

STATUTORY DISCLOSURE STATEMENTS

To: Name: [insert name of buyer]

Address: [insert address of buyer]

Proposed Lot: Lot [insert lot number of proposed lot] in No 49 Community Titles Scheme, as shown on the attached plans in **attachment 4** to this statement.

FIRST STATEMENT – SECTION 213 BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997

1. The seller must settle the contract for the sale of the proposed lot on or before 30 November 2026.
2. The annual contributions which the seller reasonably expects will be payable to the body corporate of the scheme by the owner of the proposed lot for the year following the establishment of the Scheme are shown in **attachment 1** to this statement. The proposed budget for the body corporate of the scheme during the first year after its creation is contained in attachment 1 to this statement.
3. Levies for annual contributions in relation to the administrative and sinking fund budgets payable by each lot owner, as determined by the body corporate, are based on the contribution schedule lot entitlements for lots in the scheme;
4. Levies for annual contributions in relation to insurance premiums payable by each lot owner, as determined by the body corporate, are based on the interest schedule lot entitlements for lots in the scheme;
5. The contribution schedule lot entitlements and the interest schedule lot entitlements for lots in the scheme are set out in the community management statement for the scheme, a copy of which is contained in **attachment 3** to this statement.
6. The seller proposes to cause the body corporate of the scheme to enter into, immediately after establishment of the scheme, the following engagements and authorisations:
 - 6.1. Engagement of a **body corporate manager**, generally upon the terms of the Administration Agreement detailed in **attachment 2** to this statement.

The estimated cost of the engagement to the Body Corporate for the year following establishment of the scheme will be - \$3,000.00. The **proportion of the cost to be borne by the lot owner** is \$[insert] .
7. The Seller does not propose to cause the Body Corporate for the Scheme to acquire any assets after the establishment of the scheme.
8. **Attachment 3** to this statement details the Community Management Statement for the Scheme which the Seller proposes to register to establish the Scheme in which the proposed lot will be contained.
9. The Seller proposes that the standard regulation module will apply to the Scheme.
10. The Seller is not aware of any disclosures to be made in accordance with the regulation module.

STATEMENT – SECTION 219 BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997

The Seller discloses to the Buyer:

11. In entering this Contract, you are appointing the Seller (under **Clause 14**) to act as your attorney.
12. That power of attorney will:
 - 12.1. entitle the Seller to:
 - 12.1.1. vote, in person or by proxy, at all meetings of Body Corporate and its Committee; and
 - 12.1.2. complete and submit any document which relates to its doing so, including (without limitation) proxy appointments, nominations for election, voting slips and other materials,instead of you, but in your name and as your act; and
 - 12.2. expire 1 year after the community titles scheme is established or changed to include the lot you are purchasing (if it does not terminate earlier pursuant to Clause 14.3 of the Contract).
13. The Seller will, if it considers that it should, exercise your power of attorney to vote upon any motion or resolution to:
 - 13.1. adopt and register a new community management statement for the purpose of:
 - 13.1.1. changing the regulation module applicable to the Complex under the Act;
 - 13.1.2. recording allocations under the Body Corporate's exclusive use by-laws;
 - 13.1.3. adding or substituting exclusive use by-laws to permit allocation or identification of exclusive use rights or areas respectively;
 - 13.1.4. creating or disposing of any part of the common property provided it does not materially adversely affect your use and enjoyment of the common property as a whole;
 - 13.1.5. recording any new service easement affecting the common property;
 - 13.1.6. amending any by-law or adding any new by-law, provided it does not materially adversely affect your use and enjoyment of the lot or the common property;
 - 13.2. appeal, pursuant to Section 60(7) of the Act, against any local government:
 - 13.2.1. refusal; or
 - 13.2.2. failure (within the period limited in that Section),to endorse its notation upon a new community management statement adopted by the Body Corporate for a purpose detailed in paragraph 3.1;
 - 13.3. engage a service contractor or grant a letting authorisation;
 - 13.4. amend the terms of any engagement of a service contractor or letting authorisation

- 13.5. grant and lease or easement over any part of the common property provided it does not materially adversely affect your use and enjoyment of the common property as a whole;
- 13.6. enter into any deed, agreement or covenant with the Seller or another person relating to the further development of the scheme land or any land adjoining the scheme land;
- 13.7. determine Body Corporate budgets and owner contributions to the Body Corporate administration and sinking funds;
- 13.8. determine the composition of, and to elect, the Body Corporate Committee;
- 13.9. to restrict or prohibit the Seller's use of proxies;
- 13.10. issue:
 - 13.10.1. by law contravention notices, under Chapter 3, Part 5, Division 4;
 - 13.10.2. notices requiring the provision of information, under Section 203, of the Act;
- 13.11. apply for or appeal against the order of an adjudicator, under Sections 238, 289 or 304 of the Act;
- 13.12. commence a proceeding, under Section 312 of the Act;
- 13.13. authorise an owner to make improvements to common property over which the owner possesses a right of exclusive use;
- 13.14. convene a general meeting of the Body Corporate, or a meeting of its Committee, to consider any of the foregoing resolutions; and
- 13.15. affix the seal of the Body Corporate to any document or instrument pursuant to any of the foregoing resolutions.

SIGNED on the _____ day of _____ 2023 .

A person authorised in writing by the Seller.

Attachment 1 – annual contributions and body corporate budget

Total Levies Year 1 – All Budgets

TOTAL LEVIES - PER LOT: ALL BUDGETS					
Lot on Plan	Type	Interest (Insurance) Schedule Levies Including GST	Administration Fund Levies - Including GST	Sinking Fund Levies - Including GST	GRAND TOTAL YEAR 1 LEVIES PER LOT
1	Residential	\$7,247.00	\$2,003.76	\$891.00	\$10,141.76
2	Residential	\$8,986.29	\$2,064.48	\$918.00	\$11,968.77
3	Residential	\$6,377.36	\$1,922.80	\$855.00	\$9,155.16
4	Residential	\$8,116.65	\$1,963.28	\$873.00	\$10,952.93
5	Residential	\$13,044.60	\$2,509.76	\$1,116.00	\$16,670.36
6	Residential	\$10,145.90	\$2,388.32	\$1,062.00	\$13,596.22
7	Residential	\$15,073.77	\$2,894.32	\$1,287.00	\$19,255.09
8	Retail	\$5,739.63	\$1,720.40	\$765.00	\$8,225.03
9	Retail	\$4,000.35	\$1,416.80	\$630.00	\$6,047.15
10	Retail	\$3,768.45	\$1,356.08	\$603.00	\$5,727.53
Total	Mixed Use	\$82,500.00	\$20,240.00	\$9,000.00	\$111,740.00

Administration Fund Budget – Year 1

THE BODY CORPORATE FOR 49 MACROSSAN STREET - ___/___/___ To ___/___/___ (FINANCIAL YEAR)	
ADMINISTRATION FUND	BUDGET
Bank Fees	\$20.00
Cleaning Services – Common Areas	\$1,500.00
Community Power (Common Electricity)	\$3,000.00
Council - Rates & Water	\$2,600.00
Electrical & Lighting - Repairs & Maintenance	\$250.00
Fire Services	\$400.00
Garden & Grounds - Maintenance and Supplies	\$3,000.00
Gates - Repairs & Maintenance	\$300.00
Management Fee – Body Corporate (Agreed Services)	\$3,000.00
Management Fees - Body Corporate (Additional Services)	\$200.00
Pest Control	\$200.00
Pool & Water Feature – Cleaning and Maintenance	\$2,300.00
Pool & Water Feature – Repairs & Maintenance	\$200.00
Plumbing – Repairs & Maintenance	\$200.00
Repairs & Maintenance – General	\$250.00
Rubbish Removal /Waste Collection	\$-
Reports / Compliance / Fees	\$450.00
Security - CCTV and Intercom	\$200.00
Taxation – BAS / ITR	\$330.00
Total Administration Fund - Including Insurance	\$18,400.00
Add GST	\$1,840.00
TOTAL BUDGET INCLUDING INSURANCE & GST	\$20,240.00

Insurance (Interest Schedule)

THE BODY CORPORATE FOR 49 MACROSSAN STREET - ___/___/___ To ___/___/___ (FINANCIAL YEAR)	
ADMINISTRATION FUND (INSURANCE - INTEREST SCHEDULE)	BUDGET
Insurance – Building & Public Liability	\$75,000.00
Total Insurance (Interest Schedule) Budget	\$75,000.00
Add GST	\$7,500.00
TOTAL BUDGET INCLUDING GST	\$82,500.00

Sinking Fund Budget

THE BODY CORPORATE FOR 49 MACROSSAN STREET - ___/___/___ To ___/___/___ (FINANCIAL YEAR)	
SINKING FUND	BUDGET
BBQ Area – Replacements	\$100.00
Cleaning Services – Common Areas	\$800.00
Electrical & Lighting	\$400.00
Fire Services	\$400.00
Common Furniture	\$81.82
General Maintenance	\$800.00
Garden, Ground, Landscaping	\$800.00
Gates - Pedestrian & Auto	\$500.00
Gutters	\$800.00
Pool & Water Feature	\$1,000.00
Plumbing	\$1,500.00
Security	\$500.00
Trees	\$500.00
Total Sinking Fund	\$8,181.82
Add GST	\$818.18
TOTAL BUDGET INCLUDING GST	\$9,000.00

Attachment 2 – body corporate manager’s administration agreement

TCMSTRATA
Body Corporate Management (Administration) Agreement



C. DISBURSEMENTS

AGREED SERVICES

Documents via Electronic Delivery	<i>Included</i>
Telephone Calls – Local, Mobile & Other	<i>Included</i>
Facsimile	<i>Included</i>
Emails	<i>Included</i>
Cheques & Remittance Advices	<i>Included</i>
Bank Reconciliations (Administrative & Sinking)	<i>Included</i>
Payment of Invoices	<i>Included</i>
Receipting of Levy Payments	<i>Included</i>
Standard Levy Notices	<i>Included</i>
Monthly Strata Newsletter	<i>Included</i>
Online Owner Portal	<i>Included</i>

ADDITIONAL SERVICES AND EXCEPTED SERVICES

Disbursements incurred in the carriage of Additional Services and Excepted Services are based on a Cost of Production per Item, excepting as provided below:

External Mail house	At cost
Photocopy	\$0.44 per page
Envelope – Standard DL	\$0.55
Envelope – Other	\$1.21
Postage	At cost
Email per recipient	At hourly rate
Additional / Special Levy Notice	\$6.75
Reminder Notice (recovered from Lot)	\$16.22
Final Notice / Legal Notice (recovered from Lot)	\$54.10
Payment Plan Monitoring Fee (recovered from Lot)	\$16.22 per month
Work Order / Quote Request Fee	\$54.73
Electronic Storage & Technology	\$20.25 per lot per annum
BAS	\$183.07
Income Tax Return	\$332.95
Adjourned meetings with attendance	\$54.08
Offsite archiving storage	\$1.67 per box per month

D. AGREED SERVICES

The Agreed Services included in the Agreement provided by the Manager in accordance with the Fee Schedule and the Disbursements noted in Item B, are:

Secretarial

- Convene and attend 1 x Annual General Meeting (up to 2 hrs within business hours) any additional time will be charged at the applicable hourly rate;
- Distribute and call for nominations for the Committee via electronic delivery;
- Distribute and call for submission of agenda motions from owners via electronic delivery;
- Prepare Notice and Agenda of Annual General Meeting, including attachments;
- Distribute standard Notice of Annual General Meeting via electronic delivery;
- Prepare a voting register and meeting tally sheet;
- Provide advice on Annual General Meeting standard procedures;
- Prepare minutes of Annual General Meeting;
- Distribute minutes of Annual General Meeting via electronic delivery;
- Convene and attend Committee Meetings with a maximum limit of 10 hours per annum which includes all preparation, distribution of agenda and minutes via electronic delivery, time spent and travel;
- Accept notices on behalf of the Body Corporate; and
- Arrange for the appointment of a returning officer (the Returning Officer will charge a fee)

Financial

- Monthly Cash Management Reports via the Committee Portal;
- Establish, maintain and operate a bank account in the name of the Body Corporate;
- Establish, maintain and operate an administrative fund;
- Establish, maintain and operate a sinking fund;
- Prepare a statement of accounts for each financial year;
- Prepare and send quarterly financial statements to Committee Members
- Prepare a draft budget for each financial year for consideration at the Annual General Meeting;
- Calculate and issue levy notices to owners in accordance with the Annual General Meeting resolutions;
- Receipt and bank levies received by owners into the appropriate fund for Agreed services;
- Arrange for payment of schedule accounts for goods and services supplied to the Body Corporate; and
- Prepare financial records and statements as required by the Regulations for the Module.

Administrative

- Pay insurance premiums and arrange renewal quotation with TCMStrata preferred broker;
- Processing of insurance claims with TCMStrata preferred broker;
- Establish and maintain a Roll of Lots and a Schedule of Entitlements;
- Establish and maintain a Register of Body Corporate Assets;
- Establish and maintain a Register of Authorisations Affecting Common Property;
- Establish and maintain a Register of Engagements and Authorisations;
- Establish and maintain a Register of Allocations under any Exclusive Use By Law;
- Provide Information Certificates required by the Act upon payment of the statutory fee;
- Maintain and keep records pursuant to the Act; and
- Make available the records for inspection as requested.

E. ADDITIONAL SERVICES

- All documents, items and correspondence not distributed by electronic delivery will incur a cost as charged by an external mail house
- Preparation of notice of meeting, distribution of minutes and attendances on meetings in excess of Agreed Services;
- Convene and attend the Adjourned Annual General Meeting, if applicable;
- Additional Committee Meetings outside the limit of 10 hours per annum;
- Preparation and distribution of notices in respect to utility services & supply provided by the body corporate (excluding embedded electricity networks as per licence requirements);
- Liaising with contractors and suppliers (other than as incorporated within the nature of an Excepted Service);
- Establish, maintain and reconcile investment accounts;
- Processing of insurance renewals when not placed with TCMStrata preferred broker;
- Processing of insurance claims when not lodged with TCMStrata preferred broker;
- Process employee costs, such as payroll, superannuation and employee related expenses for any employee of the Body Corporate;
- Assist the Body Corporate in respect to the interpretation, application and enforcement of by-laws (other than as incorporated within the nature of an Excepted Service);
- Any matter relating to collection of debts of the Body Corporate;
- Any matter relating to the change of ownership details per statutory direction;
- Any service that is not noted as an Agreed Service under Schedule D or an Excepted Service as noted under Schedule G; however reasonably necessary in the Managers role of Body Corporate Manager; and
- Any reasonable and lawful request by the Body Corporate which is not stated as an Agreed Service and does not fall into the character of an Excepted Service.

F. FEE FOR ADDITIONAL SERVICES:

Hourly Rate* (reference to “Hourly Rate” under Item E shall refer to the following):

- Additional hourly rate \$162.24

**Disbursements and outlays incurred in association with the provision of Additional Services are charged in accordance with Item C.*

NOTE: As Additional Services are of a routine nature, liability in respect to the Manager’s fee and Disbursement or Disbursements shall arise once the Manager has performed the service or incurred the Disbursement, without the requirement for a specific ratification in advance by the Nominee.

G. EXCEPTED SERVICES

- Any services (including Agreed Services) required to be undertaken outside of Monday to Friday 8.30am – 4.30pm;
- Attendance on maintenance items and related follow ups;
- For the purpose of clarity, Excepted Services deemed as necessary by the Manager for the safe, and efficient undertaking and interest of the Body Corporate; including but not limited to:
 - Arranging the setup of new suppliers / service providers including all necessary correspondence and attendances;
 - Distribution of government and council notices (i.e. valuation / NBN notices);
 - Services arising as reasonably necessary including, but not limited to, any emergency situations (including emergency maintenance) or other unforeseeable circumstances (including but not limited to attending to potential injury to person or property of any person affected by or in connection with Body Corporate assets and/or exclusive use areas of the scheme); and
 - Services falling into a category described at Clause 6.3.

NOTE: Liability in respect to the Manager’s fees and Reimbursement of Disbursements shall arise once the Manager has performed the service or incurred the Disbursement, without requirement for a specific ratification in advance by the Manager up to the spending limit.

H. FEES FOR EXCEPTED SERVICES:

A) Hourly Rate* (Excepted Services are charged at Hourly Rate)

- Additional hourly rate \$162.24
- After hours hourly rate \$162.24 + 1.5%

**Disbursements and outlays incurred in the provision of Excepted Services are charged in accordance with Item C.*

B) Offset Fee - \$85.45 per lot per annum

I. SPENDING LIMIT: \$550.00

J. FIXED PERCENTAGE INCREASE

The fixed percentage increase is 4% (four percent) per annum or CPI whichever is greater.

K. DISCLOSURE OF COMMISSIONS

Providers that pay a commission to the Manager for providing intermediary services:

Name of Company: Direct Insurance Brokers
Commission Details: Up to 15%

Name of Company: Strata Community Insurance
Commission Details: Up to 20%

Insurance commissions allow Body Corporate Management companies to offer more competitive management fees to their clients. This broker has been chosen for their extensive experience in the area of Strata Insurance.

