prepare your family and your home by developing an Emergency Plan, preparing your home and preparing an Emergency Kit (See page 20).



If you decide to evacuate or are requested to evacuate by a government agency, do so as soon as possible. Do not delay your departure until the last moment, especially if you are older or caring for young children. If you are instructed to evacuate, check these safety tips:

- ☐ Follow all instructions from emergency services personnel
- ☐ Before an emergency situation develops, if time permits, telephone an out-of-town relative or friend to let them know where you are likely to be
- ☐ Use travel routes specified by emergency services. Do not travel via a shortcut because certain areas may be impassable or dangerous
- ☐ Allow for the special needs of infants, the aged and people with disabilities
- ☐ Turn off the electricity, gas and water, unplug appliances, and lock doors and windows
- ☐ Make sure all people in the household are wearing long-sleeved shirts, long pants, a hat and sturdy shoes for their protection
- ☐ Take your emergency kit
- ☐ Take important documents, as many as you can safely manage
- ☐ Stay away from fallen power lines
- ☐ If you go to an evacuation centre, notify the registration desk so others can find you
- ☐ If you go to the home of a relative or friend, advise the evacuation centre
- ☐ When told it is safe, return to your home and open windows to provide ventilation.

If you decide to stay in your home during a natural disaster, make sure your home has been well prepared in advance. Check the following safety tips:

- ☐ Tune into your local radio and TV station to listen out for warnings, weather updates and local community safety announcements
- ☐ Log onto the Bureau of Meteorology www.bom.gov.au (phone 1300 659 219- Qld only) for weather warnings and the Queensland Disaster Management Website www.disaster.qld.gov.au for further information on disaster events
- ☐ Have your emergency kit ready
- ☐ Prepare a supply of medications for children and seniors with special needs
- ☐ Have sufficient quantities of food (plus can opener) and water for at least three days
- ☐ Pack sturdy footwear/clothing, strong plastic bags for documents, clothing and rubbish.

Natural disaster action guide

Storm and lightning

Severe storms can produce large hail, damaging wind, lightning and heavy rainfall and cause more damage than any other event. Preventative action, both outdoors and indoors, can reduce the risk from storms and lightning strikes. For example, check with your local electrical contractor for advice on surge protectors and lightning conductors. Check these safety tips on preparations you should take to minimise the risk to you and your property:



Before the storm

- ☐ Tune into your local radio station to listen for storm updates (portable radio)
- ☐ Disconnect computers, televisions and other electrical/electronic appliances
- ☐ Keep guttering and downpipes clear; secure loose items in your yard
- ☐ Store poisons above ground level in case of flash floods
- ☐ Secure all windows and doors.



**FLOOD STORM
EMERGENCY
132 500**

call for

STORM DAMAGE
RISING FLOOD WATER
FALLEN TREES ON BUILDINGS
DAMAGED ROOF

During a storm

- ☐ Stay inside, take shelter, remain clear of windows and make sure your pets are safe
- ☐ Avoid using fixed line telephones unless essential
- ☐ Avoid contact with metal fixtures such as roofs, guttering, downpipes and taps
- ☐ If outdoors, find safe shelter (solid building) but not under trees or metal structures. If far from shelter, crouch down, don't lie flat.
- ☐ Avoid metal objects such as ladders, umbrellas, fences and clothes lines
- ☐ If driving, stop clear of trees, power lines and streams
- ☐ If boating or swimming, leave the water immediately.

After the storm has passed

- ☐ Check the radio for updated weather reports and power outages
- ☐ Confirm the location and safety of family members and neighbours
- ☐ Beware of fallen power lines
- ☐ Check your house for damage and trees for stability
- ☐ Check your fuse box. Operate only essential household items.



Flood

Floods can happen in a flash so it's important to know your local area, particularly if there is a history of flooding. The Bureau of Meteorology provides the following warnings:

- Generalised flood warnings where flooding is occurring, or is expected to occur, in a particular region where no specialised warning systems have been installed
- Warnings for severe storms that may cause flash flooding
- Warnings of minor, moderate or major flooding in areas where specialised warning systems have been installed. In these areas the warning message will identify the river valley, the locations expected to be flooded, the likely severity of the flooding and when it is likely to occur.

When you hear warnings for the potential of flood or severe storm:

- ☐ Stay tuned into your local radio/ television station for warnings and updates
- ☐ Identify evacuation routes and centres via your local council website and be ready to evacuate if necessary
- ☐ Follow instructions from local authorities
- ☐ Move vehicles, outdoor equipment, garbage, chemicals, poisons and valuables to higher locations
- ☐ Check your Emergency Kit is fully stocked.



Cyclone

Cyclones are dangerous because they produce destructive winds, heavy rainfall and damaging storm surges. Collect information by asking neighbours, your State Emergency Service (SES) and the local council about whether cyclones have occurred in your area, what to expect and appropriate action to take. Be prepared with these safety tips:

Before the cyclone

- ☐ Tune into warnings via your local radio or TV station to keep up to date on the progress of a cyclone
- ☐ Find out if your home is in a storm tide evacuation area. If it is, arrange a safer place for your evacuation as part of your preparations
- ☐ Decide as early as possible whether you are going to evacuate and check the radio for details of safe routes and when to move (evacuations may be necessary based on reports of predicted wind speeds and storm surge heights)
- ☐ Clear your property of loose material which could blow about causing injury or damage.
- ☐ Fit window shutters or metal screens
- ☐ Trim tree branches well clear of your home
- ☐ Follow the advice of local authorities for appropriate action during each cyclone stage.



During a cyclone

- ☐ Move into the strongest part of the house and shelter well clear of windows, doors and skylights
- ☐ If the building begins to break up immediately seek shelter under a strong table or bench or under a heavy mattress.
- ☐ If you are told to return to your home, do so using the recommended routes only
- ☐ Confirm the location and safety of family members and neighbours

After a cyclone

- ☐ Remain indoors until you have received official advice that it is safe to go outside.

For more information to assist in developing your Emergency Plan, Emergency Kit and preparing your home, visit www.disaster.qld.gov.au

Signal sounds a warning

During major emergencies, Queensland residents are alerted by the sound of the Standard Emergency Warning Signal (SEWS) on radio or television, along with a message. To hear the signal, check the website: www.disaster.qld.gov.au/Warnings_and_Alerts/About_SEWS.html

Bushfire

Bushfire is one of nature's most devastating forces and the risks increase with the number of people in or near bushland, in semi-rural areas and residential estates on the outskirts of cities and towns. Check these basic bushfire safety tips:

- ☐ Clean out gutters and clear overhanging trees
- ☐ Tidy the yard, mow the grass and remove rubbish
- ☐ Store flammable items away from the house
- ☐ Check your firefighting equipment
- ☐ Have an emergency kit and first aid kit ready
- ☐ Ensure your property is easily identifiable.



People who are well prepared, both physically and mentally, can shelter in their homes and survive. If you are caught on the road during a bushfire, you stand a better chance of survival in your vehicle rather than fleeing on foot.

PREPARE.ACT.SURVIVE.

Whatever happens in a bushfire, and the choices you make, depend on your good planning and preparation. You may need to obtain information and act on it, without relying on authorities to tell you what is your best course of action. Apart from what you see, hear and smell, you may also receive fire updates directly from firefighters and police or via your telephone or local radio stations. Preparedness is the key.



Phone 13 QGOV (13 74 68) to receive free printed advice or to organise a bushfire presentation from local firefighters for your community group or street; or go to www.ruralfire.qld.gov.au.

Pets in emergencies

- ☐ Some evacuation centres may not accept animals so have an alternative plan
- ☐ If moving animals to a safer place, do so early to avoid unnecessary risk
- ☐ If staying at home, secure animals early so they do not take flight
- ☐ If you have to leave pets behind, try to leave them indoors in separate rooms with small or preferably no windows (e.g. laundry, bathroom)
- ☐ Provide adequate food and water in large heavy bowls
- ☐ If pets are left outside, do not tie them up.

Remember:

Your family's safety is paramount. Do not risk human life trying to find and protect pets.

Emergency Kit at the ready

For many emergencies, you may be able to shelter at home. In this situation you will need to rely on items you've included in your Emergency Kit. The items, which can include the following, should be stored in a sturdy carry bag or water-resistant container.

- ☐ Fresh water for three days
- ☐ Three days worth of non-perishable food and can opener
- ☐ First aid kit
- ☐ Portable radio
- ☐ Torch
- ☐ Sturdy gloves
- ☐ Spare batteries for radio and torch
- ☐ Essential medication
- ☐ Mobile phone and charger
- ☐ Important documents in sealed bags + cash
- ☐ Waterproof bags
- ☐ Toiletries



Additional items can include: medications, toiletry and sanitary supplies; special needs for infants, the aged and people with disabilities; sleeping equipment and spare clothes, including strong shoes, broad brimmed hat, leather gloves and sunscreen for each household member.

For further suggested items visit the website www.disaster.qld.gov.au

First aid kit

A general-purpose first aid kit should contain the following items which your pharmacist will be able to identify and supply.

1 packet of plastic strips	1 pair stainless steel scissors (sharp/blunt)
1 roll of non-allergenic tape	2 square gauze swabs
2 sterile eye pads	1 pair forceps
4 triangular bandages	1 pack (10) latex gloves
1 conforming gauze bandage (10cm)	1 resuscitation mask
1 conforming gauze bandage (7.5cm)	2 bottles eye irrigation (15ml)
1 conforming gauze bandage (5cm)	1 bottle antiseptic cream (50g)
1 hospital crepe bandage (10cm)	1 wound closure steri-strip
1 sterile combine dressing (9x10cm)	1 stainless steel splinter remover
1 sterile combine dressing (20x20cm)	1 bottle antiseptic solution (30ml)
1 sterile combine dressing (#14)	5 alcohol swabs
2 non-adhesive dressings (5x7.5cm)	1 first aid hints booklet
1 non-adhesive dressing (10x7.5cm)	

Triple Zero (000) calls

When should you make a Triple Zero (000) call?

Calls should only be made to Triple Zero (000) when police, fire or ambulance attendance is necessary in an emergency situation. When a situation does not fulfil this criterion, but still requires police, fire or ambulance attendance, you should obtain the appropriate numbers from the telephone directory or directory assistance.



What happens when you phone Triple Zero (000)?

Callers can be connected to police, fire or ambulance by phoning Triple Zero (000) from any fixed or mobile phone in Australia. Telstra operates the Triple Zero (000) emergency call service. Their role is to connect callers to the designated emergency services answer points as quickly as possible. You do not need to explain your emergency to this operator, simply advise them which service you require. The Triple Zero (000) service only deals with emergencies requiring police, fire or ambulance.

When requesting an emergency service, it is important to:

- STAY FOCUSED – answer the prompted questions
- STAY RELEVANT – use for emergency assistance only
- STAY ON THE LINE – until you speak to the requested emergency service.

Emergency information list

Complete the emergency information list on the reverse including your current health details, medications and allergies as well as your doctor/specialist details. Detach the page from this booklet and place it by your telephone.



Emergency information list

Ambulance • Fire • Police Triple Zero (000)	Other Emergency Numbers Local Council State Emergency Service (SES) 132 500 Electricity supplier Gas supplier Poisons Information Centre 13 11 26 QLD Government Electrical Safety Office..... 1300 650 662 For TTY phone 106 <i>Record other personal information in the sections below</i>
Phone 000 or 112 from mobiles if unsuccessful*	

In an emergency, contact...		
Name	Relationship (e.g. next of kin / friend) and address	Telephone

Personal details of household residents			
(You can bend this section underneath for privacy before placing this list by your phone)			
Resident's name. Date of birth	Medical conditions and allergies	Current medications and dose	Doctor/Specialist name and telephone

*For emergencies throughout Australia, phone Triple Zero (000). Although this number works on landline phones, if you phone Triple Zero (000) on some mobile phones it may not connect. In such cases, phone 112 on your mobile phone. If there is no mobile coverage available, you must phone Triple Zero (000) from a landline phone.

Complete this emergency information list and keep by the phone.



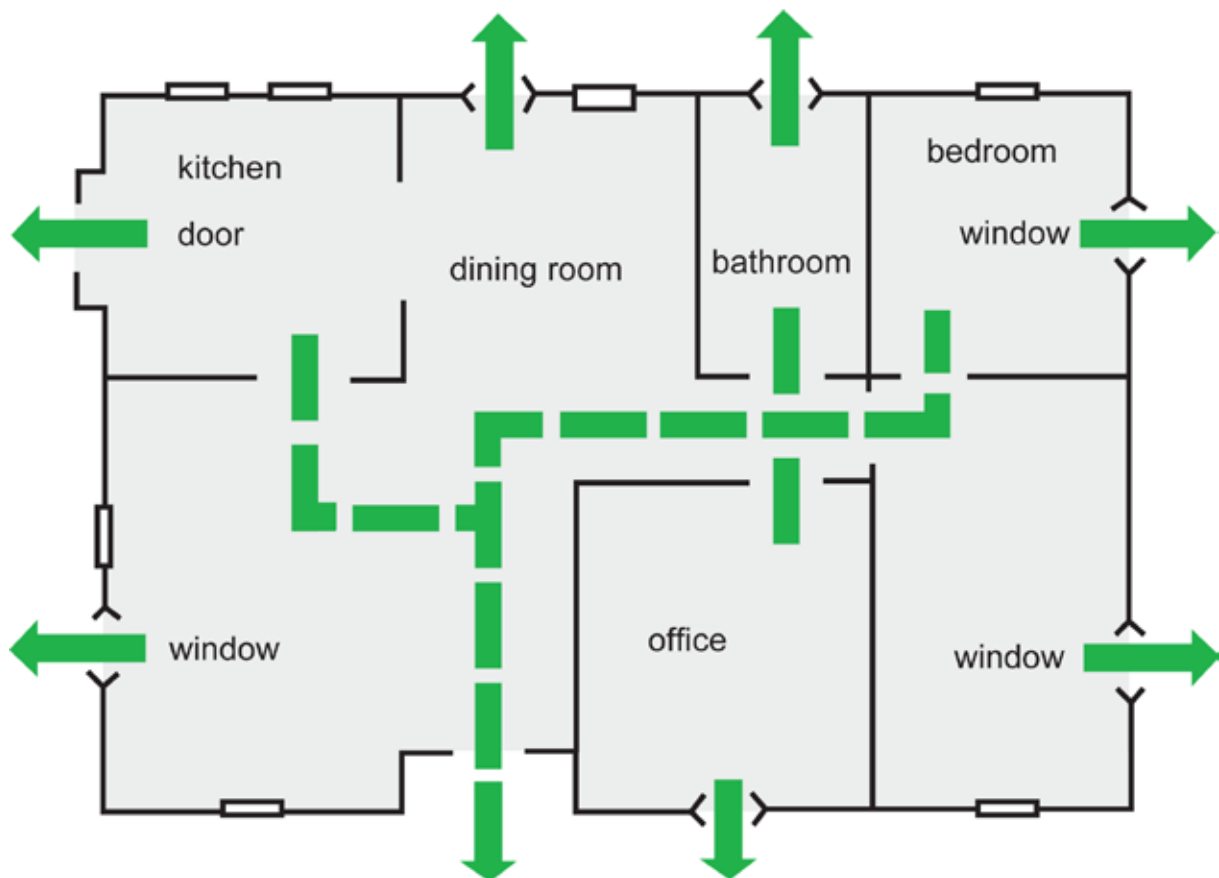
Home escape plan

When fire breaks out in the home it's far too late to start planning how to get out. That is why it is essential to prepare an escape plan in advance (see reverse side).

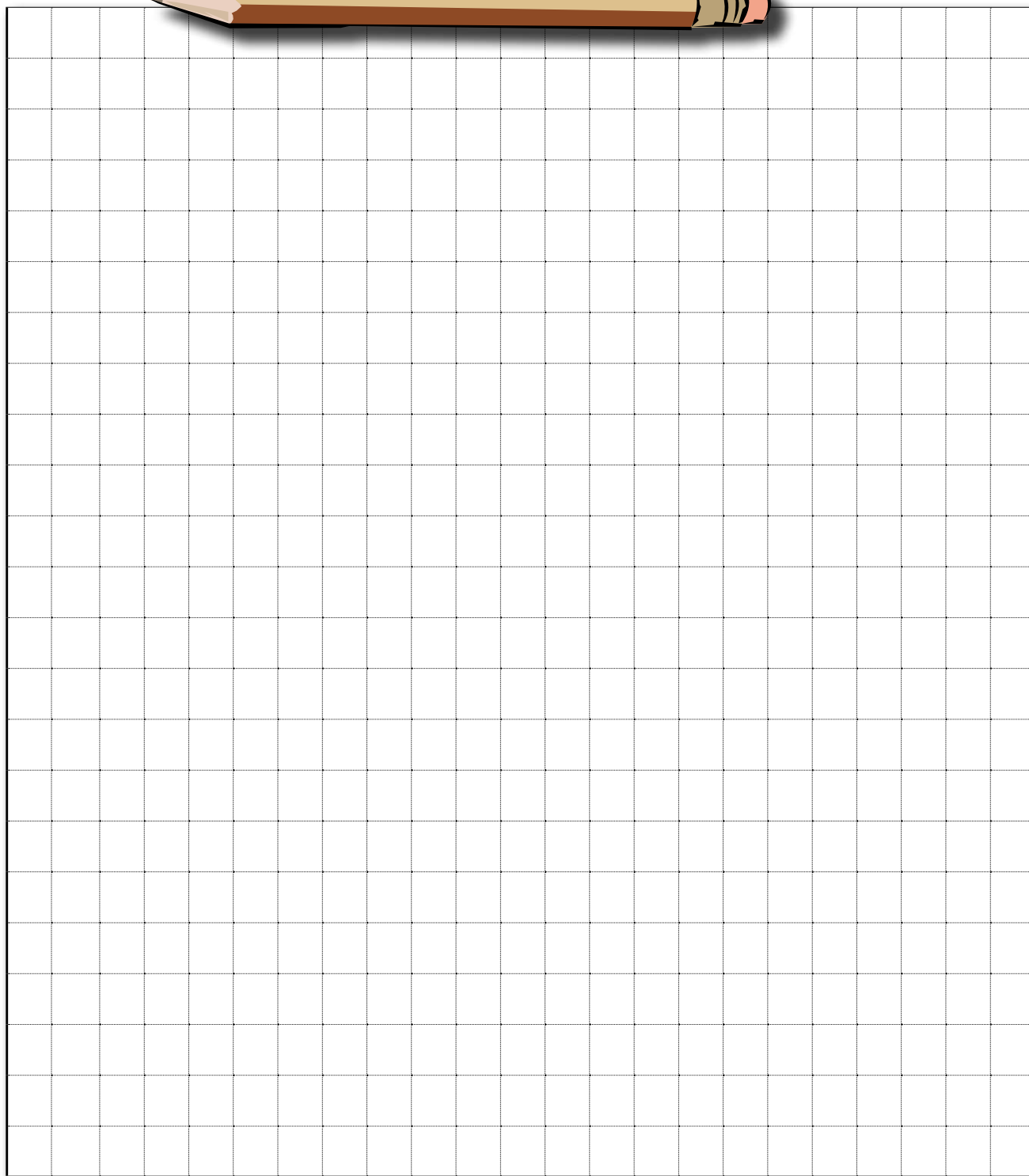
First, draw a floor plan of the house showing two ways out of every room – particularly bedrooms – and make sure everyone knows the plan, even your guests.

Secondly, practise your escape, especially at night, first with the lights on and then with the lights off. This is a sensible method because distances are difficult to judge in the dark. In addition, during a fire, heavy smoke could add to the pressure of locating an exit point.

See 'Steps to safety in a house fire' on page 9.



Draw your home escape plan



Develop an Emergency Plan

Find out about natural disasters that can occur in your area and decide how you can best prepare for such events. Here are some ideas to discuss and record on your Emergency Plan:

- Decide how you would keep in touch with carers and family and where you would evacuate to if required. Include a list of contact numbers on your Emergency Plan.
- Nominate two meeting places, one near your home and another outside your neighbourhood that you can easily evacuate to. Family or friends who live in secure accommodation further inland and on higher ground are the best option. Record these two locations on your Emergency Plan.
- Nominate an out of town or interstate family member or friend to be a point of contact in case you and your immediate family become separated and record their contact details on your Emergency Plan.
- Make a list of personal and household items to take with you in the case of evacuation.

