



*Sanctuary Cove resort Act 1985
Section 27
Buildings Units and Group Titles Act 1980
Building Units and Group Titles Regulations 1998*

NOTICE OF THE EXTRAORDINARY GENERAL MEETING OF THE SANCTUARY COVE PRINCIPAL BODY CORPORATE 202

**Notice of business to be dealt with at the
EXTRAORDINARY GENERAL MEETING of the Sanctuary
Cove Principal Body Corporate 202, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way,
Sanctuary Cove, QLD, 4212 on
24 Apr 2025 at 10:00 AM**

A proxy form and a voting paper have been included to give you the opportunity to be represented at the meeting. Please read the attached General Instructions, to ensure that all documents are completed correctly as failure to do so may jeopardise your entitlement to vote.

INDEX OF DOCUMENTS

- 1. NOTICE AND AGENDA OF MEETING**
- 2. INSTRUCTIONS FOR VOTING**
- 3. VOTING (MOTIONS FROM AGENDA)**
- 4. PROXY FORM**

The following agenda sets out the substance of the motions to be considered at the meeting. The full text of each motion is set out in the accompanying Voting Paper. An explanatory note by the owner proposing a motion may accompany the agenda.

Please take the time to complete and return the voting paper to the reply address below or submit a valid proxy to the PBC Secretary prior to the meeting.

Sanctuary Cove Body Corporate Services Pty Ltd, for the Secretary

Reply To PO Box 15, Sanctuary Cove QLD, 4212
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NOTICE OF THE EXTRAORDINARY GENERAL MEETING OF THE Sanctuary Cove Principal Body Corporate 202

**Notice of business to be dealt with at the
EXTRAORDINARY GENERAL MEETING of the Sanctuary
Cove Principal Body Corporate GTP 202, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way,
Sanctuary Cove, QLD, 4212 on
24 Apr 2025 at 10:00 AM**

To avoid delaying commencement of the meeting, it would be appreciated if proxies and voting papers could be received by this office at least 24 hours prior to the meeting. However, proxies and voting papers will be accepted prior to the commencement of the meeting.

AGENDA

1. Attendance record including admittance of proxies and voting papers
2. Quorum
3. Financial status of RBC's
4. Recording of the meeting
5. Motions
 - 5.1 Approval of Previous General Meeting Minutes - 27th March 2025
 - 5.2 Authorisation of further legal expenditure for dispute with Hydrovision
 - 5.3 PBC considers scope of works in Darwinia for the financial year beginning 1st November 2025
 - 5.4 PBC amend RZABL 4.4.2 by-law
 - 5.5 Entry into Deed of Settlement and Release with Hydro Vision
 - 5.6 Energex Switchboard Relocation
 - 5.7 Completion of remaining tree-related tasks across PBC
 - 5.8 The Address - Stormwater Drainage Remediation
 - 5.9 RADM Castle Park - Stormwater Drainage Work
 - 5.10 Survey and Service Location
 - 5.11 Engagement of Chambers Russell to assist with assessment of costs of Grace Lawyers
 - 5.12 Engagement of Chambers Russell to provide advice on use of FTTH Network

6. Correspondence for Information

For noting of the PBC and the PBC EC

No	Date	From	To	Regarding
1.	1/4/2025	SCCSL Facilities Manager	PBC Chairperson	Information regarding Sanctuary Greens & Schotia Park
2.	1/04/2025	Think Tank	PBC	Consulting Agreement
3.	4/4/2025	Mulpha	Residents of SC	Parkway Greens Subdivision Works
4.	2/04/2025	PBC Secretary	PBC Member Nominees	Governance Review update and App Proposal
5.	6/04/2025	PBC Secretary	PBC Member Nominees	Administration & Management Agreement proposal

6.	8/04/2025	PBC	Lot 127 Araucaria	Letter to resident for fence encroachment on Secondary Thoroughfare
7.	9/04/2025	PBC Chairperson	Mulpha	Correspondence regarding new village road street lighting
8.	14/04/2025	PBC	Resident in Darwinia	Lot 20 - Security Cameras installed in windows
9.	14/04/2025	PBC	Resident in Darwinia	Lot 22 - Security Cameras installed in windows
10.	14/04/2025	PBC	Resident in Colvillia	Lot 90 - Unapproved works
11.	17/04/2025	SCCSL	Residents	Anzac Day Dawn Service Information
12.	15/04/2025	MN for Roystonia	MNs	Governance Improvement Plan
13.	15/04/2025	Mulpha	Residents	Geese Relocation Completed
14.	17/04/2025	Mulpha	Residents	Concrete Crushing Notice

7. Correspondence for Action

For noting of the PBC and the PBC EC

No	Date	From	To	Regarding
1.	2/04/2025	MN for Colvillia	PBC	Tree Management Plan
2.	14/04/2025	Facilities Manager	PBC	5709 (Bauhinia) manhole obscured.

8. Business Arising

8.1 Update on Draft Facilities Management & Administration Agreements - Feedback from RBC's

8.2 PBC Motions –May 2025

- RZABL amendment

8.3 RBC A & M Agreement extension - Appetite for separate agreement

8.3 Next meeting to be held 29th May 2025

9. Closure of Meeting

GENERAL INSTRUCTIONS EXTRAORDINARY GENERAL MEETING NOTICE

INTERPRETATIONS

Section 39 of the *Sanctuary Cove Resort Act 1985* sets out the following interpretations for:

VOTING RIGHTS Any powers of voting conferred by or under this part may be exercised:

- (a) in the case of a proprietor who is an infant-by the proprietor's guardian;
- (b) in the case of a proprietor who is for any reason unable to control the proprietor's property by the person who for the time being is authorised by law to control that property;
- (c) in the case of a proprietor which is a body corporate-by the person nominated pursuant to section 38 by that body corporate.

Part 3, Section 22 of the *Sanctuary Cove Resort Act 1985*, sets out the following interpretation for:

SPECIAL RESOLUTION

'Special Resolution' means a resolution, which is:

- (a) passed at a duly convened general meeting of the principal body corporate by the members whose lots (whether initial lots, secondary lots, group title lots or building unit lots) have an aggregate lot entitlement of not less than 75% of the aggregate of all lot entitlements recorded in the principal body corporate roll.

Part 3, Division 2B, 47D of the *Sanctuary Cove Resort Act 1985*, sets out the following for proxies for General meetings of the Principal Body Corporate:

APPOINTMENT OF PROXY

- (a) must be in approved form; and
- (b) must be in the English language; and
- (c) cannot be irrevocable; and
- (d) cannot be transferred by the holder of the proxy to a third person; and
- (e) lapses at the end of the principal body corporate's financial year or at the end of a shorter period stated in the proxy; and
- (f) may be given by any person who has the right to vote at a general meeting; and
- (g) subject to the limitations contained in this division, may be given to any individual; and
- (h) must appoint a named individual.

EXPLANATORY SCHEDULE TO VOTING PAPER SANCTUARY COVE PRINCIPAL CTS 202

Motion 2 - Authorisation of further legal expenditure for dispute with Hydrovision (Agenda Item 5.2)

With the assistance of Colin Biggers & Paisley (CBP), the PBC and PTBC have exchanged without prejudice settlement offers with Hydrovision in an attempt to bring about a resolution to the current dispute. These further costs are to cover some of those past and ongoing settlement discussions as well as the anticipated costs of CBP drafting and negotiating an appropriate Deed of Settlement and Release should the parties be able to reach an agreement. Note: a total of \$10,0000 is estimated for this stage of work with 30% to be paid by the PTBC.

Motion 4 - PBC amend RZABL 4.4.2 by-law (Agenda Item 5.4)

Residential Zone Activity By-Laws (RZABL's) contain By-Law 4.4.2, used by the PBC for the purpose of controlling parking, storage or keeping of Recreational Vehicles on Residential Lots. Recreational Vehicles include, but are not limited to, camper units, motorhomes, boats and boat trailers. Historically, the PBC has relied on By-Law 4.4.2 controls to permit recreational vehicles to be parked on a Lot's designated parking areas only if the recreational vehicle is screened so that it is not visible from the Secondary Thoroughfare. In 2022 the PBC, relying on RZABL 4.4.2, made an application to the Office of the Commissioner for Body Corporate and Community Management seeking judgement in respect to a breach arising from a recreational vehicle being parked on a Lot's designated parking area without being screened from the Secondary Thoroughfare. This application was dismissed, the Referee's Order concluding that RZABL By-Law 4.4.2 wording does not, as currently written, impose a condition that a recreational vehicle can only be parked on a Lot's designated parking areas if screened from the Secondary Thoroughfare.

At its meeting on 28 August 2023, following recommendation by Plumeria, the PBC Executive Committee agreed to amend RZABL 4.4.2 to render the PBC's intent enforceable. To date this decision has not been ratified by the adoption of a motion at a PBC EGM. Subsequently, in October 2023 the PBC advised Plumeria that to incorporate the Referee's recommendations into the PBC RZABL's would require substantial change and be time consuming. It was the PBC's suggestion that if Plumeria wishes to have in place changes that align with PBC intent and incorporate the Referee's suggestions in a reasonable time frame, it simply amend the wording of equivalent by-law 4.3, contained in the Building Units and Group Titles Act, (BUGTA) General By-Laws, available to all Residential Body Corporates within Sanctuary Cove.

Plumeria resists this advice on grounds that the application of ad hoc solutions to universal controls, dismantles cohesion, creates a patchwork of conflicting requirements across RBC's, is inconsistent with the concept of 'Our Sanctuary Cove' and disrespects residents who are fulfilling their clear understanding of PBC obligations.

RZABL (Recreational Vehicles) corrections, agreed by the PBC EC to be necessary, have now been outstanding for over two years. In contrast, Special Resolution amendments, having the unrelated purpose of resolving Secondary Thoroughfare By-Law conflicts (Animal Controls), have been proposed and agreed on first reading at the PBC EGM on 27 March 2025.

Motion 5 - Entry into Deed of Settlement and Release with Hydro Vision (Agenda Item 5.5)

Background

On 8 September 2022, the Sanctuary Cove Principal Body Corporate (PBC) and the Sanctuary Primary Thoroughfare Body Corporate (PTBC) entered into a fixed price contract with Hydro Vision Pty Ltd (HV) for the performance of certain work relating to the supply of A Class Water to the Resort (Stage 1). The value of that contract was significant, being \$5,352,758.26. The work achieved practical completion on 22 November 2023.

On 4 March 2023, after the contract was at end and without notice to the PBC and the PTBC, HV issued an invoice in the amount of \$240,000 (plus GST) which they said was for “out-of-scope” tank sub-base work necessary to ensure the suitability of the ground to support the water tanks.

At an EGM held on 27 June 2024, the PBC and PTBC agreed to the engagement of a lawyer to advise on the potential liability for the additional invoice and the settlement offer made by HV. The advice from Colin Biggers & Paisley Lawyers (CBP) was that it was unlikely HV’s claim would be successful, but it was not impossible. Since that time, CBP has been working closely with the Chairpersons of the PBC and PTBC, Shany Fox and Brogan Watling exchanging correspondence with HV in an attempt to bring this matter to a resolution.

Next steps

Although the Chairpersons of the PBC and PTBC are confident with their position in this dispute, the reality is that there is no certainty in litigation. They hold significant concerns around a protracted and expensive court proceeding and the impact it may have on the progress of the A Class Water project and the levies required to meet the legal expenses that will be incurred.

After spending considerable time weighing up what path would be in the best interests of its members, the Chairperson of the PBC (with the support of the Executive Committee) now seeks your support to reach a commercial settlement with HV by way of a Deed of Settlement and Release.

The Chairperson of the PTBC will be seeking the same from its members.

A copy of the proposed Deed of Settlement and Release has been circulated with the agenda. A summary of its key terms include:

- PBC and PTBC to pay HV \$153,437.34 (the PBC’s contribution to be 70%, \$107,406.14)
 - This amount consists of:
 - \$75,000 towards the additional invoice of HV (\$240,000 plus GST); and
 - \$78,437.34 of retention monies (out of \$120,591.09) that the PBC and PTBC have held under the contract and not yet returned to HV.
- The PBC and PTBC will retain \$20,000 of retention monies for addressing two significant defects.
- The PBC and PTBC will retain \$22,153.75 of retention monies to take into account money it already paid to HV as a deposit for Stage 2 of the A Class Water project. The PBC and PTBC are already in negotiations with an alternate contractor to complete Stage 2.
- The PBC and PTBC will only attend to payment to HV once it receives the pumps and equipment that are being held by HV and delivery of design documentation and warranties from HV for the Stage 1 contract.

There is no intention to raise a special levy to meet the costs of paying HV the settlement sum. There is money set aside for this project that can be used for this amount. At this stage, the money set aside for this project is also intended to meet the costs of engaging a different contractor to perform the Stage 2 work in place of HV. However, a scope of work has not yet been provided to the contractor and a quote obtained, so the Executive Committee will keep you updated on these anticipated costs. The Executive Committee recommends that you vote in favour of this motion.