- L. OFFICE:** Suite 1/27 Lake Street, Cairns, Queensland 4870
7/11-13 Pearl Street, Kingscliff, New South Wales 2487

M. RELEVANT MODULE

- Standard X
- Accommodation
- Commercial
- Small Schemes

N. SPECIAL CONDITIONS (INCLUDING AMENDMENTS TO THE STANDARD CONDITIONS)

1. Subject to the Act, upon the expiry of the Term, this Engagement shall continue on a monthly basis unless the Body Corporate decides at a General Meeting not to extend the Agreement.
2. Without limiting any express or implied indemnity provided in the Agreement, the Body Corporate agrees that nothing in this Agreement renders the Manager liable to the Body Corporate for non-performance of the Manager's obligations under this Agreement where such non-performance arises from the refusal or failure of the Body Corporate to provide instructions to the Manager, the provision of incorrect or unlawful instructions to the Manager, or the provision of insufficient funds to enable the undertaking of an obligation by the Manager.
3. The Manager's right to claim entitlement to Fees and Disbursements arising in respect to Additional Services and Excepted Services is automatic, without the necessity of prior ratification of the expenditure.
4. The Body Corporate acknowledges the Manager's Office is closed for all listed Public Holidays for the Region, together with a Christmas closure of no more than 10 working days, dates for which will be notified to the client via the Owners Online Portal.
5. Item 'B' is conditional upon insurance fees payable from the placement of insurance by the Body Corporate being paid to the Manager. (Refer to Item 'H' B] – Excepted Services)

O. SET UP FEE

Chargeable at Additional Hourly Rate after first 5 hours

Executed as an Agreement.

THE COMMON SEAL of the Body Corporate for:

49 MACROSSAN STREET

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

Signature

Signature

Print Name

Print Name

Designation

Designation

Date

Date

EXECUTED by TCM AGREEMENTS PTY LTD (ACN 622244188 ABN 85622244188)

Pursuant to Section 127 of the *Corporations Act 2001*

Signature of Director

Signature of Director/Secretary

Print Name

Print Name

Date

Date

TERMS, CONDITIONS AND DEFINITIONS

1. WHAT IS THIS AGREEMENT?

- 1.1 The Body Corporate appoints the Manager as the body corporate manager for the Scheme and the Manager accepts the appointment.
- 1.2 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 to the Body Corporate.
- 1.3 This Agreement engages the Manager to perform the Agreed Services, as detailed at Item D of the Reference Schedule.
- 1.4 The Manager may perform the Additional Services and Excepted Services, as detailed at Items E and G, respectively.
- 1.5 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.
- 1.6 The Manager will, in the carriage of duties under this Agreement, comply with the Act, the Module, the code of conduct in the Act applying to body corporate managers and the Code of Ethical Conduct published by SCA (QLD).
- 1.7 The Body Corporate, in the carriage of duties under this Agreement, will use its best endeavours to ensure the committee voting members at all times are aware of their obligations under, and shall comply with, the code of conduct in the Act applying to committee voting members and that valid and proper instructions are provided by the Nominee of the Body Corporate to the Manager.
- 1.8 This Agreement is a binding legal document, and the engagement of the Manager may be terminated only in accordance with Clause 13 of this Agreement.
- 1.9 This Agreement may be for a term of up to three years (including options), as noted at Clause 2.
- 1.10 Any special conditions of the Agreement appear in Item N of the Reference Schedule.
- 1.11 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.

2. WHAT IS THE TERM OF THIS AGREEMENT?

- 2.1 A reference to an "Item" refers to the relevant "Item" as provided in the Reference Schedule.
- 2.2 The Term of this Agreement is as stated in Item A of the Reference Schedule.
- 2.3 The Manager is appointed for the Term.

3. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER?

- 3.1 The Body Corporate authorises the Manager to exercise the Authorised Powers.
- 3.2 The Manager shall only exercise the Authorised Powers to facilitate the performance of the Agreed Services, Additional Services and/or Excepted Services.
- 3.3 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, Additional Services and/or Excepted Services.
- 3.4 Without limiting clause 3.2, the Manager is specifically authorised to administer funds controlled by the Body Corporate.
- 3.5 The authorisation given by the Body Corporate to the Manager to exercise the Authorised Powers under this clause 3 does not:
 - (1) make the Manager responsible for performing the statutory functions of the Body Corporate or the Committee; or
 - (2) relieve the Body Corporate or the Committee of their statutory functions.
- 3.6 The Body Corporate specifically authorises the Manager, in respect to insurance matters, to:
 - (1) obtain quotations for insurances required to be effected by the Body Corporate under the Act or the Module;
 - (2) effect, on behalf of the Body Corporate such insurances as the Body Corporate directs the Manager to obtain;
 - (3) pay insurance premiums from the Body Corporate's funds; and

- (4) submit insurance claims to the Body Corporate's insurers which the Body Corporate acknowledges forms part of the Additional Services.
- 3.7 The Body Corporate agrees and acknowledges that the Manager, in performing the service under clause 3.6, 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.
- 3.8 The Body Corporate agrees and acknowledges the Manager is an agent of the Body Corporate, and the Body Corporate and Committee indemnify the Manager for any and all demands, claims and/or damages in respect to matters undertaken by the Manager for the Body Corporate in keeping with the instructions of the Body Corporate and/or Nominee of the Committee.

4. STANDARD OPERATING DAYS/TIMES FOR MANAGER

- 4.1 Unless agreed to in writing by the parties:
 - (1) the Manager's Standard Hours of service under this Agreement means 8:30 a.m. (QLD) to 4:30 p.m. (QLD) on Standard Days; and
 - (2) the Manager's Standard Days of service under this Agreement means Monday through Friday, excluding bank and other state and national holidays.
- 4.2 The performance of the Manager's duties is to take place at the office of the Manager noted at Item L, although the Manager may travel to accommodate the Body Corporate to undertake some or all of the activities under this Agreement (charged separately).
- 4.3 The performance of the Manager's duties outside of Standard Hours or Standard Days, shall be an Additional and/or Excepted Service.

5. HOW DOES THE BODY CORPORATE GIVE INSTRUCTIONS TO THE MANAGER?

- 5.1 The Body Corporate must nominate in writing a person who must be a committee voting member to communicate with the Manager on behalf of the Body Corporate (the Nominee). The Manager shall accept, as binding, the direction of the Nominee in respect to the carriage of duties for the Body Corporate, under this Agreement.
- 5.2 In the event that no person is nominated by the Committee, the chairperson of the Committee is taken by the Manager to be the Nominee and such alternate shall have authority to bind the Body Corporate for purposes of this Agreement.
- 5.3 If there is no person nominated as chairperson of the Committee, then the Manager shall seek the consent of any member of the Committee for a matter, and such consent shall be binding on the Body Corporate as a valid exercise of authority and direction to the Manager given either orally or in writing.
- 5.4 The Body Corporate may replace the Nominee by written notice to the Manager. If the Manager has not been advised of a change of Nominee in writing, the Manager shall be entitled to refer to the last nominated Nominee as having authority for the Body Corporate without further investigation (or such alternate as applies pursuant to Clause 5.2 or 5.3).
- 5.5 For clarity, the Manager shall be entitled to act in respect to or undertake Excepted Services without prior instructions of the Nominee, provided the Manager provides advice to the Nominee as reasonably practicable thereafter.

6. WHAT ARE THE DUTIES OF THE MANAGER UNDER THIS AGREEMENT?

6.1 AGREED SERVICES:

- (a) The Manager must supply Agreed Services stated in Item D to the Body Corporate in accordance with the terms of this Agreement.
- (b) The Manager engages in the Agreed Services on the instruction of a Nominee.
- (c) The Body Corporate must pay the Manager for the performance of the Agreed Services as provided at Item B.

6.2 ADDITIONAL SERVICES:

- (a) The Manager may supply the Additional Services as stated in Item F to the Body Corporate at the Nominee's request, as per Item 3.
- (b) The Body Corporate must pay the Manager for the performance of the Additional Services as provided at Item F.

6.3 EXCEPTED SERVICES:

- (a) The Manager may supply Excepted Services as stated in Item G to the Body Corporate, without the necessity of obtaining the Nominee's prior authority or request, in the following circumstances:
 - (i) If the Manager receives a request from an owner, interested person, affected person, supplier, contractor, government institution, accountant and/or legal advisor (to an owner, the Body Corporate and/or an interested person and/or an affected person), in respect to a request for information, a request for attendance, a request for explanation and/or a request for assistance, or any other matter deemed by the Manager to be necessary in attending to the interests of the Body Corporate;
 - (ii) If the Manager receives notice of a potential threat, liability and/or damage which may cause injury of any kind to the Body Corporate;
 - (iii) If the Manager receives notice of a potential threat, liability and/or damage to an owner, interested person, supplier, contractor, or affected person in respect to the Body Corporate (whether arising as a consequence of common property or exclusive use property);
 - (iv) If the Manager receives notice of a personal injury or property damage of any party in respect to Body Corporate property (whether common property or exclusive use property);
 - (v) If the Manager receives notice of a contravention of by-laws, the Act or relevant Module; and/or
 - (vi) If the Manager receives notice of any other matter determined, in the opinion of the Manager, to be in the nature of an urgent concern necessary to address for the benefit of the Body Corporate, its owners, interested persons and/or affected persons.
- (b) If the Manager provides Excepted Services, the Manager shall, as reasonably necessary, provide an explanation to the Nominee of the actions and undertakings of the Manager.
- (c) The Body Corporate must pay the Manager for the performance of the Excepted Services as provided at Item H.
- (d) The Manager shall be deemed authorised to engage in Excepted Services, up to the Spending Limit, provided at Item I, without seeking approval of the Nominee.
- (e) The Spending Limit applies to each Excepted Service provided by the Manager.

7. HOW IS THE MANAGER TO BE PAID?

7.1 The Body Corporate must pay the Manager:

- (1) for the performance of the Agreed Services – the fees stated in Item B;
- (2) for the performance of the Additional Services – the fees stated in Item F;
- (3) for the performance of the Excepted Services – the fees stated in Item H; and
- (4) an amount for any Disbursements associated with the provisions of the Agreed Services at Item B; and an amount for any Disbursements associated with the provider of the Additional and Excepted Services at Item C.

7.2 The Manager shall -

- (1) charge the Body Corporate for Disbursements at the rates stated in Items B and C for the Agreed Services, Additional Services and Excepted Services (which may include a margin above cost of production);
- (2) keep fees received by it for:
 - (a) information which the Manager must supply about the Body Corporate under the Act or the Module (e.g., an information certificate under section 205 of the Act);
 - (b) services supplied at the request of lot owners (e.g., information required to prepare a disclosure statement under section 206 of the Act); and

(3) retain commissions paid to it by the providers of services to the Body Corporate as disclosed in Item K.

7.3 The Body Corporate must pay fees for Agreed Services, Additional Fees, Excepted Services 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.

7.4 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, Additional Services and/or Excepted 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 J; and

(2) The amount calculated using the following formula:

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

where:

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

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

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

7.5 The Body Corporate agrees that the charges payable for Disbursements shall 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.

7.6 The increased fees for the Agreed Services, Additional Services and Excepted Services, and the increased charges for the Disbursements are payable by the Body Corporate from the dates provided in the preceding sub-clauses, notwithstanding the fees and charges may not be reviewed until after that date.

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:

(1) if the Manager is aware of the proposed contract then before the contract is entered into; or

(2) otherwise as soon as 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 K and that shall be sufficient disclosure of these relationships for the purposes of clause 8.1.

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:

(1) the details of any existing arrangement between the manager and the provider as at the commencement of this Agreement are disclosed in Item K; or

(2) 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 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.

BODY CORPORATE LEVY RECOVERY PROCESSES

- 8.5 The Body Corporate shall provide the Manager with complete historical records and financial records in respect to each and every levy recovery sought against an owner in the scheme.
- 8.6 The Nominee shall be obligated, in the instructions to the Manager, to satisfy itself that the levy recovery is premised on an accurate record of contributions levied, proper notice to owner(s), the charging of interest (including minute(s) resolving such penalties), the calculation of discounts, and the incurrence of recovery costs.
- 8.7 Where the Body Corporate seeks to recover unpaid utilities, supply of services or goods and/or a recovery of an amount not otherwise characterised as a "contribution" under the Act or relevant Module, then the Nominee shall provide the Manager with complete historical records and financial records in respect to such claim(s).
- 8.8 The Manager shall be entitled to rely on the representations of the Nominee in respect to the entitlement of recovery of contributions and/or unpaid utilities, supply of services or goods and/or recovery of an amount not otherwise characterized as a "contribution" under the Act or relevant Module.
- 8.9 The Manager shall not be obligated to conduct a search of Body Corporate records or otherwise investigate a recovery matter to establish the accuracy of the position of the Body Corporate, without a specific written direction from the Nominee to do so. Where such direction is given, the Manager shall be at liberty to take such actions the Manager deems necessary, in its exclusive discretion, to satisfy itself of the recoverable nature of the claimed amounts.

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

10. BODY CORPORATE WARRANTY

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

11. WHAT ARE THE CONDITIONS FOR TRANSFER OF THIS AGREEMENT?

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

12. WHAT ARE THE CONDITIONS FOR 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 The Manager shall, during the Term, having custody of the common seal of the Body Corporate.
- 13.2 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.
- 13.3 The Manager acknowledges that it does not have a lien over the seal and the records and other documents of the Body Corporate.
- 13.4 Without any obligation to, on the part of the Manager, the Body Corporate authorises the Manager to hold and/or return 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, Excepted 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 in accordance with the Laws of Queensland.

16. DEFINITION AND SPECIAL TERMS

- 16.1 All words having a defined meaning in the Act have the same meaning in this Agreement (unless the context otherwise requires).
- 16.2 In this Agreement, terms in bold in the Reference Schedule have the meanings shown opposite them.
- 16.3 Unless the context otherwise permits -
 - (1) "Act" means the *Body Corporate and Community Management Act (Qld) 1997*;
 - (2) "Additional Services" means those services stated in Item E of the Reference Schedule;
 - (3) "Affected Person" means a person who is threatened, impacted, influenced, compromised or otherwise subject to a decision, matter, consequence or thing associated with the Body Corporate or a lot in the Scheme;
 - (4) "Agreed Services" means those services stated in Item D of the Reference Schedule;
 - (5) "At Cost" means the expenditure directly incurred by the Manager (including third party charges) in the provision of a service, supply of goods and / or any associated disbursement, which is to be on-charged to the Body Corporate;
 - (6) "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, including but not limited to the Agreed, Additional and Excepted Services, unless otherwise amended or excluded under the Special Conditions to this Agreement;
 - (7) "Committee" means the committee chosen by the Body Corporate at each annual general meeting;
 - (8) "CPI" means the Consumer Price Index (All Groups) for Brisbane as published by the Australian Bureau of Statistics;
 - (9) "Disbursements" means the disbursements listed in Items B and C of the Reference Schedule;
 - (10) "Excepted Services" means those serviced stated in Item G of the Reference Schedule;

- (11) "Hourly Rate" means the price charged per 60 (sixty) minutes or part thereof, based on 10 units to an hour, as stated per "Hourly Rate" in Items F and H;
- (12) "Interested Person" means an owner, mortgagee of a lot included in the scheme, the buyer of a lot included in the scheme, any other person who satisfies the Body Corporate of a proper interest in the information sought, or an agent of such person(s);
- (13) "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 M of the Reference Schedule;
- (14) "Reference Schedule" means the reference schedule annexed to this Agreement;
- (15) "Review Date" means each anniversary of the commencement date of this Agreement;
- (16) "SCA (Qld)" means Strata Community Australia (Qld) Limited ACN 010 517 923;
- (17) "Scheme" means the community title scheme for which the Body Corporate is the body corporate;
- (18) "Special Conditions" means the special conditions noted in Item N of the Reference Schedule;
- (19) "Standard Conditions" means the standard conditions applying to this Agreement, being Clauses 1 through 18 of this Agreement; and
- (20) "Term" means the term set out in Item A of the Reference Schedule.

16.4 A reference to an Item is a reference to the applicable Item in the Reference Schedule.

16.5 This Agreement comprises the -

- (1) Agreement;
- (2) Reference Schedule; and
- (3) Special Conditions (if any).

16.6 Where there is any inconsistency between any Special Condition to this Agreement and the Agreement, the Special Condition prevails.

17. JURISDICTION

Each of the parties to this Agreement agree to be bound to the exclusive jurisdiction and authority of the Commissioner for Body Corporate and Community Management (Commissioner) in respect to any dispute under this Agreement, pursuant to Chapter 6 of the Body Corporate and Community Management Act 1997 (as amended from time to time). To the extent jurisdiction vests in QCAT, as a consequence of the Act, the parties agree to be bound to the jurisdiction of QCAT on the matter. To the extent a dispute does not fall within the jurisdiction of the Commissioner, or otherwise vests with QCAT as a consequence of the Act, the parties agree to be bound to the exclusive jurisdiction of an Arbitral Tribunal, in accordance with the Commercial Arbitration Act 2013 (Qld).

Attachment 3 – community management statement

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

This statement incorporates and must include the following:

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

Office use only
CMS LABEL NUMBER

1. Name of community titles scheme

No.49 Community Titles Scheme

2. Regulation module

Standard

3. Name of body corporate

Body Corporate for No.49 Community Titles Scheme

4. Scheme land

Lot on Plan Description
Common Property of No 49 Community Titles Scheme
Lots 1-10 on SP340681

Title Reference

[insert]

5. #Name and address of original owner

Jasbe Port Douglas Pty Ltd ACN 657 741 243
1400 Dandenong Road
Oakleigh Vic 3166

6. Reference to plan lodged with this statement

SP340681

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**

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

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS		
Lot on Plan	Contribution	Interest
Lot 1 on SP 340681	99	125
Lot 2 on SP 340681	102	155
Lot 3 on SP 340681	95	110
Lot 4 on SP 340681	97	140
Lot 5 on SP 340681	124	225
Lot 6 on SP 340681	118	175
Lot 7 on SP 340681	143	260
Lot 8 on SP 340681	85	99
Lot 9 on SP 340681	70	69
Lot 10 on SP 340681	67	65
TOTALS	1000	1423

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

The scheme is a basic scheme. It is not intended to further develop the scheme land.