Learn CPR



Queensland Ambulance Service (QAS) provides an accredited Perform Cardiopulmonary Resuscitation (CPR) course. The CPR training course assists members of the public to respond to and manage an unconscious casualty, perform CPR and communicate details of the incident.

To enrol in a course or to find out more about any QAS product, phone Smart Service Queensland on 13 QGOV (13 74 68) or visit www.ambulance.qld.gov.au.

Your final home safety checklist

At the very least, make sure you have these items covered in a final safety check:

- ☐ Emergency Information List completed
- ☐ Street number clearly visible day and night
- ☐ Smoke alarm cleaned and a fresh battery installed
- ☐ Home Escape Plan prepared
- ☐ Fire extinguisher and fire blanket available
- ☐ Emergency Plan developed
- ☐ Emergency kit prepared
- ☐ First aid kit available
- ☐ Evacuation Plan prepared



Enquiries

Prior to lighting fires, a check should be made with your local Fire Warden, Rural Fire Brigade, or fire station to establish whether a fire can be lit in your area. Anyone who is unsure of the local laws regarding the lighting and use of fire in their area should contact their local council.

Before lighting any fire you should check if any notice, notification, or fire ban applies for the area where the fire is to be lit. These are published on the Rural Fire Service website www.ruralfire.qld.gov.au, the Queensland Fire and Rescue Service website www.fire.qld.gov.au, and in the media.

The Rural Fire Service website www.ruralfire.qld.gov.au has information on 'Using Fire Outdoors' where you will find information on a range of topics in connection with the use of fire and the process of applying for a Permit to Light Fire from your local Fire Warden.

Information and a range of brochures are available from your local Rural Operations Area Office who can be contacted on the numbers on the back of this brochure.

Contact Us for further information

Barcaldine Area Office	Ph: 4651 1190
Bundaberg Area Office	Ph: 4153 3244
Caboolture Area Office	Ph: 5420 1333
Cairns Area Office	Ph: 4042 5468
Caloundra Area Office	Ph: 5420 7517
Charters Towers/ Cloncurry Area Office	Ph: 4761 5130
Emerald Area Office	Ph: 4983 7580
Innisfail Area Office	Ph: 4061 0650
Ipswich Area Office	Ph: 3381 7122
Mackay Area Office	Ph: 4965 6641
Maryborough Area Office	Ph: 4190 4839
Roma Area Office	Ph: 4622 2074
Rockhampton Area Office	Ph: 4938 4736
Toowoomba Area Office	Ph: 4616 1945
Townsville Area Office	Ph: 4796 9082

Lighting Fires in Queensland



www.ruralfire.qld.gov.au



Queensland
Government

The *Fire and Rescue Service Act 1990* is the principal legislation that deals with lighting fires in the open in Queensland. The Act provides a systematic approach to the authorised use and control of fire in the open and for fire prevention.

The *Fire and Rescue Service Act 1990* makes it illegal to light a fire without a Permit to Light Fire issued by a Fire Warden. Under nuisance provisions of the *Local Government Act 2009* a local council may also have in a local law in place restricting or prohibiting the lighting of a fire in part or all of the local government area.

Obtaining a Permit to Light Fire

An application for a Permit to Light Fire is made through your local Fire Warden. Contact details for Fire Wardens are available through the Fire Warden Finder on the Rural Fire Service website www.ruralfire.qld.gov.au. An Application for a Permit to Light Fire can be obtained from the local Rural Operations Area Office or downloaded from the website. Following receipt of your Application, the Fire Warden may impose conditions on a Permit to reduce unwanted risk or nuisance to other people, property, or to the environment. The Fire Warden may refuse to issue a Permit if they believe that appropriate safety measures cannot be reasonably achieved, or that neighbouring owners/occupiers have not been given enough time to raise any concerns about the intended fire.

A Notification issued under the *Fire and Rescue Service Act 1990*, does allow certain fires to be lit without the need to obtain a Permit, except if the fires are not permitted under a local law or other legislation. If there is a local law in your local council area prohibiting the lighting of fires, a permit will not be issued by the Fire Warden unless you have obtained the written permission of the local council.

Fire Danger Period

A Fire Danger Period can be declared by the Commissioner of the Queensland Fire and Rescue Service (QFRS) during parts of the year when conditions make the control and management of fires difficult and communities are at increased risk of bushfire. During a Fire Danger Period there are some changes to the requirements for issue of a Permit and to those fires that may be exempt.

A declared Fire Danger Period is advised through local media and at www.ruralfire.qld.gov.au

Fires that do not require a Permit

Fires that are exempt from requiring a Permit to Light Fire are:

- Fires that are less than 2 metres in any direction.
Note: These fires are not exempt during a declared Fire Danger Period and at those times a Permit must be obtained from a Fire Warden.
- Fires lit outdoors in a properly prepared fireplace for the purpose of cooking (e.g. BBQ and camp fires). In this instance it is the responsibility of the person lighting or maintaining the fire to ensure adequate precautions are taken to prevent the spread of fire.
- Certain fires used by primary producers and for industrial purposes.

Most local councils provide alternative methods (other than fire) for the disposal of vegetation and waste materials, such as refuse collections or disposal of green waste at a council recycling centre. Contact your local council for more information.

Breaches

Anyone found responsible for lighting fires without a Permit where one was required can be prosecuted. Prosecution can also occur if a person is found responsible for lighting a fire that breaches local law or the *Environmental Protection Act 1994*.

Fire emergencies

If there is a high fire danger in part or all of the State, the Commissioner QFRS may issue a Local Fire Ban restricting certain fires in all or part of the State.

When a Local Fire Ban is issued, no fires may be lit other than those specifically referred to in the Fire Ban Notice and in the circumstances described in the Fire Ban Notice.

The declaration of a State of Fire Emergency imposes similar or increased restrictions and prohibitions on lighting fires to a Local Fire Ban however, carries significantly increased penalties.

Local Fire Bans and a State of Fire Emergency are advised through local media, at www.ruralfire.qld.gov.au, and on the Fire Ban Information Line on **1800 020 440**.



The Rural Fire Service

is made up of more than
36 000 dedicated men and
women across Queensland
who give up their time
to help protect their
communities from the
destructive force of fire.

You Can!





As a member of a **Rural Fire Brigade**

You learn new skills including:

- Teamwork
- Communication
- Incident Management
- Fire Behaviour
- Leadership

You meet great people, develop networks and make new friends, and you help protect your community from the destructive force of fire.

The Rural Fire Service needs all types of people with a wide range of skills to help keep our communities safe. **YouCan!**



For more information visit www.ruralfire.qld.gov.au

Bushfire management plan

Proposed townhouses | 38 Gawthorn Drive | Pimpama | Queensland
Prepared for Deluxe Land Pty Ltd | 26 April 2017

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No: **PN170101/01/DA3**

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.

Bushfire management plan

Final

Report 17006 | Prepared for Deluxe Land Pty Ltd | 26 April 2017

Prepared by Robert Janssen

Position Principal consultant

Signature



Date 26 April 2017

This report has been prepared in accordance with the brief provided by the client and has relied upon the information collected at or under the times and conditions specified in the report. All findings, conclusions or recommendations contained in the report are based on the aforementioned circumstances. The report is for the use of the client and no responsibility will be taken for its use by other parties. The client may, at its discretion, use the report to inform regulators and the public.

© Reproduction of this report for educational or other non-commercial purposes is authorised without prior written permission from LEC provided the source is fully acknowledged. Reproduction of this report for resale or other commercial purposes is prohibited without LEC's prior written permission.

Document control

Version	Date	Prepared by	Reviewed by
Draft	6 February 2017	R. Janssen	Zone Planning
Final	26 April 2017	R. Janssen	R. Janssen

Table of contents

Contents

Table of contents	i
1 Introduction	1
1.1 Method	1
1.2 Suitably qualified person	1
2 Description of the site and proposed development	3
2.1 Property description	3
2.2 Proposed development	3
2.3 Bushfire hazard overlay	3
3 Site-based bushfire hazard assessment	5
3.1 Site assessment method	5
3.2 Site observations	5
3.3 Potential bushfire intensity calculations	7
3.4 Bushfire hazard areas	8
4 Bushfire hazards associated with the site	9
4.1 Fire danger season	9
4.2 Fire history	9
4.3 Likely direction of bushfire attack	9
4.4 Potential fire risk from surrounding lands	9
5 Bushfire hazards associated with the proposed development	10
5.1 Site activities and usage patterns	10
5.2 Population increase	10
5.3 Hazardous chemicals	10
5.4 Alternative uses of the site	10
5.5 Proposed clearing and landscaping	10
5.6 Safety zones and evacuation routes	10
5.7 Warning and evacuation requirements	10
5.8 Fire-fighter water supply	11
5.9 Bushfire attack level assessment	11
6 Bushfire mitigation plan	12
6.1 Construction standards	12
6.2 Vehicle access	12

6.3	Fire-fighter water supply	12
6.4	Landscaping and restoration	12
6.5	Property maintenance	13
6.6	Bushfire education and awareness program.....	13
6.7	Advice to new owners and body corporate agent	13
6.8	Certification	13
7	Implementation plan	15
8	Conclusion.....	16

Figures

Figure 2.1	Proposed development.....	4
Figure 6.1:	Bushfire mitigation plan.....	14

Tables

Table 3.1:	Site observations	6
Table 3.2:	Potential bushfire intensity	7
Table 6.1:	Setbacks to achieve BAL construction levels	11
Table 8.1:	Implementation plan.....	15

Photographs

Photograph 3.1:	View south of south boundary.....	5
Photograph 3.2:	View south of south boundary.....	5
Photograph 3.3:	View south of south boundary.....	6
Photograph 3.4:	View north of north boundary.....	6
Photograph 3.5:	Land west of site	6

Appendix

Appendix 1	Bushfire attack levels explained
Appendix 2	Bushfire attack level assessment
Appendix 3	Bushfire overlay code

QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No: **PN170101/01/DA3**

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.

Disclaimer

Notwithstanding the precautions adopted in this report, it should always be remembered that bushfires burn under a range of conditions. An element of risk, no matter how small always remains, and although AS 3959-2009 is designed to improve the performance of such buildings, there can be no guarantee, because of the variable nature of bushfires, that any one building will withstand bushfire attack on every occasion.

It should be noted that upon lodgement of a development application, council and/or the fire service may recommend additional construction requirements.

Although every care has been taken in the preparation of this report, Land and Environment Consultants accept no responsibility resulting from the use of the information in this report.

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No: **PN170101/01/DA3**.....

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.

1 Introduction

Land and Environment Consultants (LEC) was engaged by Deluxe Land Pty Ltd to undertake a bushfire hazard assessment and prepare a bushfire management plan for the proposed development of 104 dwellings (proposed development) at 38 Gawthorn Drive, Pimpama, Queensland (the site), properly described as 16/RP835833.

The site is within the Gold Coast City Council (Council) local government area and is mapped as a potential bushfire hazard area in the Gold Coast City Plan 2016 *Bushfire hazard overlay* mapping (Bushfire overlay) (GCC 2017) for medium potential bushfire hazard area.

A site-based bushfire hazard assessment, discussed in Chapter 3, confirmed the site is within a bushfire hazard area and that a bushfire management plan (this report) is required to support the application for a development permit for the proposed development.

This report addresses how the proposed development responds to each of the requirements set out in Part C - Assessable development criteria of the Gold Coast City Plan 2016 *Bushfire hazard overlay code* (Bushfire overlay code). It is also an essential document for future occupants of the site, as it defines the level of bushfire hazard on the site and identifies actions required for the ongoing management of those hazards.

This report generally follows the guidelines for preparing a bushfire management plan in Gold Coast City Plan 2016 Policy *Bushfire management plans* (Bushfire management plan policy) and includes the following:

- an introduction (this section) and description of methods and information resources used to prepare the this report;
- description of the site and the proposed development;
- site-based bushfire hazard assessment;
- post development bushfire risks;
- bushfire attack level (BAL) assessment and corresponding construction standards under the *Australian Standard for the Construction of Buildings in Bushfire Prone Areas* (AS 3959-2009);
- bushfire mitigation measures; and
- assessment of the proposed development against the Bushfire overlay code.

1.1 Method

The following tasks were performed in the preparation of this report:

- desktop review of aerial imagery of the site, regulated vegetation management map (DNRM 2016) and the Bushfire overlay (GCCC 2017) to gain an appreciation of the bushfire hazard characteristics of the site;
- site-based assessment of the land within 100 m of the site; and
- BAL assessment in accordance with the 'method 2' procedure in AS 3959-2009.

Google Earth was used to review aerial photography of the site and assist in validating observations and measurements made during the site assessment.

1.2 Suitably qualified person

This report was prepared by Robert Janssen who is a suitably qualified and experienced bushfire management consultant.

Robert is the principal consultant at LEC and has 20 years of experience in bushfire planning and operations. He has prepared bushfire management plans for residential, commercial and industrial property developments, utilities, government facilities and conservation estates.

Robert has formal qualifications as an environmental scientist and 10 years of experience as a nationally accredited fire-fighter with the national parks and wildlife service in New South Wales and Queensland.

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No:PN170101/01/DA3.....

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.

2 Description of the site and proposed development

2.1 Property description

The site is located at 38 Gawthorn Drive, Pimpama, Queensland, properly described as 16/RP835833. Gawthorn Drive is accessed from Yawalpah Road which is a local arterial road.

The site is 2.45 hectares (ha) and is currently used for residential and small crop farming purposes. The existing residential dwelling and improvements on the site will be demolished to make way for the proposed development.

The north and south boundaries of the site are adjacent rural residential properties. There is potential for the further development of these rural residential properties because they are zoned 'medium density residential' in Gold Coast City Plan 2016. For example, there is currently an application for a reconfiguration of a lot subdivision and 127 attached dwellings on the property to the north of the site (MCU201501135 and ROL201500281).

The east boundary of the site is adjacent Gawthorn Drive and a waterway corridor which runs under Gawthorn Drive and to the south of the site. Vegetation associated with the waterway corridor is a potential source of bushfire hazard to the proposed development.

The west boundary of the site is adjacent the Brisbane to Gold Coast railway and the Old Pacific Highway. A large area of bushfire hazard vegetation is adjacent the western side of the Old Pacific Highway and is within 100 m of the proposed development.

The site slopes down towards the south boundary and the waterway corridor which is on the adjacent property to the south. The topography of the site is best described as a gently sloping 'plain'.

The location of the site is presented on Figure 2.1.

2.2 Proposed development

The proposed development is a material change of use for 104 dwellings as shown on Figure 2.1.

Surface water management areas will be developed along the eastern boundary of the site and adjacent Gawthorn Drive and the existing waterway corridor area. A 10 m wide strip of land along the western boundary of the site will be set aside as a public dedication area where vegetation restoration will occur. This vegetation will be separated from dwellings by a private road and communal open space park.

Access/egress to the proposed development will be via council roads. Private roads within the townhouse development area connect with the council roads which will eventually provide 2 paths of access/egress to the proposed development when adjacent development to the north occurs.

The proposed development will be connected to mains water supply.

2.3 Bushfire hazard overlay

The Bushfire overlay for the site is presented on Figure 2.1 and indicates the site triggers medium bushfire hazard areas.

Local government assessment of this report will be performed under relevant provisions of the Bushfire overlay code.

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No: PN170101/01/DA3

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.



Coordinates - MGA94 Zone 56	
Stn.	Easting
A.	529872.02
B.	530153.11
C.	530172.62
D.	530177.93
E.	529911.06
	Northing
A.	6921939.22
B.	6922089.17
C.	6922067.83
D.	6922018.13
E.	6921869.55



Land and environment consultants

Client
Deluxe Land Pty Ltd

Project
38 Gawthorn Drive

Design	Drawn	Scale	Title	FIGURE
21.04.2017	21.04.2017	1:2500	Property Locality & Bushfire Hazard overlay	2.1
38 Gawthorn Drive, L.L. 4523, Hwy Rev 1.0				



**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING
BUSHFIRE MANAGEMENT PLAN ASSESSED**

File No:PN170101/01/DA3.....

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.

LEGEND

- Cadastre Boundary
- Easement Boundary
- Property Boundary
- Proposed Building Envelope
- Contour (1m)
- Bushfire Hazard Area (Bushfire Prone Area)**
 - High Hazard Area
 - Medium Hazard Area
 - High Hazard Buffer Area

Scale 1 : 2500



3 Site-based bushfire hazard assessment

3.1 Site assessment method

An assessment of the site was performed on 31 January 2017 and focused on the area of the site and land within 100 m of the site boundary. The assessment included:

- classification of vegetation into broad vegetation type and structure;
- measurement of slope;
- taking photographs of classified vegetation; and
- making observations of fire scars and potential advantages for fire-fighting, eg access roads and water points, and areas where vegetation is under management.

Vegetation was classified using descriptions from the Queensland Government *Vegetation management supporting map* which was accessed from the Queensland Globe (last updated 2 March 2016), *The Vegetation of Queensland* (QH 2014) and AS 3959-2009. Slope was measured in the field with a clinometer and indicative forest fuel loads (tonnes (t)/hectare (ha)) were taken from *A fit for purpose approach in undertaking natural hazard studies and risk assessments* (DSDIP 2014). Signs of previous fire were also recorded.

3.2 Site observations

The site is developed with a small area of vegetation near the east boundary and along the west boundary. Therefore, the site assessment focused on adjacent land within 100 m of the site boundary.

The features of land within 100 m of the north, south, east and west boundaries of the site are shown in photographs (Photograph 3.1 to Photograph 3.6).



Photograph 3.1: View north of north boundary



Photograph 3.2: View south along west boundary

QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No: PN170101/01/DA3

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.



Photograph 3.3: View south of south boundary



Photograph 3.4: View south of south boundary



Photograph 3.5: View south of south boundary



Photograph 3.6: View east of east boundary

Observations from the site assessment are presented in Table 3.1.

Table 3.1: Site observations

Boundary	Vegetation ¹	Broad vegetation group ²	Slope (degrees)	Forest fuel load (t/ha) ³	Notes
North	Cleared with few trees and grass	Low grass or tree cover in built up areas	5 - upslope	3	Land is subject to applications for development permits (MCU201501135 and ROL201500281) which are at decision stage
South	Eucalyptus and Melaleuca woodland with cleared or grassy understorey	Low to moderate tree and grass cover in built up areas	Flat	3	Not a natural vegetation structure. Includes large areas of hardstand adjacent the boundary of the site
South (waterway corridor)	Eucalyptus, Melaleuca and Lophostemon forest on waterway corridor	Eucalyptus dominated forest on drainage lines and alluvial plains	Flat	16	Vegetation occurs along a waterway corridor and is unlikely to be cleared under future development

QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No: PN170101/01/DA3

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.

Table 3.1: Site observations

Boundary	Vegetation ¹	Broad vegetation group ²	Slope (degrees)	Forest fuel load (t/ha) ³	Notes
					Vegetation on the waterway corridor occurs 45 m from the site boundary
East	Eucalyptus, Melaleuca and Lophostemon forest on waterway corridor	Eucalyptus dominated forest on drainage lines and alluvial plains	Flat	16	Vegetation appears to be restoration and assessment is based on this vegetation reaching a mature state
West	Eucalyptus open forest	Moist to dry Eucalyptus woodland on coastal lowlands and ranges	3-upslope	17	Vegetation is on west side of Old Pacific Highway and is 50 m from the site boundary

Notes 1 dominant vegetation which will influence fire behaviour
2 broad vegetation group from QFES 2016
3 forest fuel load from DSDIP 2014

3.3 Potential bushfire intensity calculations

The potential bushfire intensity of land adjacent the site has been calculated based on site assessment observations in Table 3.1 and using the Queensland Fire and Emergency Service *Potential Bushfire Intensity Calculator* (November 2014). A forest fire danger index value (FDI) of 53 was used in the calculations to reflect expected climate in 2050 and is based on an Intergovernmental Panel on Climate Change A1FI climate scenario (CSIRO 2014).

The results are based on the dominate combination of vegetation and slope that will influence fire behaviour on each boundary of the site and are summarised in Table 3.2.

Table 3.2: Potential bushfire intensity

Boundary	Broad vegetation group	Slope	Potential bushfire intensity (kW/m)	Potential bushfire hazard rating
North	Low grass or tree cover in built up areas	5	418	Low
South	Low to moderate tree and grass cover in built up areas	Flat	2,969	Low
South (waterway corridor)	Eucalyptus dominated forest on drainage lines and alluvial plains	Flat	8,307	Medium
East	Eucalyptus dominated forest on drainage lines and alluvial plains ¹	Flat	8,307 ¹	Medium ¹

QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No: PN170101/01/DA3

This Plan is to be read in conjunction with QFES Cover Sheet bearing the same file number.