Motion 11 - Engagement of Chambers Russell to assist with assessment of costs of Grace Lawyers (Agenda Item 5.11)

Since the dispute between the owners of 4636 and 4638 arose (with respect to approval of certain building works), Grace Lawyers has been handling the dispute on behalf of the PBC. That has been for a period of over 3 years. Naturally, Grace Lawyers was then engaged to file a QCAT application with respect to the ongoing non-compliance with the DCBLs and approved conditions by the owners of lot 4638. Grace Lawyers provided a fee proposal for that work which was approved by the PBC in general meeting. The first invoice received from Grace Lawyers, exceeded their estimate. The PBC raised concerns with this. Despite such concerns being raised, Grace Lawyers continued to exceed their fee estimate and bill for additional work without providing the PBC with an updated cost disclosure. The PBC again raised concerns with Grace Lawyers regarding their conduct, and they only agreed to reduce their outstanding invoices if the PBC agreed to their future engagement (where Grace Lawyers would ultimately receive additional fees).

At the EGM held in March, the PBC resolved to terminate its retainer with Grace Lawyers and engage an alternate law firm to take over the QCAT proceedings – that law firm being Chambers Russell.

The EC now recommends that the PBC engages Chambers Russell to write to Grace Lawyers about the charges they have billed and, if necessary, prepare an application for costs assessment (where the costs of Grace Lawyers will be independently assessed). Chambers Russell has agreed to perform the first step, free of charge. That could bring about a resolution of the dispute without the need to progress with the other steps.

The EC appreciates that it may seem counter-intuitive to engage a law firm at a cost, to argue about the costs billed by another law firm. However, the risk with not contesting Grace Lawyers' costs now is that the PBC only has 12 months to do so from when the invoice/s being dispute was received (earliest being January 2025).

Motion 12 - Engagement of Chambers Russell to provide advice on use of FTTH Network (Agenda Item 5.11)

Harbour One seeks to use the PBC's FTTH network for security services to be provided to it (fire alarm and panic button alarm monitoring). The EC is of the view that Harbour One will need to enter into a licence agreement (or some other instrument) for the use of such equipment given that Harbour One is not a member of the PBC and is not located within the residential zone.

A second quote was obtained from Tallay Law, but the EC is recommending the engagement of Chambers Russell who has more experience with integrated resorts and quicker turn around times due to the breadth of their practice.

VOTING PAPER

Extraordinary General Meeting for the Sanctuary Cove Principal Body Corporate GTP 202

Location of meeting: Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way, Sanctuary Cove, QLD, 4212

Date and time of meeting: Thursday 24 April 2025 at 10:00 AM

Instructions

If you want to vote using this voting paper, then *circle or tick* either **YES**, **NO** or **ABSTAIN** opposite each motion you wish to vote on. You may vote for as few or as many motions as you wish. It is not necessary to vote on all motions.

After signing the completed voting paper, forward it promptly to the Secretary at the address shown at the end of the agenda. You may also vote online using the secure link emailed to your email address.

MOTIONS

1	Approval of Previous General Meeting Minutes - 27th March 2025 (Agenda Item 5.1)	Ordinary Resolution
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Statutory Motion Submitted by Chairperson

That the Minutes of the PBC Extraordinary General Meeting held on 27th March 2025 be accepted as a true and correct record of the proceedings of the meeting.

Yes ☐

No ☐

Abstain ☐

2	Authorisation of further legal expenditure for dispute with Hydrovision (Agenda Item 5.2)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC retrospectively authorises further legal expenditure in the amount of \$7,000 (ex GST) for the costs of Colin Biggers & Paisley providing ongoing advise and assistance to the PBC with respect to its dispute with Hydrovision.

Yes ☐

No ☐

Abstain ☐

NOTE: Please refer to the Explanatory Schedule.

3	PBC considers scope of works in Darwinia for the financial year beginning 1st November 2025 (Agenda Item 5.3)	Ordinary Resolution
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Submitted by Owner Darwinia MN

THAT the PBC EGM agrees to consider the attached scope of works for road, parking and drainage improvements in and around 1911 Sunningdale Court within Darwinia 107488 for inclusion in 1st November 2025 - 31st October 2026 Financial year schedule work budget.

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>
Abstain	<input type="checkbox"/>

4	PBC amend RZABL 4.4.2 by-law (Agenda Item 5.4)	Ordinary Resolution
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Submitted by Owner Plumeria MN

THAT the PBC take urgent steps to amend RZABL 4.4.2 consistent with the resolution reached by the PBC Executive Committee at its meeting on 28th August 2023.

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>
Abstain	<input type="checkbox"/>

NOTE: Please refer to the Explanatory Schedule.

5	Entry into Deed of Settlement and Release with Hydro Vision (Agenda Item 5.5)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC authorises entry into the Deed of Settlement and Release to settle the dispute with Hydro Vision Pty Ltd, generally on the terms set out in the document circulated with the agenda. And that any two Executive Committee members are authorised to sign the Deed of Settlement and Release.

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>
Abstain	<input type="checkbox"/>

NOTE: Please refer to the Explanatory Schedule.

Submitted by Chairperson

THAT the PBC EGM approves the expenditure of \$57,149.98 (including GST) for TEW to relocate the electrical switchboard at the Bunker Pump Station. The costs associated with this work will be allocated from GL Code – Sinking Fund 222601 - Irrigation Control, with funding to be as follows:

- \$26,070.28 (incl. GST) – To be allocated from the existing project contingency
- \$31,079.70 (incl. GST) – Approval of additional funds required

It is further **THAT**:

The total expenditure is to be apportioned between the PBC and PTBC, as follows:

- PBC: 70% (\$57,149.97 incl. GST)
- PTBC: 30% (\$24,492.85 incl. GST)

And **THAT** the PBC EGM approves a reduction in the required number of quotes from three (3) to one (1), on the basis that the nominated contractor is already engaged to complete the associated Energex works, and it is both practical and commercially appropriate to proceed with the same contractor for continuity and efficiency of delivery.

Yes ☐

No ☐

Abstain ☐

Submitted by Chairperson

THAT the PBC EGM authorises the expenditure of \$34,331.00 (inc GST) for the engagement of Kings Landscaping to undertake the proposed works outlined, with the funds to be allocated from the Administrative fund - GL Code 12422

Yes ☐

No ☐

Abstain ☐

8	The Address - Stormwater Drainage Remediation (Agenda Item 5.8)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC EGM authorises the expenditure of \$12,689.60 (inc GST) for the engagement of Urban Asset Solutions to undertake the proposed works as outlined, with funds to be allocated from the Administration fund - GL Code 12660

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

9	RADM Castle Park - Stormwater Drainage Work (Agenda Item 5.9)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC EGM authorises the expenditure of \$6,419.43 (inc GST) for the engagement of Smartstone Group to undertake the proposed works as outlined, with funds to be allocated from the sinking fund - GL Code 224962.

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

10	Survey and Service Location (Agenda Item 5.10)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC EGM authorises the expenditure of \$4,565.00 (incl. GST) for the engagement of Lamberts Locations to undertake the proposed works as outlined, with funds to be allocated from the Sinking fund - GL Code 22280

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

11	Engagement of Chambers Russell to assist with assessment of costs of Grace Lawyers (Agenda Item 5.11)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC authorises the engagement of Chambers Russell in accordance with the below fee estimates (\$4,875.50 plus GST - \$5,525.50 plus GST) to assist the PBC in addressing the costs billed by Grace Lawyers including, if necessary, the filing of an application for a costs assessment and generally acting on behalf of the PBC in that application.

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

Step	Estimated fees	Estimated disb.
Letter to Grace Lawyers proposing a panel of assessors prior to an application being filed	\$650 plus GST	Nil
Drafting and filing an application for costs assessment, with or without a request for consent order	\$650 plus GST	\$125.50 filing fee
Preparing objections to any costs statement	\$1,300 - \$1,950 plus GST	\$1,500 plus GST
Generally liaising with the assessor, Grace Lawyers and the PBC, and advising on the outcome of the assessment	\$1,300 plus GST	n/a

NOTE: Please refer to the Explanatory Schedule.

12	Engagement of Chambers Russell to provide advice on use of FTTH Network (Agenda Item 5.11)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC engages Chambers Russell at a fee estimate of \$8,300 plus GST - \$12,950, on the terms circulated with the agenda, to provide advice to the PBC on its ability to enter into an agreement with the PTBC or members of the PTBC for the use of its FTTH network and, if required, prepare as suitable instrument to enable such use of the FTTH network by the PTBC or others.

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

NOTE: Please refer to the Explanatory Schedule.

GTP: 202 **Lot Number:** _____ **Unit Number:** _____

I/We require that this voting paper, completed by me/us be recorded as my/our vote in respect of the motions set out above.

Name of voter: _____

Signature of voter: _____

Date: _____

ATTACHMENTS

- 1. MOTION INFORMATION**
- 2. M1. 20250327 PBC EGM Minutes booklet**
- 3. M2. for PBC and PTBC _ Re further Hydrovision Costs**
- 4. M3. Darwinia - PBC EGM Scope of works attachment**
- 5. M3. DARWINIA - Request LTR to the PBC - FRM Members Nominee**
- 6. M4. & Preamble Plumeria (Signed) 8Apr25**
- 7. M4. Plumeria 20250408 Letter to PBC**
- 8. M5. - Entry into Deed of Settlement and Release**
- 9. M5. Deed of Settlement and Release (DRAFT 3) 2025.04.17**
- 10. M6. PBC EGM - Energex Switchboard relocation**
- 11. M6. Energex response regarding dispensation pdf**
- 12. M6. Q55676_0 - Switchboard Relocation**
- 13. M7. SCCSL - 502040 - Authorisation for Body Corporate Expenditure - Cyclone Alfred Tree works PBC**
- 14. M7. Quote_Q2025195_from_KING_LANDSCAPES_PTY_LTD - PBC highlighted**
- 15. M7. JC Trees - Quotations**
- 16. M8 SCCSL DF 502040 - Authorisation for Body Corporate Expenditure - The Address stormwater drainage remediation_**
- 17. M8. Quote Rectification Works - SCOVE**
- 18. M8. Rectification Report**
- 19. M9. SCCSL DF 502040 - Authorisation for Body Corporate Expenditure - RADM Castle Park stormwater drainage works**
- 20. M9. Quote - Smartstone**

21. M10. SCCSL DF 502040 - Authorisation for Body Corporate Expenditure - Survery and
Services location - Silky Oaks Replacement
22. M10 . 5696 - The Parkway 4827 - 4843 - (Lamberts Locations)
23. M10. Quote QU0018
24. M11. LSA for Sanctuary Cove Principal Body Corporate dd 21.Mar.25
25. CORRO FOR INFORMATION
26. CFI 1. RE_ PBC EGM_Followup Matters
27. CFI 1. 2024 PBC and PTBC Schedule - HORT
28. CFI 2. Consulting Agreement - TTA & PBC (Executed 2025.04.01)
29. CFI 3. Parkway Greens Subdivision Works - Thursday 4th - Friday 5th April 2025
30. CFI 4. GOVERNANCE REVIEW PROJECT PLAN MEETING & COMMUNITY APP PROPOSAL
31. CFI 4. App Proposal
32. CFI 5. PBC Administration & Management Agreements
33. CFI 5. Administration Agreement - PBC (V1 TO PBC) (003) (002)
34. CFI 5. Administration and Management Agreement (004)
35. CFI 5. Facilities Management Agreement - PBC (V1 TO PBC) 1 (002)
36. CFI 6. 6301 Boundary fence
37. CFI 7. New Village Road_Street Lighting_ltr SS to BT
38. CFI 8. 1930 Letter regarding Security Cameras
39. CFI 9. 1932 Letter regarding Security Cameras
40. CFI 10. - Unapproved Works - 2nd Notice
41. CFI 11. Anzac Day 2025 Invitation
42. CFI 12. PBC Governance Improvement Plan draft presentation 14 April 2024 v5
43. CFI 12. Draft Governace Improvement plan meeting notes 14th April 2025
44. CFI 13. Mulpha Communication - Geese Relocation Complete

45. CFI 14. MUL01893 - Concrete crushing notice

46. CORRO FOR ACTION

47. CFA 1. Tree Management Plan V1.1

48. CFA 2. 5709 Anchorage Terrace

49. Information About Proxies

50. Proxy form for Body Corporate Meetings

MOTION INFORMATION



MINUTES OF EXTRAORDINARY GENERAL MEETING
for Sanctuary Cove Principal Body Corporate GTP 202

Location of meeting: Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A,
Building 1, Masthead Way, Sanctuary Cove, QLD, 4212
Date and time of meeting: Thursday 27 March 2025 at 10:00 AM
Meeting time: **10:00am – 12:32pm**
Chairperson: Mr Stuart Shakespeare

ATTENDANCE

The following members were Present in Person at the meeting:

Lot 1701	Bauhinia GTP 1701	Mr Peter Hawley
Lot 1702	Cassia GTP 1702	Mr Peter Cohen
Lot 1703	Washingtonia GTP 1703	Mr David Francis
Lot 1712	Livingstonia GTP 1712	Mr Brian Earp
Lot 1769	Roystonia GTP 1769	Mrs Simone Hoyle – (Dep @ 12:16pm)
Lot 1790	Araucaria GTP 1790	Mrs Maxine Monroe
Lot 2504	Colvillia GTP 2504	Mr Robert Nolan
Lot 107106	Schotia Island GTP 107106	Mr Wayne Bastion
Lot 107128	Felicia GTP 107128	Mr Stuart Shakespeare
Lot 107209	Alpinia GTP 107209	Mrs Dianne Taylor – (Dep @ 11:42am)
Lot 107217	Tristania GTP 107217	Mr Mark Winfield – (Dep @ 12:08pm)
Lot 107353	Woodsia GTP 107353	Mr Peter Hay
Lot 107434	Zieria GTP 107434	Mr Hugh Martin
Lot 107399	Caladenia GTP 107399	Mr Tony McGinty – (Dep @ 12:08pm)
Lot 107442	Molinia GTP 107442	Mrs Cheryl McBride
Lot 107456	Alyxia GTP 107456	Mr Neill Ford
Lot 107488	Darwinia GTP 107488	Mrs Jane Burke – (Dep @ 11:30am)

The following members present by Voting Paper and In Person:

Lot 1701	Bauhinia GTP 1701	Owner present (pre-voted)
Lot 1712	Livingstonia GTP 1712	Owner present (pre-voted)
Lot 10721	Tristania GTP 107217	Owner present (pre-voted)
Lot 10735	Woodsia GTP 107353	Owner present (pre-voted)
Lot 107488	Darwinia GTP 107488	Owner present (pre-voted)

The following members present by Voting Paper:

Lot 21	Mulpha Sanctuary Cove (Developments) Pty Limited	Electronic vote
Lot 81	Mulpha Sanctuary Cove (Developments) Pty Ltd	Electronic vote
Lot 83	Mulpha Sanctuary Cove (Developments) Pty Limited	Electronic vote
Lot 2207	Plumeria GTP 2207	Electronic vote
Lot 107509	Alphitonia GTP 107509	Electronic vote
Lot 107045	Harpullia GTP 107045	Electronic vote
Lot 107053	Acacia GTP 107053	Electronic vote
Lot 107406	Corymbia GTP 107406	Electronic vote
Lot 107432	Fuschia GTP 107432	Paper vote

The following members were present by Proxy:

The following members were present by Proxy however unable to vote:

Present by Invitation:

Mrs Jodie Syrett – Manager of Body Corporate (Minute Taker)
Mrs Cassie McAuliffe – General Manager
Mrs Brogan Watling – In-House Counsel
Mr Shaun Clarke – Contracts Sub Committee

Apologies:

Mr Michael Longes
Mr Stephen Anderson
Mrs Andrea Luyckx
Ms Shawlene Nefdt
Mr Nabil Issa
Mr Paul Kernaghan
Mr Mick McDonald
Mr Nick Eisenhut

The following members were not financial for the meeting:

A Quorum was present
Nil Conflict of Interest
The Meeting was recorded.

The chairperson (CP) introduced the new SCCSL General Manager, Cassie McAuliffe, who spoke warmly and enthusiastically about her new role.

The CP welcomed new Members Nominees, Neill Ford representing Alyxia and Peter Hawley representing Bauhinia.

Motions

1	Approval of Previous General Meeting Minutes - 27th February 2025 (Agenda Item 6.1)	Ordinary Resolution
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Statutory Motion Submitted by Chairperson

Motion CARRIED

RESOLVED that the Minutes of the PBC Extraordinary General Meeting held on 27th February 2025 be accepted as a true and correct record of the proceedings of the meeting.

Yes	16
No	0
Abstain	10

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia			X	Fuschia			X
Adelia				Harpullia	X		
Alphitonia			X	Justicia			
Alpinia	X			Livingstonia	X		
Alyxia			X	Molinia	X		
Araucaria	X			Plumeria			X
Ardisia				Roystonia	X		
Banksia Lakes				Schotia Island	X		
Bauhinia			X	Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia	X			Zieria	X		
Corymbia			X	MSCD Lot 21 (SA)			X
Darwinia	X			MSCD Lot 81 (SA)			X
Felicia	X			MSCD Lot 83 (MM)			X

2	Amendment to Secondary Thoroughfare By-Laws – Animal Controls (Agenda Item 6.2)	Special Resolution Pole Vote
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Submitted by Chairperson

Motion CARRIED

RESOLVED that the PBC authorises an amendment to the Secondary Thoroughfare By-Laws to regulate the control of animals on the Secondary Throughfare, generally in accordance with wording in proposed by-law 5 in Annexure A, a copy of which has been circulated with the agenda.

Yes	1488 81.62%
No	104 5.70%
Abstain	37 2.03%

NOTE - Pole Vote called by the Chairperson
Lot entitlement without votes - 194

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia	X		
Adelia				Harpullia	X		
Alphitonia	X			Justicia			
Alpinia	X			Livingstonia	X		
Alyxia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes				Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia		X		Zieria	X		
Corymbia			X	MSCD Lot 21 (SA)	X		
Darwinia	X			MSCD Lot 81 (SA)	X		
Felicia	X			MSCD Lot 83 (MM)	X		

3 Amendment to Secondary Thoroughfare By-Laws – Damage and Improvements (Agenda Item 6.3)

Special Resolution
Pole Vote

Submitted by Chairperson

Motion CARRIED

RESOLVED that the PBC authorises an amendment to the Secondary Thoroughfare By-Laws to regulate damage and improvements to the Secondary Thoroughfare, generally in accordance with wording in proposed by-law 6 in Annexure A, a copy of which has been circulated with the agenda.

Yes	1592 87.33%
No	0
Abstain	37 2.03%

NOTE - Pole Vote called by the Chairperson

Lot entitlement without votes - 194

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia	X		
Adelia				Harpullia	X		
Alphitonia	X			Justicia			
Alpinia	X			Livingstonia	X		
Alyxia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes				Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia	X			Zieria	X		
Corymbia			X	MSCD Lot 21 (SA)	X		
Darwinia	X			MSCD Lot 81 (SA)	X		
Felicia	X			MSCD Lot 83 (MM)	X		

Submitted by Chairperson

Motion CARRIED

RESOLVED that the PBC enters into an agreement with Think Tank Architects for the provision of advisory services with respect to the assessment of Stage 1 development applications, on the terms set out in the agreement circulated with the agenda.

Yes	26
No	0
Abstain	0

NOTE:

Two (2) small amendments agreed on:

- **Change 45 days to 90 days termination period.**
- **Conflict of Interest section to be strengthened and defined.**

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia	X		
Adelia				Harpullia	X		
Alphitonia	X			Justicia			
Alpinia	X			Livingstonia	X		
Alyxia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes				Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia	X			Zieria	X		
Corymbia	X			MSCD Lot 21 (SA)	X		
Darwinia	X			MSCD Lot 81 (SA)	X		
Felicia	X			MSCD Lot 83 (MM)	X		

Submitted by Chairperson

Motion CARRIED

RESOLVED that The PBC agrees to expend \$60,934.50 Inc GST, plus a 10% contingency in the amount of \$6,093.45 Inc GST for the engagement of Mass Products for costs associated to upgrade the pit access systems for sewer pump stations 9, 10, 13 & 19. Funds to be expensed from the Sinking Fund – Pumps – 22312.

Yes	26
No	0
Abstain	0

And further notes that maintaining consistency in access lid equipment across the site is essential for operational efficiency, compatibility, and long-term cost management. As a result, only one (1) quote was obtained from the appropriate supplier. The PBC approves the reduction in the required number of quotes to be obtained from thee (3) to one (1).

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia	X		
Adelia				Harpullia	X		
Alphitonia	X			Justicia			
Alpinia	X			Livingstonia	X		
Alyxia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes				Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia	X			Zieria	X		
Corymbia	X			MSCD Lot 21 (SA)	X		
Darwinia	X			MSCD Lot 81 (SA)	X		
Felicia	X			MSCD Lot 83 (MM)	X		

6	Termination of retainer with Grace Lawyers and engagement of Chambers Russell (Agenda Item 6.6)	Ordinary Resolution
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Submitted by Chairperson

Motion CARRIED

RESOLVED that the PBC retrospectively resolves to terminate the retainer of Grace Lawyers dated 2 October 2024 with respect to the DCBL QCAT proceeding. And further, that the PBC engages Chambers Russell to act on its behalf with respect to the DCBL QCAT proceeding in accordance with the fee proposal circulated with the agenda, which broadly anticipates costs between \$3,000 - \$4,000 plus GST to advise on the prospects of success of the QCAT application, \$2,000 - \$5,000 plus GST to engage in without prejudice discussions, and \$46,000 - \$68,000 plus GST to see the QCAT proceeding through to completion.

Yes	24
No	1
Abstain	1

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia	X		
Adelia				Harpullia	X		
Alphitonia	X			Justicia			
Alpinia	X			Livingstonia	X		
Alyxia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes				Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia	X			Zieria	X		
Corymbia		X		MSCD Lot 21 (SA)	X		
Darwinia	X			MSCD Lot 81 (SA)	X		
Felicia	X			MSCD Lot 83 (MM)			X

6. Correspondence for Information:

CFI 7 – Feedback from Extreme Weather Event (Cyclone):

- Cassia and Schotia Is MNs noted minimal communication regarding the storm response.
- Chairperson (CP) SS suggested a compilation of feedback from the RBCs for improvement.
- **Action:** MNs to feedback suggestions.
- Cassie (GM) explained the facilities team contacted multiple companies to arrange post-event services; however, most providers were booked.
- CP communicated with Paul Sanders, SC Golf & Country Club, to explore the possibility of using the clubhouse as a community centre in the event of a power outage. Paul indicated the club lacked a generator and would be inaccessible, as it was secured with sandbags.
- **Action:** CP suggested the PBC consider investing in a generator for extreme weather events.
- Schotia Is MN revisited the idea of a community app and enquired about its progress. Cassia MN expressed his concern about a lack of progress.
- **Action:** Suggestions from MNs for components for the app to be sent to Peter Cohen, Cassia MN.
- The SCGCC app is specifically designed for golf clubs and functions as a management tool rendering it unsuitable as a community app.
- **Action:** CP recommended the GM explore existing communication tools and potential app options.

CFI 8 – Geese Relocation:

- Livingstonia MN enquired what protection will be provided for the geese when they are relocated.
- **Action:** CP advised Ian Duncan to be invited to participate with Biodiversity as he has nurtured the flock for many years.

CFI 9 – Wildlife Management Control & Lake System:

- CP advised, the chairperson of Corymbia, Kate Bourke, had raised concern about expenditure from the PTBC on items other than the primary thoroughfare.
- CP mentioned the PTBC can provide services to PBC (SCRA).
- **Action:** CP advised seeking legal advice to make a determination.
- Washingtonia MN enquired into the \$50,000 budget line item for Biodiversity.
- Schotia Is MN requested the Biodiversity Report.
- **Action:** A copy will be distributed to the MNs.
- Alyxia MN enquired whether the hares were baited. Multiple dead hares are evident in areas around Sanctuary Point.
- **Action:** Biodiversity to be advised.

7. Correspondence for Action:

CFA 1 – Approval for Extension on water bill Lot 86:

- **Action:** PBC approved extension to 28th March 2025.

CFA 2 – Water Egress - Darwinia:

- CP provided an update on drainage and tree-related issues in Darwinia. He highlighted residents' concerns about significant water runoff from Darwinia Park into properties. CP and the GM met with concerned residents to develop a mitigation plan.
- **Action:** Facilities Management will engage an engineer to assess the situation and provide a report on the best course of action.
- Zieria MN reiterated concerns about the irrigation issue at Sanctuary Greens and enquired about the project's start date.
- CP confirmed that its inclusion in this year's project plan.

- Zieria MN also asked for an update on the A-Class water project, noting it was supposed to be completed and operational last year. He expressed concerns about the absence of a report on completed works.
- CP explained the issue was explained in the February EGM. It is currently with lawyers due to contractual legal matters. Specific details cannot be revealed due to the need for confidentiality. CP stated a final offer has been made and both parties are working towards a resolution.
- Schotia Is MN raised concerns about limited water availability in parks for grass maintenance.
- **Action:** Report from Facilities Manager required.

8. General Business:

Fibre to the Home (FTTH) – Shaun Clarke (SC) Project Leader:

SC provided the following information:

- The system was originally designed in 2009, when it was considered cutting-edge technology.
- FTTH consists of three components: the security system, the communication network (including internet and television), and the cabling infrastructure. The asset is wholly owned by the PBC.
- There are 12 different ONUs (Optical Network Units), and half have the capability for upgrades.
- Since the system's installation, residents have contributed over \$6.9 million, and an annual expenditure to OptiComm amounting to approximately \$412,000.
- **Action:** SC will establish a small working party, including residents with experience and expertise, and an independent consultant, to devise future plans and potential solutions.
- All remaining available ONUs have been purchased to ensure sufficient supply for newly built houses; however, the manufacturer has discontinued production.

Administration & Management Agreement (AMA) Update – Cheryl McBride (CM):

CM advised:

- Two separate agreements have been drafted by Brogan (BW) in consultation with the working party.
- The agreements are separate from the PTBC and are established between the PBC and Sanctuary Cove Community Services Ltd (SCCSL).
- The agreements cover two areas: Body Corporate Administration and Facilities Management.
- **Action:** By Friday, 03/04 the MNs will be provided with a copy of each draft. Feedback will be sought from the MNs and their RBC committee members. Feedback must be provided for the April & May EGM before being presented at the RBC EGMs in June.
- **Action:** Jodie (JS) will send a copy of the current AMA alongside the amended version to cross reference the proposed changes.
- The PBC must notify their intention to SCCSL to make changes to the current AMA by 31st July 2025.
- CP stated the RBC's agreements will need to be reviewed in consultation with SCCSL and the RBC.
- Zieria MN enquired with the new agreement coming into effect from the 1st of November 2025 for 12 months, what is the required notice for termination?
- **Action:** CM advised she will find out the exact timeframe and report back.