The contribution lot entitlements have been calculated using the relativity principle described in section 46A(2) of the *Body Corporate and Community Management Act 1997*, and having regard to the following relevant factors:

1. the nature, features and characteristics of the lots;
2. the purposes for which the lots are used; and
3. the impact the lots may have on the costs of maintaining the common property.

In particular, in applying the relativity principle, consideration was given to the following:

- some of the lots will be residential use, while others will be commercial. This has an impact in terms of occupancy, value and use of common areas and facilities. As the commercial lots will not have any allocated carparks, nor access to the main swimming pool, common gardens, pond, nor will they be required to access the bridge or elevator to access any residential units, or common areas, a reduction was applied to their entitlement on this basis.
- the lots are of different sizes, which impacts on the extent to which they require, or obtain value from, building maintenance;
- the number of bedrooms in the residential lots, which influences occupancy, and demand for common facilities;
- the estimated proportionate use of common property and infrastructure. It was assumed that lots with private pools would be using their own pool (which they are responsible for maintaining) as opposed to the common pool. Therefore, a reduction in their entitlement was applied on this basis;
- the location and proposed use of facilities such as the elevator, swimming pool, car park etc. It was assumed that lots on higher floors/top floor will be using the elevator more frequently than the lots situated on the ground floor. Therefore, they have been allocated a slightly higher entitlement to contribute more towards the elevator maintenance contract and repairs, which are costly.

The interest schedule lot entitlements have been calculated having regard to the market value principle described in section 46A(2) of the *Body Corporate and Community Management Act 1997*, and reflect the respective market values of the lots.

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.

2. Vehicles

2.1. The occupier of a lot must not, without the body corporate's written approval:

2.1.1. park a vehicle, or allow a vehicle to stand, on the common property other than in a designated car parking bay which is not a designated visitor parking bay; or

2.1.2. permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property other than in a designated parking bay.

2.2. An approval under clause 2.1 must state the period for which it is given.

2.3. However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

3. Obstruction

3.1. The occupier of a lot must not obstruct the lawful use of the common property by someone else.

4. Damage to lawns etc.

4.1. The occupier of a lot must not, without the body corporate's written approval:

4.1.1. damage a lawn, garden, tree, shrub, plant or flower on the common property; or

4.1.2. use a part of the common property as a garden.

4.2. An approval under clause 4.1 must state the period for which it is given.

4.3. However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

5. Damage to common property

5.1. 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.

5.2. 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.

5.3. The owner of a lot must keep a device installed under clause 5.2 in good order and repair.

6. Behaviour of invitees

6.1. 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.

7. Leaving of rubbish etc. on the common property

7.1. The occupier of a lot must not leave rubbish or other material on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

8. Appearance of lot

8.1. 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.

- 8.2. The occupier of a lot must not, without the body corporate's written approval:
- 8.2.1. hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
 - 8.2.2. 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. This by-law does not apply to lots used for a commercial use.

9. Use of lots

- 9.1. The owner or occupier of a lot must not use the lot for any purpose which is unlawful.

10. Commercial lots

- 10.1. This by-law 10 applies to lots which are used as shops, restaurants or other for commercial uses ("a commercial lot").
- 10.2. The owner or occupier of a commercial lot must obtain the written consent of the body corporate before doing any of the following:
- 10.2.1. using any part of the common property for the display of goods, signage, seating or any other business purpose;
 - 10.2.2. playing music (whether recorded or live) or other audio visual products which are audible outside of the lot;
 - 10.2.3. conducting any auction on the lot or common property.
- 10.3. The owner or occupier of a commercial lot must not display any signage which is visible from outside the lot which:
- 10.3.1. does not relate to the business being conducted on the lot;
 - 10.3.2. is offensive, or is likely to detract from the appearance of the scheme land.
- 10.4. The owner or occupier of a commercial lot must not allow its staff or guests to use the swimming pools on the scheme land, unless they are also occupiers of one of the residential lots in the scheme.
- 10.5. The owner or occupier of a commercial lot must ensure that all rubbish and waste generated by the business conducted on the lot (and by its clientele) is disposed of in an appropriate manner in receptacles designed for the purpose. Food and other putrescible waste must not be disposed of in a manner which is likely to cause an offensive odour, attract insects or vermin, or otherwise adversely affect the amenity of the scheme land.

11. Storage of flammable materials

- 11.1. The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.
- 11.2. The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- 11.3. However, this section does not apply to the storage of fuel in:
- 11.3.1. the fuel tank of a vehicle, boat, or internal combustion engine; or
 - 11.3.2. 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

- 12.1. Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.

12.2. The occupier of a lot must:

12.2.1. comply with all local government local laws about disposal of garbage; and

12.2.2. ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

13. Keeping of animals

13.1. The occupier of a lot must not, without first obtaining the body corporate's written approval:

13.1.1. bring or keep an animal on the lot or the common property; or

13.1.2. permit an invitee to bring or keep an animal on the lot or the common property.

14. Swimming pools

14.1. Swimming pools must not be used outside of the hours of 7.00am to 9.00pm.

14.2. A child under the age of 14 years must not be within a swimming pool enclosure unless accompanied by a supervising adult.

14.3. The following are prohibited within the pool enclosure:

14.3.1. running;

14.3.2. diving;

14.3.3. possession of glass bottles, glasses or other glass containers;

14.4. A child under the age of two years must not enter a pool unless he or she is wearing a nappy (diaper) designed for swimming;

14.5. No animals are to be allowed in a pool.

15. Exclusive use areas

15.1. In this by-law:

15.1.1. "exclusive use area" means an area identified as an exclusive use area in schedule E;

15.1.2. "original owner" and has the meaning in section 13 of the *Body Corporate and Community Management Act 1997*;

15.2. During the period of 1 year after the recording of this community management statement, the original owner may allocate one or more exclusive use areas to be attached to one or more lots in the scheme. The allocation must be made in writing, and given to the body corporate.

15.3. An exclusive use area must only be used for the purpose described in schedule E.

15.4. The owner or occupier of a lot to which an exclusive use area is allocated must ensure that the exclusive use area is kept clean and tidy, and free of the accumulation of rubbish or other items not necessarily associated with the purpose for which the exclusive use area may be used.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

[insert content here] – services location diagrams.

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

Area identifier	Purpose	Lot to which allocated
D1 on plan 34686/ 004A	Outside dining or display of goods for sale	Not yet allocated.

D2 on plan 34686/ 004A	Outside dining or display of goods for sale	Lot 9 on SP340681
D3 on plan 34686/ 004A	Outside dining or display of goods for sale	Lot 10 on SP340681
E1 on plan 34686/ 004A	Car park	Not yet allocated.
E2 on plan 34686/ 004A	Car park	Not yet allocated.
E3 on plan 34686/ 004A	Car park	Not yet allocated.
E4 on plan 34686/ 004A	Car park	Not yet allocated.
E5 on plan 34686/ 004A	Car park	Not yet allocated.
E6 on plan 34686/ 004A	Car park	Not yet allocated.
E7 on plan 34686/ 004A	Car park	Not yet allocated.
E8 on plan 34686/ 004A	Car park	Not yet allocated.
E9 on plan 34686/ 004A	Car park	Not yet allocated.
E10 on plan 34686/ 004A	Car park	Not yet allocated.
E11 on plan 34686/ 004A	Car park	Not yet allocated.
E12 on plan 34686/ 004A	Car park	Not yet allocated.
E13 on plan 34686/ 004A	Car park	Not yet allocated.

NOTES:

Exclusive Use Areas E1-E13 are for Car parking purposes and areas are bound by features and dimensions as shown.



PRELIMINARY

LEVEL A

We, BRAZIER MOTTI PTY LTD, ACN 066 411 041, Cadastral Surveyors, certify that the details shown on this sketch plan are correct.

0m 10m 20m 30m
0 50mm 100mm 150mm Scale: 1:200 @A3

Project
**PLAN SHOWING EXCLUSIVE USE AREAS E1-E13 & D1-D3
 WITHIN COMMON PROPERTY OF
 SP340681
 COMMUNITY TITLES SCHEME No.
 " 49 Macrossan Street "**

Client: JASBE PORT DOUGLAS PTY LTD
 Local Authority: DOUGLAS SHIRE COUNCIL
 Map Reference: 7965-22231
 Title Reference:

Locality: PROT DOUGLAS
 Orig: ALLOT 10 SEC 4



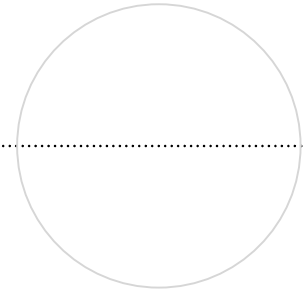
brazier motti

P 1300 267 878
W www.braziermotti.com.au

TOWNSVILLE | AYR
CAIRNS | MACKAY

Job No: 34686/002-01
File No: 34686_004A.dwg
Date: 15/05/2023
Drawn: WCHO Endorsed: SLP
Sheet 1 of 2 Sheets
Plan No: 34686/004 B

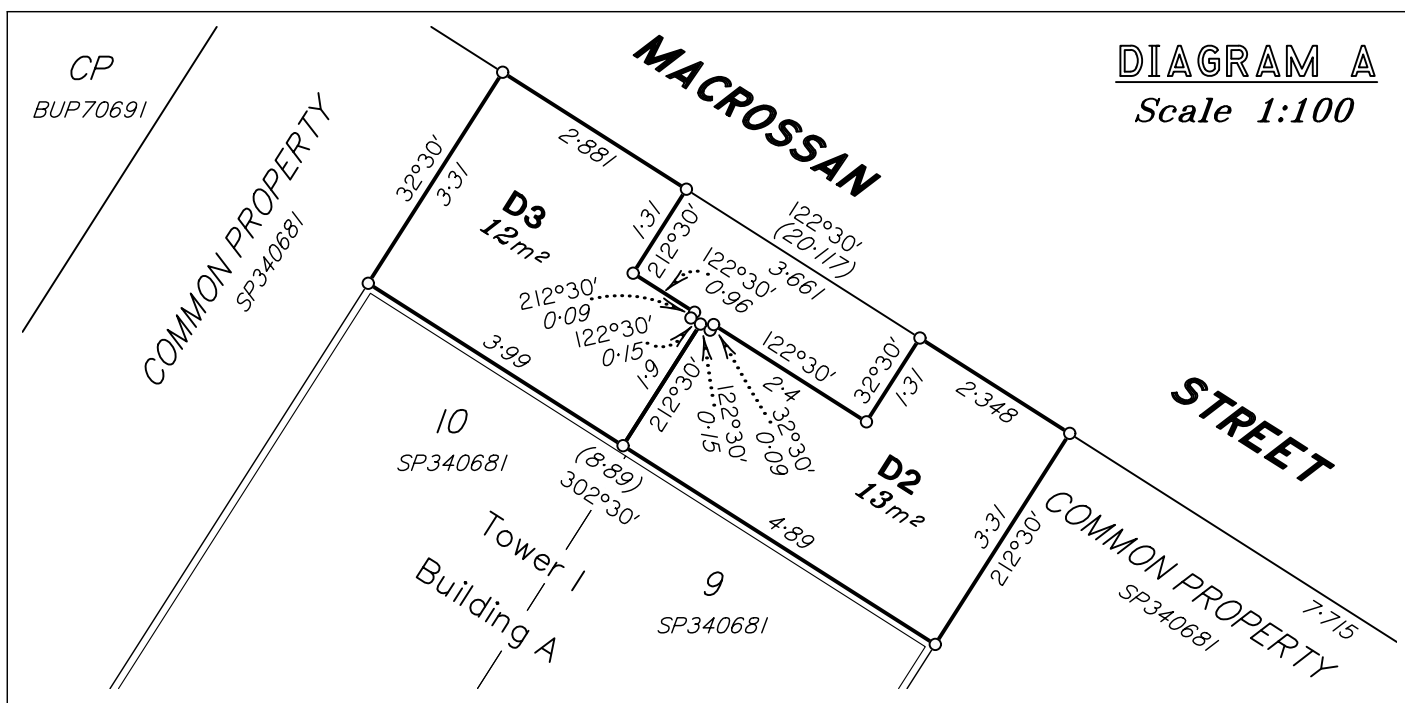
surveying | town planning | project management | mapping and GIS



Director
Date 16th Oct 2023

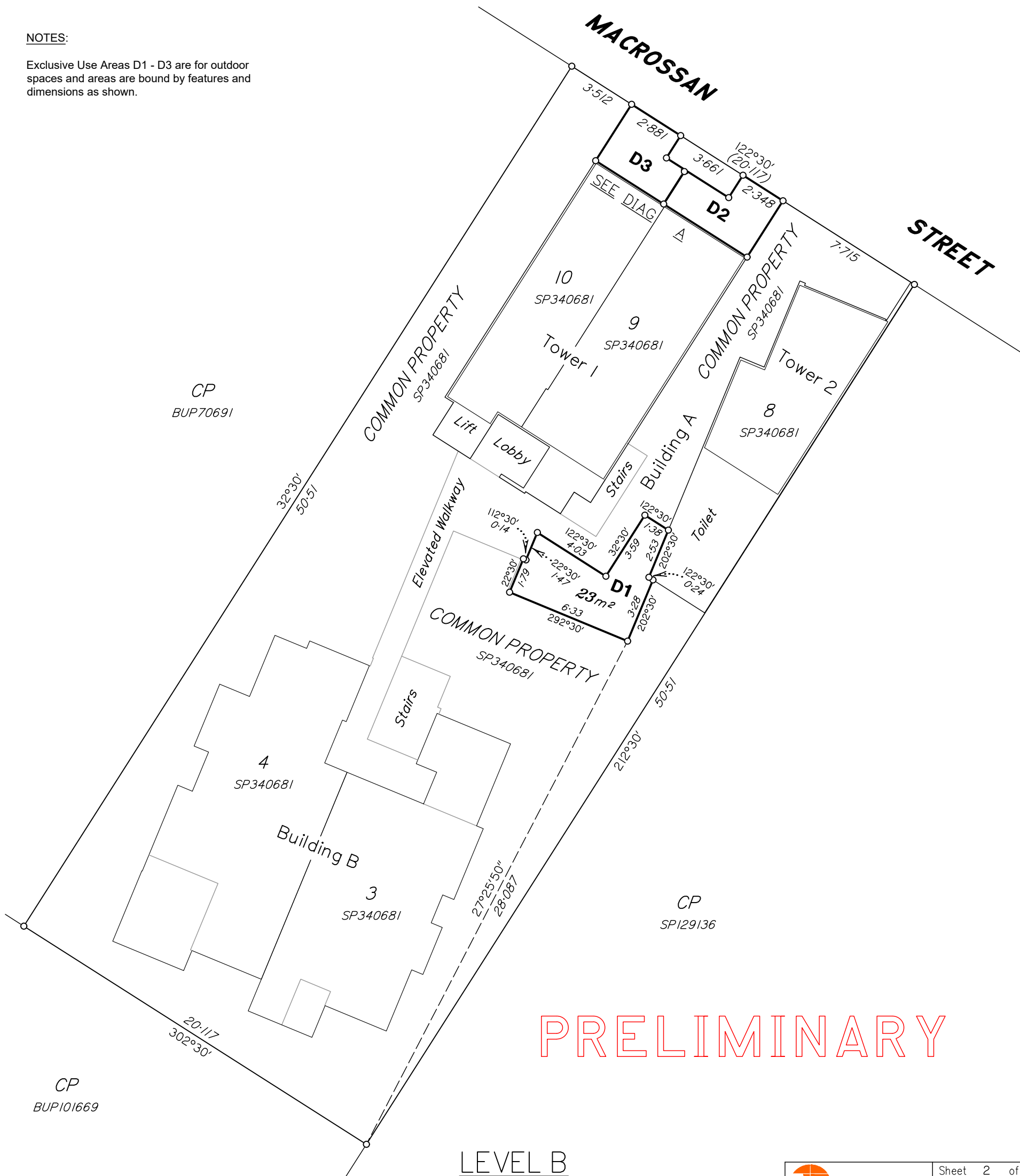
DIAGRAM A

Scale 1:100



NOTES:

Exclusive Use Areas D1 - D3 are for outdoor spaces and areas are bound by features and dimensions as shown.