Table 3.2: Potential bushfire intensity

Boundary	Broad vegetation group	Slope	Potential bushfire intensity (kW/m)	Potential bushfire hazard rating
West	Moist to dry Eucalyptus woodland on coastal lowlands and ranges	3	11,957	Medium

Notes 1 assumes restoration in the waterway corridor has reached a mature state

3.4 Bushfire hazard areas

The results of the potential fire intensity calculations indicate that part of the south boundary and the east and west boundaries of the site are subject to medium potential bushfire hazard areas. Land adjacent medium potential bushfire hazard areas are vulnerable to bushfire attack and as a result the method for determining potential bushfire hazards areas (CSIRO 2014), requires a 100 m safety buffer to be applied to medium potential bushfire hazard areas and all land within the 100 m safety buffer is deemed a bushfire hazard area.

Given medium potential bushfire hazard areas occur within 100 m of site along part of the south boundary and the west and east boundaries, it can be concluded that the proposed development on the site is affected by medium bushfire hazard areas. Therefore, the proposed development must comply with the acceptable outcomes in Part C of the Bushfire overlay code. In addition, because the site is affected by bushfire hazard areas, under the *Building Code of Australia* (ASCB 2012) dwellings must be designed and constructed in accordance with BAL construction requirements specified in AS 3959-2009.

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No: **PN170101/01/DA3**

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.

4 Bushfire hazards associated with the site

This chapter identifies potential bushfire risks associated with the site.

4.1 Fire danger season

The fire danger season in South-east Queensland starts in August, peaks in September and begins to fall in November, but will remain elevated until consistent summer rainfall occurs. Typically, the worst fire weather conditions will be experienced during the fire danger season when the wind direction is from the north.

FDI values represent the chance of a fire starting, its rate of spread, its intensity and the difficulty of its suppression, according to various combinations of air temperature, relative humidity, wind speed and both the long and short-term drought effects.

The standard FDI specified by AS 3959-2009 for BAL assessments in Queensland is 40. However, an FDI of 53 was used for the BAL assessment in this report which reflects expected climate in 2050 as discussed in Section 3.3.

4.2 Fire history

Fire scars (charring) were observed on some fallen timber and stumps in the assessment area but was not observed on standing trees which suggests it has been many years since a bushfire last occurred in the assessment area. Medium density residential development of land adjacent the site will further reduce the likelihood of a bushfire impacting the site in the future.

4.3 Likely direction of bushfire attack

Bushfire hazard areas occur adjacent to part of the south boundary and the east and west boundaries of the site and these areas correspond with the likely direction of bushfire attack on the site. However, it should be noted that these bushfire hazard areas are already setback from the site boundary by existing land clearing and road and railway corridors.

These bushfire attack scenarios are further assessed in Section 5.9.

4.4 Potential fire risk from surrounding lands

The site is adjacent rural residential and medium density residential properties. Residential uses are not considered a bushfire risk to the proposed development. Future medium density residential development adjacent the site will further reduce the extent of bushfire hazard areas affecting the site.

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No:PN170101/01/DA3.....

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.

5 Bushfire hazards associated with the proposed development

This chapter identifies potential bushfire risk factors associated with the proposed development.

5.1 Site activities and usage patterns

The primary use of the proposed development is a residential use. Residential use will not increase the bushfire risk around the site.

5.2 Population increase

The proposed development will not materially increase the number of people or property exposed to bushfire hazard. With the implementation of mitigation measures in this report, bushfire risk associated with the bushfire hazard will be reduced to a tolerable level. In addition, the extent of bushfire hazard areas adjacent the site is likely to be reduced in the future because land adjacent the site is zoned 'medium density residential' under the Gold Coast City Plan 2016 and will be subject to further development.

5.3 Hazardous chemicals

The proposed development will not involve the bulk storage or handling of hazardous materials. Hazardous material use is expected to be consistent with typical household patterns.

5.4 Alternative uses of the site

Essential community infrastructure, eg hospital, police station, etc, is not included in the proposed development.

5.5 Proposed clearing and landscaping

Except for narrow corridors of vegetation on the east and west boundaries, ie dam, bio-zone and public dedication area, the site will be cleared of vegetation in preparation for civil construction works. These narrow corridors of vegetation will be subject to limited restoration. However, the areas of vegetation are too small and narrow to constitute a bushfire hazard area when restoration reaches a mature state.

Landscaping in the community open space areas and private court yards attached to dwellings will consist of hardened surfaces, swimming pool, maintained gardens and low cut grass.

5.6 Safety zones and evacuation routes

Dwellings will be setback from bushfire hazard areas adjacent the site and will include relevant construction measures contained in AS 3959-2009 which will improve resistance of the building to bushfire attack from embers and radiant heat. Although the construction measures will not guarantee the buildings survival on every occasion from a fire, they are likely to provide occupants with a safe refuge in most circumstances, with the possible exception being a fire burning under extreme weather conditions.

Should evacuation of the site be required, it will be either to the north along Gawthorn Drive or the east along Karingal Road. Both roads are two-way sealed roads.

5.7 Warning and evacuation requirements

Queensland emergency services use a range of methods to warn the community about bushfire, severe weather and other emergencies that require preparation and action at the property level. Future occupants of the proposed development will be subject to advice and warnings provided by the Queensland emergency services via radio, online media, and local community safety announcements.

5.8 Fire-fighter water supply

The proposed development will access the mains water supply.

Fire-fighter water supply and fire hydrants will be supplied in general accordance with the Queensland Fire and Emergency Services 2015 guideline *Fire Hydrant and Vehicle Access Guidelines for Residential, Commercial and Industrial Lots* and/or the Gold Coast City Plan 2016 *Land development guidelines*.

5.9 Bushfire attack level assessment

The AS 3959-2009 sets out the requirements for the construction of buildings in bushfire hazard areas to improve their safety when they are subjected to burning debris, radiant heat or flame contact generated from a bushfire.

Bushfire attack levels (BALs) are a means of measuring the severity of a building's potential exposure to ember attack, radiant heat and direct flame contact, using increments of radiant heat expressed in kilowatts (kW)/m², and the basis for establishing the requirements for construction to improve protection of building elements to attack by bushfire. Further explanation of BALs is provided at Appendix 1.

AS 3959-2009 is applicable to the proposed development because it is in a bushfire hazard area as discussed in Section 3.4.

The likely directions of bushfire attack on the site are from bushfire hazard areas adjacent part of the south boundary and the east and west boundaries of the site. A BAL assessment on these areas was performed using the 'method 2' procedure in AS 3959-2009. The BAL results are based on the dominant combination of vegetation and effective slope which are most likely to influence fire behaviour as presented in Table 3.1.

A FDI of 53 was used in the BAL assessment to account for potential climate change impacts as discussed in Section 4.1.

The *Flamesol BAL calculator version 4.2* was used to calculate minimum separation distances between buildings sites and bushfire hazard to achieve BAL construction levels. The full calculations are provided in Appendix 2 and indicate BAL-12.5 construction levels are applicable to the site.

Table 5.1: Setbacks to achieve BAL construction levels

Boundary	Distance of buildings to vegetation (m)				
	BAL-40	BAL-29	BAL-19	BAL-12.5	BAL-LOW
South – part of (waterway corridor)	5-<7	7-<10.5	10.5-<15.5	15.5-<100	100+
East	5-<7	7-<10.5	10.5-<15.5	15.5-<100	100+
West	5-<7	7-<10	10-<15	15-<100	100+

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No:PN170101/01/DA3.....

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.

6 Bushfire mitigation plan

This chapter identifies mitigation measures that will be implemented for the proposed development to mitigate bushfire risks to a tolerable level.

Compliance with Part C of the Bushfire overlay code is demonstrated at Appendix 3.

6.1 Construction standards

The BAL assessment was undertaken in accordance with the 'method 2' procedure in AS 3959-2009. Figure 6.1 shows the setbacks to achieve BAL construction levels and indicates building envelopes subject too BAL-12.5-BAL-LOW are possible on the site.

Buildings envelopes subject to BAL-12.5, ie dwellings 1-2, 25-26, 36-46, 54-66, and 71-104, could be exposed to ember attack and radiant heat flux <12.5 kW/m² during a fire. The construction standards in Section 3 and Section 5 of AS 3959-2009 must be adopted in the design and construction of dwellings on these building envelopes.

Building envelopes subject to BAL-LOW, ie dwellings 3-24, 27-35, 47-53 and 67-70, are exposed to an insufficient level of bushfire risk to warrant specific construction requirements.

Fencing and retaining walls in the proposed development will be constructed of non-flammable materials.

6.2 Vehicle access

The proposed location of council roads and private roads is shown on Figure 6.1. These roads will be designed and constructed in general accordance with Gold Coast City Plan 2016 *Land development guidelines*.

As shown on Figure 6.1, bushfire hazard areas are setback from the boundary of the site. Therefore, incorporation of a perimeter road in the proposed development is not warranted.

The proposed layout does not include dead-end roads and will mitigate against bushfire hazard by ensuring adequate access for fire-fighting and emergency services and the evacuation of residents during a bushfire event.

Escape from the proposed development is shown on Figure 6.1 and will be to the north and south along Gawthorn Drive. The site layout plan includes the provision of an escape route to the north of the site under future adjacent development.

6.3 Fire-fighter water supply

The proposed development will access the mains water supply.

Fire-fighter water supply and fire hydrants will be supplied in general accordance with the Queensland Fire and Emergency Services 2015 guideline *Fire Hydrant and Vehicle Access Guidelines for Residential, Commercial and Industrial Lots* and/or Gold Coast City Plan 2016 *Land development guidelines*.

Fire-fighter water supply will have minimum pressure and flow of 10 litres/second (l/s) at 200 kilopascals (kPa).

6.4 Landscaping and restoration

Landscaping in the community open space areas and private court yards attached to dwellings will consist of hardened surfaces, swimming pool, maintained gardens and low cut grass.

Landscaping will favour plant species that will not exacerbate bushfire hazard. This includes plant species with high moisture content, high levels of salt and low levels of fine fuel and/or oil content and are known

to grow well in the locality. *Living with the Environment in the Pine Rivers Shire* (Bowden 1999) provides a useful list of plant species which meet these criteria. However, it may also be useful to seek advice from a local plant nursery.

Restoration of the dam, bio-zone and public dedication area will be designed to not exacerbate bushfire hazard, ie plant species and spacings will not create a continuous forest fuel profile from the ground to the lower branches of canopy trees.

6.5 Property maintenance

Property maintenance will be done prior to September which corresponds to the onset of the annual fire danger season and will include:

- removal of material such as leaf litter from the roof and gutters;
- ensure painted surfaces are in good condition with decaying timbers being given attention to prevent the lodging of embers within gaps;
- check roads are in good condition with trees not being too close and forming a potential obstacle;
- check roof line for dislodged roofing material;
- check screens on windows and doors are in good condition without breaks or holes in fly screen material and frames are well fitting into sills and window frames;
- check doors are fitted with draft seals and are well maintained;
- check door mats are of non-combustible material; and
- check combustible materials used outside, eg barbecue gas bottles, are protected from bushfire hazard.

6.6 Bushfire education and awareness program

The Queensland Rural Fire Service (QFRS) has publically available information to assist the community prepare their homes and family for the bushfire season. This includes an online template to prepare a bushfire survival plan which can be accessed at [Bushfire survival plan](#).

Future residents will be responsible for preparing their home and family for the bushfire season.

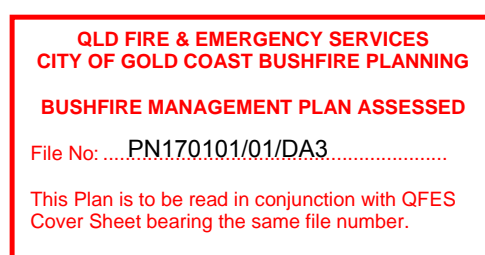
6.7 Advice to new owners and body corporate agent

This report must be provided to new owners and the body corporate agent prior to the transfer or sale of dwellings.

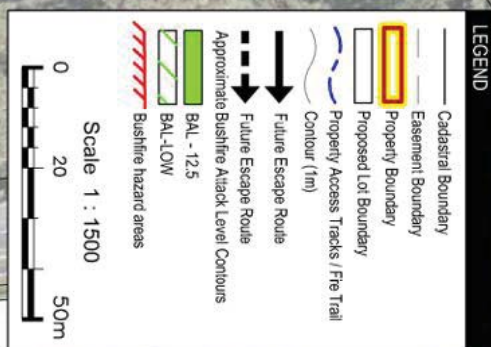
6.8 Certification

Prior to occupation of proposed dwellings, the developer must provide certification that the mitigation measures in this report have been fully implemented.

Certification must be provided to Gold Coast City Council prior to the occupation of the proposed development.



**This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.**



7 Implementation plan

Table 7.1 provides an implementation plan for actions in this bushfire mitigation plan.

It is the total of the actions in this bushfire management plan that will reduce bushfire risk to a tolerable level. Failure to implement all actions in their entirety could result in an increased level of exposure to bushfire risk.

Table 7.1: Implementation plan

Actions	Responsibility
1. Dwellings 1-2, 25-26, 36-46, 54-66, and 71-104 will be designed and constructed in accordance BAL-12.5 construction specifications in AS 3959-2009. Fencing and retaining walls will be constructed of non-flammable materials, subject to agreement with any adjoining landowner.	Developer/certifier
2. The design criteria for council roads and public roads will be generally consistent with Gold Coast City Plan 2016 <i>Land development guidelines</i> and as outlined in Section 6.2.	Architect/developer/certifier
3. Fire-fighter water supply and fire hydrants will be supplied in general accordance with the Queensland Fire and Emergency Services 2015 guideline <i>Fire Hydrant and Vehicle Access Guidelines for Residential, Commercial and Industrial Lots</i> and/or Gold Coast City Plan 2016 <i>Land development guidelines</i> .	Architect/developer/certifier
4. Landscaping and restoration will not exacerbate bushfire hazard as described in Section 6.4.	Landscape architect/developer
5. The body corporate agent and owners will prepare the proposed development for the annual fire danger season in accordance with Sections 6.4 and 6.6.	Body corporate agent/owners
6. This bushfire management plan will be provided to new owners and the body corporate agent prior to the transfer of sale of dwellings.	Developer
7. Evidence of certification which demonstrates the implementation of mitigation measures in this report must be provided to Gold Coast City Council prior to the occupation of the proposed development.	Developer

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No: **PN170101/01/DA3**

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.

8 Conclusion

This report has been prepared in general accordance with the Bushfire planning scheme policy.

A bushfire hazard assessment determined the site is in a bushfire hazard area and is subject to compliance with Part C of the Bushfire overlay code and relevant BAL construction specifications under AS 3959-2009.

The bushfire risk to the proposed development is likely to be from ember attack and radiant heat flux $<12.5 \text{ kW/m}^2$, but is low. Notwithstanding, Gold Coast City Plan 2016 indicates land adjacent the site is zoned as 'medium density residential'. Therefore, bushfire hazard adjacent the site will be further reduced in the future as this development occurs.

Mitigation measures include BAL-12.5 construction specifications for dwellings 1-2, 25-26, 36-46, 54-66, and 71-104 and requirements for fire-fighter water supply, access, landscaping, property maintenance and bushfire preparedness.

With the implementation of bushfire mitigation measures in this report, the proposed development meets the requirements set out in Part C of the Bushfire overlay code.

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No: **PN170101/01/DA3**

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.

References

Australian Building Codes Board (ABCB) 2012, *National Construction Code Series 2012 – Volume 1, Building Code of Australia, Class 2 to Class 9 Buildings*, Australian Government and States and Territories of Australia, 2012

Gold Coast City Council (BCC) 2016, *Bushfire hazard overlay*, Accessed online at <http://cityplan2014maps.brisbane.qld.gov.au/CityPlan/>, February 2017

Commonwealth Scientific and Industrial Research Organisation (CSIRO) 2014, *A new methodology for State-wide mapping of bushfire prone areas in Queensland*, CSIRO and State of Queensland 2014

Queensland Department of Natural Resources and Mines (DNRM) 2016, *Regulated vegetation management map*, for Lot 411 Plan SP273842, report provided by The Vegetation Hub DNRM, February 2017

Queensland Department of State Development, Infrastructure and Planning (DSDIP) 2014, *Technical manual – A fit for purpose approach in undertaking natural hazard studies and risk assessments*, August 2014

Queensland Fire and Emergency Service (QFES) 2015, *Fire Hydrant and Vehicle Access Guidelines for Residential, Commercial and Industrial Lots*, November 2015

Queensland Fire and Emergency Service (QFES) 2016, *Guidance on conducting reliability assessment of state bushfire prone area mapping – Draft – not government policy*, October 2016

Queensland Herbarium (QH), Department of Science, Information Technology, Innovation and the Arts, 2014, *The Vegetation of Queensland, Descriptions of Broad Vegetation Groups*, Version 1.1, 2014

Standards Australia Limited (Standards Australia) 2009, *Australian Standard 3959-2009 Construction of buildings in bushfire prone areas*, Incorporating amendments 1, 2 and 3, 10 March 2009

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No: **PN170101/01/DA3**

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.

Appendix 1 Bushfire attack levels explained

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No:PN170101/01/DA3.....

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.

Bushfire attack levels (BAL) are explained in AS3959-2009 as follows:

BAL-LOW the risk is considered to be **very low**

- There is insufficient risk to warrant any specific construction requirements but there is still some risk.

BAL-12.5 the risk is considered to be **low**

- There is a risk of ember attack.
- The construction elements are expected to be exposed to a heat flux not greater than 12.5 kW/m².

BAL-19 the risk is considered to be **moderate**

- There is a risk of ember attack and burning debris ignited by wind borne embers and a likelihood of exposure to radiant heat.
- The construction elements are expected to be exposed to a heat flux not greater than 19 kW/m².

BAL-29 the risk is considered to be **high**

- There is an increased risk of ember attack and burning debris ignited by wind borne embers and a likelihood of exposure to an increased level of radiant heat.
- The construction elements are expected to be exposed to a heat flux not greater than 29 kW/m².

BAL-40 the risk is considered to be **very high**

- There is a much increased risk of ember attack and burning debris ignited by wind borne embers, a likelihood of exposure to a high level of radiant heat and some likelihood of direct exposure to flames from the fire front.
- The construction elements are expected to be exposed to a heat flux not greater than 40 kW/m².

BAL-Flame Zone (FZ) the risk is considered to be **extreme**

- There is an extremely high risk of ember attack and burning debris ignited by wind borne embers, a likelihood of exposure to an extreme level of radiant heat and direct exposure to flames from the fire front.
- The construction elements are expected to be exposed to a heat flux greater than 40 kW/m².

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No: PN170101/01/DA3

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.

Appendix 2 Bushfire attack level assessment

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No: **PN170101/01/DA3**

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.

38 Gawthorn St (South)

Minimum Distance Calculator - AS3959-2009 (Method 2)			
Inputs		Outputs	
Fire Danger Index	53	Rate of spread	0.63 km/h
Vegetation classification	Woodland	Flame length	6.05 m
Surface fuel load	10 t/ha	Flame angle	54 °, 64 °, 73 ° & 78 °
Overall fuel load	16 t/ha	Elevation of receiver	2.44 m, 2.72 m, 2.89 m & 2.96 m
Vegetation height	n/a	Fire intensity	5,257 kW/m
Effective slope	0 °	Transmissivity	0.889, 0.88, 0.865 & 0.846
Site slope	0 °	Viewfactor	0.582, 0.4321, 0.2874 & 0.1932
Flame width	100 m	Minimum distance to < 40 kW/m ²	5.2 m
Windspeed	45 km/h	Minimum distance to < 29 kW/m ²	7 m
Heat of combustion	18,600 kJ/kg	Minimum distance to < 19 kW/m ²	10.5 m
Flame temperature	1,090 K	Minimum distance to < 12.5 kW/m ²	15.5 m

38 Gawthorn St (East)

Minimum Distance Calculator - AS3959-2009 (Method 2)			
Inputs		Outputs	
Fire Danger Index	53	Rate of spread	0.63 km/h
Vegetation classification	Woodland	Flame length	6.05 m
Surface fuel load	10 t/ha	Flame angle	54 °, 64 °, 73 ° & 78 °
Overall fuel load	16 t/ha	Elevation of receiver	2.44 m, 2.72 m, 2.89 m & 2.96 m
Vegetation height	n/a	Fire intensity	5,257 kW/m
Effective slope	0 °	Transmissivity	0.889, 0.88, 0.865 & 0.846
Site slope	0 °	Viewfactor	0.582, 0.4321, 0.2874 & 0.1932
Flame width	100 m	Minimum distance to < 40 kW/m ²	5.2 m
Windspeed	45 km/h	Minimum distance to < 29 kW/m ²	7 m
Heat of combustion	18,600 kJ/kg	Minimum distance to < 19 kW/m ²	10.5 m
Flame temperature	1,090 K	Minimum distance to < 12.5 kW/m ²	15.5 m

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No: PN170101/01/DA3

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.