Governance Review Update – Simone Hoyle (SH)

SH advised:

- The EC is supportive of her leading this project.
- There are over 30 recommendations to improve governance that will determine a best-fit model.
- **Action:** The PBC should approve the latest revision of the Blueprint and consider an implementation plan.
- **Action:** SH will present an improvement plan to the EC in April, gather feedback, determine alignment, and establish priorities and sequencing.

- The governance improvement plan is a three-year endeavour, requiring focus on leadership, decision making and engagement.
- **Action:** The plan will be added to the EC agenda in April and subsequently presented at the PBC meeting for input and feedback.
- **Action:** In May, the EGM will vote on the plan's implementation. This will ensure enough time for RBC engagement and consultation. Following, the implementation stage will begin.
- **Action:** SH will distribute Governance Review documentation to Member Nominee's after the next PBC EC meeting.
- **Action:** SH is looking forward to the MNs' suggestions to strengthen and implement the plan.
- **Action:** Livingstonia MN suggested a special meeting devoted to this initiative. The MNs agreed. A date to be determined.

General Business Issues:

- Colvillia MN questioned the lack of a tree management plan, citing multiple residents' concerns about large gum trees near homes in Colvillia.
- **Action:** The GM advised she would ask the Facilities Manager to attend the next EGM to provide feedback on related questions.
- Cassia MN raised the issue that the lights on the new village gate road were not working, from the old gates to the roundabout.
- **Action:** CP suggested sending a letter to Mulpha to address the matter.

There being no further business the chairperson declared the meeting closed.

MEETING CLOSED at 12:32 PM

Chairperson: Mr Stuart Shakespeare X.....

PBC

POLL VOTING CALCULATOR Motion 2 - ST Bylaw Dog Park

MEETING DATE 27/03/2025

Motion 2

STAGE		LOTS	ENT		MEMBERS PRESENT	VP	PROXY	VOTE COUNT
\$1	1	Acacia	1	28	1.54%	Michael Longes	VP	
\$2	2	Adelia	1	41	2.25%	No Rep at PBC	No Rep at PBC	
\$2	3	Alphitonia	1	39	2.14%	Stephen Anderson	VP	
\$2	4	Alpinia	1	75	4.11%	Dianne Taylor		
\$2	5	Alyxia	1	46	2.52%	Neill Ford		
\$2	6	Ardisia	1	55	3.02%	No Rep at PBC	No Rep at PBC	
\$1	7	Araucaria	1	98	5.38%	Maxine Monroe		
\$2	8	Banksia Lakes	1	50	2.74%	Andrea Luyckx		
\$1	9	Bauhinia	1	92	5.05%	Peter Hawley		
\$2	10	Caladenia	1	31	1.70%	Tony McGinty		
\$1	11	Cassia	1	116	6.36%	Peter Cohen		
\$1	12	Colvillia	1	104	5.70%	Robert Nolan		
\$2	13	Corymbia	1	37	2.03%	Shawlene Nefdt	VP	
\$2	14	Darwinia	1	22	1.21%	Jane Burke		
\$2	15	Felicia	1	48	2.63%	Stuart Shakespeare		
\$2	16	Fuschia	1	19	1.04%	Nabil Issa	VP	
\$1	17	Harpullia	1	76	4.17%	Paul Kernaghan	VP	
\$2	18	Justicia	1	48	2.63%	No Rep at PBC	No Rep at PBC	
\$1	19	Livingstonia	1	96	5.27%	Brian Earp		
\$2	20	Molinia	1	30	1.65%	Cheryl McBride		
\$1	21	Plumeria	1	88	4.83%	Nicholas Eisenhut	VP	
\$1	22	Roystonia	1	65	3.57%	Simone Hoyle		
\$2	23	Schotia Island	1	113	6.20%	Wayne Bastion		
\$2	24	Tristania	1	78	4.28%	Mark Winfield		
\$1	25	Washingtonia	1	115	6.31%	David Francis		
\$2	26	Woodsia	1	27	1.48%	Peter Hay		
\$2	27	Zieria	1	26	1.43%	Hugh Martin		
	28	MSCD	1	110	6.03%	Stephen Anderson	VP	
	29	MSCD	1	20	1.10%	Mick McDonald	VP	
	30	MSCD	1	30	1.65%	Stephen Anderson	VP	
			30	1823			3	

UNFINANCIAL	ELIGIBLE TO VOTE	VOTING (LOTS)			POLL VOTE RESULTS			
		Yes	No	ABSTAIN	YES	NO	ABSTAIN	TOTAL
	28	28			28			
	41							
	39	39			39			
	75	75			75			
	46	46			46			
	55							
	98	98			98			
	50							
	92	92			92			
	31	31			31			
	116	116			116			
	104		104			104		
	37			37			37	
	22	22			22			
	48	48			48			
	19	19			19			
	76	76			76			
	48							
	96	96			96			
	30	30			30			
	88	88			88			
	65	65			65			
	113	113			113			
	78	78			78			
	115	115			115			
	27	27			27			
	26	26			26			
	110	110			110			
	20	20			20			
	30	30			30			
0	1823	0	0	0	1488	104	37	1629
0				0	81.62%	5.70%	2.03%	

SUMMARY

TOTAL MEMBERS AT MEETING 27

TOTAL MEMBERS ELIGIBLE TO VOTE 27

LOTS PRESENT AT MEETING 1823

TOTAL MEMBERS ELIGIBLE TO VOTE 1823

TOTAL ENTITLEMENTS ELIGIBLE TO VOTE 1823

YES 1488 81.62%

NO 104 5.70%

ABSTAIN 37 2.03%

1629 89.36%

NO VOTE ENT 0 0.00%

POLL SPECIAL DISSENT

CARRIED RESOLVED

FAILED

PBC		POLL VOTING CALCULATOR Motion 3 - ST Bylaw Damage and Improvements																
		Motion 3							VOTING (LOTS)			POLL VOTE RESULTS						
STAGE		LOTS	ENT		MEMBERS PRESENT	VP	PROXY	VOTE COUNT	UNFINANCIAL	VOTE	Yes	No	ABSTAIN	YES	NO	ABSTAIN	TOTAL	
s1	1 Acacia	1	28	1.54%	Michael Longes	VP				28	28			28				
s2	2 Adelia	1	41	2.25%	No Rep at PBC		No Rep at PBC			41								
s2	3 Alphitonia	1	39	2.14%	Stephen Anderson	VP				39	39			39				
s2	4 Alpinia	1	75	4.11%	Dianne Taylor					75	75			75				
s2	5 Alyxia	1	46	2.52%	Neill Ford					46	46			46				
s2	6 Ardisia	1	55	3.02%	No Rep at PBC		No Rep at PBC			55								
s1	7 Araucaria	1	98	5.38%	Maxine Monroe					98	98			98				
s2	8 Banksia Lakes	1	50	2.74%	Andrea Luyckx					50								
s1	9 Bauhinia	1	92	5.05%	Peter Hawley					92	92			92				
s2	10 Caladenia	1	31	1.70%	Tony McGinty					31	31			31				
s1	11 Cassia	1	116	6.36%	Peter Cohen					116	116			116				
s1	12 Colvillia	1	104	5.70%	Robert Nolan					104	104			104				
s2	13 Corymbia	1	37	2.03%	Shawlene Nefdt	VP				37			37			37		
s2	14 Darwinia	1	22	1.21%	Jane Burke					22	22			22				
s2	15 Felicia	1	48	2.63%	Stuart Shakespeare					48	48			48				
s2	16 Fuschia	1	19	1.04%	Nabil Issa	VP				19	19			19				
s1	17 Harpullia	1	76	4.17%	Paul Kernaghan	VP				76	76			76				
s2	18 Justicia	1	48	2.63%	No Rep at PBC		No Rep at PBC			48								
s1	19 Livingstonia	1	96	5.27%	Brian Earp	VP				96	96			96				
s2	20 Molinia	1	30	1.65%	Cheryl McBride					30	30			30				
s1	21 Plumeria	1	88	4.83%	Nicholas Eisenhut	VP				88	88			88				
s1	22 Roystonia	1	65	3.57%	Simone Hoyle					65	65			65				
s2	23 Schotia Island	1	113	6.20%	Wayne Bastion					113	113			113				
s2	24 Tristania	1	78	4.28%	Mark Winfield					78	78			78				
s1	25 Washingtonia	1	115	6.31%	David Francis					115	115			115				
s2	26 Woodsia	1	27	1.48%	Peter Hay					27	27			27				
s2	27 Zieria	1	26	1.43%	Hugh Martin					26	26			26				
	28 MSCD	1	110	6.03%	Stephen Anderson	VP				110	110			110				
	29 MSCD	1	20	1.10%	Mick McDonald	VP				20	20			20				
	30 MSCD	1	30	1.65%	Stephen Anderson	VP				30	30			30				
		30	1823					3	0	0	1823	0	0	0	1592	0	37	1629
												0			87.33%	0.00%	2.03%	

SUMMARY

TOTAL MEMBERS AT MEETING	27
TOTAL MEMBERS ELIGIBLE TO VOTE	27

LOTS PRESENT AT MEETING	1823
TOTAL MEMBERS ELIGIBLE TO VOTE	1823

TOTAL ENTITLEMENTS ELIGIBLE TO VOTE	1823
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	POLL	SPECIAL	DISSENT
YES	1592	87.33%	
NO	0	0.00%	
ABSTAIN	37	2.03%	
	1629	89.36%	
NO VOTE ENT	0	0.00%	

From: [Brogan Watling](#)
To: [Jodie Syrett](#)
Subject: Motions for PBC and PTBC | Re further Hydrovision Costs
Date: Thursday, 27 March 2025 12:08:41 PM
Attachments: [image001.png](#)

Hi Jodie

Motions below for next PTBC and PBC EGM relating to Hydrovision costs.

This should be run past Stuart and Steve to make sure they are happy with the motion and explanatory note provided. They can make any changes they think are necessary.

Consideration will need to be given as to whether these costs remain within the budgeted expenditure (see highlighted part below). I cannot recall if this is something finance tracks or if it something you track (so you may need to ask finance for an updated financial position of PBC/PTBC). If it is not budgeted, consideration will need to be given to whether a special levy is required to be raised.

There may be another motion to come regarding a Deed of Settlement if negotiations go the way we are hoping. If so, I will let you know as soon as I can.

PTBC

Motion #X: Authorisation of further legal expenditure for dispute with Hyrdovision (ordinary resolution)

That the PTBC retrospectively authorises further legal expenditure in the amount of \$3,000 ex GST for the costs of Colin Biggers & Paisley providing ongoing advice and assistance to the PTBC with respect to its dispute with Hydrovision.

Explanatory Note:

With the assistance of Colin Biggers & Paisely (CBP), the PTBC and PBC have exchanged without prejudice settlement offers with Hydrovision in an attempt to bring about a resolution to the current dispute. These further costs are to cover some of those past and ongoing settlement discussions as well as the anticipated costs of CBP drafting and negotiating an appropriate Deed of Settlement and Release should the parties be able to reach an agreement. Note: a total of \$10,000 is estimated for this stage of work with 70% to be paid by the PBC.

PBC

Motion #X: Authorisation of further legal expenditure for dispute with Hyrdovision (ordinary resolution)

That the PBC retrospectively authorises further legal expenditure in the amount

of \$7,000 ex GST for the costs of Colin Biggers & Paisley providing ongoing advice and assistance to the PBC with respect to its dispute with Hydrovision.

Explanatory Note:

With the assistance of Colin Biggers & Paisley (CBP), the PBC and PTBC have exchanged without prejudice settlement offers with Hydrovision in an attempt to bring about a resolution to the current dispute. These further costs are to cover some of those past and ongoing settlement discussions as well as the anticipated costs of CBP drafting and negotiating an appropriate Deed of Settlement and Release should the parties be able to reach an agreement. Note: a total of \$10,000 is estimated for this stage of work with 30% to be paid by the PTBC.

Kind Regards,

BROGAN WATLING

In-house Counsel

Email brogan.watling@scove.com.au

Main 07 5500 3333 | enquiries@scove.com.au

Address PO Box 15 | Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212

Web oursanctuarycove.com.au

My working days are Monday, Tuesday, Thursday and Friday



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Darwinia - 1911 Sunningdale Court - Road frontage, drainage and parking request.

Dear PBC

I am writing to formally request an extension to the Sunningdale Court road/laneway to improve access to 1911 Sunningdale Court, the construction of pedestrian access from Sunningdale Court to Pinehurst Drive, and the creation of two visitor car spaces directly opposite 1912.

Background: Currently, 1911 has a short frontage providing access to a basement garage. However, we feel the subdivision was created without finalising the roadway and connection to Pinehurst Drive. Additionally, the existing stormwater drainage system directs water back onto itself directly opposite the driveway of 1911, causing excessive saturation of the turf area. This issue has been particularly evident during recent heavy rainfall, such as the ex-tropical cyclone event.