PRELIMINARY

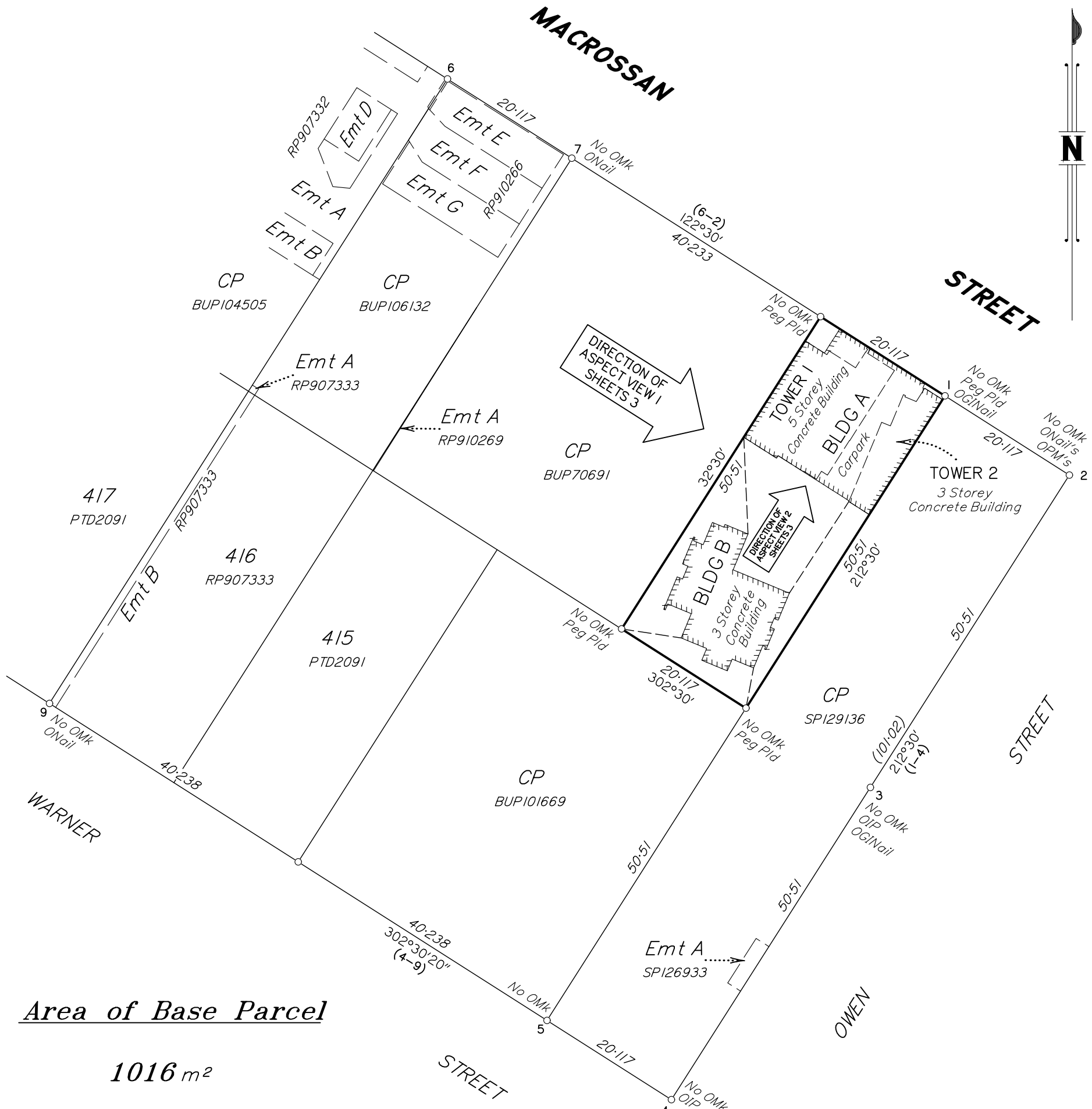
LEVEL B



	Sheet 2 of 2 Sheets
	Plan No: 34686/004 B

surveying | town planning | project management | mapping and GIS

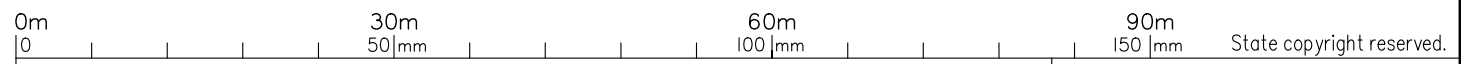
Attachment 4 – plans and specifications



Area of Base Parcel

1016 m²

PRELIMINARY



State copyright reserved.

**Plan of Lots 1-10 and
Common Property**

Scale: **1:600**

Format: **BUILDING**

Cancelling Lot 410 on PTD2091

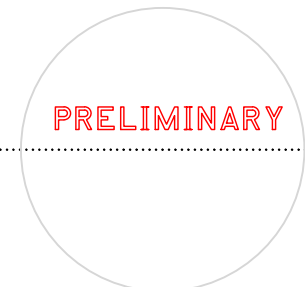
SP340681
SP340681

LOCAL GOVERNMENT: **DOUGLAS SHIRE COUNCIL**

LOCALITY: **PORT DOUGLAS**

Meridian: **SPI29136**

Survey Records: **No**



PRELIMINARY

Director

Date: 16th June 2023

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

(Dealing No.)

4. Lodged by

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

I. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
20342154	Lot 410 on PTD2091	I-10 & Common Property	_____	_____

PRELIMINARY

Date of Development Approval: 27/09/2022

6. Building Format Plans only.

I certify that :
 * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;
~~* Part of the building shown on this plan encroaches onto adjoining * lots and road~~

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

7. Lodgement Fees :

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

I-10 & CP	ALLOT 10 SEC 4
Lots	Orig

2. Orig Grant Allocation :

3. References :
 Dept File :
 Local Govt :
 Surveyor : 34686/002-01 - 34686_003A.dwg - WCHO - 05/2023 - V0

5. Passed & Endorsed :

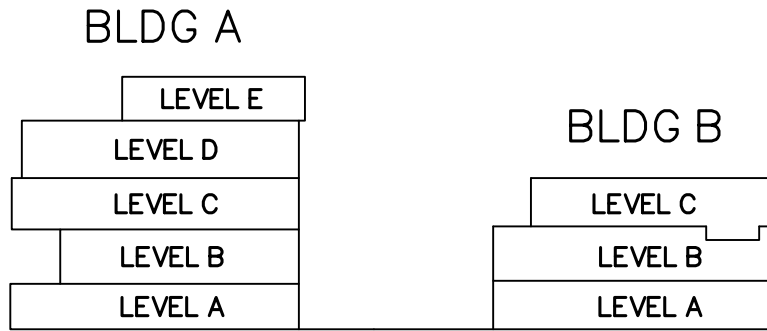
By: BRAZIER MOTTI PTY LTD
 Date :
 Signed :
 Designation : Cadastral Surveyor