Calculated February 9, 2017, 4:43 pm (MDc v.4.7)

38 Gawthorn St (West)

Minimum Distance Calculator - AS3959-2009 (Method 2)			
Inputs		Outputs	
Fire Danger Index	53	Rate of spread	0.56 km/h
Vegetation classification	Woodland	Flame length	5.73 m
Surface fuel load	11 t/ha	Flame angle	54 °, 65 °, 73 ° & 78 °
Overall fuel load	17 t/ha	Elevation of receiver	2.32 m, 2.59 m, 2.74 m & 2.8 m
Vegetation height	n/a	Fire intensity	4,995 kW/m
Effective slope	-3 °	Transmissivity	0.89, 0.881, 0.867 & 0.849
Site slope	0 °	Viewfactor	0.5853, 0.4278, 0.2861 & 0.1933
Flame width	100 m	Minimum distance to < 40 kW/m ²	4.9 m
Windspeed	45 km/h	Minimum distance to < 29 kW/m ²	6.7 m
Heat of combustion	18,600 kJ/kg	Minimum distance to < 19 kW/m ²	10 m
Flame temperature	1,090 K	Minimum distance to < 12.5 kW/m ²	14.7 m

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No:PN170101/01/DA3.....

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.

Appendix 3 Bushfire overlay code

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No:PN170101/01/DA3.....

This Plan is to be read in conjunction with QFES
Cover Sheet bearing the same file number.

PART C – ASSESSABLE DEVELOPMENT CRITERIA

Table 8.2.3-2: Bushfire hazard overlay code – for assessable development

Performance outcomes	Acceptable outcomes	Compliance
Bushfire hazard		
<p>PO1</p> <p>In a bushfire hazard area, the fire mitigation methods used at the site are adequate for the bushfire hazard of the individual site, having regard to:</p> <ul style="list-style-type: none"> (a) vegetation type (b) slope; (c) aspect; (d) bushfire history; (e) conservation values of the site; (f) ecological restoration, including forest succession; (g) ongoing maintenance; (h) climate change; and (i) on site and off-site¹ fire hazard implications <p>Note¹: This includes potential hazard from land up to 10kms away from the site. For example, how might large tracts of forest away from the site impact on the bushland that surrounds the site.</p>	<p>A01</p> <p>A written assessment by a suitably qualified and experienced bushfire management consultant confirms that the site is not in a bushfire hazard area.</p> <p>OR</p> <p>The development complies with an approved Bushfire management plan prepared in accordance with SC6.3 City Plan policy – Bushfire management plans.</p> <p>OR</p> <p>The development complies with an approved Bushfire management plan as referenced within the approved reconfiguration of a lot.</p> <p>Note:</p> <p>Prior to:</p> <ul style="list-style-type: none"> (a) plan sealing for a Reconfiguration of a lot; or (b) the issue of a Building work; or (c) the commencement of use where building work is not proposed. <p>Whichever comes first, the applicant must submit to Council, certification from an appropriately qualified and experienced person that the development has been completed in accordance with, and complies with the approved Bushfire management plan and that all risk treatments and functioning in accordance with the approved plan.</p>	<p>✓</p> <p>The proposed development will comply with this report which is prepared in general accordance with SC6.3 City Plan policy – Bushfire management plans as considered relevant to the proposed development and bushfire hazard characteristics of the site.</p>
<div style="border: 2px solid red; padding: 10px; text-align: center;"> <p>QLD FIRE & EMERGENCY SERVICES CITY OF GOLD COAST BUSHFIRE PLANNING</p> <p>BUSHFIRE MANAGEMENT PLAN ASSESSED</p> <p>File No: <u>PN170101/01/DA3</u></p> <p>This Plan is to be read in conjunction with QFES Cover Sheet bearing the same file number.</p> </div>		
Land use		
<p>PO2</p> <p>In a bushfire hazard area, development:</p> <ul style="list-style-type: none"> (a) does not result in high concentration of people 	<p>A02</p> <p>The following land uses are not located in a bushfire hazard area:</p> <ul style="list-style-type: none"> (a) Aged care facility; (b) Child care centre; 	<p>✓</p> <p>The proposed development does not include the land uses listed under A02.</p>

Performance outcomes	Acceptable outcomes	Compliance
<p>living, working or congregating in a bushfire hazard area;</p> <p>(b) does not result in the bulk manufacture or storage of hazardous materials; and</p> <p>(c) 'essential' community infrastructure is able to function effectively during and immediately after a bushfire event.</p>	<p>(c) Community care centre;</p> <p>(d) Community use;</p> <p>(e) Development involving the manufacture or storage of hazardous material in bulk;</p> <p>(f) Education establishment;</p> <p>(g) Hospital;</p> <p>(h) Residential care facility;</p> <p>(i) Retirement facility;</p> <p>(j) Rooming accommodation;</p> <p>(k) Sport and recreation uses;</p> <p>(l) Tourist attraction;</p> <p>(m) Tourist park; and</p> <p>(n) Utility installation (waste management facilities)</p> <p>AND</p> <p>In a bushfire hazard area permitted essential community infrastructure is designed to function effectively during and immediately after bushfire events, as demonstrated in a Bushfire management plan.</p>	<div> <p>QLD FIRE & EMERGENCY SERVICES CITY OF GOLD COAST BUSHFIRE PLANNING</p> <p>BUSHFIRE MANAGEMENT PLAN ASSESSED</p> <p>File No: <u>PN170101/01/DA3</u></p> <p>This Plan is to be read in conjunction with QFES Cover Sheet bearing the same file number.</p> </div>
Development design and lot layout		
<p>PO3</p> <p>In a bushfire hazard area, developments, including lot layout are designed to avoid bushfire hazard and provide safe sites for people, property and buildings.</p> <p>Notes – The development should be located:</p> <p>(a) away from the most likely direction of a fire front; and</p> <p>(b) so that element of the development least susceptible to fire are sited closest to the bushfire hazard</p>	<p>A03</p> <p>Development, Lots and/or building envelopes are not located within bushfire hazard areas.</p> <p>OR</p> <p>The development is located in accordance with the approved Bushfire management plans as referenced within the approved reconfiguration of a lot.</p> <p>OR</p> <p>The development is designed to adequately demonstrate that the risk to life and property is minimized to achieve acceptable levels and ensure ongoing site management.</p>	<p>✓</p> <p>Proposed building envelopes will achieve BAL-12.5-BAL-LOW, which is defined as a low level of bushfire risk in AS 3959-2009.</p>
	A03.2	✓

Performance outcomes	Acceptable outcomes	Compliance
	<p>The development design incorporates bushfire radiation zone/s that:</p> <ul style="list-style-type: none"> (a) use existing or natural fire breaks & minimize the need to clear native vegetation; (b) do not impact matters of environmental significance (c) are located entirely within the boundaries of the private property of the development site; and (d) incorporates landscaping species that are less likely to exacerbate a bushfire event. 	<p>Bushfire hazard areas are setback from the site boundary and the development of internal radiation zones within the site is not required.</p> <p>The bushfire management plan requires the use of landscaping and restoration species that will not exacerbate bushfire hazard.</p>
<p>PO4</p> <p>In a bushfire hazard area, when designing for bushfire hazard migration the lot layout must avoid impacts on matters of environmental significance.</p>	<p>AO4</p> <p>Development design, Lot size and layout avoids impact on matters of environmental significance and minimizes impacts such as fragmentation, habitat loss and edge effects for any matters of environmental significance.</p>	<p>✓</p> <p>The site will be cleared in preparation for civil construction works.</p> <p>No additional clearing of vegetation is required to implement bushfire mitigation measures.</p>
<p>PO5</p> <p>Development uses fencing that:</p> <ul style="list-style-type: none"> (a) does not contribute to the spread of bushfire; (b) facilitates the safe movement of fauna; and (c) provides access for fire-fighting purposes. 	<p>AO5</p> <p>Fences are constructed:</p> <ul style="list-style-type: none"> (a) using non-combustible or fire retardant materials within 20m of any building used for accommodation; (b) that do not impede the safe movement of fauna (where applicable); and (c) has gates that can be freely accessed for fire-fighting purposes (if applicable). 	<p>✓</p> <p>This report recommends the construction of new fencing and retaining walls with non-combustible materials.</p>
<p>Vehicular access</p>		
<p>PO6</p> <p>In a bushfire hazard area, vehicular access (including internal roads) is designed to mitigate against bushfire hazard by ensuring adequate access for:</p> <ul style="list-style-type: none"> (a) fire-fighting and other emergency vehicles, and 	<p>AO6.1</p> <p>The development design incorporates a perimeter road that:</p> <ul style="list-style-type: none"> (a) is located between the boundary of the lots and/or buildings and the adjacent 	<p>✓</p> <p>The boundary of the site is separated from adjacent bushfire hazard areas and a perimeter road is not warranted.</p>

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No: PN170101/01/DA3

This Plan is to be read in conjunction with QFES Cover Sheet bearing the same file number.

Performance outcomes	Acceptable outcomes	Compliance
(b) the evacuation of residents and emergency personnel, during a bushfire event.	natural area and/or bushfire hazard area; (b) has a minimum cleared width of 20m; (c) has a constructed minimum road width of 6m; (d) has a maximum gradient of 12.5% (e) is constructed to an all-weather standard; and (f) is constructed to ensure all culverts and bridges have a minimum load bearing of 15 tones (if applicable)	<div><div>QLD FIRE & EMERGENCY SERVICES CITY OF GOLD COAST BUSHFIRE BUSHFIRE MANAGEMENT PLAN ASSESSED</div><div>File No: PN170101/01/DA3</div><div>This Plan is to be read in conjunction with the Cover Sheet bearing the same file number.</div></div>
	A06.2 The road design is capable of providing access for fire fighting and other emergency vehicles, in accordance with SC6.9 City Plan policy – Land development guidelines.	✓ The design criteria for council roads and private roads will be consistent with Gold Coast City Plan 2016 Land development guidelines and as outlined in Section 6.2
	A06.3 The road design does not include dead end roads	✓ Dead end roads are not proposed.
	Clearing	
PO7 In bushfire hazard area, the development and/or lot layout designed to minimize vegetation clearing and provide landscaping to minimize fire hazard.	A07 The Bushfire management plan details the required extent of vegetation clearing and landscaping and where required modify development design and/or lot layout to minimize clearing of vegetation	✓ The site will be cleared in preparation for civil construction works. No additional clearing of vegetation is required to implement bushfire mitigation measures.
Open space management plans		
PO8 For areas to be dedicated to Council as open space, management strategies to mitigate bushfire risk must be identified.	A08 The Bushfire management plan contains a separate section detailing management strategies for area to be dedicated to Council that can be included	✓ The public dedication area is not proposed to be included within the open space management plan.

Performance outcomes	Acceptable outcomes	Compliance
	within the Open space management plan.	
Fire trials		
<p>PO9</p> <p>In a bushfire hazard areas, fire trails must be provided to:</p> <ul style="list-style-type: none"> (a) enable access for free fighters, residents and equipment; (b) contribute to (where required) bushfire radiation zone(s); (c) mitigate against bushfire hazard; and (d) allow access for hazard reduction management programs. <p>Note – fire trails should be located, contracted and maintained with due regard for landscaping and ecological values and should not result in soil disturbance or erosion</p>	<p>A09.1</p> <p>Fire trails are located on public land (including public open space areas) to facilitate access for fire brigades.</p> <p>OR</p> <p>Fire trails located on private property are located as close as possible to the property boundaries and the adjoining bushfire hazard area, and an access easement is granted in favour of City of Gold Coast and Queensland Fire and Emergency Services.</p>	<p>✓</p> <p>Fire trails are not proposed</p>
	<p>A00.2</p> <p>The fire trail as:</p> <ul style="list-style-type: none"> (a) a minimum cleared width of 6m; (b) a minimum of 4.8m vertical clearance; (c) a cross fall of no greater than 10 degrees; (d) a minimum formed width of 4m; (e) a maximum gradient of 12.5%, with adequate drainage to prevent soil erosion and minimize ongoing trail maintenance; and culverts and/or bridges with a minimum load bearing of 8 tonnes (if applicable). 	<p>✓</p> <p>Fire trails are not proposed</p>
	<p>A09.3</p> <p>Vehicular links are provided along the fire trail either to existing fire trails or roads, and these links are designed having regard to the topography of the site, fire fighter safety and the need to regularly access water supplies.</p>	<p>✓</p> <p>Fire trails are not proposed</p>

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No:PN170101/01/DA3.....

This Plan is to be read in conjunction with QFES Cover Sheet bearing the same file number.

Performance outcomes	Acceptable outcomes	Compliance
	Note- where possible, these links should be intervals of approximately 200 m.	
	A09.4 The fire trail has vehicular access at each end, and links either to existing fire trails or public roads.	✓ Fire trails are not proposed
	A09.5 The fire trail provides turning areas for fire-fighting appliances. The turning bay can be either: (a) a turning circle (b) a 'T' shaped turning bay; or (c) a 'Y' shaped turning bay.	✓ Fire trails are not proposed
	A09.6 The fire trail provides areas for vehicles to pass or turn at intervals of not more than 200m and with a maximum grade of 5% (1 in 20).	✓ Fire trails are not proposed
Areas with water reticulation		
PO10 In a bushfire hazard area, the development maintains the safety of people and property by ensuring that the water supply is reliable and has sufficient flow and pressure requirements for fire fighting purposes at all times	A010.1 The development is proposed in a bushfire hazard area, and reticulated water is supplied in accordance with SC6.9 City Plan policy – Land development guidelines .	✓ Fire-fighter water supply and fire hydrants will be supplied in accordance with the Queensland Fire and Emergency Services 2015 guideline <i>Fire Hydrant and Vehicle Access Guidelines for Residential, Commercial and Industrial Lots</i> and/or Gold Coast City Plan 2016 <i>Land development guidelines</i> .
	A010.2 Development involving new or existing buildings with a gross floor area of greater than 50m ² , each lot has a reliable reticulated water supply that has sufficient flow and pressure characteristics for fire fighting purposes at all times. It must have a minimum	✓ Fire-fighter water supply will have minimum pressure and flow of 10 l/s at 200 kPa.

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No: **PN170101/01/DA3**

This Plan is to be read in conjunction with QFES Cover Sheet bearing the same file number.

Performance outcomes	Acceptable outcomes	Compliance
	pressure and flow of 10 litres a second at 200 kPa.	
Areas with no water reticulation (private water supply)		
PO11 In a bushfire hazard area, the development maintains the safety of people and property by ensuring that an adequate water supply for fire-fighting purposes is provided.	AO11.1 For development with a combined GFA less than 500m ² where one or more buildings are proposed, dedicated fire fighting water storage is provided to protect each individual building. Each dedicated fire fighting water storage must have a volume of water not less than 10,000 litres for each building, be provided within 10m of each building and be: (a) a separate tank that is either below ground level or of non-flammable construction; or (b) a reserve section in the bottom part of the main water supply tank that is either below ground level or of non-flammable construction. Note- dedicated firefighting water storage is in addition to water supply for household use and does not include swimming pools, creeks and dams.	Not applicable
	AO11.2 For development that proposes one or more buildings with a combined GFA greater than 500m ² there is no acceptable outcome provided.	Not applicable
PO12	AO12 The outlet pipe is 50mm in diameter, fitted with a 50mm male camlock (standard rural fire brigade fitting) and an isolating valve.	Not applicable
PO13	AO13.1	Not applicable

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No: **PN170101/01/DA3**

This Plan is to be read in conjunction with QFES Cover Sheet bearing the same file number.

Performance outcomes	Acceptable outcomes	Compliance
	The water supply outlet is located at least 9m from any potential fire hazards, such as venting gas bottles and combustible structures.	
	AO13.2 A safe and accessible hard stand area capable of accommodating a fire fighting vehicle is provided not more than 3m from the water supply outlet.	Not applicable
PO14 Development in a bushfire hazard area must provide adequate fire-fighting water storage. This infrastructure must be provided on public land so as to be readily accessible to fire brigades for hazard reduction and fire fighting purposes.	AO14.1 Where public water supplies (e.g. fire hydrants or public water storage) do not exist, water supply tanks are provided for fire-fighting purposes on public land within the development. The water tanks must: <ul style="list-style-type: none"> (a) Be installed on land dedicated to Council; (b) Hold a volume of at least 22,500 litres per every 20 dwellings; (c) Be of concrete construction; and (d) Have an outlet pipe of 50mm in diameter, fitted with a 50mm male camlock (standard rural fire brigade fitting) and an isolating valve. 	Not applicable
	AO14.2 Development on public land provides a safe and accessible hardstand area capable of accommodating a fire-fighting vehicle not more than 3m from the water supply outlet.	Not applicable
Storage of Hazardous Materials		
PO15 Development does not cause: <ul style="list-style-type: none"> (a) an unacceptable risk to people, property and the environment due to the 	AO15 Development involving the storage, handling or manufacture of hazardous chemicals is not	Not applicable

QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING

BUSHFIRE MANAGEMENT PLAN ASSESSED

 File No:PN170101/01/DA3.....

 This Plan is to be read in conjunction with QFES
 Cover Sheet bearing the same file number.

Performance outcomes	Acceptable outcomes	Compliance
<p>impact of bushfire on hazardous chemicals;</p> <p>(b) excess danger or difficulty to emergency services for emergency response or evacuation.</p>	located within a Bushfire hazard area.	
Advice to new residents		
<p>P016</p> <p>In a bushfire hazard area, new residents/occupants of a development in a bushfire hazard area are informed about:</p> <p>(a) the potential bushfire hazard on their site;</p> <p>(b) their responsibility for fire management;</p> <p>(c) the measures required for ongoing fire hazard mitigation; and</p> <p>(d) emergency procedures during a bushfire or on bad fire weather days.</p> <p>Note- Further information on bushfire preparation can be found at www.ruralfire.qld.gov.au</p>	<p>AO16</p> <p>A copy of the Bushfire management plan, complete with the Queensland Fire and Emergency Services cover sheet and any other addendums is provided to each resident/occupant for their information.</p> <p>Note - the QFES cover sheet is attached to the approved Bushfire management plan and a notification will be placed on the property's rates notice.</p>	<p>✓</p> <p>This report recommends a copy of this report is provided to new owners and the body corporate agent for the proposed development.</p>

**QLD FIRE & EMERGENCY SERVICES
CITY OF GOLD COAST BUSHFIRE PLANNING**

BUSHFIRE MANAGEMENT PLAN ASSESSED

File No:PN170101/01/DA3.....

This Plan is to be read in conjunction with QFES Cover Sheet bearing the same file number.