To address these concerns, I propose the following:

1. Roadway Extension & Walkway Installation

- Extend the existing roadway by 7 metres, matching the full width.
- Construct a 1.5-metre-wide (estimate) pedestrian walkway connecting to the Pinehurst Drive to the Sunningdale extension.

2. Drainage Improvements

- Relocate stormwater drainage to the end of the new roadway to prevent excess runoff from accumulating on the turf area.
- Currently, excess water flows across the grass, down the hill, and into Harbour 4. There is also significant pooling in front of 1839 that does not drain effectively.

3. Additional Visitor Parking

- Allocate two additional visitor parking spaces directly opposite 1912.
- These spaces would replace a portion of the grassed apron area adjacent to the side boundary of 1910.
- This would serve visitors to 1910, 1911, 1912, 1913, and other nearby residences.
- The occupants of 1912 have expressed their agreement with this proposal.

4. Pathway & Buggy Access Consideration

- Currently, square rocks at the end of 1911 obstruct buggy access to Pinehurst Drive.
- If a hard surface pathway is created, would it be practical to allow buggy access? While we do not currently own a buggy, this could be beneficial for neighbouring properties. We are open to either option.

By finishing the roadway, we can complete our landscaping in order to compliment the works.

COSTS ASSOCIATED

Our thoughts are that the roadway should be at the expense of PBC and/or Mulpha as the developer (we will leave the politics to both of you), however we would be agreeable to finish off the landscaping abutting our property at our expense.

Upon inspection of the site, it will be obvious that we have invested heavily into the landscaping, in general well in excess of PBC or Mulpha's expectations. In turn, we maintain the lawn area directly in front of our home.

1. **This has been a discussion for more than a year.** We are advised that any works agreed by PBC have to be allocated into the next financial year's budget being FY 25/26 .
2. **We are very keen to see this area completed to a standard in keeping with the overall neighborhood.**

WORKS

Visitor Parking

Install 2x Angled parking bays opposite 1912 Sunningdale Court

Historical Information – *In 2019, feedback was requested from each body corporate to identify potential locations for parking areas or bays. I believe that Darwinia body corporate did not provide any feedback at the time, therefore no parking bays were allocated or installed within this body corporate's area as part of the project.*





Install access pathway (Pedestrian)

The current pedestrian access consists of a grassed walkway through sandstone blocks and/or a garden bed. Installing a formal pathway would not only improve pedestrian safety and accessibility but also provide an opportunity to upgrade drainage in the area.



Darwinia - 1911 Sunningdale Court - Road frontage, drainage and parking request.

Extension of Road/laneway- Sunningdale Court

The roadway extension will complete the subdivision, whilst providing normal vehicle access to 1911, improved drainage and safety for all people who use this route for walking regularly, which is considerable in numbers.



As the owners of 1911 we are very proud homeowners who will continue to expend in order to keep this area looking exceptional at all times going forward. In order to do so, it is important that the subdivisional works are completed firstly.

At any time, we are available for further discussion and would like to be included in any final decision making by PBC.

Thank you,

Barry and Karen Plant.



DATE: 9 April 2025

TO: SANCTUARY COVE PRINCIPAL BODY CORPORATE
C/- Sanctuary Cove Body Corporate Services Pty Ltd
Manager Body Corporate – Jodie Syrett / PBC
Jodie.syrett@scove.com.au / PBC@scove.com.au

FROM: Members Nominee – Mrs Jane Burke
DARWINIA GTP 107488

Dear PBC Secretary

Darwinia Body corporate has resolved the following motion at a voting outside committee meeting on the 9 April 2025, for inclusion in the next PBC EGM:

THAT the PBC EGM agrees to consider the attached scope of works for road, parking and drainage improvements in and around 1911 Sunningdale court within Darwinia 107488 for inclusion in 1 November 2025 - 31 October 2026 Financial year schedule work budget.

The supporting scope of works and information (Darwinia – PBC EGM Scope of works attachment) is attached for inclusion with the motion.

Thank you for your time in consideration of these matters.

Mrs Jane Burke
Members Nominee, DARWINIA GTP 107488

PLUMERIA BODY CORPORATE GTP 2207

A part of the Sanctuary Cove Resort Community



Dear PBC,

Please find enclosed a motion resolved by the Plumeria Residential Body Corporate Committee at its meeting on 29 March 2025, for inclusion at the next PBC EGM:

Motion:

That the PBC take urgent steps to amend RZABL 4.4.2 consistent with the resolution reached by the PBC Executive Committee at its meeting on 28 August 2023.

The supporting preamble is attached for your reference, providing background and rationale for the requested amendment.

We trust this motion will be tabled for consideration at the next EGM, and we look forward to the PBC taking the necessary steps to progress this long-outstanding matter.

Kind regards,

On behalf of Plumeria Body Corporate Committee

John Reid

Plumeria Chairman

Preamble Recreational Vehicle Motion to Upcoming PBC EGM

Residential Zone Activity By-Laws (RZABL's) contain By-Law 4.4.2, used by the PBC for the purpose of controlling parking, storage or keeping of Recreational Vehicles on Residential Lots. Recreational Vehicles include, but are not limited to, camper units, motorhomes, boats and boat trailers. Historically, the PBC has relied on By-Law 4.4.2 controls to permit recreational vehicles to be parked on a Lot's designated parking areas only if the recreational vehicle is screened so that it is not visible from the Secondary Thoroughfare. In 2022 the PBC, relying on RZABL 4.4.2, made an application to the Office of the Commissioner for Body Corporate and Community Management seeking judgement in respect to a breach arising from a recreational vehicle being parked on a Lot's designated parking area without being screened from the Secondary Thoroughfare. This application was dismissed, the Referee's Order concluding that RZABL By-Law 4.4.2 wording does not, as currently written, impose a condition that a recreational vehicle can only be parked on a Lot's designated parking areas if screened from the Secondary Thoroughfare.

At its meeting on 28 August 2023, following recommendation by Plumeria, the PBC Executive Committee agreed to amend RZABL 4.4.2 to render the PBC's intent enforceable. To date this decision has not been ratified by the adoption of a motion at a PBC EGM. Subsequently, in October 2023 the PBC advised Plumeria that to incorporate the Referee's recommendations into the PBC RZABL's would require substantial change and be time consuming. It was the PBC's suggestion that if Plumeria wishes to have in place changes that align with PBC intent and incorporate the Referee's suggestions in a reasonable time frame, it simply amend the wording of equivalent by-law 4.3, contained in the Building Units and Group Titles Act, (BUGTA) General By-Laws, available to all Residential Body Corporates within Sanctuary Cove.

Plumeria resists this advice on grounds that the application of ad hoc solutions to universal controls, dismantles cohesion, creates a patchwork of conflicting requirements across RBC's, is inconsistent with the concept of 'Our Sanctuary Cove' and disrespects residents who are fulfilling their clear understanding of PBC obligations.

RZABL (Recreational Vehicles) corrections, agreed by the PBC EC to be necessary, have now been outstanding for over two years. In contrast, Special Resolution amendments, having the unrelated purpose of resolving Secondary Thoroughfare By-Law conflicts (Animal Controls), have been proposed and agreed on first reading at the PBC EGM on 27 March 2025.

PLUMERIA BODY CORPORATE GTP 2207

A part of the Sanctuary Cove Resort Community



Dear PBC,

Please find enclosed a motion resolved by the Plumeria Residential Body Corporate Committee at its meeting on 29 March 2025, for inclusion at the next PBC EGM:

Motion:

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On behalf of Plumeria Body Corporate Committee

John Reid

Plumeria Chairman

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RZABL (Recreational Vehicles) corrections, agreed by the PBC EC to be necessary, have now been outstanding for over two years. In contrast, Special Resolution amendments, having the unrelated purpose of resolving Secondary Thoroughfare By-Law conflicts (Animal Controls), have been proposed and agreed on first reading at the PBC EGM on 27 March 2025.

Motion [4]: Entry into Deed of Settlement and Release with Hydro Vision (ordinary resolution)

That the PBC authorises entry into the Deed of Settlement and Release to settle the dispute with Hydro Vision Pty Ltd, generally on the terms set out in the document circulated with the agenda. And that any two Executive Committee members are authorised to sign the Deed of Settlement and Release.

Explanatory Note

Background

On 8 September 2022, the Sanctuary Cove Principal Body Corporate (PBC) and the Sanctuary Primary Thoroughfare Body Corporate (PTBC) entered into a fixed price contract with Hydro Vision Pty Ltd (HV) for the performance of certain work relating to the supply of A Class Water to the Resort (Stage 1). The value of that contract was significant, being \$5,352,758.26.

The work achieved practical completion on 22 November 2023.

On 4 March 2023, after the contract was at end and without notice to the PBC and the PTBC, HV issued an invoice in the amount of \$240,000 (plus GST) which they said was for “out-of-scope” tank sub-base work necessary to ensure the suitability of the ground to support the water tanks.

At an EGM held on 27 June 2024, the PBC and PTBC agreed to the engagement of a lawyer to advise on the potential liability for the additional invoice and the settlement offer made by HV. The advice from Colin Biggers & Paisley Lawyers (CBP) was that it was unlikely HV’s claim would be successful, but it was not impossible. Since that time, CBP has been working closely with the Chairpersons of the PBC and PTBC, Shany Fox and Brogan Watling exchanging correspondence with HV in an attempt to bring this matter to a resolution.

Next steps

Although the Chairpersons of the PBC and PTBC are confident with their position in this dispute, the reality is that there is no certainty in litigation. They hold significant concerns around a protracted and expensive court proceeding and the impact it may have on the progress of the A Class Water project and the levies required to meet the legal expenses that will be incurred.

After spending considerable time weighing up what path would be in the best interests of its members, the Chairperson of the PBC (with the support of the Executive Committee) now seeks your support to reach a commercial settlement with HV by way of a Deed of Settlement and Release.

The Chairperson of the PTBC will be seeking the same from its members.

A copy of the proposed Deed of Settlement and Release has been circulated with the agenda. A summary of its key terms include:

- PBC and PTBC to pay HV \$153,437.34 (the PBC’s contribution to be 70%, \$107,406.14)
 - This amount consists of:
 - \$75,000 towards the additional invoice of HV (\$240,000 plus GST); and
 - \$78,437.34 of retention monies (out of \$120,591.09) that the PBC and PTBC have held under the contract and not yet returned to HV.
- The PBC and PTBC will retain \$20,000 of retention monies for addressing two significant defects.

- The PBC and PTBC will retain \$22,153.75 of retention monies to take into account money it already paid to HV as a deposit for Stage 2 of the A Class Water project. The PBC and PTBC are already in negotiations with an alternate contractor to complete Stage 2.
- The PBC and PTBC will only attend to payment to HV once it receives the pumps and equipment that are being held by HV and delivery of design documentation and warranties from HV for the Stage 1 contract.

There is no intention to raise a special levy to meet the costs of paying HV the settlement sum. There is money set aside for this project that can be used for this amount. At this stage, the money set aside for this project is also intended to meet the costs of engaging a different contractor to perform the Stage 2 work in place of HV. However, a scope of work has not yet been provided to the contractor and a quote obtained, so the Executive Committee will keep you updated on these anticipated costs.

The Executive Committee recommends that you vote in favour of this motion.

Our Ref: GKB.JYN.2404641

Deed of Settlement and Release

Sanctuary Cove Principal Body Corporate (PBC)

Sanctuary Cove Primary Thoroughfare Body Corporate (PTBC)

Hydro Vision Pty Ltd ACN 641 534 474 (Hydro Vision)

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Details

Date April 2025

Parties

Name	Sanctuary Cove Principal Body Corporate (PBC) & Sanctuary Cove Primary Thoroughfare Body Corporate (PTBC)	
Description	Principal	
Notice Details	Address	c/- Sanctuary Cove Community Services Limited, Shop 1A, Building 1, Masthead Way Sanctuary Cove Queensland 4212
	Attention	Stephen Anderson & Stuart Shakespeare

Name	Hydro Vision Pty Ltd (Hydro Vision)	
ACN	641 534 474	
Description	Contractor	
Notice Details	Address	Unit 1, 52 Neumann Road, Capalaba, Queensland 4157
	Attention	Michael Traynor & Natalie Anne McKay

Background

- A The Principal and the Contractor entered into the Stage 1 Contract and Stage 2 Contract.
- B Certain disputes and differences have arisen between the Principal and the Contractor in connection with the Stage 1 Contract and Stage 2 Contract.
- C Without any admissions as to liability, the Principal and the Contractor have agreed to settle the Claims and the terms contained in this Deed.

Deed

1. Definitions and Interpretation

1.1 Definitions

In this Deed, the terms below have the following meaning:

Business Day means any day except:

- (a) a Saturday or Sunday; or
- (b) a public holiday, special holiday or bank holiday in the place in which any relevant act is to be or may be done;
- (c) any day occurring within any of the following periods:
 - (i) 22 to 24 December;
 - (ii) 27 to 31 December; and
 - (iii) 2 to 10 January.