8. Insert Plan Number **SP340681**

BUILDINGS A&B

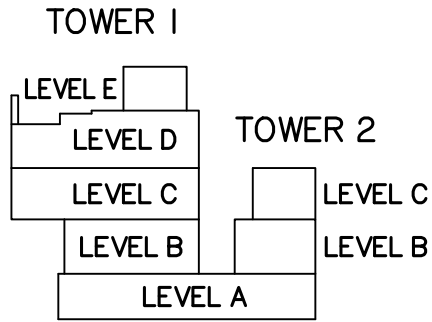
LEVEL A

Scale 1:200



LATERAL ASPECT VIEW 1

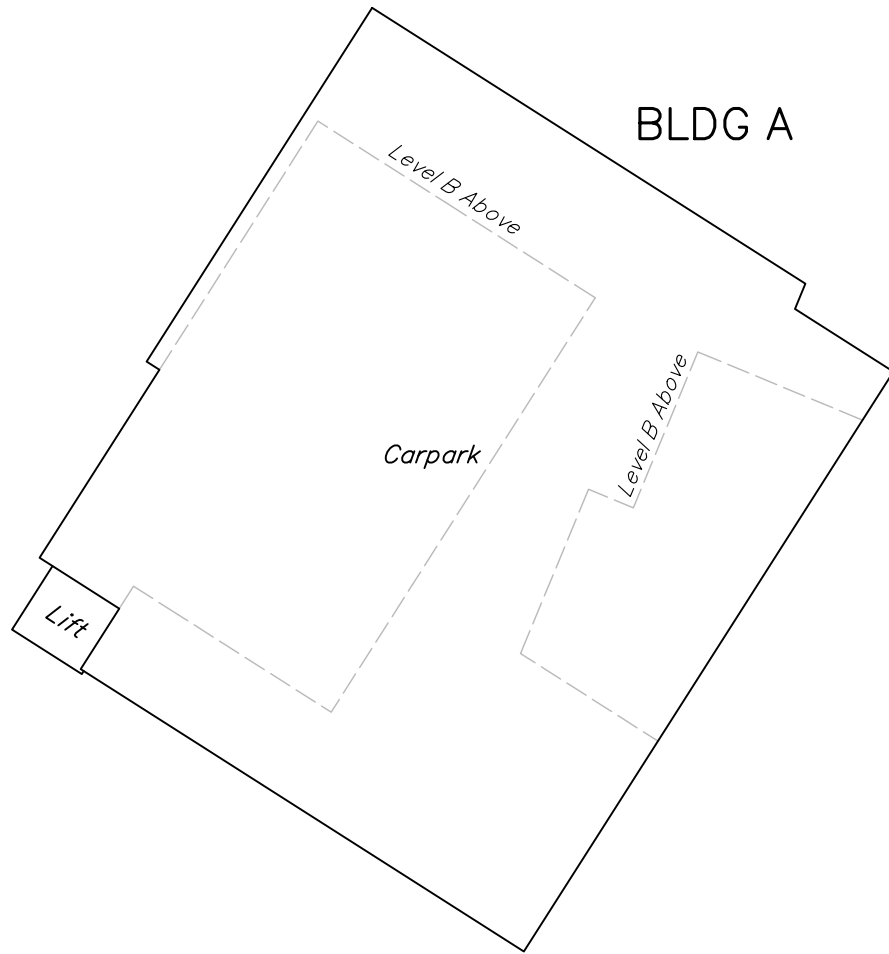
Scale 1:500



BLDG A

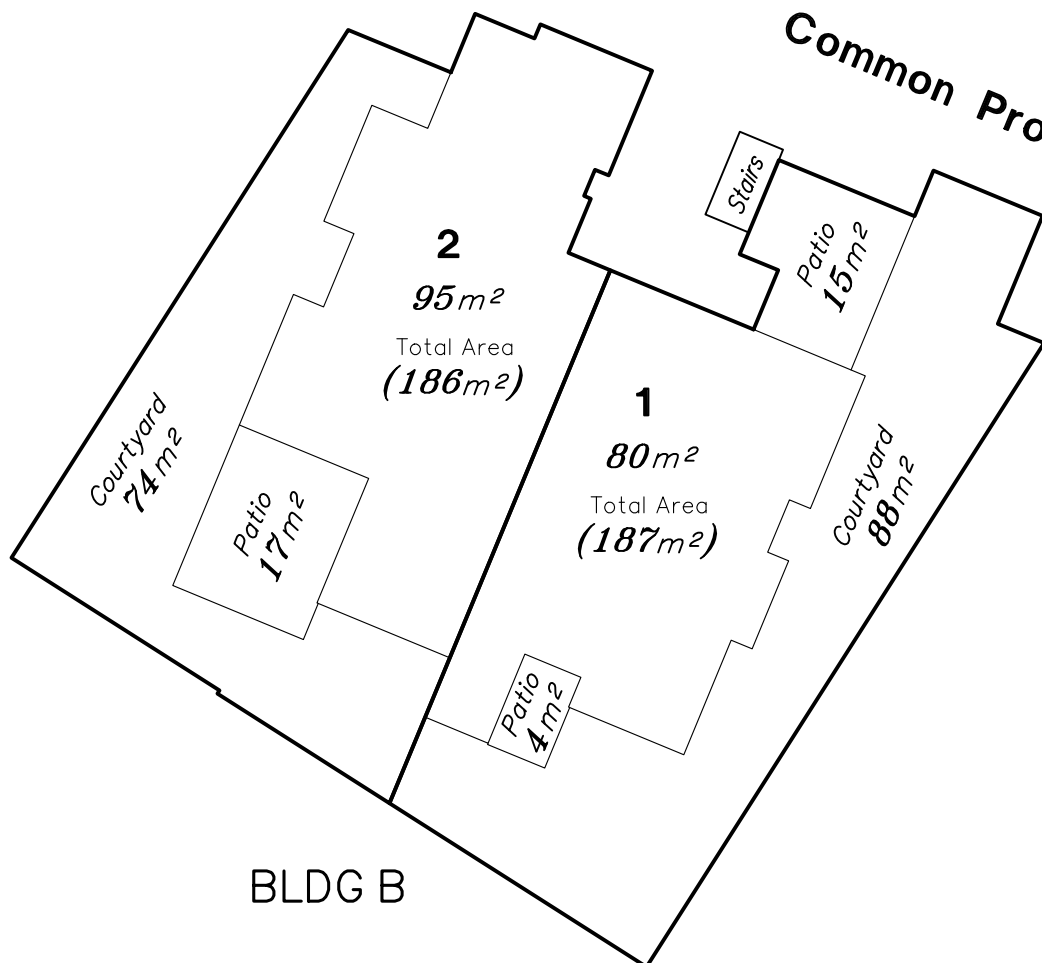
LATERAL ASPECT VIEW 2

Scale 1:500



Common Property

Common Property



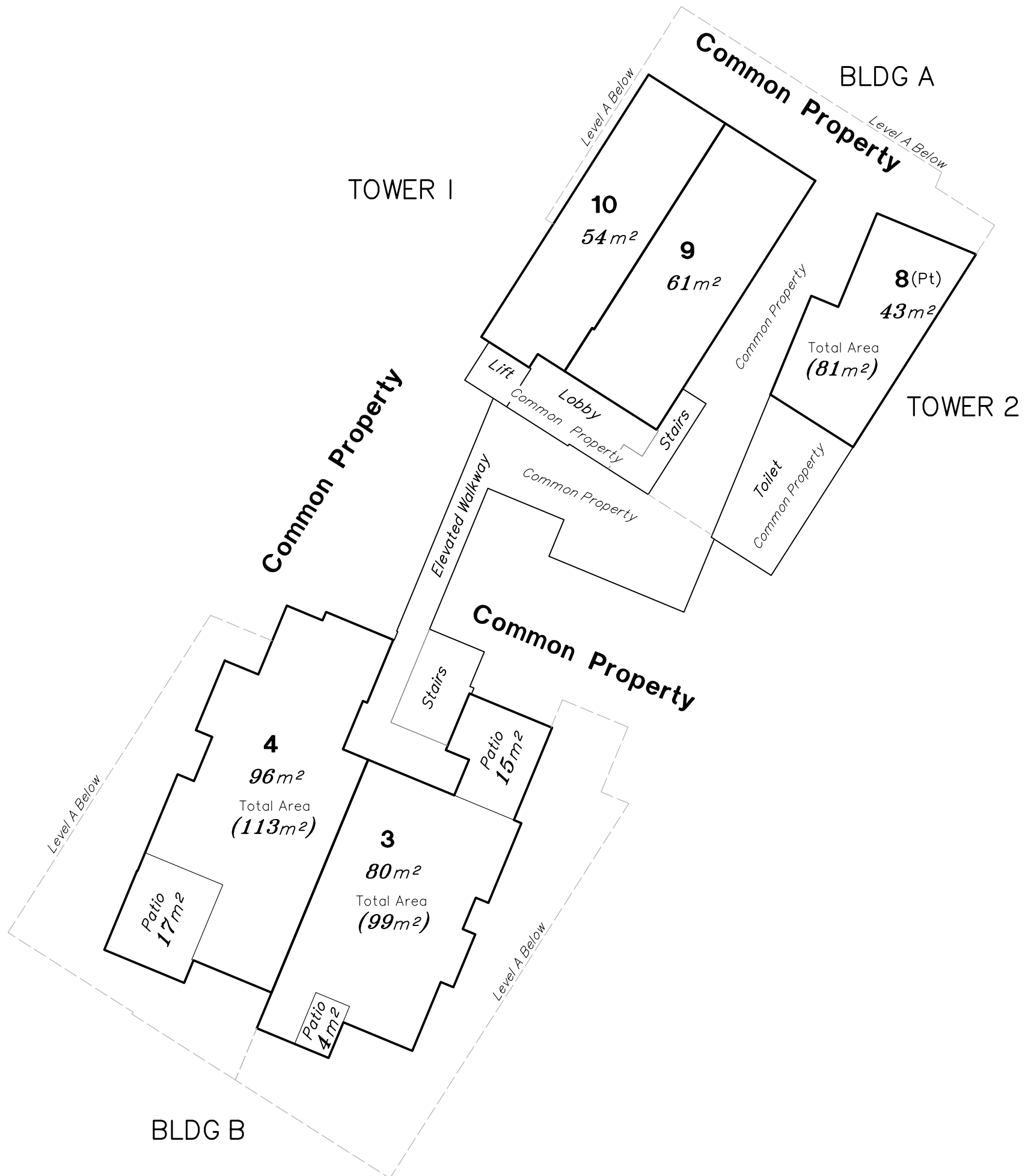
BLDG B

PRELIMINARY

BUILDINGS A&B

LEVEL B

Scale 1:200

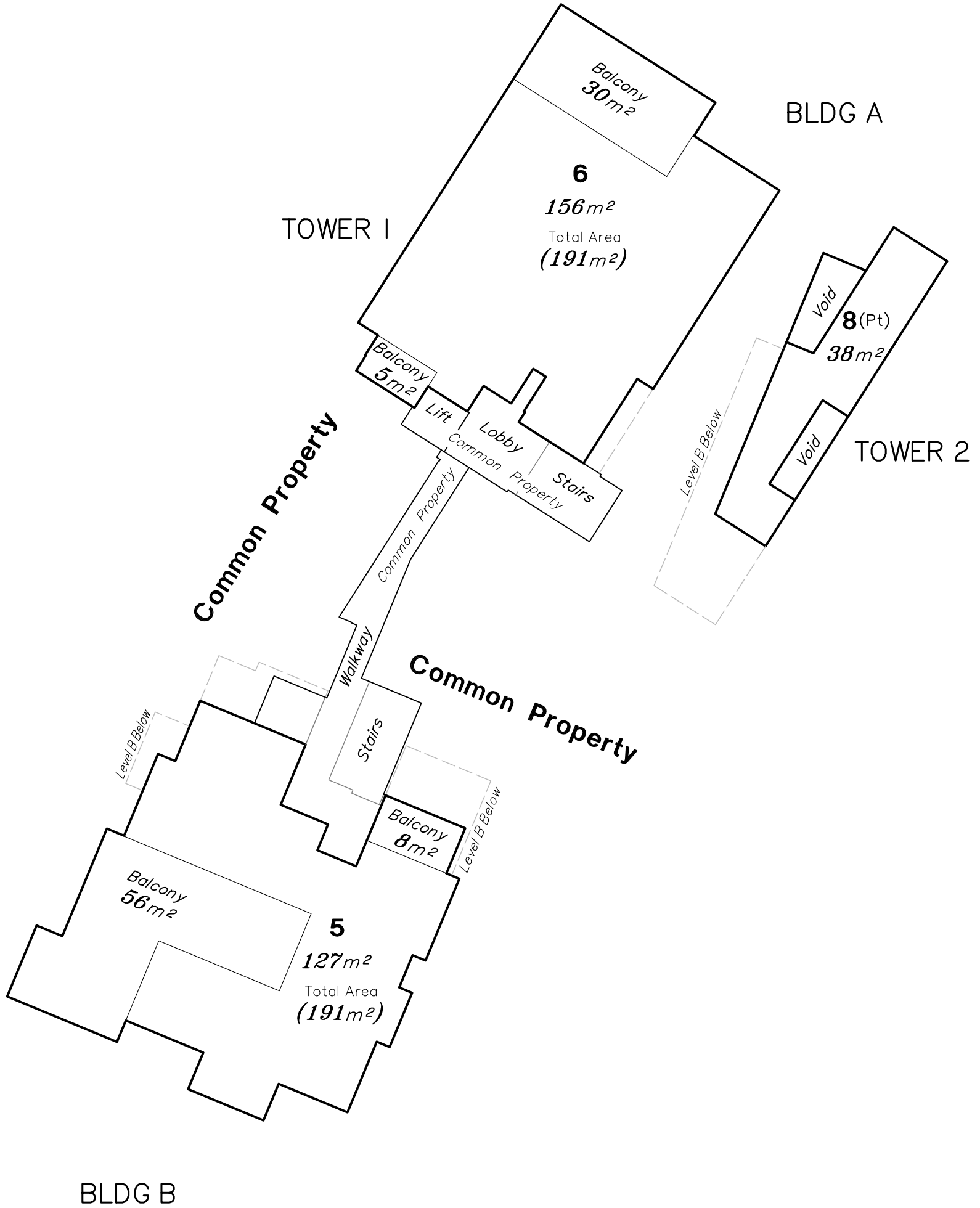


PRELIMINARY

BUILDINGS A&B

LEVEL C

Scale 1:200

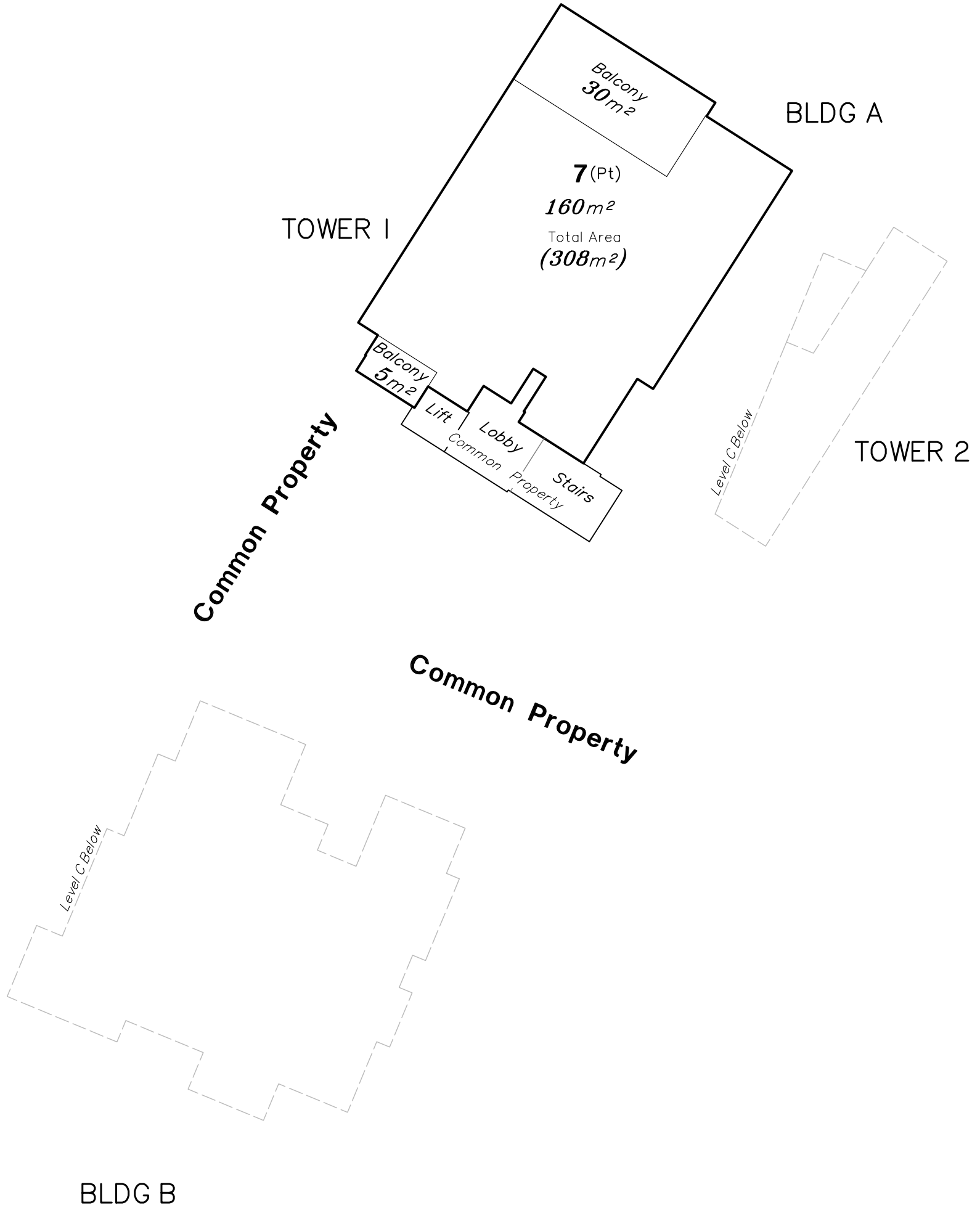


PRELIMINARY

BUILDING A

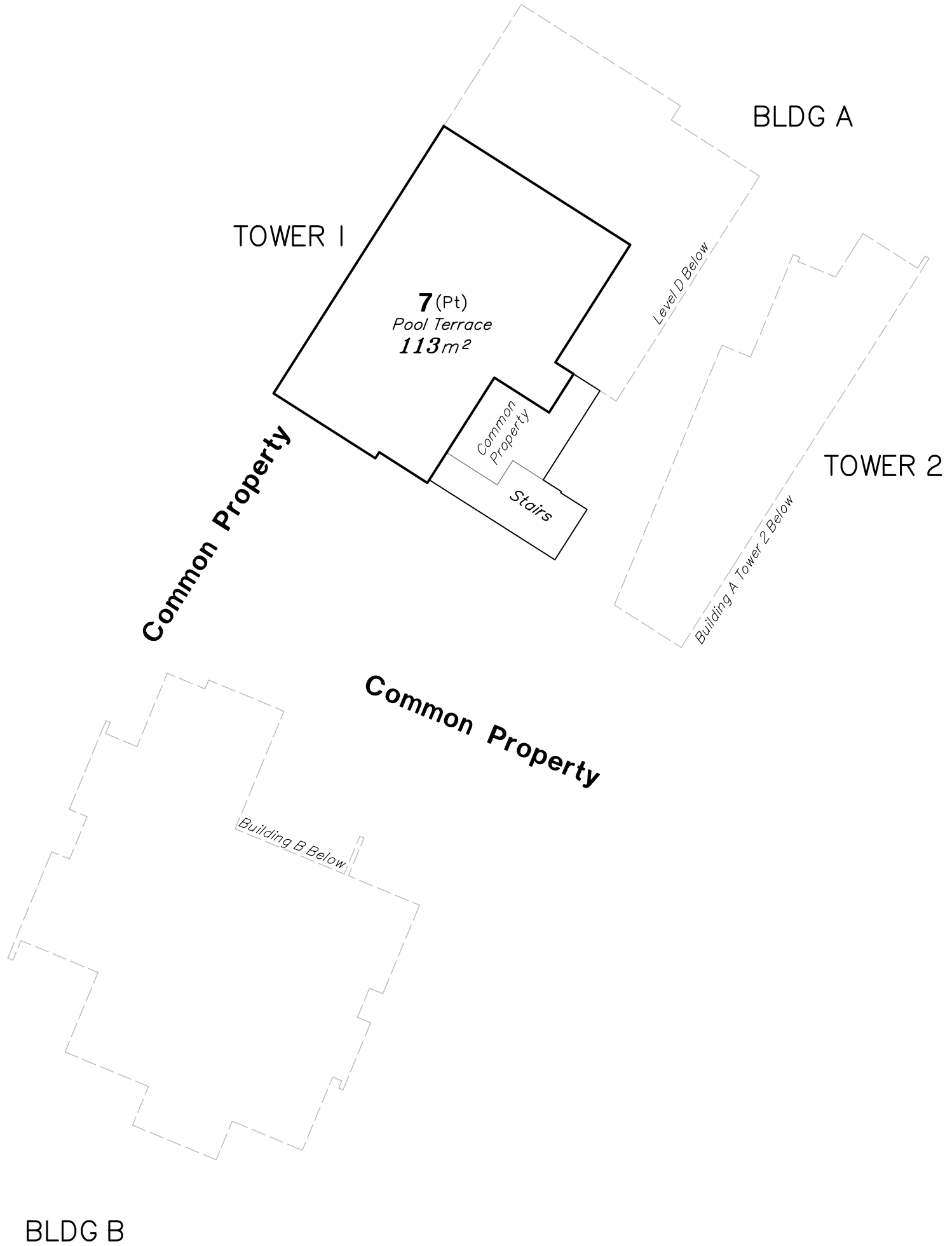
LEVEL D

Scale 1:200



PRELIMINARY

BUILDING A
LEVEL E
Scale 1:200



PRELIMINARY



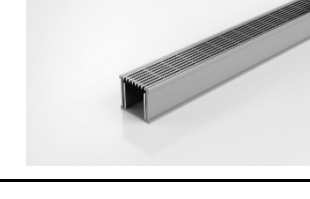

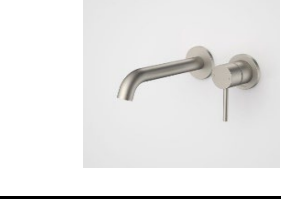
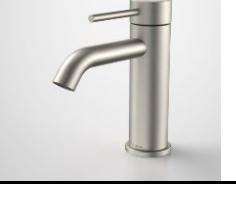
TPG Architects



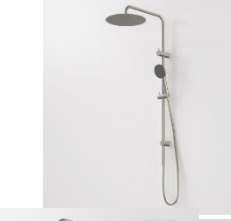


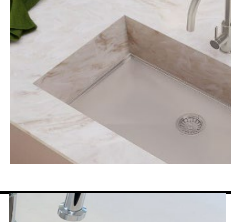


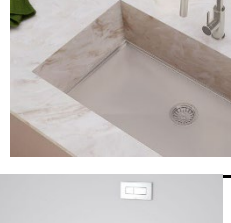



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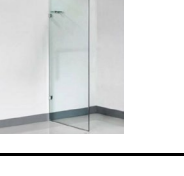

SCHEDULE OF FINISHES, FIXTURES AND COLOURS

Project: Macrossan Street Apartments
Ref: JSB-01
Address: 49 Macrossan Street Port Douglas
Issue: DRAFT- 23/10/2023





CODE	ITEM	MAKE	RANGE / COLOUR SPECIFICATION	ORDERING CODE	PICTURE	NOTES	LOCATIONS TYP.	REFER DOCS.					SPEC. SECTION	REV
								STRUCT.	HYDR.	ELEC.	MECH.	LAND.		
FIXTURES AND FITTINGS														
P.BA	Freestanding bath tub	Argent	Cast stone white matt			1780 L X 900 W X 600 H	Bathrooms penthouses		Y					15409 Plumbing Fixtures
P.BN1	Seamless basin and benchtop	Corian	River Pearl	8820		Oval basin 400 W x 292 D x 130 H. 12 mm thick with stainless steel pop up waste. Benchtop measures refer joinery dwgs. Benchtop edges square with aris	Bathrooms		Y					15410 Plumbing Fixtures
P.BN2	PWD basin	Caroma	Opal 720 wall basin left hand shelf	632210W basin 631701W shroud		Include matching shroud.1 tap hole. To be installed to comply to AS1428.1 Design for Access and Mobility requirements.	PWD toilet and toilet in shop		Y					15411 Plumbing Fixtures
P.BN3	Basin	Caroma	Luna hand wall basin	873715W		1 tap hole. To go with Eco bottle trap.	Ambulant toilet		Y					15412 Plumbing Fixtures
P.BT	Bottle trap	Caroma	Eco Blanc Bottle trap	687295W		40mm connection	Bathrooms		Y					15410 Plumbing Fixtures
P.FW	Linear drain	Stormtech	Stainless Steel	38ARG40		Linear Drain premium architectural style grate 46 W x 42 D	Bathrooms		Y					15150 Floor Drains
P.MIX1	Pull out sink mixer	Caroma	HydroTap G5 BC20 Classic Chrome	H51702Z00AU			Kitchen		Y					15410 Plumbing Fixtures
P.MIX2	Wall mixer	Caroma	Liano II Brushed nickel	96341BN6A			Kitchen		Y					15410 Plumbing Fixtures
P.MIX4	Mixer	Caroma	Liano II basin mixer			Includes fixing kit and flexi hose. Brass material. Hob mounted	Bathrooms		Y					15410 Plumbing Fixtures
P.MIX5	Cleaners tap	Britex	Wall Mounted Sink Set with Gooseneck Swivel	TW-SET-05		Wall set with high arc gooseneck, suited to commercial sinks, stainless steel troughs and laundry tubs.	Cleaners		Y					15410 Plumbing Fixtures
P.MIX6	Electronic mixer	Caroma	G Series Electronic Hands-Free Basin Tap (Fixed Temperature)	G16006E6A		For single temperature use (cold or pretempered water). Provide mainspower conection	Toilet shops		Y					15411 Plumbing Fixtures







CODE	ITEM	MAKE	RANGE / COLOUR SPECIFICATION	ORDERING CODE	PICTURE	NOTES	LOCATIONS TYP.	REFER DOCS.					SPEC. SECTION	REV
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P.MIX7	Pull out sink mixer	Reece	Milli Inox Sink Mixer Tap Stainless Steel (5 Star)	2252111		316 Marine Grade Stainless Steel	Exterior Kitchen-BBQ		Y				15410 Plumbing Fixtures	
P.MIX8	Freestanding bath filler	Caroma	Liano II 96378BN Brushed nickel				Bathtub							
P.SHR01	Shower rail	Caroma	Urbane II compact twin shower	99630BN3A		Rail Shower with 300mm Overhead	Bathrooms		Y				15410 Plumbing Fixtures	
P.SHR01	Shower rail	Caroma	Urbane II rail shower	99632BN3A 96363BN		Paired with Liano in wall mixer	Bathrooms		Y				15411 Plumbing Fixtures	
P.SHR02	Shower rail	Reece	Outdoor rail shower	2252103		Milli Inox Overhead Single Rail Shower with Foot Wash with Bottom Rail Water Inlet Stainless Steel (316 Grade)	Pool		Y				15411 Plumbing Fixtures	
P.SNK1	Kitchen sink	Corian	023 Integrated sink - Stainless steel bottom. River Pearl Finish			505 W x 418 D x 208 H			Y				15410 Plumbing Fixtures	
P.SNK2	Laundry sink	Corian	021 Integrated sink - Stainless steel bottom. River Pearl Finish			322 W x 418 D x 175 H	Laundry		Y				15411 Plumbing Fixtures	
P.SNK3	Cleaners sink	Britex	Cleaners sink grade 304 stainless steel with brackets and legs (CSL) 46 L with front support legs	CSL		C/W Grate. 6 mm dome fastener, bolts not supplied	Cleaners		Y				15410 Plumbing Fixtures	
P.SNK4	Kitchen sink	Corian	AXIX 700U Stainless Steel – 12mm River Pearl Finish			700 W x 40 D x 175 H	Penthouses		Y				15410 Plumbing Fixtures	
P.WC01	Toilet suite	Caroma	Liano Cleanflush Wall Hung Invisi Series II Toilet Suite - With Germgard	toilet 766920W plate 237078S		With matching Invisi Series II Oval Dual Flush Plate & Buttons (Metal) in Satin metal finish	Apartment toilets typically		Y				15410 Plumbing Fixtures	
P.WC02	Accessible toilet suite	Caroma	Care 800 Cleanflush wall faced invis series II suite with backrest - with Pedigree II Anthracite Grey single flap seat	718320BAG + 237014C		Includes Caroma's patented Uni Orbital® Connector. rough in and fit out kits, Caravelle Care single flap seat in anthracite grey and stainless steel Backrest. With round Dual Flush raised care remote buttons (plastic) Invisi Series II	Accessible toilet		Y				15410 Plumbing Fixtures	
P.WC03	Ambulant toilet suite	Caroma	Liano Cleanflush Easy height Invisi Series II Wall faced toilet suite	766300AG+ 237014C		Includes Invisi Series II concealed cistern, Liano Care quick release single flap seat, in anthracite grey, With round Dual Flush raised care remote buttons (plastic) Invisi Series II	Ambulant toilet		Y				15410 Plumbing Fixtures	