TYPE A DUPLEX



TYPE B 4-PLEX



TYPE C 4-PLEX

Application No: MCU201700624

Dated: 19 December 2017

Development shall comply with the
conditions of approval as detailed in the
Decision Notice and Council's Planning
Scheme, Local Laws and Planning Policies



TYPE D 4-PLEX





THE GAWTHERN TERRACES

STAGE 1

Section 213 Disclosure Statement, *Body Corporate & Community Management Act 1997* including:

- Draft CMS
- Lot Entitlements
- By-Laws
- Administration Agreement
- Maintenance and Access Agreement
- Budget
- Disclosure plans

And:

Section 219 Power of Attorney Statements

**THE GAWTHERN TERRACES
STAGE 1**

**Body Corporate and Community Management Act 1997
First Statement under Section 213**

<i>Community Titles Scheme:</i>	The Gawthern Terraces Community Titles Scheme
<i>Proposed Lot:</i>	Lot
<i>Seller:</i>	<p>Name: DELUXE LAND PTY LTD A.C.N. 616 593 750</p> <p>Address: C/- Sabdia Lashand PO Box 80 SUNNYBANK QLD 4109</p>
<i>Sunset Date:</i>	24 months from the Contract Date as more particularly provided in clause 5.1(d) of the contract.
<i>Lot Identification:</i>	The Lot being purchased is as identified in the plans (Schedule H) and forming the First Schedule and the Second Schedule of the Contract.
<i>Regulation Module:</i>	Standard
<i>Amount of Annual Contributions payable by Owner to Body Corporate:</i>	<p>Administrative Fund: Refer to attached contributions schedule G</p> <p>Sinking Fund: Refer to attached contributions schedule G</p> <p>Insurance Levy: Refer to attached contributions schedule G</p> <p>payable: Quarterly</p>
<i>Extent contributions are based on Contribution Schedule Lot Entitlement:</i>	<p>That part of the annual contribution listed as Administrative Fund and Sinking Fund but excluding any Insurance levy –</p> <p>Refer to attached contributions schedule G</p>
<i>Extent contributions are based on Interest Schedule Lot Entitlement:</i>	<p>That part of the annual contribution listed as Insurance Levy –</p> <p>Refer to attached contributions schedule G</p>
<i>Contribution entitlements:</i>	The contribution schedule lot entitlements and interest schedule lot entitlements are set out in the proposed Community Management Statement for the Scheme attached.
<i>Proposed Body Corporate Manager:</i>	<p>Name: Stratacare</p> <p>Term: 3 years Refer schedule F1</p> <p>Cost: \$2,540.00 per annum (GST inclusive) p.a. for the first year and increased in accordance with the Contract in schedule F1</p> <p>Proportion of Cost per lot: See schedule G</p>

<i>Proposed Maintenance and Access Agreement:</i>	Name: DELUXE LAND PTY LTD A.C.N. 616 593 750 Term: Until completion of the last lot in the development. Refer schedule F2 Cost: NIL Proportion of Cost per lot: NIL
<i>Body Corporate Assets to be acquired after establishment of Scheme:</i>	Nil
<i>Signed by Seller</i> DELUXE LAND PTY LTD A.C.N. 616 593 750 Seller Date:
<i>Acknowledged by Buyer</i>

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 The Gawthern Terraces Community Title Scheme	2. Regulation module Standard Module
3. Name of body corporate Body Corporate for The Gawthern Terraces Community Titles Scheme	
4. Scheme land	
Lot on Plan Description	Title Reference
Common Property of The Gawthern Terraces Community Titles Scheme	To issue
Lots 59 to 78 on SP 302931	To issue
Lot 801 on SP 302931	To issue
5. #Name and address of original owner DELUXE LAND PTY LTD A.C.N. 616 593 750 C/- Sabdia Lashand, PO Box 80, Sunnybank, QLD, 4109	6. Reference to plan lodged with this statement SP 302931

first community management statement only

7. Local Government community management statement notation

..... signed
..... name and designation
..... name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date	*Execution
/ /	DELUXE LAND PTY LTD A.C.N. 616 593 750
.....
Director	Director

*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 the publicly searchable records. For more information see the Department's website.

Title Reference to issue

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Applicable on establishment of The Gawthorn Terraces Community Title Scheme

Lot on Plan	Contribution	Interest
Lot 59 on SP 302931	162	97
Lot 60 on SP 302931	126	97
Lot 61 on SP 302931	126	97
Lot 62 on SP 302931	162	97
Lot 63 on SP 302931	126	97
Lot 64 on SP 302931	126	97
Lot 65 on SP 302931	126	97
Lot 66 on SP 302931	126	97
Lot 67 on SP 302931	162	97
Lot 68 on SP 302931	126	97
Lot 69 on SP 302931	162	97
Lot 70 on SP 302931	126	97
Lot 71 on SP 302931	126	97
Lot 72 on SP 302931	162	97
Lot 73 on SP 302931	126	97
Lot 74 on SP 302931	126	97
Lot 75 on SP 302931	126	97
Lot 76 on SP 302931	126	97
Lot 77 on SP 302931	126	97
Lot 78 on SP 302931	126	97
Lot 801 on SP 302931	590	97
TOTALS	3,290	2,037

CONTRIBUTION SCHEDULE LOT ENTITLEMENTS ("CSLE")

The CSLE have been decided on the "relativity principle" as that term is defined in the Body Corporate and Community Management Act 1997 ("BCCM"), which is the principle that the lot entitlements must clearly demonstrate the relationship between the lots by reference to 1 or more of the following factors. The relevant factors may only be one of the following:

1. How the community titles scheme is structured;
2. The nature, features and characteristics of the lots in the scheme;
3. The purpose for which the lots are used;
4. The impact the lots may have on the costs of maintaining the common property;
5. The market values of the lots in the scheme.

The individual CSLE for the lots were decided using the relativity principle based on the following factors:

How the community titles scheme is structured

The scheme is not part of a layered arrangement. Therefore the structure of the scheme does not affect the calculation of the CSLE. All of the lots in the scheme are similar in their nature, features and characteristics.

The nature, features and characteristics of the lots in the scheme

The Body Corporate is responsible for the repair and maintenance of common property in the scheme. This includes recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In deciding the CSLE the following factors increase the burden that a particular lot places on the Body Corporate costs for the maintenance, repair and cleaning of the common property:

- (a) The area of the lot: additional CSLEs are allocated to a lot the greater the size of the lot because the larger the area of the lot the greater the demand on Body Corporate costs for support and shelter;

Title Reference to issue

- (b) The number of potential occupants: larger lots that can cater for a greater number of potential occupants have the potential to place a greater burden on common property and additional CSLEs are allocated to a larger lot to take this into account.

The relative difference in CSLEs recognises that the above factors do not impact on how much each lot should contribute to certain Body Corporate expenses such as secretarial fees, audit fees, printing, postage and outlays.

The purposes for which the lots are used

All lots are used for residential purposes and thus this factor is not considered relevant.

The impact the lots have on the costs of maintaining the common property

The lots in the scheme have been created under a building format plan and the Body Corporate is responsible for the repair and maintenance of the common property (eg. the exterior of the building including windows, foyers, lifts, utility infrastructure, utility services and other common property facilities). The larger the lot the greater the demand for support and shelter costs and the number of occupants are likely to be greater. This results in larger lots having a greater demand on the Body Corporate expenditure for the maintenance, cleaning and repair of common property. This factor has been considered relevant in calculating CSLE because it places a differential burden on the Body Corporate's costs for maintenance, cleaning and repair of common property.

The market values of the lots

The market values of the lots in the scheme have not affected the decision to allocate CSLE.

INTEREST SCHEDULE LOT ENTITLEMENTS ("ISLE")

The market value principle for deciding the ISLE for the lots in the scheme is the principle that the lot entitlements must reflect the respective market values of the lots, except to the extent which it is just and equitable in the circumstances for them not to reflect the respective market values.

The ISLE for the lots in the scheme have been decided in accordance with the market value of the lots at the date of establishment of the scheme.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
-------------------	--

Staging

The scheme land is intended to be further developed progressively by another four stages. It is intended that the development be carried out in stages in the order shown in the concept plan forming Diagram "C". However, the order in which stages are constructed and numbering of lots may change.

Stage 2 will be created by subdivision of Lot 801 on SP 302931 by a Standard Format Plan to create Lots 47 – 58, Lots 79 – 92, Lot 802 and some additional common property under the Standard Module Regulation. Further allocations of exclusive use of common property may be made for the owners of Lots.

Stage 3 will be created by subdivision of Lot 802 on SP 302932 by a Standard Format Plan to create Lots 1 – 14, Lots 35 – 46, Lot 803 and some additional common property under the Standard Module Regulation. Further allocations of exclusive use of common property may be made for the owners of Lots.

Stage 4 will be created by subdivision of Lot 803 on SP 302933 by a Standard Format Plan to create Lots 15 – 34, Lot 804 and some additional common property under the Standard Module Regulation. Further allocations of exclusive use of common property may be made for the owners of Lots.

Stage 5 will be created by subdivision of Lot 804 on SP 302934 by a Standard Format Plan to create Lots 93 – 104 and some additional common property under the **Standard** Module Regulation. Further allocations of exclusive use of common property may be made for the owners of Lots.

After the re-subdivision of Lot 804 on SP 302934 by a Standard Format Plan for Stage 5, the contributions and interests in the schedule of lot entitlements relating to all Lots will be as described below:

Title Reference to issue

Lot on Plan	Contribution	Interest
Lot 1 on SP 302933	162	90
Lot 2 on SP 302933	126	90
Lot 3 on SP 302933	126	90
Lot 4 on SP 302933	126	90
Lot 5 on SP 302933	126	90
Lot 6 on SP 302933	126	90
Lot 7 on SP 302933	126	90
Lot 8 on SP 302933	126	90
Lot 9 on SP 302933	126	90
Lot 10 on SP 302933	126	90
Lot 11 on SP 302933	126	90
Lot 12 on SP 302933	126	90
Lot 13 on SP 302933	126	90
Lot 14 on SP 302933	126	90
Lot 15 on SP 302934	126	97
Lot 16 on SP 302934	126	97
Lot 17 on SP 302934	126	97
Lot 18 on SP 302934	126	97
Lot 19 on SP 302934	126	97
Lot 20 on SP 302934	126	97
Lot 21 on SP 302934	162	97
Lot 22 on SP 302934	126	97
Lot 23 on SP 302934	126	97
Lot 24 on SP 302934	162	97
Lot 25 on SP 302934	162	97
Lot 26 on SP 302934	126	97
Lot 27 on SP 302934	126	97
Lot 28 on SP 302934	126	97
Lot 29 on SP 302934	126	97
Lot 30 on SP 302934	126	97
Lot 31 on SP 302934	162	97
Lot 32 on SP 302934	126	97
Lot 33 on SP 302934	126	97
Lot 34 on SP 302934	162	97
Lot 35 on SP 302933	162	90
Lot 36 on SP 302933	126	90
Lot 37 on SP 302933	126	90
Lot 38 on SP 302933	162	90
Lot 39 on SP 302933	126	90
Lot 40 on SP 302933	126	90
Lot 41 on SP 302933	126	90
Lot 42 on SP 302933	126	90
Lot 43 on SP 302933	162	90
Lot 44 on SP 302933	126	90
Lot 45 on SP 302933	126	90
Lot 46 on SP 302933	162	90
Lot 47 on SP 302932	162	97
Lot 48 on SP 302932	126	97
Lot 49 on SP 302932	126	97
Lot 50 on SP 302932	162	97
Lot 51 on SP 302932	126	97
Lot 52 on SP 302932	126	97
Lot 53 on SP 302932	126	97
Lot 54 on SP 302932	126	97
Lot 55 on SP 302932	162	97
Lot 56 on SP 302932	126	97
Lot 57 on SP 302932	126	97
Lot 58 on SP 302932	162	97

Title Reference to issue

Lot 59 on SP 302931	162	97
Lot 60 on SP 302931	126	97
Lot 61 on SP 302931	126	97
Lot 62 on SP 302931	162	97
Lot 63 on SP 302931	126	97
Lot 64 on SP 302931	126	97
Lot 65 on SP 302931	126	97
Lot 66 on SP 302931	126	97
Lot 67 on SP 302931	162	97
Lot 68 on SP 302931	126	97
Lot 69 on SP 302931	162	97
Lot 70 on SP 302931	126	97
Lot 71 on SP 302931	126	97
Lot 72 on SP 302931	162	97
Lot 73 on SP 302931	126	97
Lot 74 on SP 302931	126	97
Lot 75 on SP 302931	126	97
Lot 76 on SP 302931	126	97
Lot 77 on SP 302931	126	97
Lot 78 on SP 302931	126	97
Lot 79 on SP 302932	126	97
Lot 80 on SP 302932	126	97
Lot 81 on SP 302932	126	97
Lot 82 on SP 302932	126	97
Lot 83 on SP 302932	126	97
Lot 84 on SP 302932	126	97
Lot 85 on SP 302932	126	97
Lot 86 on SP 302932	126	97
Lot 87 on SP 302932	126	97
Lot 88 on SP 302932	126	97
Lot 89 on SP 302932	126	97
Lot 90 on SP 302932	126	97
Lot 91 on SP 302932	162	97
Lot 92 on SP 302932	126	97
Lot 93 on SP 302935	162	97
Lot 94 on SP 302935	126	97
Lot 95 on SP 302935	126	97
Lot 96 on SP 302935	126	97
Lot 97 on SP 302935	126	97
Lot 98 on SP 302935	126	97
Lot 99 on SP 302935	161	97
Lot 100 on SP 302935	162	97
Lot 101 on SP 302935	126	97
Lot 102 on SP 302935	126	97
Lot 103 on SP 302935	126	97
Lot 104 on SP 302935	162	97
TOTAL	13967	9906

SCHEDULE C BY-LAWS**1. NOISE**

The occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

Title Reference to issue

2. VEHICLES

- (1) The occupier of a lot must not, without the body corporate's written approval -
 - (a) park a vehicle, or allow a vehicle to stand, on the common property; or
 - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, except for the designated visitor parking which must remain available at all times for the sole use of visitors vehicles.
- (2) An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.
- (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.
- (4) Car parking spaces are not to be used for the purpose of displaying goods or vehicles for rent or sale.

3. OBSTRUCTION

The occupier of a lot must not obstruct the lawful use of the common property by someone else.

4. DAMAGE TO LAWNS ETC.

- (1) The occupier of a lot must not, without the body corporate's written approval -
 - (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
 - (b) use part of the common property as a garden.
- (2) An approval under subsection (1) must state the period for which it is given.
- (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

5. DAMAGE TO COMMON PROPERTY

- (1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- (2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- (3) The owner of a lot must keep a device installed under subsection (2) in good order and repair.

6. COMMUNAL OPEN SPACE

The use of communal open space is to be restricted between the hours of 7am to 10pm only.

7. BEHAVIOUR OF INVITEES

An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.

8. LEAVING OF RUBBISH ETC. ON THE COMMON PROPERTY

The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

Title Reference to issue

9. USE OF LOTS

- (1) Subject to these by-laws (including the rights of a caretaking service contractor or agent holding a letting authorization from the body corporate), lots must be used only for residential purposes.
- (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 occupier 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; or
 - (c) for any purpose that may endanger the safety or good reputation of persons residing within the scheme
- (3) A caretaking or letting agent who is authorized by the body corporate, notwithstanding by-law 9(1) may use a lot situated within the scheme or common property for the operation of a real estate, sales or letting agency business.
- (4) A service contractor, notwithstanding by-law 9(1) may use a lot or common property situated within the scheme for the purposes of performing the duties under the engagement or any engagement for the scheme.
- (5) Occupier may, providing that it is lawful to do so, carry out a home occupation or business from a lot and may receive visitors for the purpose of providing the:
 - (a) the use does not conflict with the rights of any caretaking service contractor or letting agent holding a letting authorisation from the body corporate;
 - (b) the use is lawful and all necessary permits and insurances for the use are held;
 - (c) the use does not unreasonably interfere with the amenity of other occupier; and
 - (d) the occupier obeys the reasonable directions and requirements of the body corporate.
- (6) Residential lots must not, without the written permission of the body corporate, store a flammable substance within their lot unless the substance is used for normal domestic use.
- (7) No auction sale is to be conducted or to take place within the scheme.

10. APPEARANCE OF LOT

- (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.
- (2) The occupier of a lot must not, without the body corporate's written approval display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

11. STORAGE OF FLAMMABLE MATERIALS

- (1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.
- (2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot.
- (3) However, this section does not apply to the storage of fuel in -

Title Reference to issue

- (a) the fuel tank of a vehicle, boat, or internal combustion engine; or
- (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

12. GARBAGE DISPOSAL

- (1) Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must deposit garbage in the collection bins or areas designated by the body corporate for that purpose.
- (2) The occupier of a lot must keep a receptacle for garbage on the lot in a clean and dry condition and adequately covered at all times.
- (3) The occupier of a lot must -
 - (a) comply with all local government local laws about disposal of garbage; and
 - (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupier of other lots.

13. KEEPING OF ANIMALS

- (1) Subject to this by-law, the occupier of a lot must not, without the body corporate's written approval -
 - (a) bring or keep an animal on the lot or the common property; or
 - (b) permit an invitee to bring or keep an animal on the lot or the common property.
- (2) The occupier of a lot may keep a maximum of one small dog or cat in the lot as long as the animal:
 - (a) does disturb others; and
 - (b) is a domesticated pet; and
 - (c) is toilet trained.
- (3) The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or common property.¹

¹ However, section 181 of the Act provides as follows-

Guide, hearing and assistance dogs

- 181. (1) A person with a disability under the *Guide, Hearing and Assistance Dogs Act 2009* who relies on a guide, hearing or assistance dog and who has the right to be on a lot included in a community titles scheme, or on the common property, has the right to be accompanied by a guide, hearing or assistance dog while on the lot or common property.
- (2) A person mentioned in subsection (1) who is the owner or occupier of a lot included in a community titles scheme has the right to keep a guide, hearing or assistance dog on the lot.
- (3) A by-law can not exclude or restrict a right given by this section.

14. EXCLUSIVE USE – PRIVATE COURTYARD

- (1) The owner or occupier of each of the Lots listed in Schedule E shall have the exclusive use of those parts of the common property as shown opposite the respective Lot numbers for the purposes listed. The owner or occupier shall at all times keep the exclusive use area clean and clear of rubbish and will not store in or on the exclusive use area any unsightly items and will remove from those areas any items immediately upon being directed to do so by the committee of the body corporate (but the body corporate shall retain all obligations under the Act in respect of common property).
- (2) No door, partitions or other improvements or fixtures shall be added without the consent in writing of the body corporate having been first obtained following receipt of the written request of the owner or occupier. The body corporate shall require as a condition of its approval, if given, that the materials

Title Reference to issue

to be used and the construction shall be of uniform type and colour for the building; that all necessary Local Authority and other approvals have been obtained and copies supplied to the body corporate; that all necessary inspections are carried out during construction and that such improvements be at the risk of the owner or occupier from time to time.

15. UTILITY INFRASTRUCTURE AREAS

The body corporate reserves the right to nominate areas of common property for the purposes of Utility Infrastructure and air conditioning. The body corporate may make rules in respect to the restriction of access, maintenance and use of such areas including without limitation, access to the common property including roof areas for the purpose of air-conditioning.

16. STORMWATER MANAGEMENT

The body corporate reserves the right to nominate areas under, on or over common property for the purposes of installation of a storm water quality control facility including for the trapping of pollutants from driveways, car spaces, hardstand and other areas. The body corporate may make rules in respect to the restriction of access on a temporary or permanent basis, maintenance and use of such areas including without limitation, access to affected areas of the common property

17. DEVELOPMENT APPROVAL CONDITIONS

- (1) Restricted paint colours - buildings and structures must not be painted in highly reflective, bright or obtrusive colours.
- (2) Ventilation and refrigeration units - all service equipment, mechanical ventilation and refrigeration units associated with the use of the premises must be installed, located and screened to the satisfaction of the body corporate so as not to cause nuisance or disturbance to persons outside the curtilage of the lot.
- (3) Lighting - all lighting devices must be positioned on the premises and shielded to the satisfaction of the body corporate so as not to cause glare or other nuisance to surrounding residents and motorists.
- (4) Roof - all roof must be constructed with non-reflective finishes so as not to cause glare or other nuisance to surrounding residents, to the satisfaction of the body corporate.

Title Reference to issue

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Type of Statutory Easement	Lots Affected	Services Location Diagram Showing Service Easements
Support	All Lots and Common Property	See Service Location on Diagram A
Utility Services and Utility Infrastructure	All Lots and Common Property	
Shelter	All Lots and Common Property	
Projections	All Lots and Common Property	

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

Lot on Plan	Area	Use
Lot 59 on SP 302931	59A on Diagram B	Private Courtyard
Lot 60 on SP 302931	60A on Diagram B	Private Courtyard
Lot 61 on SP 302931	61A on Diagram B	Private Courtyard
Lot 62 on SP 302931	62A on Diagram B	Private Courtyard
Lot 63 on SP 302931	63A on Diagram B	Private Courtyard
Lot 64 on SP 302931	64A on Diagram B	Private Courtyard
Lot 65 on SP 302931	65A on Diagram B	Private Courtyard
Lot 66 on SP 302931	66A on Diagram B	Private Courtyard
Lot 67 on SP 302931	67A on Diagram B	Private Courtyard
Lot 68 on SP 302931	68A on Diagram B	Private Courtyard
Lot 69 on SP 302931	69A on Diagram B	Private Courtyard
Lot 70 on SP 302931	70A on Diagram B	Private Courtyard
Lot 71 on SP 302931	71A on Diagram B	Private Courtyard
Lot 72 on SP 302931	72A on Diagram B	Private Courtyard
Lot 73 on SP 302931	73A on Diagram B	Private Courtyard
Lot 74 on SP 302931	74A on Diagram B	Private Courtyard
Lot 75 on SP 302931	75A on Diagram B	Private Courtyard
Lot 76 on SP 302931	76A on Diagram B	Private Courtyard
Lot 77 on SP 302931	77A on Diagram B	Private Courtyard
Lot 78 on SP 302931	78A on Diagram B	Private Courtyard

Note the Seller reserves the right to allocate additional and reallocate nominated private courtyard in accordance with the sale contract.