Claims means all past, present or future claims (known or unknown) for relief of any kind whatsoever including all actions, suits, demands, liabilities (whether arising at law, in tort, in equity, pursuant to statute or otherwise) arising out of, in connection with, or in relation to:

- (a) the Pumps and Equipment;
- (b) the Contractor's invoice, "INV-102880" dated 28 February 2024;
- (c) cash retention held under the Stage 1 Contract;
- (d) Defects and Omissions;
- (e) deposit amount in the sum of \$22,153.75, which was allocated to the Stage 2 Contract;
- (f) the Stage 1 Contract; and
- (g) the Stage 2 Contract,

but not including the Excluded Claims.

Deed means this Deed of Settlement and Release.

Defects and Omissions mean the defects and omissions set out in the Principal's list of defects and omissions dated 11 October 2024, which is enclosed in Annexure B to this Deed.

Design Documents mean all existing design documents the subject of the Stage 1 Contract and Stage 2 Contract.

Excluded Claims means any claims in relation to defects existing in the works performed pursuant to the Stage 1 Contract, not known, or could not reasonably be expected to be known by the parties to this Deed, as at the Effective Date.

Effective Date means the date of exchange of executed counterparts of this Deed.

Nominated Account means:

Account Name: Hydro Vision Pty Ltd
Bank: Westpac Bank
BSB: 034 001
Acc No.: 706 369

Parties means PBC, PTBC and Hydro Vision.

Pumps and Equipment means pumps and equipment set out in Annexure A to this Deed.

Settlement Sum means \$153,437.34 inclusive of GST.

Stage 1 Contract means construction contract between PBC, PTBC and Hydro Vision entered into and entitled "Major / Minor Works Contract", dated 8 September 2022.

Stage 2 Contract means construction contract between PBC, PTBC and Hydro Vision entered into and entitled "Major / Minor Works Contract", dated 23 November 2023.

Storage means storage at 52 Neumann Street, Capalaba.

Warranties mean all manufacturers' and suppliers' (including Hydro Vision's) warranties for the Pumps and Equipment.

1.2 Interpretation

In the interpretation and application of this document, unless the context otherwise requires:

- (a) any reference to the background, or any schedule, attachment or exhibit, is a reference to that thing which is part of this document;
- (b) in calculating any period of time commencing from a particular day, the period commences on the following day and the following day counts as part of that period;
- (c) where an expression, word or phrase is given a particular meaning, then other parts of speech based on that expression, word or phrase and other grammatical forms of that expression, word or phrase, have corresponding meanings;
- (d) the rule of interpretation which sometimes requires that a document be interpreted to the disadvantage of the party which put the document forward, does not apply;
- (e) a reference to this document or any other agreement, arrangement or document, includes any variation, novation, supplementation or replacement of them;
- (f) where an expression is defined anywhere in this document, it has the same meaning throughout;
- (g) a reference to any gender includes all genders;
- (h) headings are for convenience of reference only and do not affect interpretation;
- (i) a mention of anything after include, includes or including, does not limit what else might be included;

- (j) if an example is given of anything, including an example of a right, obligation or concept, the example does not limit the scope of that thing;
- (k) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and also any subordinate legislation issued under, that legislation or legislative provision;
- (l) a reference to dollars or \$ is to an amount in Australian currency;
- (m) the singular includes the plural and vice versa;
- (n) a reference to any party to this document or to any other document or arrangement, includes that party's legal personal representatives, substitutes (including, without limitation, any person taking by novation), successors and permitted assigns;
- (o) a reference to a person includes a body corporate, partnership, joint venture, incorporated or unincorporated association, authority, state, government, or government or quasi-government body;
- (p) a reference to anything (including any amount) is a reference to the whole or any part of it (except that nothing in this provision excuses a party from performing the whole of an obligation just because they have performed part of the obligation);
- (q) an agreement, undertaking, representation or warranty by or in favour of two or more persons, binds or is for the benefit of all of them jointly and each of them individually.

2. Operative Provisions

2.1 Inspection and handover of the Pumps and Equipment and Design Documents

- (a) Hydro Vision warrants that each of the Pumps and Equipment is within its possession and kept in the Storage.
- (b) Hydro Vision must provide PBC and PTBC with access to the Storage within 5 Business Days from the Effective Date (**Inspection Date**).
- (c) If, on the Inspection Date, PBC and PTBC are reasonably dissatisfied with some or all of the Pumps and Equipment, either PBC or PTBC may notify Hydro Vision in writing that it rejects the hand over of the Pumps and Equipment and this Deed is terminated and for the avoidance of doubt, PBC or PTBC are not required to pay to Hydro Vision the Settlement Sum under this Deed.
- (d) Subject to subclauses 2.1(a), (b) and (c) above, Hydro Vision must:
 - (i) on the Inspection Date, hand over the Pumps and Equipment to PBC and / or PTBC. PBC and PTBC must, at their own costs, arrange transportation of the Pumps and Equipment immediately thereafter; and
 - (ii) return and deliver to PBC and PTBC a copy of all of the Design Documents and Warranties.

2.2 Payment of Settlement Sum

- (a) Subject to clauses 2.1(c), 2.2(d) and 2.2(e) of this Deed, PBC must pay to Hydro Vision the Settlement Sum by electronic transfer into the Nominated Account immediately upon:

- (i) handover of the Pumps and Equipment; and
 - (ii) return and delivery of all of the Design Documents and Warranties.
- (b) The Parties acknowledge and agree that the obligations referred to in subclauses 2.1(d) and 2.2(a) of this Deed are to be performed by way of simultaneous exchange.
- (c) Each party to this Deed shall take all steps reasonably necessary to effect completion of the obligations stated in subclauses 2.1(b), 2.1(d) and 2.2(a) of this Deed and in the event that any Parties are in default in respect of such obligations, that party shall be deemed to be in default of this Deed.
- (d) If the obligations referred to in subclauses 2.1(d) and 2.2(a) of this Deed are not performed by 30 April 2025, this Deed is automatically terminated.
- (e) If only one party performs its obligations under this Deed, the defaulting party must do all things to return all the benefits it received under this Deed and to restore the Parties to the original positions they would have been had this Deed not been executed.

2.3 Release

Upon completion of the obligations set out in subclauses 2.1(d) and 2.2(a) of this Deed, the Parties shall unconditionally and irrevocably mutually release and discharge each other from the Claims.

2.4 Termination of the Stage 2 Contract

Upon completion of the obligations set out in subclauses 2.1(d) and 2.2(a) of this Deed, the Parties acknowledge and agree that the Stage 2 Contract is mutually terminated.

2.5 Preservation of Rights

Notwithstanding anything in this Deed, the Parties agree that this Deed shall in no way affect or diminish the rights of PBC and PTBC under the Stage 1 Contract with respect to any defects in the works carried out under the Stage 1 Contract not known or that could not reasonably be expected to be known by PBC or PTBC as at the Effective Date.

2.6 Defects acknowledgement

Hydro Vision acknowledges that as at the Effective Date, it is not aware of any defects in the works carried out under the Stage 1 Contract which have not otherwise been notified to PBC or PTBC.

3. General

3.1 Confidentiality

- (a) This Deed and its entire contents are confidential.
- (b) Each party undertakes to the other that it will not disclose the existence of the Deed or any of its contents to any other person unless:
 - (i) it is for the purpose of enforcing this Deed or any of its terms;
 - (ii) a party has prior written consent of the other party, which consent shall not be unreasonably withheld;

- (iii) a party is compelled by law to make the disclosure; or
- (iv) the disclosure is made in confidence to a party's professional legal or financial advisors for the bona fide purposes of obtaining legal or financial advice.

3.2 Warranty and acknowledgement

Each of the signatories to this Deed represents and warrants to the other that it:

- (a) entered into this Deed voluntarily;
- (b) has full authority to enter into this Deed on behalf of the party on whose behalf it has executed this Deed and to bind that party to the terms of this Deed;
- (c) has had adequate opportunity to obtain competent legal and other professional advice concerning the terms and effect of this Deed;
- (d) has had the opportunity to negotiate the terms of this Deed;
- (e) considers that the terms of this Deed are fair in all the circumstances; and
- (f) considers that the terms of this Deed are binding upon them according to its terms.

Each party acknowledges that in executing this Deed it is acting for its own account and is not relying on any representations, information or advice which may have been given by or on behalf of the other parties.

3.3 Bar

This Deed may be pleaded as a full and complete defence by either party to any claim, suit, demand or proceedings commenced now or in the future by either party arising out of, in connection with or in relation to the Claims the subject of the releases referred to in clause 2.3 of this Deed.

3.4 Severance

Any provision of this Deed which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions of this Deed.

3.5 Amendments

No amendment, variation or modification of this Deed is effective unless in writing and signed (in one or more counterparts) by each of the parties.

3.6 Costs

Each of the parties to this Deed must bear its own costs including legal costs in connection with the preparation and execution of this Deed.

3.7 Counterparts

This Deed may be executed in any number of counterparts. If this Deed is executed in counterparts, each counterpart is an original and all of the counterparts together constitute the same Deed.

3.8 Entire Agreement

This Deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, representations, agreements, warranties and understandings between the parties in connection with the subject matter.

3.9 Further Steps

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other parties may reasonably require to give full effect to the terms and conditions of this Deed and this paragraph shall subsist notwithstanding completion hereof. Each party shall give effect to the terms of this Deed in a timely manner.

3.10 Governing Law

This Deed is governed by and is to be interpreted according to the laws in force in Queensland. The parties submit to the exclusive jurisdiction of the courts operating in Queensland.

Signing Page

Signed sealed and delivered by each party as a Deed

The common seal of
**Sanctuary Cove
Resort Principal
Body Corporate
(PBC)** was affixed on
___/04/2025 pursuant
to a resolution of the
PBC in the presence
of

_____	_____
_____	_____
_____	_____

The common seal of
**Sanctuary Cove
Resort Primary
Thoroughfare Body
Corporate (PTBC)**
was affixed on
___/04/2025 pursuant
to a resolution of the
PTBC in the
presence of

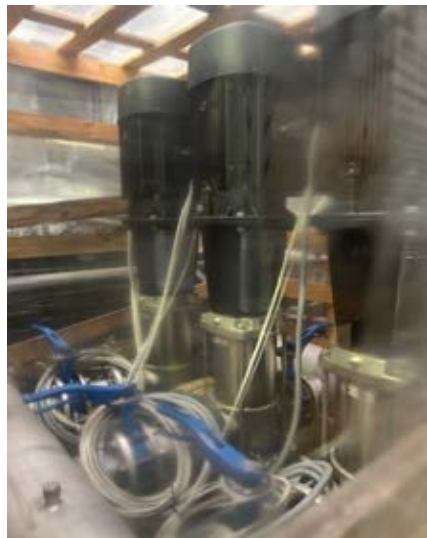
_____	_____
_____	_____
_____	_____

Signed for and on
behalf of **Hydro
Vision Pty Ltd ACN
641 534 474** in
accordance with
section 127 of the
*Corporations Act
2001* (Cth)

_____	_____
sign	sign
_____	_____
office (director or secretary)	office (director or secretary)
_____	_____
full name	full name

Annexure A

- (A) the bunker pump set and control panel;
- (B) the pump set and control panel for Cassia;
- (C) bunker crane; and
- (D) Cassia structure fence screens;



Annexure B

Item No.	Date added	Item Number	Description of minor defect or minor omission
1	22/11/2023	Item 2.2 Cassia Lakes Pump Work (Booster Pump Station)	Supply/install Pump station structure inclusive of drainage provisions to prevent any standing water within pump shed, reinforced blockwork retaining batter to suit ground slope profile of excavated footprint area, all shed wall panels directly joining to existing pump station wall panels, subsoil drainage with ag pipe and drainage gravel to base of retaining walls, compaction of backfill behind retaining walls level with slope/grade and installation of the additional roof section to existing pump station as per BOQ and Variation 2 requirements.
2	22/11/2023	Item 5.2 Entry Pump and Tank Works (Primary Pump Station)	Installation of engineers approved fencing to the Bunker pump station, with certification of fencing construction, structure design and materials meet all relevant Australian Standards for structural fencing. Reinstate/turf to remaining areas.
3	22/11/2023	Cassia Lakes Pump work	Removal of construction debris, onsite equipment, and materials. Reinstatement of turf. Including watering in for establishment period and any additional topsoil required for subsidence rectification.
4	22/11/2023	Entry Pump and Tanks Work	Supply and install valve pit security lid to incoming Class A supply point. Provide lifting handles for removal of pit lid. <i>Note – Checker plate lids have been installed. This lid does not meet the standards for suitability, particularly concerning the potential risk of falls from a height, given the depth of the pit exceeding 2 meters. It is necessary to replace it with a lid that is lockable, equipped with lifting handles, capable of handling nominal wheel loads and incorporates measures to prevent falls as per relevant legislation.</i>