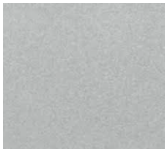





CODE	ITEM	MAKE	RANGE / COLOUR SPECIFICATION	ORDERING CODE	PICTURE	NOTES	LOCATIONS TYP.	REFER DOCS.					SPEC. SECTION	REV
								STRUCT.	HYDR.	ELEC.	MECH.	LAND.		
ACCESSORIES / MISC														
X.BC	Baby changing station	Britex	Recessed Stainless Steel Baby Change Table.Hygienic brushed 304 grade stainless steel exterior with antibacterial HDPE interior	BTX-09-013		Recommended Cut Out Size: 905mm x 530mm. 98 mm deep.							5498 Metalwork & Miscellaneous	
X.BR	Broom holder	Oates or equivalent	Closet Tool Organiser			TBA	Laundry						5499 Metalwork & Miscellaneous	
X.BIR	Bike rack	Enforcer Group or equivalent	Bike Rack Galvanised Coat Hanger - Large			Galvanised steel coat. Suitable for marine grade ambient	Exterior, refer dwgs for locations						5500 Metalwork & Miscellaneous	
X.RH	Robe hook	Caroma	Urbane II robe hook brushed nickel	99621BN			Bathrooms						05500 Metalwork & Miscellaneous	
X.TR01	Towel rail	Caroma	Urbane II towel rail			825 width	Bathrooms						5501 Metalwork & Miscellaneous	
X.TR02	Towel rail	Caroma	Urbane II towel rail			275 width	Bathrooms						5502 Metalwork & Miscellaneous	
X.SH	Shower shelf	Caroma	Urbane II robe hook brushed nickel				Bathrooms						5503 Metalwork & Miscellaneous	
X.CT	Cutlery tray	Hafele	Classico 500 Non-Slip Cutlery Tray Various Sizes			W:400-450-600-900. Check Joinery dwgs for measures	Kitchen						05500 Metalwork & Miscellaneous	
X.GR01	90 deg pwd grabrail to comply with as1428.1	Metlam or equal	Stainless steel. Satin (prefinished)			Concealed fixing.To be as1428 compliant.	Shops PWD toilet						5501 Metalwork & Miscellaneous	
X.GR02	Horizontal pwd grabrail	Metlam or equal	Stainless steel. Satin (prefinished)			Concealed fixing.To be as1428 compliant.	Shops PWD toilet						5502 Metalwork & Miscellaneous	
X.GR03	Ambulant grab rail	Metlam or equal	Stainless steel. Satin (prefinished)			Concealed fixing.To be as1428 compliant.	Shops ambulant toilets						5503 Metalwork & Miscellaneous	
X.MIR01	Mirror	Highgrove Bathrooms	Reflekta Rounded rectangle pencil edge mirror	MV1000X450PT		Size 1000 x 450	Shops toilet						Section 05500 metalwork & miscellaneous Section 08850 mirrors	
X.MIR02	Framed mirror	Metlam or equal	Stainless steel frame			Stainless steel framed mirror (ML771_5)	Shops PWD toilet						Section 05500 metalwork & miscellaneous Section 08850 mirrors	



CODE	ITEM	MAKE	RANGE / COLOUR SPECIFICATION	ORDERING CODE	PICTURE	NOTES	LOCATIONS TYP.	REFER DOCS.					SPEC. SECTION	REV
								STRUCT.	HYDR.	ELEC.	MECH.	LAND.		
X.PA	Sauce Rack	Hafele	Tandem Pantry Arena Style. Anthracite finish			450- 500- 600 mm Wide.Min Depth 500 mm. 1700 H Check dwgs measures	Kitchen						5499 Metalwork & Miscellaneous	
X.SR	Sauce Rack	Hafele	Comfort II Pull-Out Set. Anthracite finish			230-300- 400 mm wide. Check dwgs measures	Kitchen						05500 Metalwork & Miscellaneous	
X.SCR01	Shower screen					Check dwgs measures	Bathrooms							
X.TRH	Toilet Roll holder	Caroma	Urbane II toilet roll holder brushed nickel			Goes with Avail Calibre Grab rails	Bathrooms						05500 Metalwork & Miscellaneous	





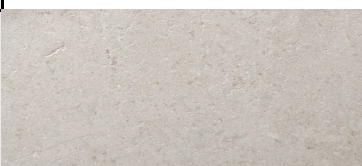

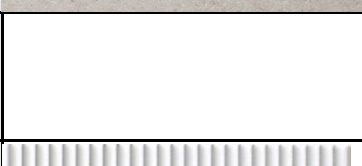
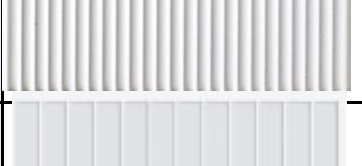
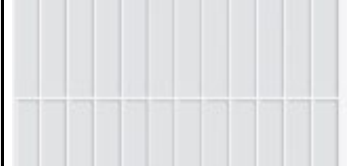

ELECTRICAL EQUIPMENT

E.DW	Dishwasher -Single drawer	Miele	G 7519 SCi XXL Autodos 'OBSW Integrated				Kitchen								
E.DY	Tumble Dryer	Asko	T208H.W.AU				Laundry								
E.FR01	Fridge	Smeg	242L Fully Integrated Bottom Mount Fridge				Kitchen								
E.FR02	Fridge	TBC	Double door fridge			TBC	Kitchen Penthouses								
E.HD	Hand dryer	Dyson	Airblade V.Nickel			To AS1172 & AS1428	Shop toilets								
E.MW	Microwave	Miele	M 7244 TC Vitroline Built-in. Obsidian Black				Kitchen								
E.OV	Oven	Miele	H 7464 BP Vitroline Built-in. Obsidian Black				Kitchen								
E.RH	Exhaust fan	Miele	DA 2360 Cleansteel 60 cm Built-in				Kitchen								
E.ST	Induction Cooktop	Miele	M 7200 FR				Kitchen								

CODE	ITEM	MAKE	RANGE / COLOUR SPECIFICATION	ORDERING CODE	PICTURE	NOTES	LOCATIONS TYP.	REFER DOCS.					SPEC. SECTION	REV	
								STRUCT.	HYDR.	ELEC.	MECH.	LAND.			
E.WH	Instant water heater	TBC	Refer Hydraulic docs			Refer Hydraulic docs	Laundry / Robes typically		Y	Y				15414 Plumbing Fixtures	
E.WM	Microwave	Asko	W4086P.W.AU Wash front Load				Laundry			Y					
E.BBQ	Built in Barbeque	Beefeater	BeefEater 7000 Classic Built-in BBQ				Exterior Kitchen-BBQ				Y				
HARDWARE															
	Door pulls														
	Kitchen pulls	Zanda	Delta Elite. Brushed Nickel finish			200 mm typical. 300 mm for integrated fridges and pull out pantries	Kitchen							08710 Door Hardware	
FINISHES - EXTERIOR															
AFL01	Textured walls		Painted			Refer Paint Specification	Balconies, ext walls							03310 Concrete 03360 Concrete Finishes	
	VJ T&G hardwood boards	Finlaysons Dulux	Painted			Refer Paint Specification	Ceilings							06100 Carpentry	
CONC1	Concrete	Dulux	Sealed			Refer Paint Specification	Walkway	Y						03310 Concrete 03360 Concrete Finishes	
	Cappings	Bluescope	Zincalume				Typical -roof							07600 Metal Roofing, Siding and Roof Plumbing	
	Eaves Gutter	Bluescope	Zincalume - Painted			To match existing heritage.	Typical -roof		Y					07600 Metal Roofing, Siding and Roof Plumbing	
	Downpipes	Bluescope	Zincalume - Painted			Rectangular 120x 120 Size to match existing heritage. Refer Paint Specification	Typical -roof		Y					07600 Metal Roofing, Siding and Roof Plumbing	
	Fascia	Dulux	Painted			Size to match existing heritage. Refer Paint Specification	Typical -roof							06100 Carpentry	
	Fences and gates framing		Galvanised					Y						02825 Fences and Gates	

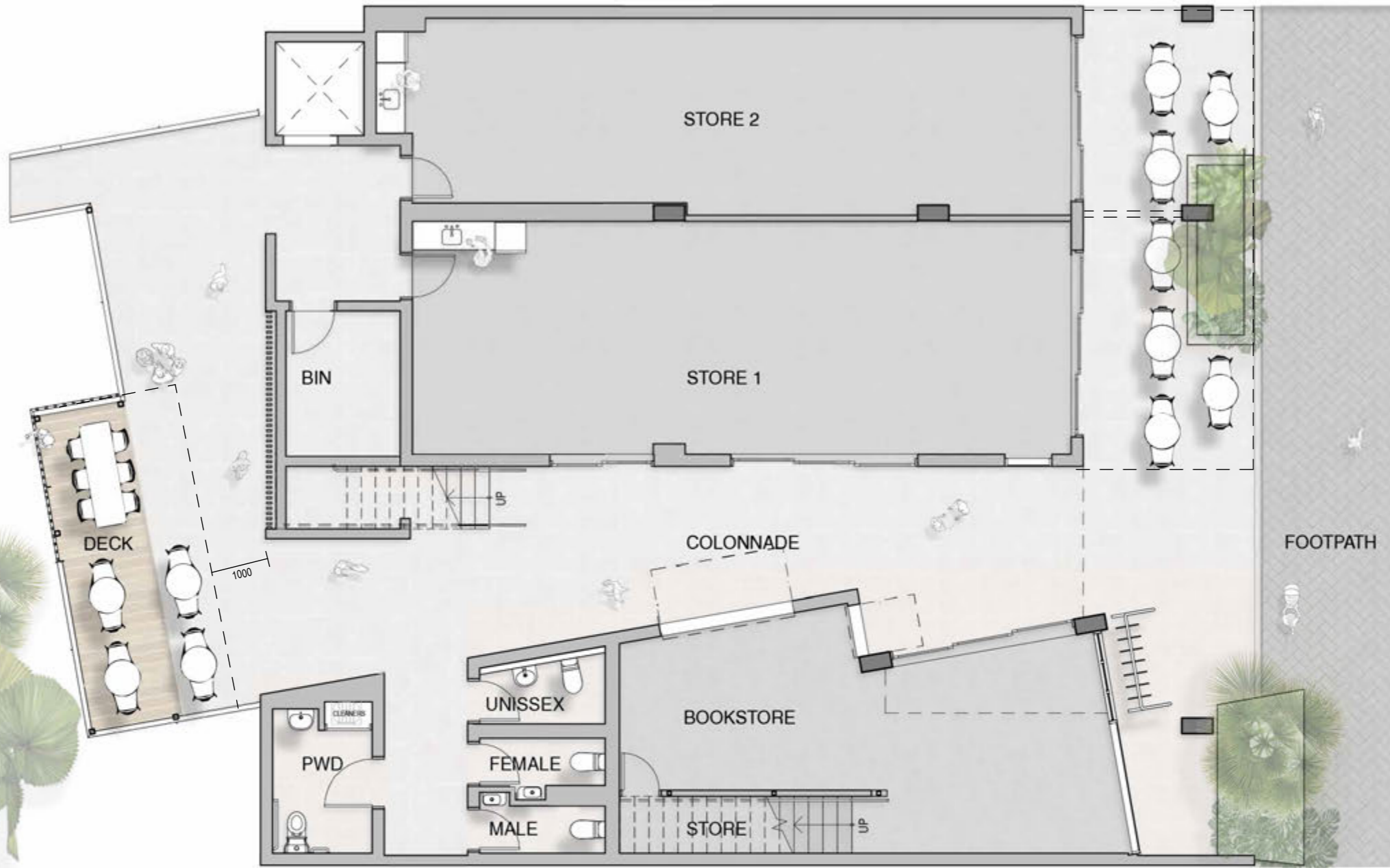
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								STRUCT.	HYDR.	ELEC.	MECH.	LAND.		
	Flashing	Bluescope	Zincalume				Typical -roof						07600 Metal Roofing, Siding and Roof Plumbing	
	Glass	Clear	Laminated			Refer Window Schedule	windows						08800 Glass and Glazing	
	Box Gutter	Stainless Steel					Typical -roof		Y				07600 Metal Roofing, Siding and Roof Plumbing	
	Rendered masonry walls	Dulux	Painted										04900 Masonry Restoration and Cleaning 02050 Demolition and Heritage Conservation	
	Panel lift Door	Dulux	Painted					Y					08330 Roller Shutter Doors 06165 Fibre Cement Products	
	Roof sheeting	Bluescope	Zincalume	Corrugated				Y	Y				07600 Metal Roofing, Siding and Roof Plumbing	
	Roof sheeting	Bluescope	Zincalume	Klip-lok				Y	Y				07600 Metal Roofing, Siding and Roof Plumbing	
	Cladding and Screen	James Hardie Dulux	Hardie Plank Painted	Weatherboard - Smooth (300mm)									06165 Fibre Cement Products	
	Steel framing	Steel												
	Stair Nosing	Safety Xpress	Aluminium Stair Nosing with black tough fibreglass anti-slip insert 75x10mm	SAS7510B		R13, P5 Cut sizes to be confirmed. As per stair nosing measurements.							02769 Tactile Warning Surfaces	

FINISHES - INTERIOR														
CODE	ITEM	MAKE	RANGE / COLOUR SPECIFICATION	ORDERING CODE	PICTURE	NOTES	LOCATIONS TYP.	STRUCT.	HYDR.	ELEC.	MECH.	LAND.	SPEC. SECTION	REV
ACR01	Acrylic benchtop	Corian	River Pearl [E]			12 mm seamless acrylic benchtop. Edges square with aris	Kitchens and bathroom benches and sinks						12300 Manufactured Casework - Shop Built	
ACR02	Acrylic benchtop	Corian	Designers White [B]			12 mm seamless acrylic board. Edges square with aris	Kitchen joinery accents						12300 Manufactured Casework - Shop Built	
ACR03	Acrylic benchtop	Corian	Glacier White [A]			12 mm seamless acrylic board. Edges square with aris	Bathroom plyths						12301 Manufactured Casework - Shop Built	
	skirtings	EZConcept	SK100 Flat Skirting Board Trim Prime Powder coat finish Paint white finish white			Height 100 mm x 1.6 mm thick . The SK100 is the adhesive fix, aluminum skirting provides a flat and minimal look finishing off walls at floor level.							06400 Site Built Joinery	

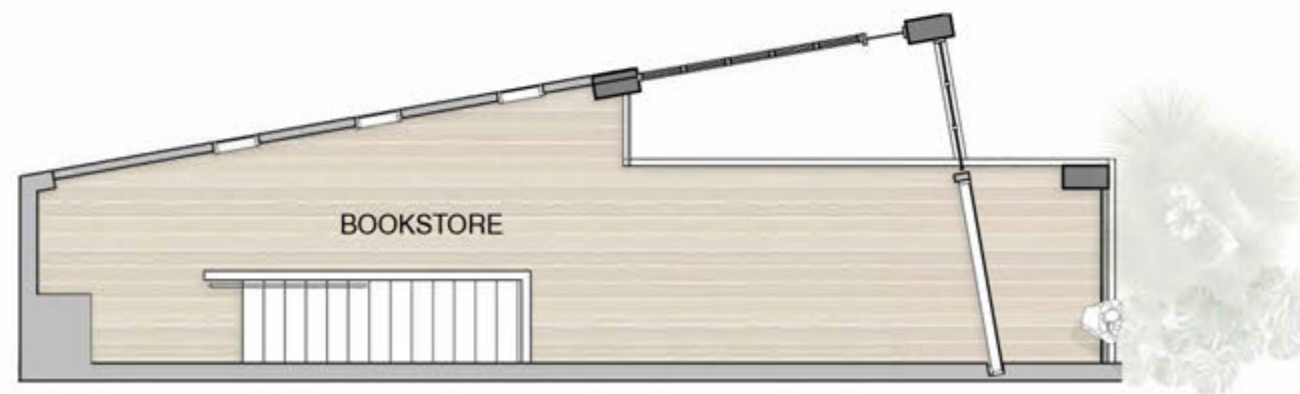
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LAM1	Laminate cupboard doors	Polytec	Coastal Oak woodmatt			16 mm MR MDF. Matt finish. Refer joinery and furniture drawings	Joinery / interior						12300 Manufactured Casework - Shop Built	
LAM2	Laminate Alfresco doors	Polytec	Coastal Oak woodmatt			5mm Coastal Oak Woodmatt COMPACT laminate insert with 2/55mm brushed grey profile. Anodised frame.	Joinery / exterior						12301 Manufactured Casework - Shop Built	
LAM3	Laminate wardrobe doors	Polytec	Jasmine White Ultramatt			16 mm MR MDF. Matt finish. Refer joinery and furniture drawings	Joinery / interior						12302 Manufactured Casework - Shop Built	
LAM4	Joinery carcasses	Polytec	Classic White			16 mm melamine. Matt finish. Refer joinery and furniture drawings	Joinery / interior						12303 Manufactured Casework - Shop Built	
TIL1	Floor tiles	Ceramic Surfaces Australia	Marmo Stone Sand natural finish			600 x 1200 x 10 mm P3 dry and P4 wet. Contact John Berry Ph: +61 421 806 741	apartment interior generally						09300 Ceramic Tile	
TIL2	Floor tiles	Ceramic Surfaces Australia	Marmo Stone Sand External finish			600 x 600 x 20. Textured finish to achieve P5 in pool steps. Contact John Berry Ph: +61 421 806 741	pool steps and surrounds						09300 Ceramic Tile	
TIL4	Wall Tiles	Beaumont	600 x 300 White Satin				Bathroom						09300 Ceramic Tile	
TIL5	Wall Tiles	Beaumont	Barcelona Strip White Emboss Satin			For kitchen benchtop splashback and bathroom accents	Kitchens and small bathrooms						09300 Ceramic Tile	
TIL6	Wall Tiles	Beaumont	Mod fingers White satin			For bathroom accents in some penthouses	Bathroom						09300 Ceramic Tile	
TIL7	Wall Tiles	Beaumont	Glass mosaic TBC			For bathroom accents in some penthouses	Bathroom						09300 Ceramic Tile	