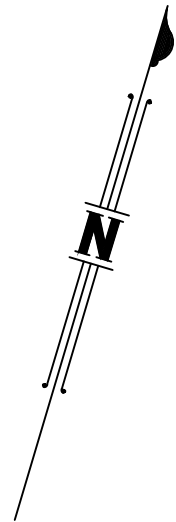
Name of Community Titles Scheme:

..... **Community Titles Scheme**

Service Location Diagram A

LEVEL A

1: 800 @ A3



100
SP284891

801 (Pt)
SP302931

17
SP302930

900
SP302930

ANGELA

WAY

DRIVE

GAWTHERN

901
SP284891

801 (Pt)
SP302931

DETENTION
TANK

BIO
BASIN

COMMON
PROPERTY

DAM

PMT

COMMON
PROPERTY

BUILDING P
SP302931

BUILDING Q
SP302931

BUILDING R
SP302931

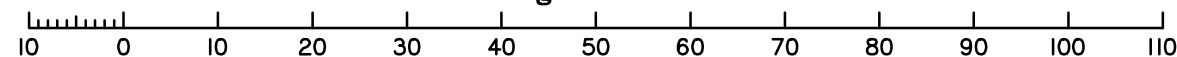
BUILDING S
SP302931

BUILDING T
SP302931

COMMON PROPERTY

PRELIMINARY

Scale - Lengths are in Metres.



UNDERGROUND SERVICES LEGEND

ELECTRICITY	— E —
COMMUNICATIONS	— T —
SEWERAGE	— S —
WATER	— W —
STORM WATER	— D —

Date: Preliminary

Reference 9131 / SLD1 (St.1)

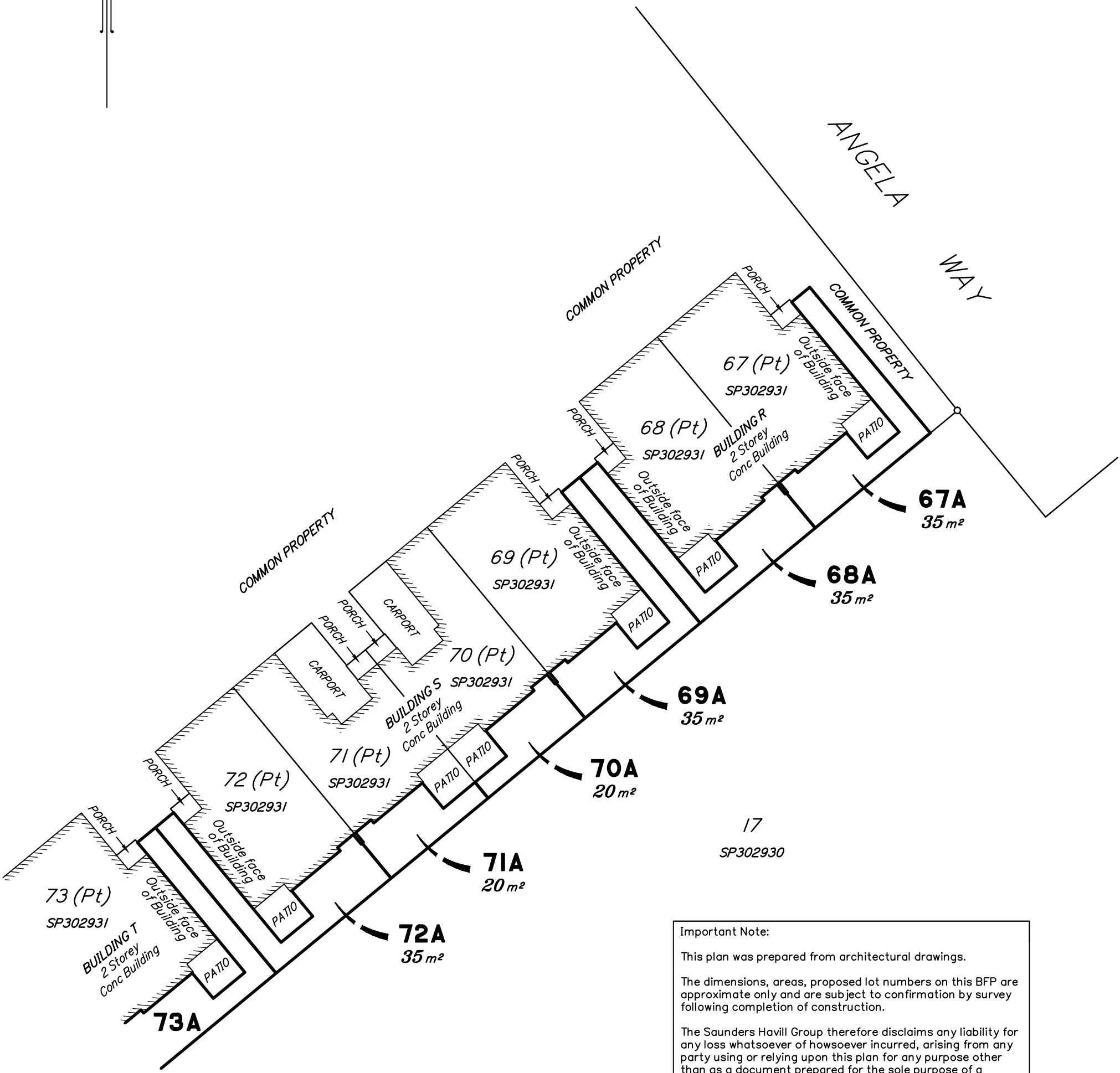
Name of Community Titles Scheme:

..... **Community Titles Scheme**

PLAN SHOWING EXCLUSIVE USE AREAS

LEVEL A

1: 250 @ A3



Important Note:

This plan was prepared from architectural drawings.

The dimensions, areas, proposed lot numbers on this BFP are approximate only and are subject to confirmation by survey following completion of construction.

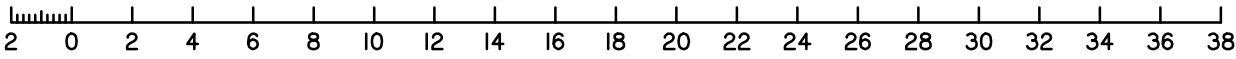
The Saunders Havill Group therefore disclaims any liability for any loss whatsoever of howsoever incurred, arising from any party using or relying upon this plan for any purpose other than as a document prepared for the sole purpose of a Preliminary Building Format Plan.

*This note is an integral part of this plan. Reproduction of this plan or any part of it without this note being included in full will render the information shown on such reproduction invalid and not suitable for use.

Prepared by: Saunders Havill Group.

PRELIMINARY

Scale – Lengths are in Metres.



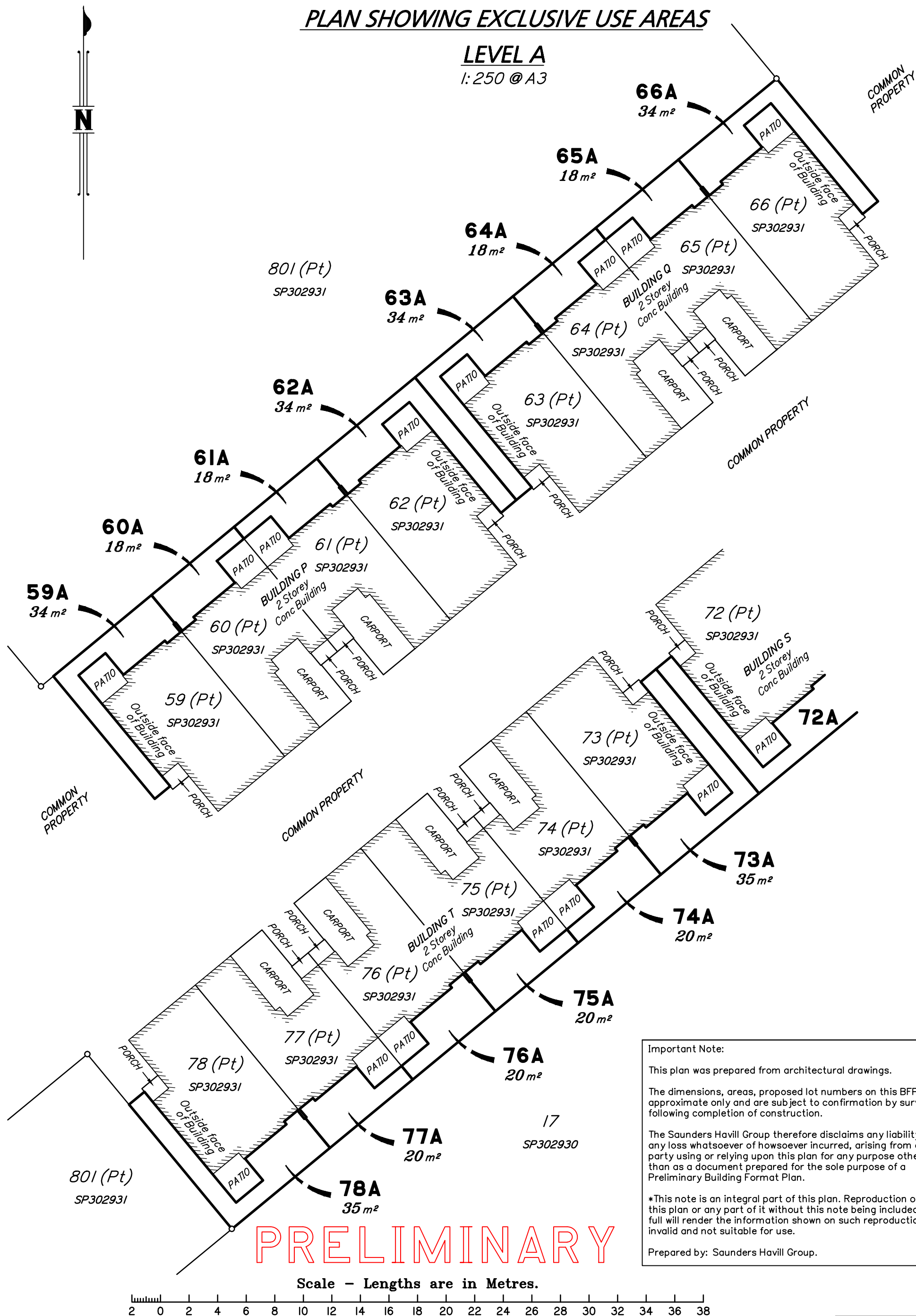
Name of Community Titles Scheme:

..... ***Community Titles Scheme***

PLAN SHOWING EXCLUSIVE USE AREAS

LEVEL A

1:250 @ A3



Important Note:

This plan was prepared from architectural drawings.

The dimensions, areas, proposed lot numbers on this BFP are approximate only and are subject to confirmation by survey following completion of construction.

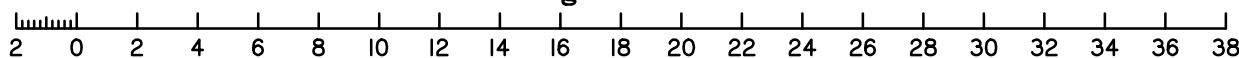
The Saunders Havill Group therefore disclaims any liability for any loss whatsoever of howsoever incurred, arising from any party using or relying upon this plan for any purpose other than as a document prepared for the sole purpose of a Preliminary Building Format Plan.

*This note is an integral part of this plan. Reproduction of this plan or any part of it without this note being included in full will render the information shown on such reproduction invalid and not suitable for use.

Prepared by: Saunders Havill Group.

PRELIMINARY

Scale - Lengths are in Metres.



Reference: 9131/EXI-2

Name of Community Titles Scheme:

..... Community Titles Scheme

CONCEPT PLAN STAGES 1 - 5

SITE PLAN

Lot 801 is a Standard Format Lot
to be subdivided by further
Building Format Lots
in Future Stages 2 - 5.

Stage 1 Base Parcel Area
6342 m²

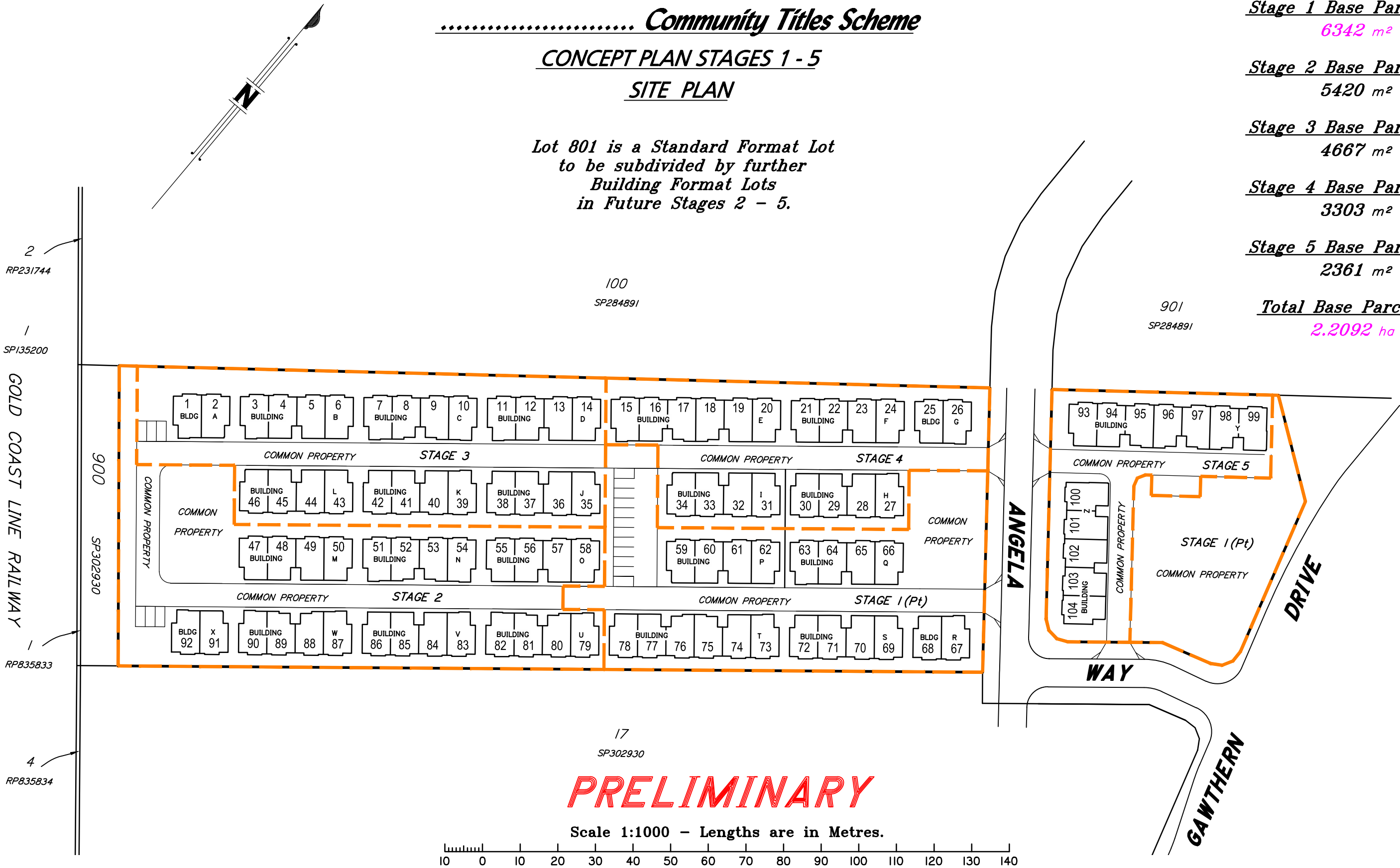
Stage 2 Base Parcel Area
5420 m²

Stage 3 Base Parcel Area
4667 m²

Stage 4 Base Parcel Area
3303 m²

Stage 5 Base Parcel Area
2361 m²

Total Base Parcel Area
2.2092 ha



Client: DELUXE LAND PTY LTD



Saunders Havill Group Pty Ltd ABN 24 144 972 949
Brisbane • Emerald • Rockhampton
head office 9 Thompson St Bowen Hills Q 4006
phone 1300 123 SHG web www.saundershavill.com

■ surveying ■ town planning ■ urban design ■ environmental management ■ landscape architecture

No.	<input type="checkbox"/>	Date	Description
A	PGR	21.03.18	Original Issue

Plan of

Concept Drawings of Lots in a Building Format Plan

Project

Gawthern Drive, Pimpama

Lot Description

Lot 800 on SP302930

■ surveying

Scale @ A3 1:1000

Drawing No.

9131 S 01 CP A

Name of Community Titles Scheme:

Community Titles Scheme

CONCEPT PLAN STAGES 1 - 5

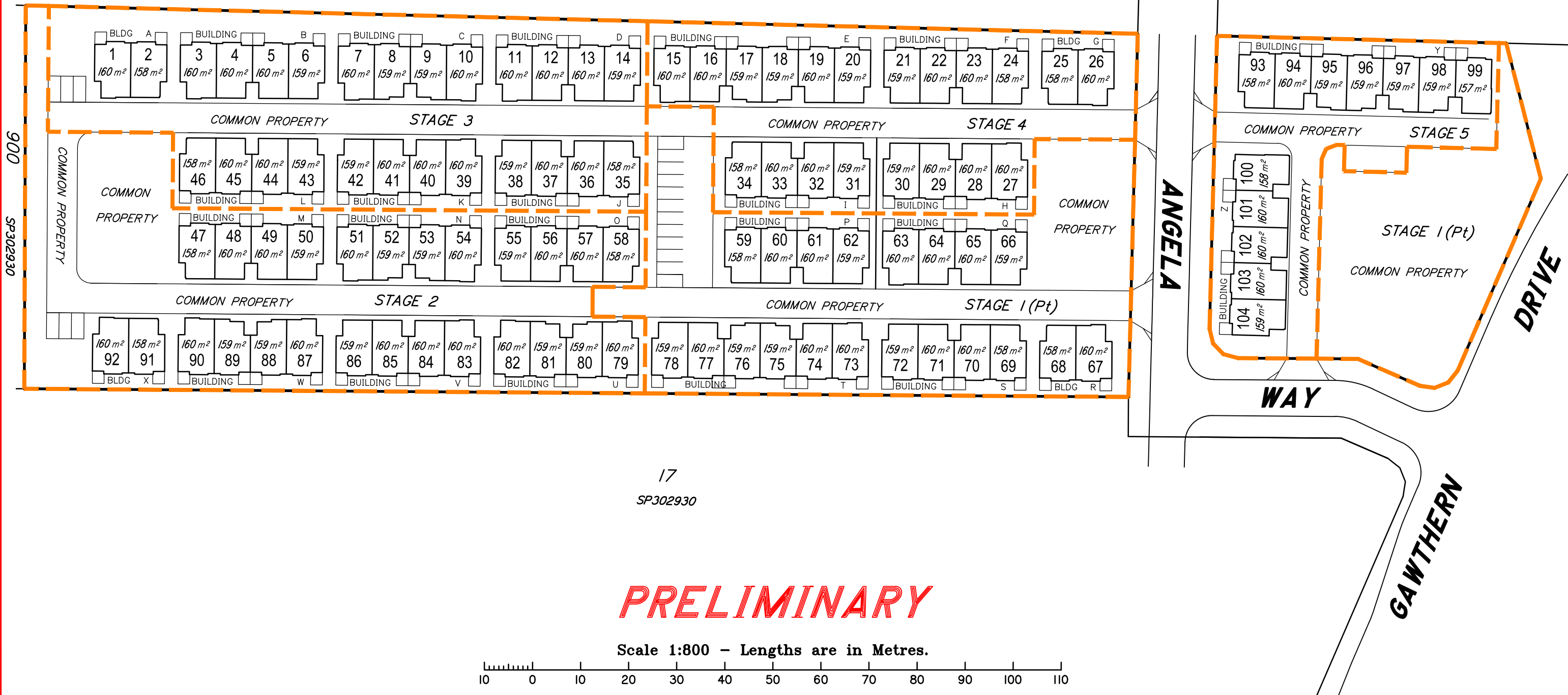
TOTAL UNIT AREAS

100

SP284891

901

SP284891



Client: DELUXE LAND PTY LTD



Saunders Havill Group Pty Ltd ABN 24 144 972 949
Brisbane • Emerald • Rockhampton
head office 9 Thompson St Bowen Hills Q 4006
phone 1300 123 SHG web www.saundershavill.com

■ surveying ■ town planning ■ urban design ■ environmental management ■ landscape architecture

Issues	No.	<input type="checkbox"/>	Date	Description
	A	PGR	21.03.18	Original Issue

Plan of

Concept Drawings of Lots in a Building Format Plan

Project

Gawthorn Drive, Pimpama

Lot Description

Lot 800 on SP302930

■ surveying

Scale @ A3 1:800

Drawing No.