5	22/11/2023	Entry Pump and Tanks Work (Site Reinstatement)	Rectification of turf adjacent to the CoGC footpath, including watering for establishment period, where site equipment was previously situated (as depicted in image 1 & 2).
			<i>Note – Returfing has occurred, however releveling of potholes is required.</i>
6	22/11/2023	Entry Pump and Tanks Work (Site Reinstatement)	Reprofiling/leveling of land and reinstatement of turf to area located adjacent to Memorial island path (as depicted in image 3). Including watering for establishment period and any additional topsoil required for subsidence rectification.
7	22/11/2023	Entry Pump and Tanks Work (Site Reinstatement)	Rectify subsidence issues of soil/turf covering tanks and apply top dressing to mounds as necessary. Lift and level tank isolation valve box lids to grade.
8	22/11/2023	Entry Pump and Tanks work	Reinstate PTBC/CoGC boundary timber bollards.
			<i>Note: Communication and images provided - 21/12/2023</i>
9	22/11/2023	PC.1 Post Construction - Entry Pump and Tanks work	Furnish finalised copies of Form 12's / Submission of all Form 12's
			1. Waterproofing – Date
			2. Roller doors – Section 5 and Date
			3. Blockwork/Steelwork
			4. Foundation/Slab works
			5. Core boring of blockwork
			6. Ceiling/Roof works
			7. Engineering design

10	22/11/2023	PC.1 Post Construction Entry Pump and Tanks work	Obtain and provide written confirmation from the certifier, validating the acceptability of the certificate of compliance, (endorsed by the engineer) and accompanied by the Form 12 (as per Mike's email on 5/10/2023), acknowledging the documentation as acceptable and recognised for final certification.
11	22/11/2023	Item 5.2 Entry Pump and Tank Works (Primary Pump Station)	<ol style="list-style-type: none"> 1. Supply engineers/consultants' information pertaining to the identified waterproofing issue. 2. Provide copies of completed wall scans 3. Carry out necessary water proofing works as per engineers' requirements 4. Provide certification that the necessary 5. Provide confirmation of all waterproofing works warranties of building structure. water proofing works have been carried out as prescribed. <p><i>Note: Communication Jan 22 – Feb 01. To date no information has been received.</i></p>
12	21/11/2023	PC.1 Post Construction - Cassia Lakes Pump work	PC.1 Post Construction - Cassia Lakes Pump work Provide As Constructed drawings of the bypass valve and pipework connecting to existing station (Variation 2)
13	22/11/2023	Entry Pump and Tank Works	Locate and excavate two (2) existing communications pits covered during tanks construction to provide clear access for future access / service. Reprofile soil to grade with new turf surrounding communication pits as required. All rectification works must return affected areas to same or better condition prior to the area being affected. (As per email dated 09/11/2023)
14	22/11/2023	Mainline Upgrade Works	Restore damaged electrical cabling to streetlight situated at the corner of Gleneagles Terrace and The Parkway. <i>All rectification works must return affected areas to same or better condition prior to the area being affected.</i>
15	22/11/2023	PC.1 Post Construction - Entry Pump & Tanks work	Provide a compliance letter from the certifier addressing each aspect of the building works individually as meeting the required standards.
			<i>Exclusions noted - Emergency lights, Ventilation, Lighting, and Power outlets.</i>
16	22/11/2023	Item 2.2 Cassia Lakes Pump Work (Booster Pump Station)	Furnish finalised copy of Form 12 1. Slab/foundation

17	14/08/2024	Mainline Upgrade Works <i>Completed (16/08/2024)</i>	Mainline securing brackets have failed Email provided to HV 26/07/2024
18	11/10/2024	Item 1.7 Entry Pump and Tank Works (Site Preparation)	3 Phase 415v power cable with neutral, earth and all connections from Energex pillar to control panel location (m) - Upgrade of existing 3 phase power has been undertaken outside of this scope of works. Please provide confirmation/proof of completed works - claimed to 98%
19	11/10/2024	Item 3.1 Entry Pump and Tank Work (Water Storage Tanks)	Provide detailed As Constructed drawings - Water Storage Tanks
20	11/10/2024	Item 3.2 Entry Pump and Tank Work (Water Storage Tanks)	High and Low water level sensor and controls package (Kelco Heavy Duty) installed in tank c/w control panel at pump station, connections, cables, installation in tank Level sensor works not complete works required: - Installation of level sensor at the tank - Termination of level sensor at the tank
21	11/10/2024	Item 5.2 Entry Pump and Tank Work (Water Storage Tanks)	Mechanical RPEQ certified design has not been provided - Undertake design of pump station to accurately show the general arrangement, pipe fittings and connections.
22	11/10/2024	Item 5.3 Entry Pump and Tank Work (Water Storage Tanks)	Delivery of pump station items
23	11/10/2024	Item 5.4 Entry Pump and Tank Work (Water Storage Tanks)	Pump control panels package c/w all associated wiring, connections, digital display, external building alarm light, c/w installation and all fittings as per specification and manufacturer's requirements - Delivery of pump control panel and all fittings as per specification and manufacturer's requirements

24	11/10/2024	Item 5.5 Entry Pump and Tank Work (Water Storage Tanks)	Auto backwash screen Filter, Filtaworx FW250 with dump pipe connected to internal pump room drainage, 2 x butterfly valve, pressure gauges as per design drawings. - Filtaworx FW250 is not installed - provide proof of installation - Undertake design of the system to accurately show the general arrangement, pipe fittings and connections - Installation of system including pressure gauges, valves and connect to internal drainage
25	11/10/2024	Item 5.7 Entry Pump and Tank Work (Water Storage Tanks)	Chemical safety washdown shower with eye wash facility and washdown hose reel plumbed to pump room drainage system, c/w installation and all fittings - Undertake design of the system to accurately show the general arrangement, pipe fittings and connections
26	11/10/2024	Item 5.8 Entry Pump and Tank Work (Water Storage Tanks)	Optional Bunded 200L chemical tank with digital dosing pump for chlorine/ fertigation injection, c/w installation and all fittings No tank or digital dosing pump has been installed; - Provide design, proof of installation. - Delivery of items - Undertake mechanical and electrical design for the 200L chemical pump - Supply and installation of chemical tank - Supply and installation of pump
27	11/10/2024	Item 5.1 Entry Pump and Tank Work (Primary Pump Station)	50mm Air valve, c/w EF flanged fittings, installation Undertake design of the system to accurately show the general arrangement, pipe fittings and connections - Delivery of items - Installation of system including pressure gauges, valves and connect to internal drainage
28	11/10/2024	Item 5.1 Entry Pump and Tank Work (Primary Pump Station)	250mm Butterfly valve, c/w EF flanged fittings, installation Undertake design of the system to accurately show the general arrangement, pipe fittings and connections. - Delivery of items - Installation of system including pressure gauges, valves and connect to internal drainage
29	11/10/2024	Item 5.2 Entry Pump and Tank Work (Primary Pump Station)	Jib or gantry crane (swing arm) 1 ton capacity to allow full access to all pumps and maintenance vehicle c/w installation - Delivery of items - Undertake design, supply and installation of Gantry Crane.

30	11/10/2024	Item 1.5 Cassia Lakes Pump Work (Site Preparation)	3 Phase 415v power extended to new booster pump location (m) Claim 98 Provide design, proof of installation
31	11/10/2024	Cassia Lakes Pump Work Variation 2 - Bypass Works	Confirm through the electrical design that there is sufficient electrical capacity to power both the existing and new pump systems.
32	11/10/2024	Item 2.1 Cassia Lakes Pump Work (Booster Pump Station)	3 Phase 415v power distribution panel and isolator in pump room) <i>Existing board to be re-used as per meeting with Client</i>
33	11/10/2024	Item 2.2 Cassia Lakes Pump Work (Booster Pump Station)	6.0m(W) x 4.0m(L) x 2.4m(D) block work walls (3 sides) matching fence panelling, Colourbond roof structure, penetrations for all pipework and conduits with sealing, engineering drawings and RPEQ certification, installation - Incl. Decommissioning and removal of Existing infrastructure & new Pit Cover - - No design completed, site survey and RPEQ certified design required to ensure the installation of the new Grundfos panel meets AS3000 standards.
34	11/10/2024	Item 2.3 Cassia Lakes Pump Work (Booster Pump Station)	Pump station set has not been delivered to site No RPEQ certified design has been undertaken showing layouts, - Delivery of pump station/items - Undertake mechanical design of pump station to accurately show the general arrangement, pipe fittings and connections.
35	11/10/2024	Item 2.4 Cassia Lakes Pump Work (Booster Pump Station)	Pump control panels package retro fitted into existing cabinetry c/w all associated wiring, connections, digital display, external building alarm light, c/w installation and all fittings as per specification and manufacturer's requirements - Pump control package has not been delivered to site - No RPEQ certified design has been undertaken showing layouts - Delivery of pump station/items
36	11/10/2024	Item 2.5 Cassia Lakes Pump Work (Booster Pump Station)	50mm Air valve, c/w EF flanged fittings, installation – Undertake design of the system to accurately show the general arrangement, pipe fittings and connections – Provide confirmation of installation and/or credit for installation works not complete

37	11/10/2024	Item 2.6 Cassia Lakes Pump Work (Booster Pump Station)	250mm Butterfly valve, c/w EF flanged fittings, installation - Undertake design of the system to accurately show the general arrangement, pipe fittings and connections - Provide confirmation of installation / delivery of materials to site and credit for installation works not complete
38	11/10/2024	Item 2.7 Cassia Lakes Pump Work (Booster Pump Station)	250mm Water check valve c/w installation and all fittings - Undertake design of the system to accurately show the general arrangement, pipe fittings and connections - Provide confirmation of installation / delivery of materials to site and credit for installation works not complete
39	11/10/2024	Item 2.8 Cassia Lakes Pump Work (Booster Pump Station)	Pressure transducer for auto stop / start of pump system when valves are open in the field - Undertake design of the system to accurately show the general arrangement, pipe fittings and connections - Provide confirmation of installation / delivery of materials to site and credit for installation works not complete
40	11/10/2024	Item 2.9 Cassia Lakes Pump Work (Booster Pump Station)	250mm Master control Valve (Globe) / Pulse Water Meter (Bermad 900-M Series) valve c/w - Undertake design of the system to accurately show the general arrangement, pipe fittings and connections - Provide confirmation of installation / delivery of materials to site and credit for installation works not complete
41	11/10/2024	Item 2.1 Cassia Lakes Pump Work (Booster Pump Station)	250mm Master isolation sluice valve c/w installation and all fittings - Claimed 100% - Undertake design of the system to accurately show the general arrangement, master isolation valve, pipe fittings and connections - Provide confirmation of installation / delivery of materials to site and credit for installation works not complete
42	11/10/2024	Item 2.1 Cassia Lakes Pump Work (Booster Pump Station)	250mm MDPE PN12.5 pipework in ground (pump station discharge) c/w EF fittings, trenching, sand bedding, back filling, compaction and marker tape - Lilac Non-Potable (m) - Confirm installation and provide RPEQ certified As Constructed drawings
43	11/10/2024	PC.1 Post Construction Cassia Lakes Pump Station	As Constructed documentation GPS surveyed - Provide RPEQ certified As Constructed drawings <i>Note - Scope of work is not complete therefore As Constructed drawings cannot be completed</i>

44	11/10/2024	Mainline Upgrade Works	Provide Engineering Design Documentation for Class A Mainline Upgrade Works <ul style="list-style-type: none"> Structures: Detailed engineering designs for all relevant structures. Foundations: Engineering design for the foundations supporting the upgrade works. Civil Earthworks: Plans and specifications for all associated civil earthworks Overland Pipe Support Structures: Designs for structures required to support pipes running overland. Bridge Crossings (GCCC Coomera River Culvert): Engineering designs for any crossings involved in the upgrade. Pipe Flotation/Anchor Systems: Designs for systems ensuring pipe stability, including flotation and anchor systems. Hydraulic: Detailed Hydraulic design drawings
45	11/10/2024	PC.1 - Post Construction (Mainline Upgrade Works)	As Constructed documentation GPS surveyed of the above design deliverables <ul style="list-style-type: none"> Design of structures, foundations, civil earthworks, overland pipe support structures, bridge crossings, pipe flotation/anchor systems and any associated engineering to allow installation of the Class A mainline upgrade works is to be coordinated by the irrigation contractor with a suitably qualified engineer for the complete design and certification requirements. Including: <ul style="list-style-type: none"> Triangulated dimensions of all relevant data: Location of valves Automatic control wiring Field wire joints Controllers Mains connections Backflow prevention devices Pumps and filets.
46	11/10/2024	PC.1 - Post Construction (Mainline Upgrade Works)	As Constructed documentation GPS surveyed Valve anchoring details (RPEQ certification)
47	11/10/2024	PC.1 - Post Construction (Mainline Upgrade Works)	As Constructed documentation GPS surveyed Mainline anchoring detail above ground and below the water line (RPEQ certification)
48	11/10/2024	PC.1 - Post Construction (Mainline Upgrade Works)	As Constructed documentation GPS surveyed Mounting on mainline pipework to culvert structure (RPEQ certification)

49	11/10/2024	PC.3 - Post Construction (Mainline Upgrade Works)	Commissioning as per Specification - Claimed 20% Provide mainline pressure test results/reports - Maximum main line velocity: 1.0 metres / second - Max. Pressure Loss: 30 m/Head / 1000 metres, for mains less than 500metres long - Max. Pressure Loss: 15 m/Head / 1000 metres, for mains over 500metres long
50	26/11/2024		Supply/delivery of pumps and equipment - The Bunker pump set and control panel; - The pump set and control panel for Cassia; - Bunker crane - Cassia structure screens <i>Note: Delivery of the pumps and equipment was initially requested by the Principal on 12 February 2024</i>



CLASS A WATER – ENERGEX SWITCHBOARD RELOCATION

DISTRIBUTION: PBC EGM	ATTACHMENTS: 2	DATE: April 2025
<p>MOTION: That the PBC EGM approves the expenditure of \$57,149.98 (including GST) for TEW to relocate the electrical switchboard at the Bunker Pump Station. The costs associated with this work will be allocated from GL Code – Sinking Fund 222601- Irrigation Control, with funding to be as follows:</p> <ul style="list-style-type: none">• \$26,070.28 (incl. GST) – To be allocated from the existing project contingency• \$31,079.70 (incl. GST) – Approval of additional funds required <p>It is further resolved that:</p> <p>The total expenditure is to be apportioned between the PBC and PTBC, as follows:</p> <ul style="list-style-type: none">• PBC: 70% (\$57,149.97 incl. GST)• PTBC: 30% (\$24,492.85 incl. GST) <p>And that the PBC EGM approves a reduction in the required number of quotes from three (3) to one (1), on the basis that the nominated contractor is already engaged to complete the associated Energex works, and it is both practical and commercially appropriate to proceed with the same contractor for continuity and efficiency of delivery.</p>		

Objective

To relocate the electrical switchboard for the Bunker Pump Station in accordance with the revised requirements of the QECM and MIR. This relocation is essential to support the continuation of Energex connection works and ensure the progression of the Class A Water Project.