49 Macrossan

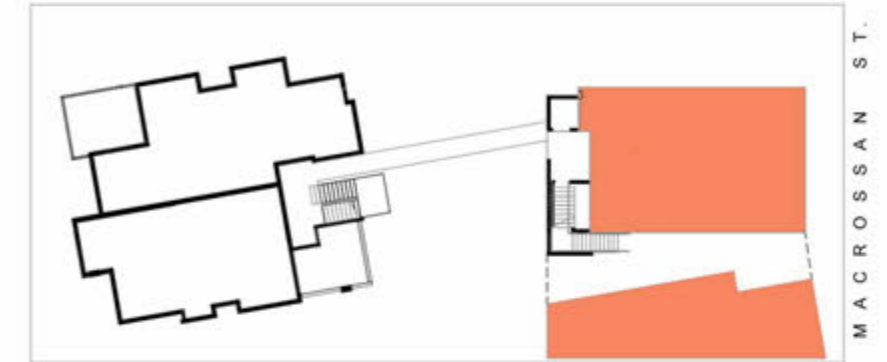
Shops



GROUND FLOOR



FIRST FLOOR



AREA

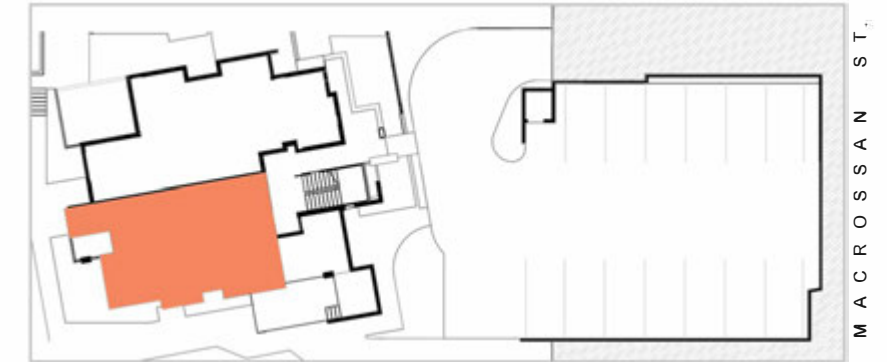
SHOP 1
 INTERIOR: 81 m²
 EXTERIOR: 20 m²

SHOP 2
 INTERIOR: 61 m²
 EXTERIOR: 13 m²

SHOP 3
 INTERIOR: 54 m²
 EXTERIOR: 12 m²

49 Macrossan

Apartment 1

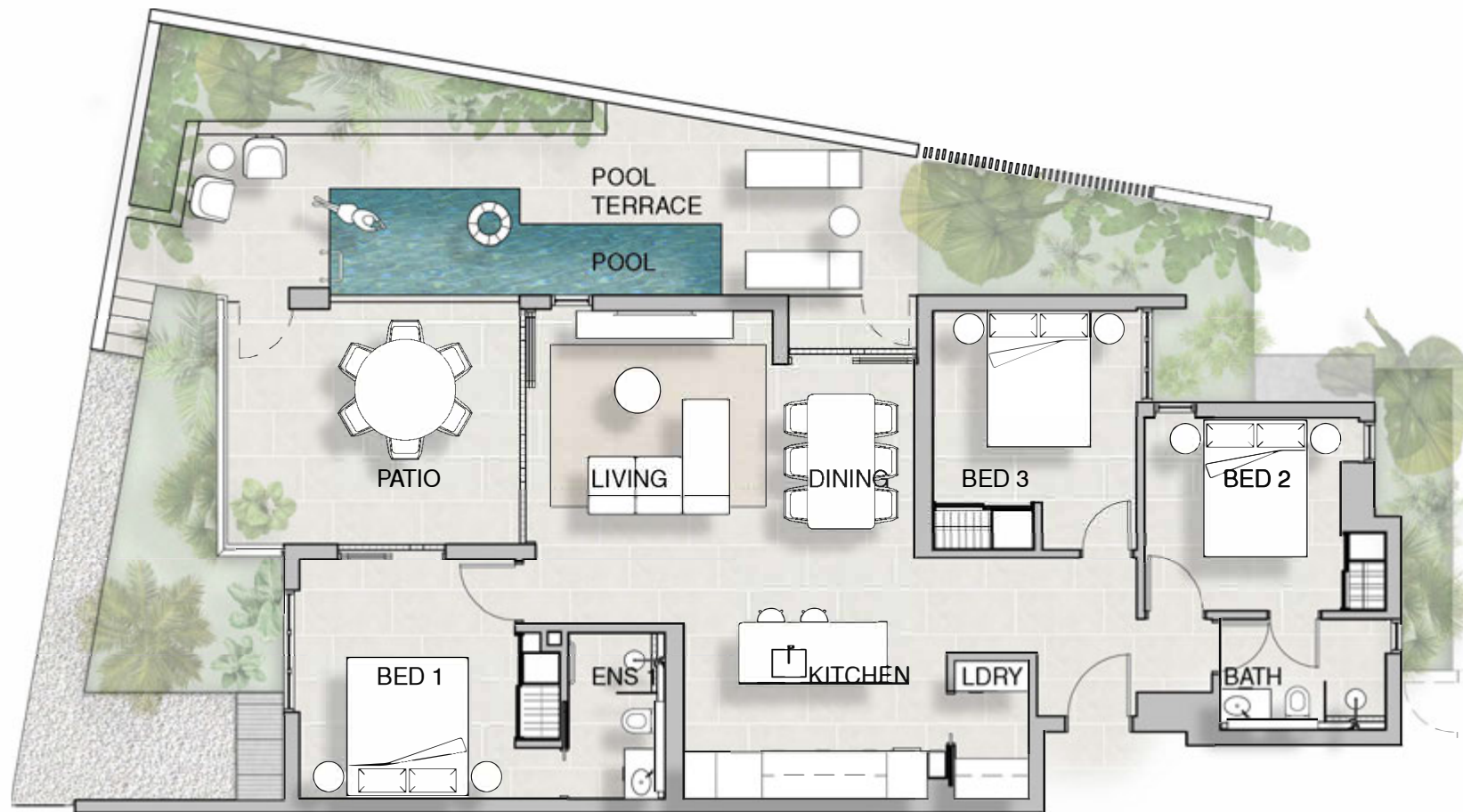
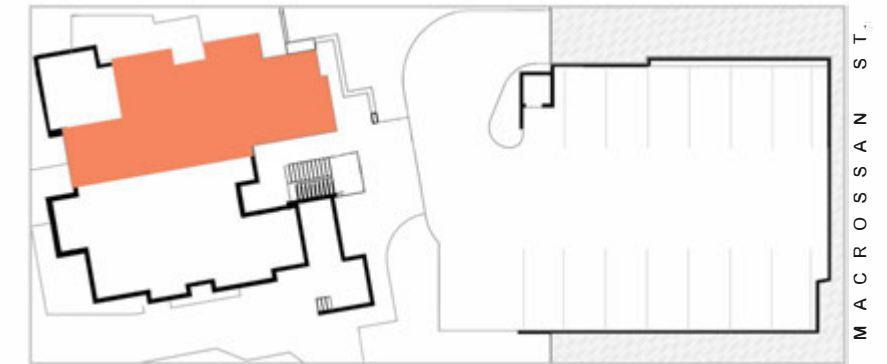


AREA

INTERIOR:	80 m ²
BALCONY:	19 m ²
COURTYARD	88 m ²
TOTAL:	187 m ²

49 Macrossan

Apartment 2

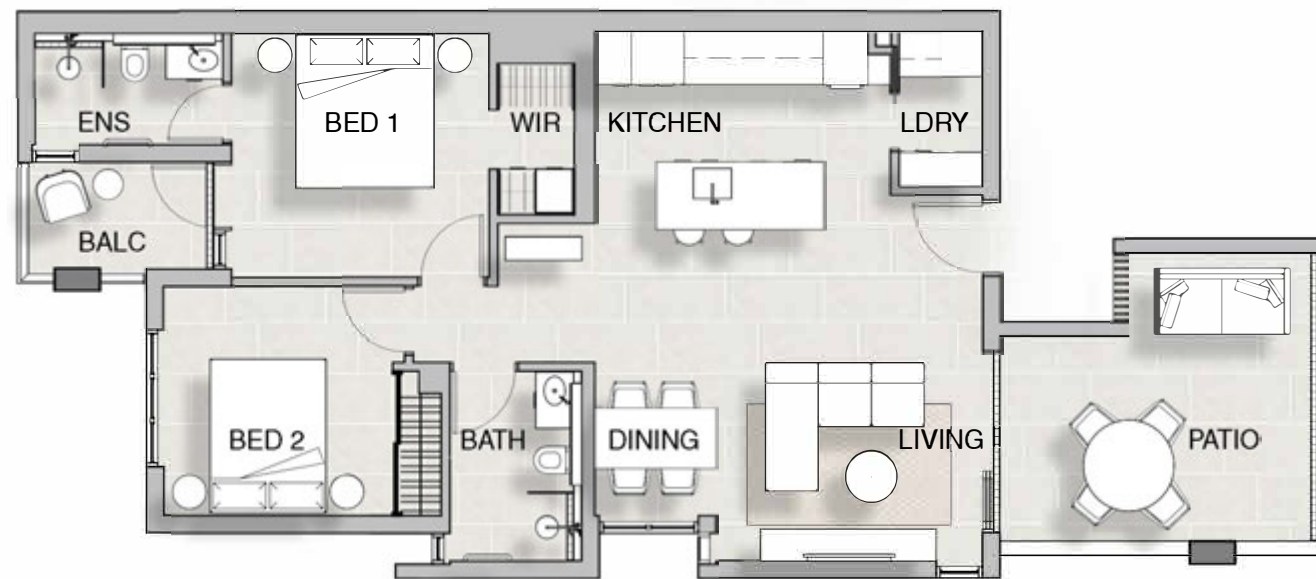
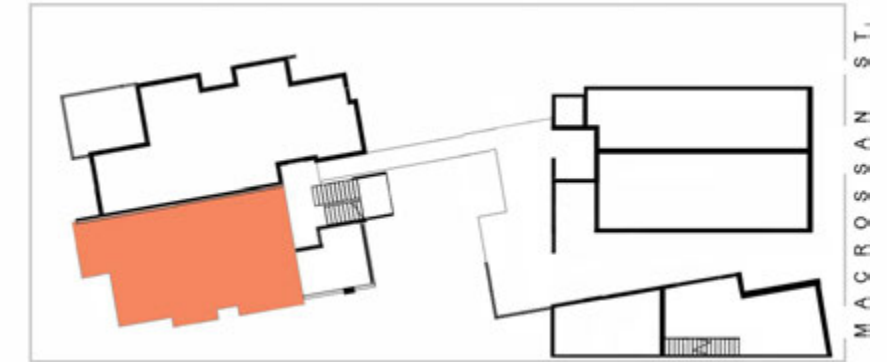


AREA

INTERIOR: 95 m²
BALCONY: 17 m²
COURTYARD: 74 m²
TOTAL: 186 m²

49 Macrossan

Apartment 3

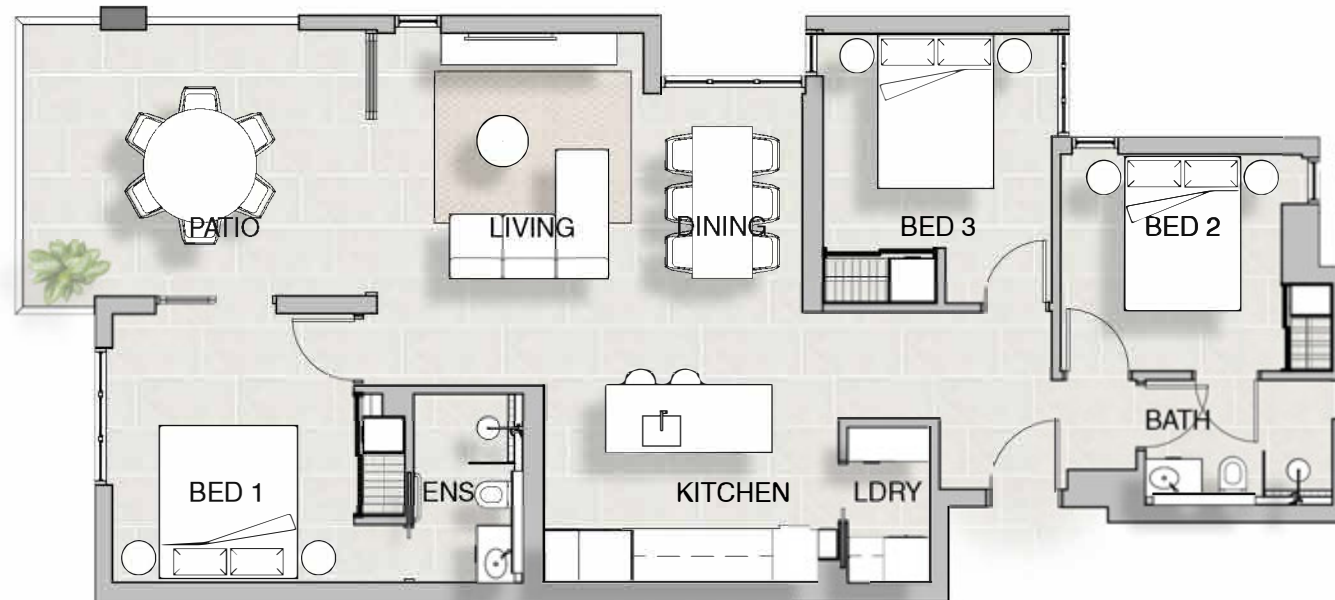
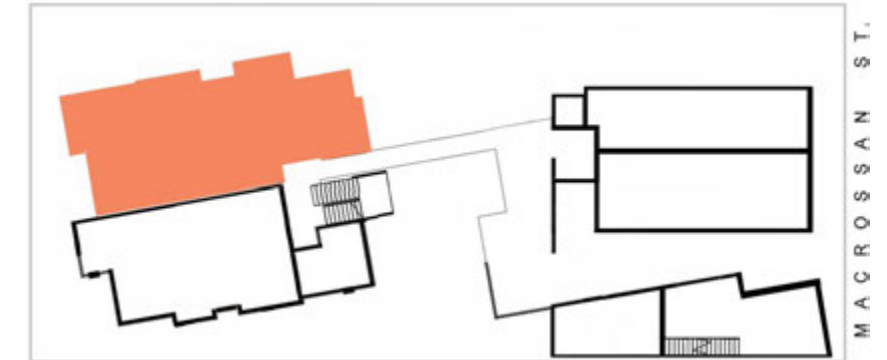