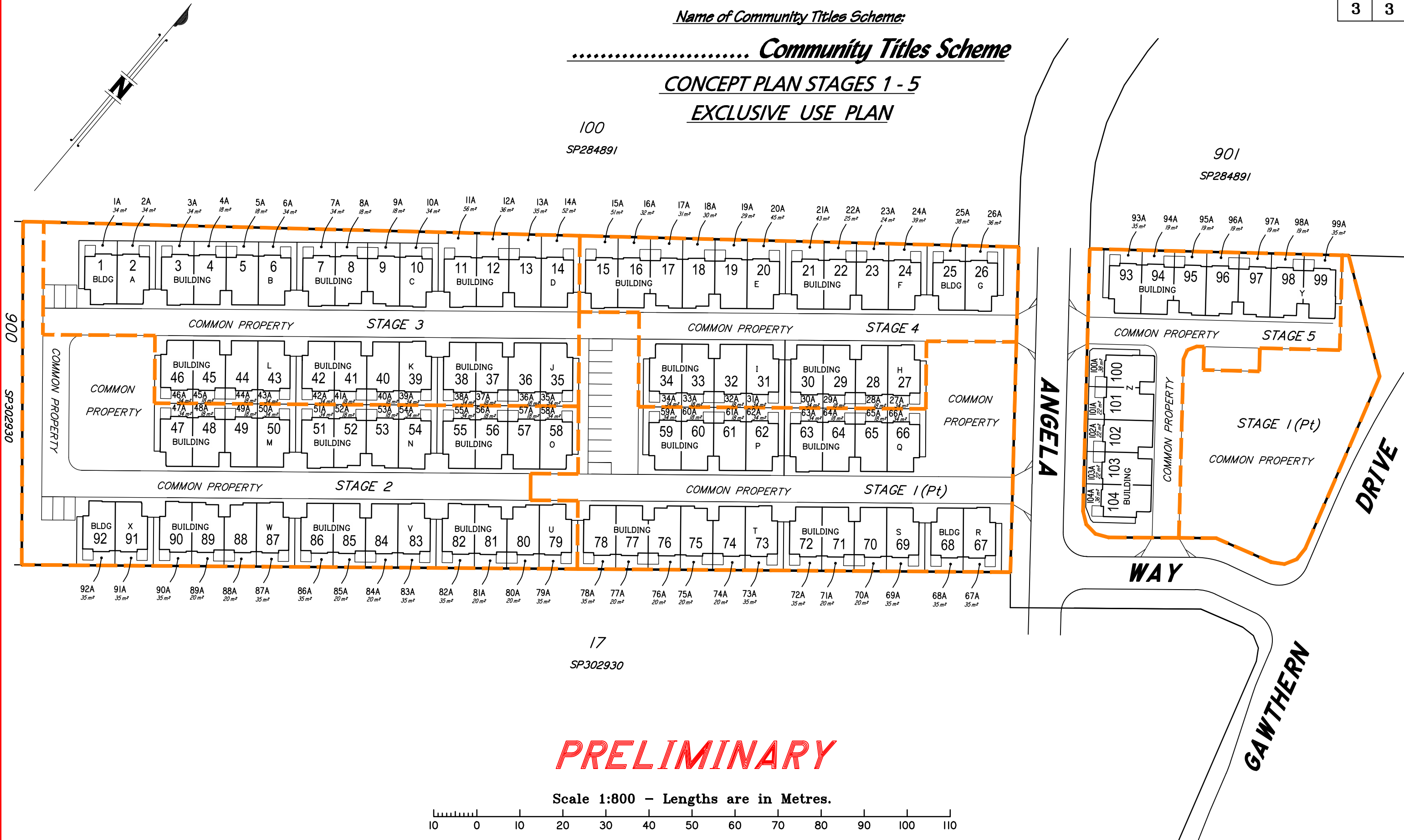
9131 S 01 CP A

Name of Community Titles Scheme:

..... Community Titles Scheme

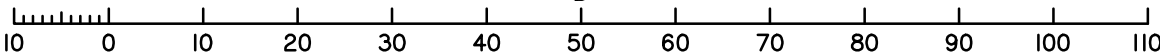
CONCEPT PLAN STAGES 1 - 5

EXCLUSIVE USE PLAN



PRELIMINARY

Scale 1:800 - Lengths are in Metres.



Client: DELUXE LAND PTY LTD



Saunders Havill Group Pty Ltd ABN 24 144 972 949
Brisbane • Emerald • Rockhampton
head office 9 Thompson St Bowen Hills Q 4006
phone 1300 123 SHG web www.saundershavill.com

■ surveying ■ town planning ■ urban design ■ environmental management ■ landscape architecture

No.	<input type="checkbox"/>	Date	Description
A	PGR	21.03.18	Original Issue

Plan o

Concept Draings oLots in a Building Format Plan

Project

Gaithorn Drive, Pimpama

Lot Description

Lot 800 on SP302930

■ surveying

Scale @ A3 1:800

Drawing No.

9131 S 01 CP A

SCHEDULE F1

Administration Agreement



Administration Agreement Engagement of a Body Corporate Manager

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

This Agreement is made this TBC.

BETWEEN

The Body Corporate for Gawthorn Terraces CTS TBC

of 38 Gawthorn Drive, Pimpama QLD 4209

AND

STRATA CARE AUSTRALIA PTY LTD ABN 87088584267

of PO Box 1251, Fortitude Valley Queensland 4006

ABOUT THIS AGREEMENT

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

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

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

TERMINATION OF THE AGREEMENT

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

TERM, OPTIONS AND PRICES

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

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

SPECIAL CONDITIONS TO THE AGREEMENT

Any special conditions to this Agreement appear in Item J.

COPYRIGHT AND REPRODUCTION

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

FURTHER ADVICE

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

BODY CORPORATE MANAGER CONTACT DETAILS

STRATACARE 

Strata Care Australia Pty Ltd
Postal: PO Box 1251 Fortitude Valley QLD 4006
Location: 3/141 Campbell Street, Bowen Hills QLD 4006
Telephone: 07 3435 5300
E-mail: reception@stratacare.com.au
Website: www.stratacare.com.au



STANDARD CONDITIONS

1. INTRODUCTION

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

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

2. WHAT IS THIS AGREEMENT?

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

3. WHAT IS THE TERM OF THIS AGREEMENT?

- 3.1 The Manager is appointed for the Term.

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

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



4.5 The Manager will at all times comply with:

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

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

5. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER?

5.1 The Body Corporate authorises the Manager to exercise the Authorised Powers.

5.2 The Manager shall only exercise the Authorised Powers to facilitate the performance of the Agreed Services or any Additional Services.

5.3 The Manager is not under any obligation to exercise the Authorised Powers except to the extent necessary to facilitate the performance of the Agreed Services and the Additional Services.

5.4 Without limiting clause 5.2, the Manager is specifically authorised to administer funds controlled by the Body Corporate.

5.5 The authorisation given by the Body Corporate to the Manager to exercise the Authorised Powers under this clause 5 does not:

- a) make the Manager responsible for performing the statutory functions of the Body Corporate or the Committee;
- b) relieve the Body Corporate or the Committee of their statutory functions.

5.6 The Body Corporate specifically authorises the Manager to:

- a) obtain quotations for insurances required to be effected by the Body Corporate under the Act or the Module;
- b) effect, on behalf of the Body Corporate, such insurances as the Body Corporate directs the manager to obtain;
- c) pay insurance premiums from the Body Corporate's funds; and
- d) submit insurance claims to the Body Corporate's insurers which the Body Corporate acknowledges forms part of the Additional Services.

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

6. HOW IS THE MANAGER TO BE PAID?

6.1 The Body Corporate must pay the Manager:

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

6.2 The Manager may -

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

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



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

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

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

where:

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

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

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

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

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

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

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

7.2 The Body Corporate may replace the Nominee by written notice to the Manager.

8. DISCLOSURE OF ASSOCIATES

8.1 If the Body Corporate proposes to enter into a contract with a provider of goods and services and that provider is an associate of the Manager, then the Manager must disclose the relationship to the Body Corporate:

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

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

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

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

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

9. RELEASE AND INDEMNITY BY THE BODY CORPORATE

9.1 The Body Corporate:

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

10. BODY CORPORATE WARRANTY

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

11. TRANSFER OF THIS AGREEMENT

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



12. TERMINATING THIS AGREEMENT

- 12.1 Either party may terminate this Agreement in accordance with the Act and/or the Module.
- 12.2 The Manager may terminate this Agreement at any time and for any reason by giving 60 days written notice to the Body Corporate.
- 12.3 If the Body Corporate fails to pay the Manager any amount owing to it under this Agreement and the failure continues for a period of 14 days after notice of the failure is given to the Body Corporate by the Manager, then:
- (1) the Manager may terminate this Agreement by giving 30 days written notice to the Body Corporate; and
 - (2) 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.

13. BODY CORPORATE RECORDS

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

14. GOODS AND SERVICES TAX

- 14.1 For the purposes of this clause, a goods and services tax ("GST") means any tax imposed by any government or regulatory authority which is a tax on goods and services, a tax on consumption, a value-added tax or any similar impost.
- 14.2 Unless GST is expressly included, any fee or consideration expressed to be payable by the Body Corporate under any part of this Agreement does not include any GST that may be payable on the supply for which the fee or consideration is paid.
- 14.3 The Body Corporate must pay to the Manager, in addition to any fee or consideration payable for the Agreed Services, Additional Services or Disbursements, any additional amount of GST payable on the supply of those services.

- 14.4 The Body Corporate and the Manager agree to do all things, including providing tax invoices and other documentation, necessary or desirable to assist the other in claiming any input tax credit, adjustment or refund for any GST payable under this Agreement.

15. MISCELLANEOUS

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

16. PRIVACY ACT

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

© Copyright SCA (Qld) Limited
Administration Agreement Version - August 2017
Must be reproduced in its complete
and unaltered state.

THIS SECTION INTENTIONALLY BLANK



REFERENCE SCHEDULE

ITEM

A. TERM (clause 3)

3 year(s) commencing on TBC

and ending on TBC

Does the Manager hold a SCA (Qld) *Corporate Membership*? YES

Does the Manager have professional indemnity insurance? YES

Professional Indemnity Cover- \$2,000,000 any one claim or - \$6,000,000 in aggregate

B. FEES FOR AGREED SERVICES

The fee for Agreed Services shall be per annum payable in advance on the basis indicated right: Monthly

Net of GST: \$115.45 per lot
Including GST: \$127.00 per lot

C. ADDITIONAL FEES (where applicable)

Staff Rate Per Hour

Director(s)	\$..... 250.00
Consultants	\$..... 250.00
Body Corporate Managers	\$..... 160.00
Facilities Manager	\$..... 160.00
Accountant	\$..... 150.00
Administrative Staff	\$..... 90.00
Secretarial Staff	\$..... 60.00

Meetings Outside AGM

Extraordinary General Meetings	\$.. 280.00 Admin fee (plus hourly rate & PP&S)
Reconvened General Meeting	\$..... 150.00
Additional Committee Meetings	\$..... Hourly rate
Voting Outside Committee Meeting	\$..... 50.00 plus PP&S)
Liaison with Lawyers, Engineers or other Professionals	\$..... Hourly rate

Software

Stratamax License Fee	\$...20.00 per lot per annum
Management of electronic documents (uploading & maintenance) - docmax	2-20 lots: \$10. per qtr 20-40 lots: \$15. per qtr 40-100 lots: \$20. per qtr 100+ lots: \$25. per qtr

Debt Collection Service Fee

Arrears Notice	\$..... 8.00
Arrears Letter	\$..... 65.00
Arrears Letter to Legal	\$..... 85.00
Debt Recovery, Legal	\$.....Hourly rate

Storage

Archive Fee Annual Large (per box)	\$..... 50.00
Archive Fee Annual Standard (per box)	\$..... 25.00
Retrieval/delivery/collection/refile (per box)	\$..... 10.00

Tax Returns

Annual Tax Return Preparation \$..... 275.00

GST Compliance

Application of TFN/ATO	\$..... 150.00
GST Application and documentation	\$..... 150.00
BAS/Quarterly Returns (GST Registered Body Corporate) per qtr	\$..... 275.00

Management Rights Transfers

\$ 250.00 admin fee
(plus BCM hourly rate & PP&S)

Insurance

Work Cover Returns	\$..... 70.00
Insurance Claim processing, if business placed outside SCA nominated Broker	\$..... 200.00
Insurance Certificate of Currency	\$..... 25.00

Building Reports

Sinking Fund Forecast, Insurance Valuation, WPHS, Fire Report, Asbestos Report	\$.....120.00
--	---------------

Audit Fees

Audit Preparation (assistance & Copies) \$..... 8.00 per lot

Account Management

Dishonoured cheque fees & (bank charges charged to lot owner)	\$..... 25.00
Payment Authority per notice	\$..... at cost
Payment Authority (including invoices and return envelope)	\$..... at cost
Owners Levy Statement for tax purposes	\$..... 25.00
Investment Account Set Up Fee	\$.....50.00 + GST
Investment Account Maintenance Fee	\$.....50.00 + GST

Utility Billing

Bulk Electricity & other utility recoveries & Maintaining records	\$100 / 135.00 plus GST per lot p. a. for quarterly / monthly billing.
Additional Utilities: Gas, AC etc	\$15 plus GST per lot p.a. for each additional utility
Disconnection Warning Notice –posted	\$12.00
Disconnection / Reconnect for non-payment	\$200.00
Dishonored Payment Fee	\$15.00

Travel Expenses

\$..... ATO Rate

Body Corporate Set-Up Fees

Body Corporate set-up fee – new building	\$..... Hourly rate
Body Corporate Common Seal	\$.... cost + \$25.00
Assisting in preparation of CMS/By-Laws	\$ BCM hourly rate
Body Corporate finalization & handover of records	\$..... Hourly rate



Government Fees

Lodgement at Titles Office	Government charges + BCM hourly rate
Search of Body Corporate Records	Government charges + BCM hourly rate
Commissioner Orders	Government charges + BCM hourly rate
Changes to legislation and any work pertaining to same or other statutory requirements by Government and implementations of same	\$..... as per schedule
Lodgement of BCCM Forms	Government charges + Hourly rate

Facility Management

Site Inspection	\$.....160.00/hour
Assistance with the Body Corporate in organizing contracts for maintenance or major works	5% of the contract or \$150.00 whichever is greater
Contractor Compliance	2-3 lots.....\$ 22.00 4-9 lots.....\$ 88.00 10-29 lots.....\$ 110.00 30+\$ 132.00

Maintenance Coordination

Quote Request	\$.....90.00ea
Work Order	\$.....90.00ea

D. FIXED PERCENTAGE INCREASE

The fixed percentage increase is CPI or 3 percent.

E. DISBURSEMENTS

Disbursements for the **Agreed Services**: Flat Rate

Disbursements for the **Additional Services**: Cost per item

The disbursements are as follows

Flat Rate Per Lot

Fixed amount per annum:	
Net of GST:	\$32.78 per lot
Including GST:	\$36.06 per lot

Cost per Item

<u>Photocopying & Printing (per page)</u>	\$..... 0.55
---	--------------

Postage

Postage (local & international)	\$..... at cost
Labels per page	\$..... 1.00
Large Envelope (A4)	\$..... 1.00
Small Envelope	\$..... 0.50
Ballot Envelope	\$..... 2.00

Telephone Calls

Local	\$..... at cost
STD/Mobile/ISD	\$..... at cost

Facsimiles

Local incoming	\$..... 1.00
Local outgoing	\$..... 2.00
STD/ISD	\$..... at cost

<u>Emails (Outgoing/Incoming)</u>	\$..... 1.00
-----------------------------------	--------------

Storage

Electronic Archiving (CD)	\$..... 10.00
---------------------------	---------------

A4 Dividers (1-10)	\$..... 5.00
Lever Arch Files	\$..... 7.00
Multi-purpose tabs (dividers)	\$..... 2.00
Avery Tube Clip	\$..... 5.00

Others

Levy Notice (including postage/envelope)	\$..... 1.80
Cheque (including postage/envelope)	\$..... 1.80

Note: All fees and disbursements costs + GST

F. AGREED SERVICES

The agreed services are as follows:

Secretarial

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

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

Financial

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

Administrative

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



G. ADDITIONAL SERVICES

- Facility Management – as per schedule
- Debt Collection Services – as per schedule
- Fire Control & Compliance – as per schedule
- Compliance with Government Acts & Regulations – as per schedule
- Any Agreed Services required to be undertaken outside of normal business hours
- Preparation of notice of meeting, distribution of minutes and attendance at meetings in excess of those stated as an Agreed Service
- Any reasonable and lawful request by the Body Corporate which is not stated as an Agreed Service
- Prepare and distribute other levy notices (e.g. utility on-charging notices)
- Advice provided to individual lot owners
- Providing on-line access to specified body corporate records
- Providing new owners with Welcome Kit and Body Corporate Information
- Request for By-laws and body corporate records
- By-Law Contravention notices
- Variation and Transfer of Resident Manager Agreements
- Preparation of Application/Submission to Commissioner for Body Corporate
- Arranging for Lodgement of Documents with Department of Natural Resources & Mines
- Distribution of DNR Valuation notices (per lot)
- Liaison with Lawyers or other Professionals
- Office of Fair Trading Lodgement

H. DISCLOSURE OF ASSOCIATES

Providers of services that pay a commission to the Manager

I. DISCLOSURE OF COMMISSIONS

Providers of services that pay a commission to the Manager

Name of Company: CHU Underwriting Agencies Pty Ltd
Commission Details: 20% maximum

Name of Company: Body Corporate Brokers
Commission Details: 20% maximum

Name of Company: Strata Unit Underwriters Pty Ltd
Commission Details: 20% maximum

Name of Company: Jardine Lloyd Thompson
Commission Details: 10% maximum

Name of Company: Honan Insurances Group
Commission Details: 20% maximum

Name of Company: Strata Community Insurance
Commission Details: 20% maximum

J. RELEVANT MODULE

Regulatory Module is: TBC

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

1. Without in any way limiting the indemnity contained in clause 9, the Body Corporate agrees that nothing in this Agreement will render the Manager liable to the Body Corporate for the non-performance of the manager's obligations under this Agreement where such non-performance arises from the Body Corporate's failure to make the appropriate decision or have sufficient moneys to enable the Manager to carry out its obligations under this Agreement.
2. To remove any doubt, the Manager's entitlement to charge the Body Corporate for Disbursements at the cost per item rate in relation to additional services pursuant to clause 6.1 (2) shall apply to this agreement even if the disbursements for the agreed services are charged at a flat rate per lot.
3. To remove any doubt, the Manager is only required to perform the Agreed Services during normal business hours; however the manager may attend General Meeting and Committee meetings outside those hours by prior mutual agreement with the Body Corporate including agreement to pay the Manager's fee for such additional services.
4. The manager shall not charge the Body Corporate any insurance claim processing fee where the Manager has received a commission from either the Underwriter or an Insurance Broker in relation to the Body Corporate's insurances, but in any case where no such commission was received, then the fee shall be calculated in accordance with the hourly rates specified above.



THE COMMON SEAL of the Body Corporate for:

Gawthorn Terraces CTS TBC

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

1) _____
(Signature)

(Print Name)

(Designation)

(Date)

2) _____
(Signature)

(Print Name)

(Designation)

(Date)

EXECUTED by Strata Care Australia Pty Ltd

pursuant to Section 127 of the Corporations Act 2001

(Signature of Sole Director/Director)

(Print Name)

(Signature of Director/Secretary)

(Print Name)

(Date)

Must be reproduced in its complete and unaltered state.