AREA

INTERIOR:	80 m ²
BALCONY:	19 m ²
TOTAL:	99 m ²

49 Macrossan

Apartment 4

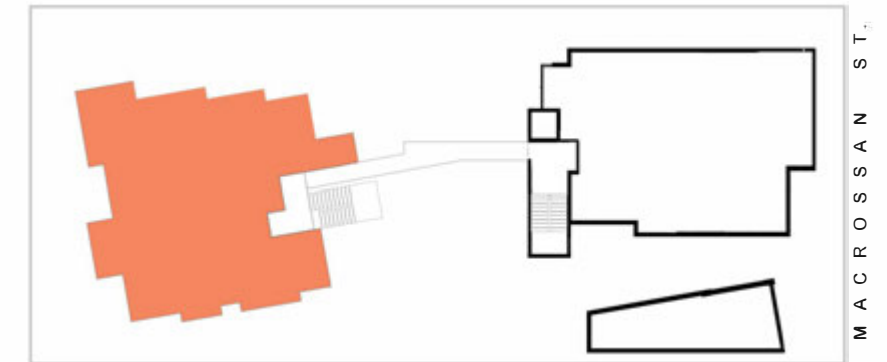
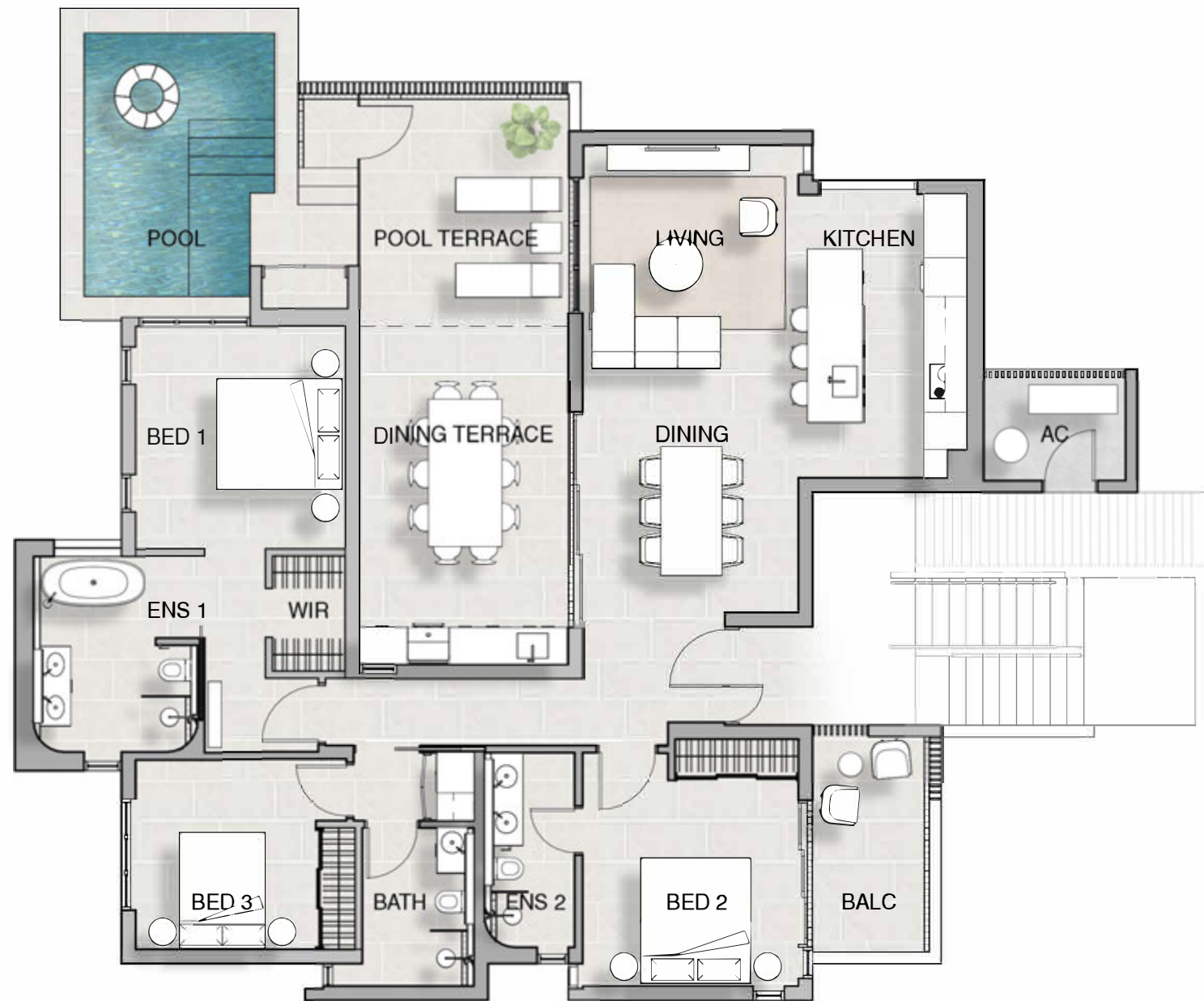


AREA

INTERIOR:	96 m ²
BALCONY:	17 m ²
TOTAL:	113 m ²

49 Macrossan

Apartment 5

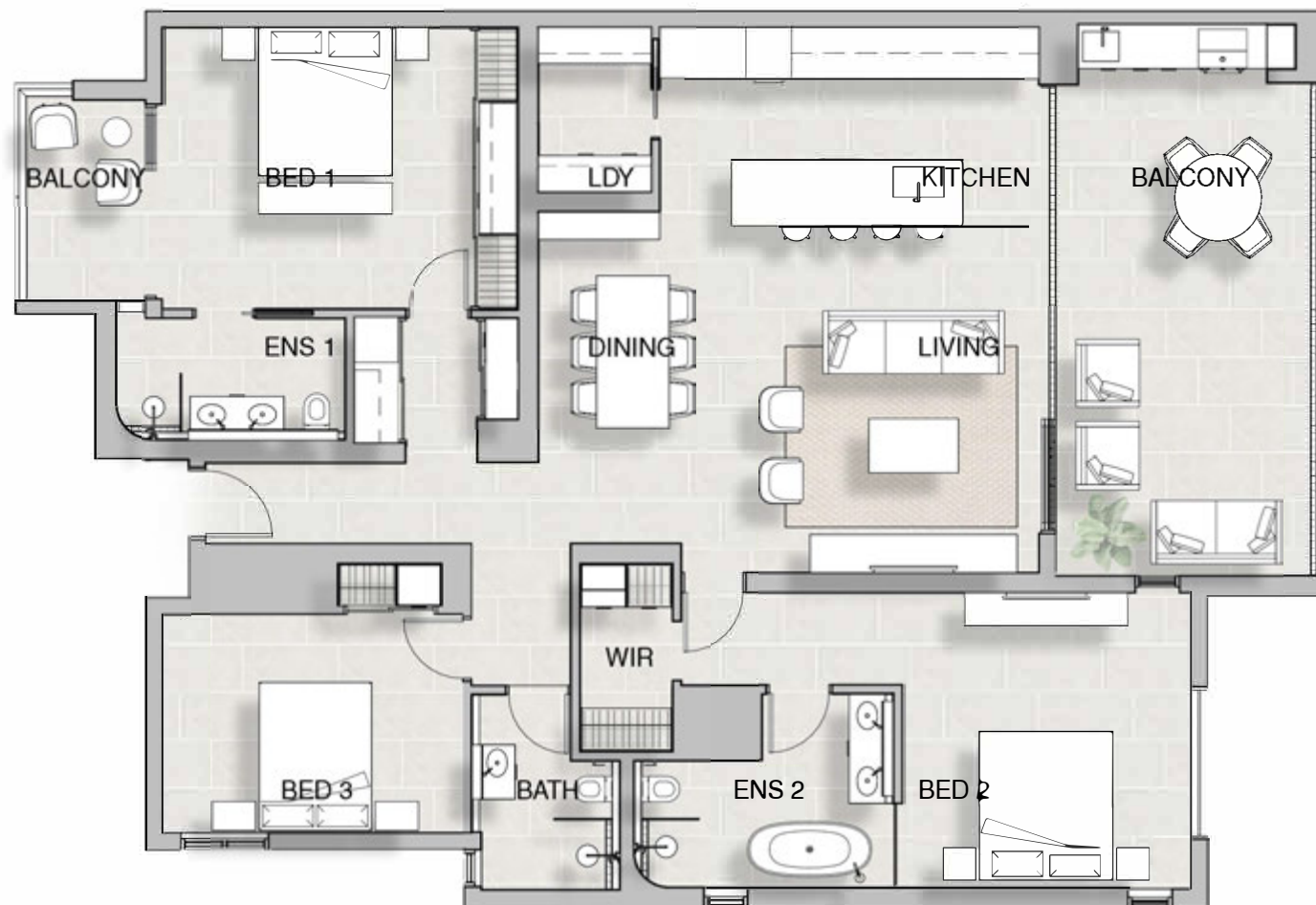
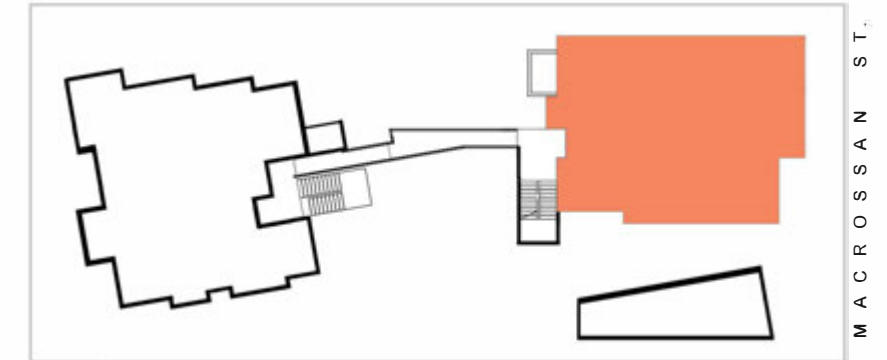


AREA

INTERIOR:	127 m ²
BALCONY:	64 m ²
TOTAL:	191 m ²

49 Macrossan

Apartment 6

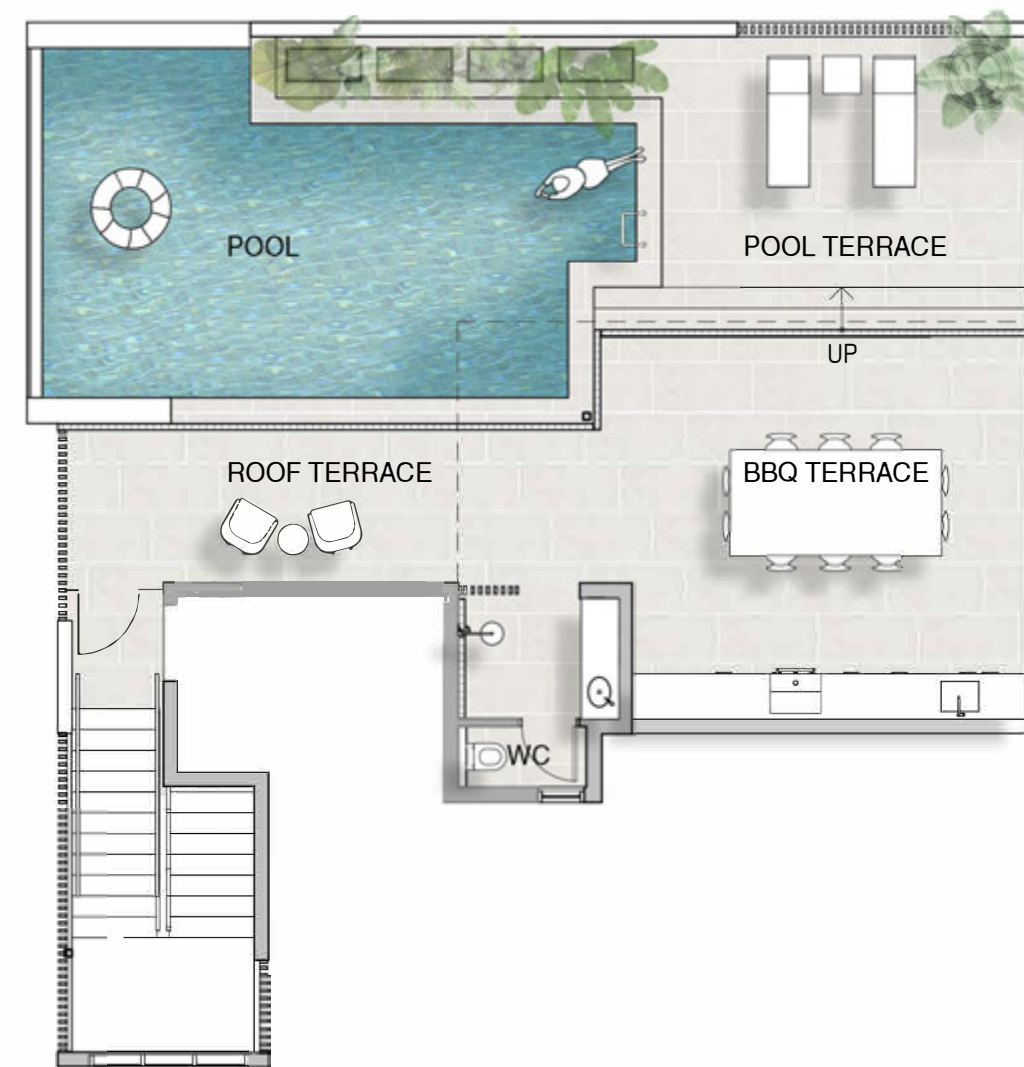
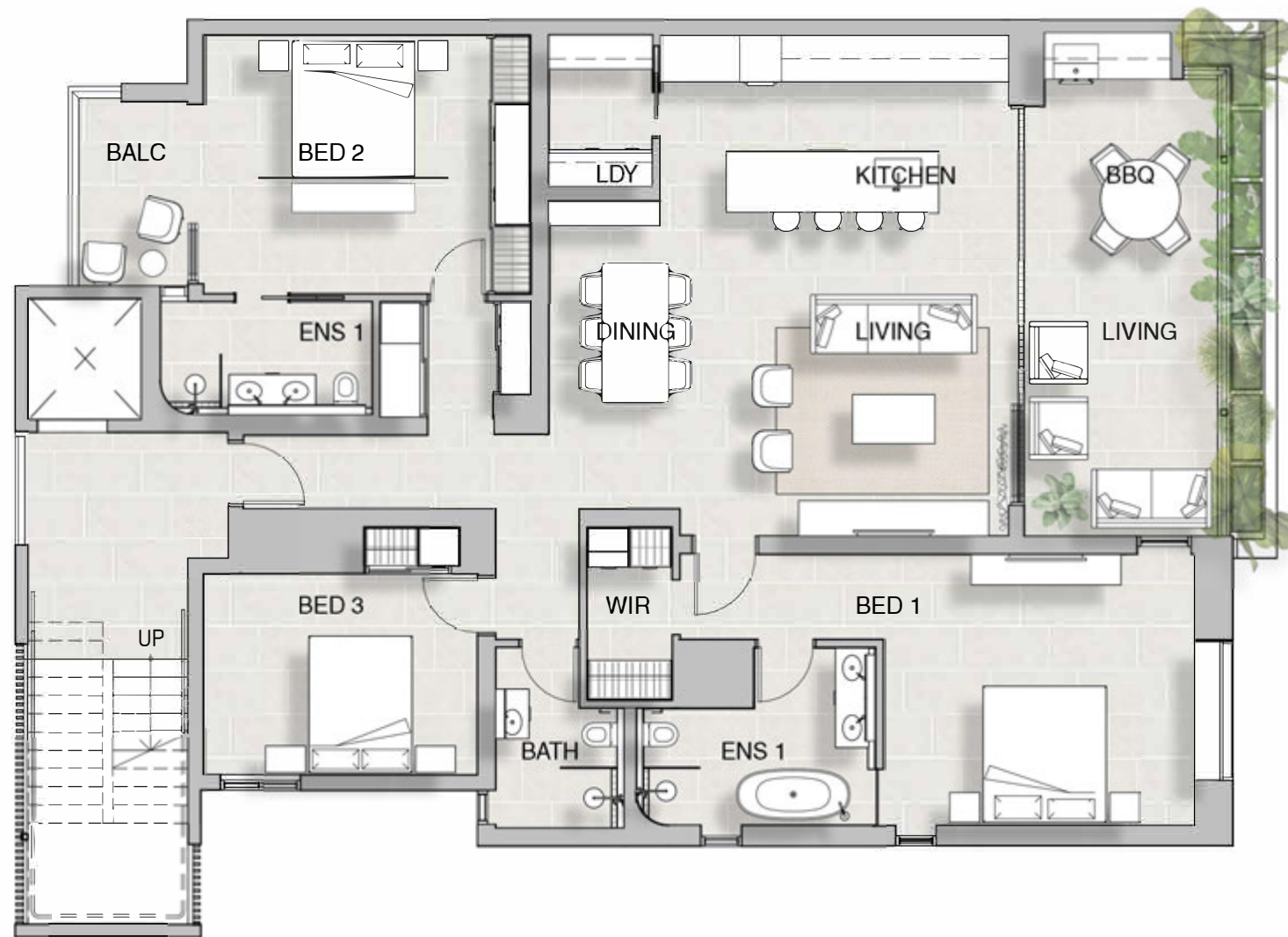
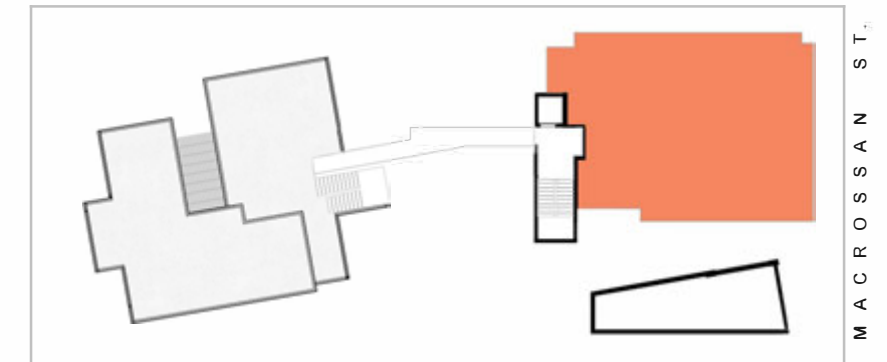


AREA

INTERIOR:	156m ²
BALCONY:	35m ²
TOTAL :	191m ²

49 Macrossan

Apartment 7



AREA

INTERIOR: 160 m²
BALCONY: 148 m²
TOTAL: 308 m²