SCHEDULE F2

Access and Maintenance Agreement

SCHEDULE G

Budget, Entitlements & Contributions



Body Corporate for "Gawthern Terraces"
38 Gawthern Drive, Pimpama QLD 4209

STAGE 1

PROPOSED ADMINISTRATIVE & SINKING FUND BUDGET FOR THE FIRST TWELVE MONTHS

20 Lots + 1 balance lot

	Amount (inc GST)	
ADMINISTRATION FUND		
Bank Charges	\$50.00	
Body Corporate Manager - Contract	\$2,540.00	Fixed at \$115.45 + GST per lot per annum
Body Corporate Manager - Non Contract	\$300.00	
Caretaker Agreement	\$18,000.00	Based on a remuneration of \$900 incl GST per lot per annum
Electricity	\$1,000.00	
Fee & Permits	\$150.00	
Fire Control	\$200.00	
Insurance - Workers Comp.	\$375.00	
Printing Postage & Stationary	\$721.20	Fixed at \$32.78 + GST per lot per annum
R & M - Building	\$300.00	
R & M - Backflow	\$150.00	
R & M - Bio basin	\$1,100.00	
R & M - Electrical	\$400.00	
R & M - Gardens & Grounds	\$1,750.00	Materials only
R & M - Pool	\$700.00	
R & M - Plumbing	\$200.00	
R & M - Recreational Area	\$700.00	includes consumables for pool bathroom
R & M - Stormwater Tanks	\$3,075.00	as per Wes email
Stratamax Licence Fee	\$440.00	
Statutory Return Fees	\$470.00	includes TFN, ABN, tax return
Water Rates	\$1,000.00	
GST on Expenses	(\$3,056.47)	
SUB-TOTAL OF ADMIN FUND (EXCLUSIVE OF GST)	\$30,564.73	
SUB-TOTAL OF ADMIN FUND (INCLUSIVE OF GST)	\$33,621.20	
Insurance - Building Replacement - \$5.2m	\$7,645.00	as per SUU quotation
TOTAL ADMINISTRATION FUND inc GST	\$41,266.20	
TOTAL SINKING FUND inc GST	\$7,000.00	as per sinking fund forecast
TOTAL inc GST	\$48,266.20	

Body Corporate for "Gawthern Terraces"

38 Gawthern Drive, Pimpama QLD 4209

Schedule of Proposed Contributions - STAGE 1

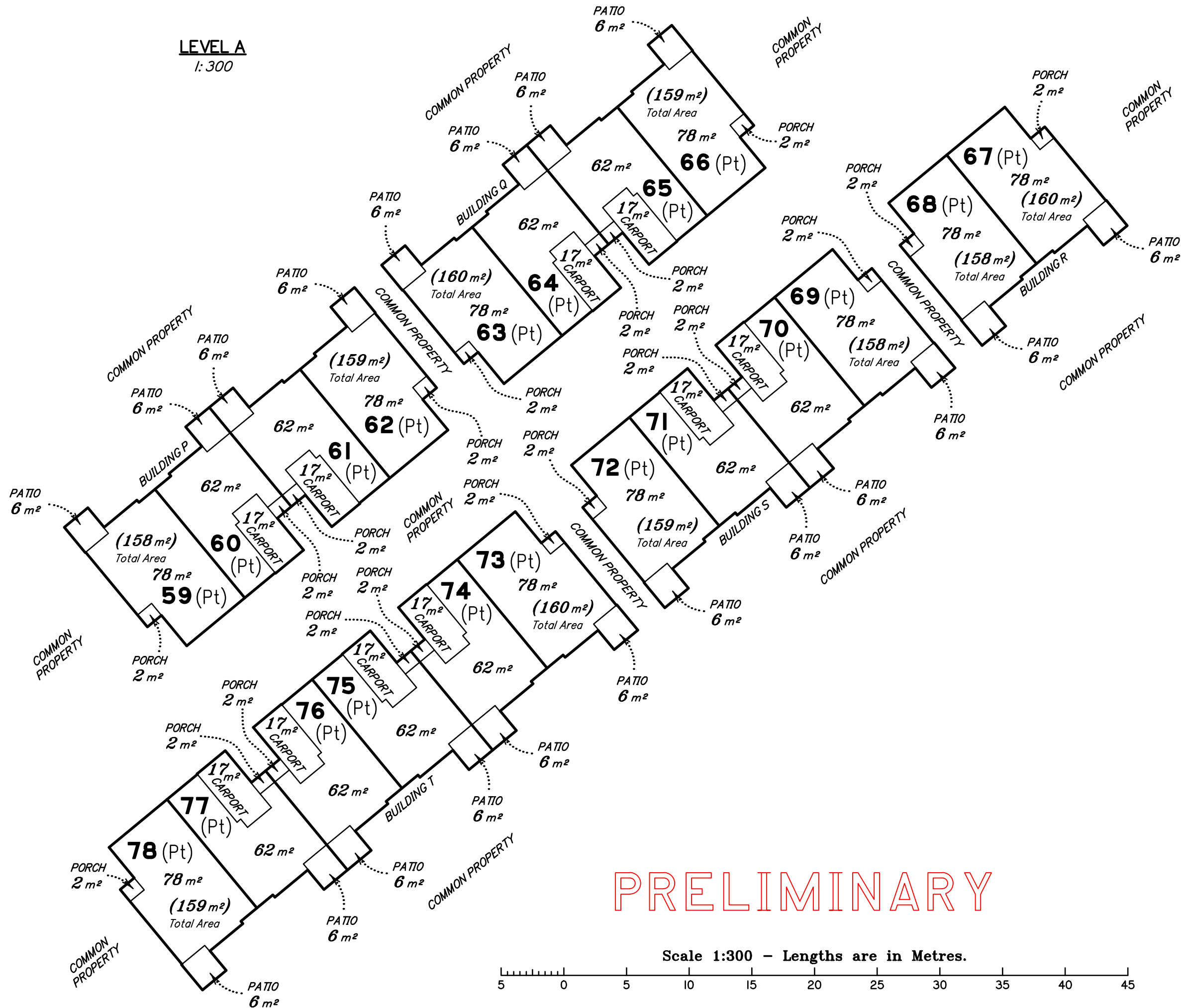
Total Number of Lots	20
Administrative fund contribution per unit of contribution lot entitlement (Annual Contribution)	\$ 10.22
Sinking fund contribution per unit of contribution lot entitlement (Annual Contribution)	\$ 2.13
Insurance contribution per unit of interest lot entitlement (Annual Contribution)	\$ 3.75

			*				*	*	***			
Lot Number	Stage	Interest Lot Entitlements	Annual Replacement Insurance Levy	Contribution Lot Entitlements	Body Corporate Management (Including PP&S)	Caretaker Agreement	Administrative Fund	Sinking Fund	Total Annual Contribution by CSLE	Total Annual Contribution by ISLE	Total Annual Contribution Incl. Insurance	Total Weekly Contribution
59	1	97	\$364.05	162	\$220.16	\$886.32	\$1,655.51	\$344.68	\$2,000.19	\$364.05	\$2,364.24	\$45.47
60	1	97	\$364.05	126	\$171.24	\$689.36	\$1,287.62	\$268.09	\$1,555.71	\$364.05	\$1,919.75	\$36.92
61	1	97	\$364.05	126	\$171.24	\$689.36	\$1,287.62	\$268.09	\$1,555.71	\$364.05	\$1,919.75	\$36.92
62	1	97	\$364.05	162	\$220.16	\$886.32	\$1,655.51	\$344.68	\$2,000.19	\$364.05	\$2,364.24	\$45.47
63	1	97	\$364.05	126	\$171.24	\$689.36	\$1,287.62	\$268.09	\$1,555.71	\$364.05	\$1,919.75	\$36.92
64	1	97	\$364.05	126	\$171.24	\$689.36	\$1,287.62	\$268.09	\$1,555.71	\$364.05	\$1,919.75	\$36.92
65	1	97	\$364.05	126	\$171.24	\$689.36	\$1,287.62	\$268.09	\$1,555.71	\$364.05	\$1,919.75	\$36.92
66	1	97	\$364.05	126	\$171.24	\$689.36	\$1,287.62	\$268.09	\$1,555.71	\$364.05	\$1,919.75	\$36.92
67	1	97	\$364.05	162	\$220.16	\$886.32	\$1,655.51	\$344.68	\$2,000.19	\$364.05	\$2,364.24	\$45.47
68	1	97	\$364.05	126	\$171.24	\$689.36	\$1,287.62	\$268.09	\$1,555.71	\$364.05	\$1,919.75	\$36.92
69	1	97	\$364.05	162	\$220.16	\$886.32	\$1,655.51	\$344.68	\$2,000.19	\$364.05	\$2,364.24	\$45.47
70	1	97	\$364.05	126	\$171.24	\$689.36	\$1,287.62	\$268.09	\$1,555.71	\$364.05	\$1,919.75	\$36.92
71	1	97	\$364.05	126	\$171.24	\$689.36	\$1,287.62	\$268.09	\$1,555.71	\$364.05	\$1,919.75	\$36.92
72	1	97	\$364.05	162	\$220.16	\$886.32	\$1,655.51	\$344.68	\$2,000.19	\$364.05	\$2,364.24	\$45.47
73	1	97	\$364.05	126	\$171.24	\$689.36	\$1,287.62	\$268.09	\$1,555.71	\$364.05	\$1,919.75	\$36.92
74	1	97	\$364.05	126	\$171.24	\$689.36	\$1,287.62	\$268.09	\$1,555.71	\$364.05	\$1,919.75	\$36.92
75	1	97	\$364.05	126	\$171.24	\$689.36	\$1,287.62	\$268.09	\$1,555.71	\$364.05	\$1,919.75	\$36.92
76	1	97	\$364.05	126	\$171.24	\$689.36	\$1,287.62	\$268.09	\$1,555.71	\$364.05	\$1,919.75	\$36.92
77	1	97	\$364.05	126	\$171.24	\$689.36	\$1,287.62	\$268.09	\$1,555.71	\$364.05	\$1,919.75	\$36.92
78	1	97	\$364.05	126	\$171.24	\$689.36	\$1,287.62	\$268.09	\$1,555.71	\$364.05	\$1,919.75	\$36.92
801	bal lot	97	\$364.05	590	\$801.83	\$3,227.96	\$6,029.33	\$1,255.32	\$7,284.65	\$364.05	\$7,648.70	\$147.09
21		2037	\$7,645.00	3290	\$4,471.20	\$18,000.00	\$33,621.20	\$7,000.00	\$40,621.20	\$7,645.00	\$48,266.20	\$928.20
MAX		97		590							\$7,648.70	\$147.09
MIN		97		126							\$1,919.75	\$36.92
MEAN		97		157							\$2,298.39	\$44.20

Please note that these figures above are inclusive of GST

SCHEDULE H

Plans

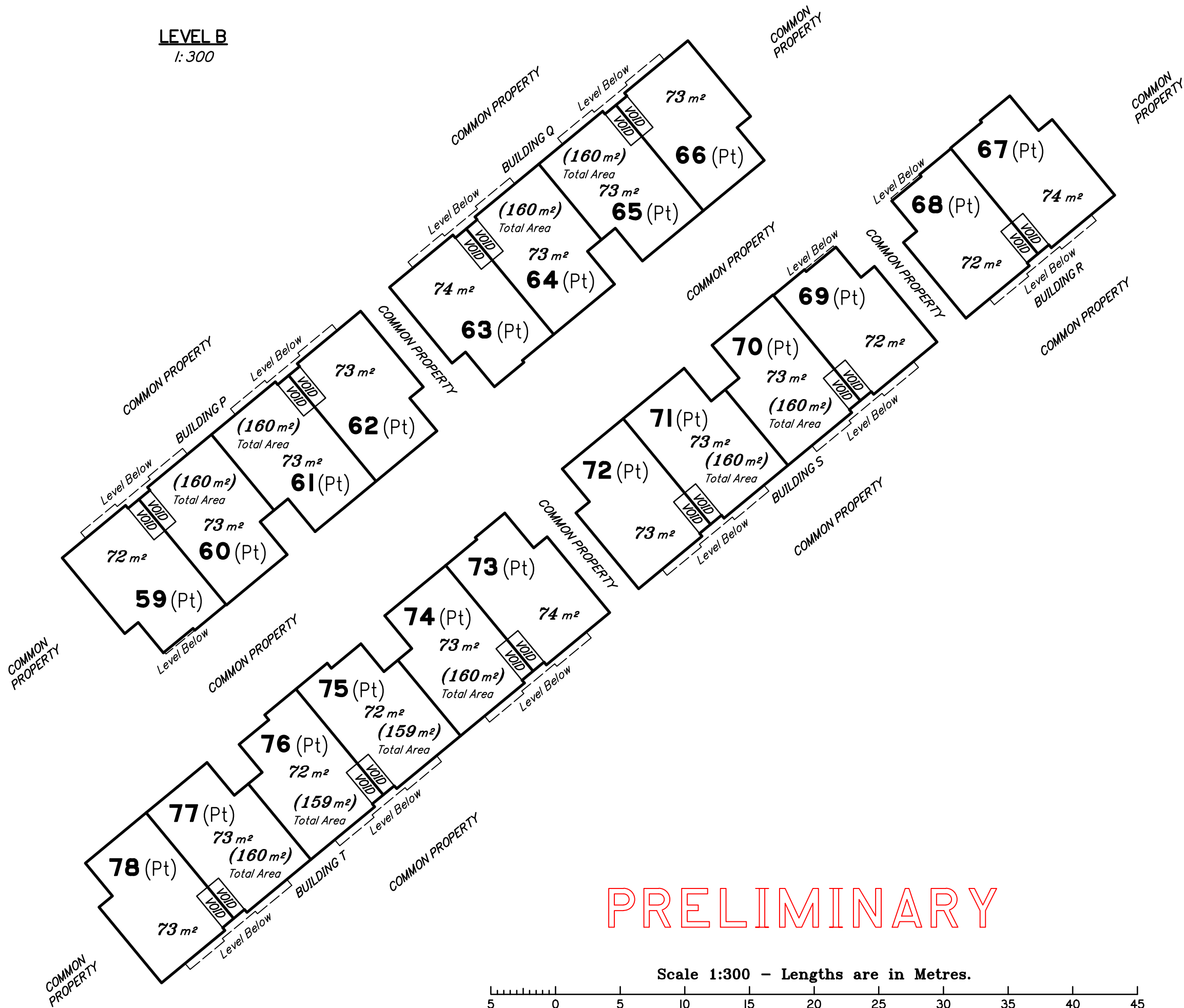


0
50 mm
100 mm
150 mm

LEVEL B
1:300



0
50 mm
100 mm
150 mm



Insert
Plan
Number
SP302931

State copyright reserved.

Section 219 Power of Attorney Statements

POWER OF ATTORNEY

1. PURSUANT TO SECTION 219 OF THE BODY CORPORATE AND COMMUNITY MANAGEMENT ACT THE SELLER STATES:

1.1 Appointment

- (a) Pursuant to the Contract of Sale, the Buyer appoints the Seller (including each director, secretary and attorney jointly and severally) as the Buyer's attorney for the purpose stated in that clause (and for no other purpose).
- (b) The power of attorney is for the following purposes:
 - (i) Attend and vote (or do either) in the Buyer's name at all or any meetings of the Body Corporate or of the Committee of the Body Corporate; or
 - (ii) Complete, sign and lodge any voting paper (or any other document including a proxy appointment form, corporate owner nominee notification form or owner's representative notification form and any notice under the Regulation Module to allow the Attorney to vote in the Buyer's name at all or any meetings of the Body Corporate or of the committee of the Body Corporate in respect of any motion or resolution for or relating to any one or more of the following:
 - (A) Consent to any new community management statement to be recorded to facilitate the development identified in the CMS, which development necessitates the lodgement of new community management statements to reflect the matters identified in the CMS or to more effectively regulate the development;
 - (B) Consent to any new community statement to record a by-law required to rectify an inaccuracy, defect, error or omission in any by-law contained in Schedule C of the CMS, or to procure the grant of exclusive use or special privilege by-laws by the Body Corporate to enable the Seller to effectively market and undertake the development;
 - (C) Consent to any new community management statement to record allocations under any exclusive use by-laws contained in Schedule C of the CMS or to record any deletion of any exclusive use by-law or any additional or replacement exclusive by-law to facilitate the identification and/or allocation of exclusive use areas in the Scheme;
 - (D) Consent to the recording of a new community management statement to include by-laws, the details of which by-laws inclusion was disclosed to the Buyer before this Contract was entered into;
 - (E) Consent to any new community management statement to record allocations under any additional or replacement exclusive use by-laws referred to above;
 - (F) Consent to any new community management statement to record a by-law required to rectify an inaccuracy, defect, error or omission in any by-law contained in Schedule C of the CMS;
 - (G) Consent to any arrangements required for maintenance by the Body Corporate;

- (H) Consent to affix the seal of the Body Corporate of the Scheme to a Form 14 General Request to record any new community management statement in the DNRM;
- (I) Approve the engagement of a person as a body corporate manager or service contractor, or authorising a person as a letting agent if details of the engagement or authorisation were disclosed to the Purchaser before this Contract was entered into;
- (J) Give an occupation authority to a service contractor or letting agent under the Regulation Module;
- (K) Approve the keeping of a pet within the development accordance with the CMS;
- (L) Approve the engagement of a person (including as a service contractor) on commercial terms that are for the benefit of the Body Corporate (as determined by the Seller);
- (M) Consent to the assignment of an agreement entered into between the Body Corporate and a service contractor with or without a transfer fee being imposed under the Regulation Module;
- (N) A proposal that there shall be no prohibition or restriction on the use of proxies by the Seller;
- (O) Authorise the owner of a Lot (including the Seller) to make an improvement under section 174 of the Regulation Module;
- (P) Authorise the owner of a Lot (including the Seller) to make an improvement under section 164 of the Regulation Module;
- (Q) To exercise, authorise, ratify or give effect to any right under this Contract;
- (R) Authorise any proposal by the Body Corporate to take action or steps permitted under sections 162, 163, 164, 167, 169 and 170 of the Regulation Module including the Body Corporate entering into and affixing its seal to an easement or license with neighbouring property owners;
- (S) The issue of a continuing contravention notice under section 182(2) of the BCCM Act or the issue of a future contravention notice under section 183(2) of the BCCM Act;
- (T) The issue of a notice under sections 203(1) or (2) of the BCCM Act;
- (U) An application to be made for an order of an adjudicator under section 238(1) of the BCCM Act;
- (V) An appeal to be lodged under sections 289(2) or 304 of the BCCM Act;
- (W) The commencement of a proceeding under section 312(1) of the BCCM Act;
- (X) The adoption of administrative and sinking fund budgets for the Body Corporate;
- (Y) Any proposal involving spending above the limit for Body Corporate Committee spending;
- (Z) Obtain authority/necessary consents from the Body Corporate to enable the Seller to fix any building defects;
- (AA) Prevent the Body Corporate from interfering with any building work the Seller need to undertake after registration of the plan to complete the development;

- (BB) To procure the Body Corporate to authorise or ratify a transfer, lease, easement (or release or variation of), licence, or other dealing involving the common property;
- (CC) The convening of a general meeting of the Body Corporate or a Body Corporate committee meeting to consider any one or more of the matters referred to above;
- (DD) Affixing the seal of the Body Corporate to any document to facilitate one or more of the matters referred to above; and
- (EE) Complete, sign and lodge any written consent pursuant to the BCCM Act or the Regulation Module as may be required to facilitate and perfect the passing of any exclusive use allocations contained in Schedule E of the CMS or any additional or replacement exclusive use by-laws for the identification and/or allocation of exclusive areas in the Scheme consequent upon the Scheme land being progressively developed, and
Appoint a representative, proxy or company nominee so that the Seller may exercise the Buyer's vote at a meeting of the Body Corporate for any of the above purposes.

1.2 Duration of power of attorney

The Power of Attorney commences upon Settlement and expires the earlier of:

- (a) where the Lot is created, 12 months from the date of Settlement or where the Lot is not created, 12 months from the establishment of the Scheme;
- (b) as provided by the BCCM Act from time to time; or
- (c) the date the Seller gives written notice to the Body Corporate of its resignation as attorney.