Background

The Queensland Electrical Connect Manual (QECM) recently released Version 4 on 20 April 2024, and all projects designed, commissioned, and energised after this date must comply with its updated requirements. In addition, the Queensland Electrical Metering Manual (QEMM) has been superseded by the National Metering Installation Requirements (MIR), effective 21 August 2024. The MIR can only be applied in conjunction with QECM Version 4.

Relevant clauses from the QECM V4 include:

- 9.8.1.1 (d), *Meter Board Location Requirements*. A meter board shall be installed in an outside location e.g. at the side of a building facing a road reserve, on an outside wall, at the front of the building or as otherwise specified in this manual.
- 9.8.1.1 (f), *Meter Board Location Requirements*. CT metering chamber shall be installed in the same location or within 5 meters, on the same floor, of the CT meter panel. There shall be no walls, doors or barriers preventing visual or physical access from the CT metering chamber to the panel.

TEW submitted requested a dispensation from Energex on behalf of the PBC/PTBC to maintain the switchboard inside the Bunker Pump Station while placing the meter panel externally. However, this request was denied by Energex, who mandated full compliance with the updated standards. *A copy of their response is attached.*



CLASS A WATER – ENERGEX SWITCHBOARD RELOCATION

Following this, the PBC Chairperson requested a site meeting with an Energex representative to explore any alternative solutions, given the significant costs involved in changing the design and layout of the switchboard location.

The meeting was held on Thursday, 27 March 2025 and was attended by representatives from SCCSL (GM and FSM) and the PBC Chair. While alternative solutions were considered, it was ultimately determined that relocating the switchboard to the external wall of the bunker was the only practical and compliant solution under the revised standards.

Note: *These works were not included in the original TEW Energex Design and Construction quotation (approved 27 June 2024), as the updated regulatory requirements were not yet published at that time.*

Pricing

Item No.	Description	Total (ex GST)
1	Additional Design	\$7,155.75
2	Outdoor IP56 Enclosure	\$11,475.00
3	Switchboard Relocation	\$21,732.50
4	<i>Submains Installation (Original Contract)</i>	<i>\$33,857.50</i>
Total		\$74,220.75
PBC 70%		\$51,954.53
PTBC 30%		\$22,266.23

Please note that the yellow-highlighted portion of the works falls within the original scope and will be funded from the existing project contingency.

The remaining amount—Items 1 to 3, totalling \$40,363.25 (ex GST)—represents additional costs associated with the Energex electrical works. These items were not included in the current contract or scope and are therefore required as additional funds in order to complete this portion of the works.

Attachments

1. Q-55676_0 – TEW
2. Energex response regarding dispensation request.

Shanyn Fox

From: Metering Drawings (EnergyQ) <MeteringDrawings@energyq.com.au>
Sent: Thursday, 23 January 2025 10:29 AM
To: Chris Siliato
Subject: Premise: (NMI 31208559674) PUMP STATION SANTA BARBARA RD, HOPE ISLAND

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Chris,

Please refer to the below reply from our Standards Team relating to the request for the non-standard location the main switch board at the above site.

Thanks for your enquiry.

Your request for non-standard variation in relation to clauses 9.8.1.1(d) and 9.8.3 Table 54(a)(i) of the Queensland Electricity Connection Manual (QECM) V4 at Pump Station - Santa Barbara Rd, Hope Island is declined. Energex will not permit the meter board location inside plantroom of the building for the single customer as described in ServiceNow task ENG0009221.

Where security is a risk for a meter board located outside, distributors locks can be purchased and installed to secure the board as per clause 9.7 of the QECM.

All requirements of the QECM must be met.

Kind Regards

Danny

Technical Support Officer
Energex Limited

☎ t: 1300 762 397 option #1

<mailto:custserve@energex.com.au>

www.energex.com.au

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7/02/2025

Ref: Q-55676_0

Shanyn Fox
Sanctuary Cove
Shop 1A, Building 1, Masthead Way
Sanctuary Cove Q 4212

Email: shanyn.fox@scove.com.au

Dear Shanyn,

PROJECT NAME: Sanctuary Cove Class A Water

SCOPE OF WORK: Bunker PS Switchboard Relocation

The QECM (Queensland Electrical Connect Manual) recently released version 4 as of 20.04.2024. All projects being designed, commissioned and energized past this date must comply with Version 4. Furthermore, to the above, the QEMM (Queensland Electrical Metering Manual) has been superseded by the MIR (National Metering Installation Requirements) as of 21.08.2024. The MIR can only be used in conjunction with QECM V4.

Please see the following clauses from the QECM V4

- 9.8.1.1 (d), Meter Board Location Requirements. A meter board shall be installed in an outside location e.g. at the side of a building facing a road reserve, on an outside wall, at the front of the building or as otherwise specified in this manual.
- 9.8.1.1 (f), Meter Board Location Requirements. CT metering chamber shall be installed in the same location or within 5 meters, on the same floor, of the CT meter panel. There shall be no walls, doors or barriers preventing visual or physical access from the CT metering chamber to the panel.

TEW requested a dispensation from Energex for the switchboard to be installed inside the Bunker PS with the meter panel outside, this request was denied. Please see the following responses from Energex; (email correspondence also attached).

Your request for non-standard variation in relation to clauses 9.8.1.1(d) and 9.8.3 Table 54(a)(i) of the Queensland Electricity Connection Manual (QECM) V4 at Pump Station - Santa Barbara Rd, Hope Island is declined. Energex will not permit the meter board location inside



plantroom of the building for the single customer as described in ServiceNow task ENG0009221.

Where security is a risk for a meter board located outside, distributors locks can be purchased and installed to secure the board as per clause 9.7 of the QECM.

All requirements of the QECM must be met.

TEW has broken down the quotation into four items below. Please note, that item 1,2,3 are direct costs from the new QECM and MIR update.

Item 4, which is the supply, installation and termination of new consumer mains - these works are a part of the original contract TEW had with the previous principal contractor and the update of Energex standards has not affected this deliverable.

However, for Energex to provide power, item 4 must be undertaken and completed.

1. Additional Design
 - a. Undertake additional electrical design to comply with QECM V4.
 - b. Undertake additional shop drawing design to comply with QECM V4.
 - c. Submit drawings for approval to Energex. (TEW has submitted and has obtained conditional approval of the drawings pending the final switchboard location).
2. Outdoor IP56 Enclosure
 - a. Design, supply and installation of an outdoor aluminium enclosure to protect the switchboard from the outdoor weather elements.
 - b. Colour to be discussed with Sanctuary Cove.
 - c. Enclosure to have lockable handles.
3. Switchboard Relocation and Modifications
 - a. Disconnect the existing switchboard.
 - b. Relocate the switchboard to the outside position.
 - c. Undertake switchboard modifications to suit QECM V4 compliance as per the conditional approval.
 - d. Install two core holes throughout the front of the building for cable routes.
4. Consumer Mains Installation (Original contract)
 - a. Supply and installation of newly proposed consumer mains from the new transformer to the switchboard.
 - b. Termination and commissioning of consumer mains.
 - c. Engage Energex to undertake power up of the switchboard.
 - d. Development and submission of QA documentation.
 - e. General site supervision and project management.

Caveats

- This scope of work only includes the energisation of the switchboard with the Battery limit being at the Energex Isolator within the switchboard. Any other items



within the Bunker Pump Station including the re-connection and installation of existing circuits are excluded.

- No allowance for security money to be provided including bank guarantees, retentions and cash deposits.
- TEW financial claims are to be progressive (monthly). No allowance for milestone payments at 80 to 100% of each milestone.
- No allowance for establishment of site offices, site facilities, temporary fencing or traffic control.
- No allowance has been made for the submission and management of management plans unless stated otherwise.
- Excludes anything not clearly defined within this quotation.
- No allowance for identification, management, or removal of any asbestos. An asbestos register should be provided to TEW before work is undertaken.
- No allowance for fireproofing or certification of fireproof walls.

Program of Works

- Switchboard procurement: 3 weeks
- Enclosure design and manufacture: 5 weeks
- Switchboard relocation: 1 week
- Consumer mains installation: 3 days

Quotation Value (Excluding GST)

Item No.	Description	Total \$
1	Additional Design	\$ 7,155.75
2	Outdoor IP56 Enclosure	\$ 11,475.00
3	Switchboard Relocation	\$ 21,732.50
4	Submains Installation (Original Contract)	\$ 33,857.50
	Total	\$ 74,220.75

Should you have any questions regarding any of the information provided within the quotation please do not hesitate to contact me directly on 0435 123 278.

Kind regards,

Chris Siliato
Senior Project Manager



AUTHORISATION OF BODY CORPORATE EXPENDITURE

DOCUMENT CONTROL NO#502040

VERSION NO#1

Entity: ☒ PBC ☐ PTBC

Project/Works Name: Tree works - Cyclone Alfred

Brief Description of Works: The completion of remaining tree-related tasks across PBC, following the Cyclone Alfred.

Location: Site wide

Type of Funding: ☒ Admin Fund ☐ Sinking Fund

Amount to be Approved \$31,210.00ex GST

Code: 12422

Priority Level: ☒ High ☐ Medium ☐ Low

Scope of Works:

The proposed works involve the removal of storm-damaged trees and stumps, along with the supply and installation of new or replacement trees as required. A detailed breakdown of the specific tree works is provided in the attached spreadsheet.

Reason for Works:

To restore the treescape following damage sustained during Cyclone Alfred. The storm impacted numerous trees and surrounding landscaping elements across the PBC. These works are necessary to maintain the visual appeal and presentation of public-facing areas, while also addressing safety risks posed by compromised, stumps or unstable trees.

Risks or Impacts:

Cyclone Alfred has resulted in several trees being cut down to stumps, left leaning with a risk of falling, or otherwise significantly compromised in terms of visual presentation. While all high-risk emergency works have already been addressed, some remaining trees continue to pose safety concerns. Additionally, the overall aesthetic value of the landscape has been diminished, and replacement planting is required to restore the visual integrity of public areas.

Quotes Received:

Company Name	Quote Amount (ex GST)	Notes (if applicable)
King Landscaping	\$ 31,210.00	Quote covers all required aspects.
JC Trees	\$ 15,850.00	Does not include quotes for the supply and installation of required replacement trees

Recommended Contractor:

It is recommended to proceed with Kings Landscaping, as they are the only contractor who has addressed all aspects of the required works, including the supply and installation of replacement trees.

Additional Notes:

SCCSL, on behalf of the PBC/PTBC, has submitted a notice to the insurer in an effort to recover a portion of the costs associated with the storm damage. Any successful claim may assist in offsetting the overall financial impact of these works.



AUTHORISATION OF BODY CORPORATE EXPENDITURE

DOCUMENT CONTROL NO#502040

VERSION NO#1

Attachments:

1. Quote_Q2025195_Kings Landscaping
2. JC Trees Quotations

Submitted By: Shanyn fox

Date: 14th April 2025

50a Johns Road
MUDGEERABA QLD 4213
0755302177
kings@kingslandscapes.com.au
ABN 60 010 243 688

**ADDRESS**

Sanctuary Cove Body Corp
PBC
PO Box 15
Sanctuary Cove
Qld 4212

DATE 21/03/2025

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

DATE	ACTIVITY	GST	AMOUNT
	Tree Pruning & Removal WRN 13811, The Pines Gate entry lane behind the wall LHS Fallen tree (Kauri Pine) to be removed Dig out & remove Kauri Pine stump Price includes: - Fine jet high pressure water & vacuum excavation to remove liquid waste - Removal of cut vegetation from site	GST 10%	990.00
	Tree Pruning & Removal WRN 13813, The Pines Gate entry lane near the gutter LHS Fallen tree (Kauri Pine) to be removed Replace Dig out & remove Kauri Pine stump Supply, deliver & plant *Kauri Pine Price includes: - Fine jet high pressure water & vacuum excavation to remove liquid waste - Removal of cut vegetation from site *Subject to availability	GST 10%	2,190.00
	Tree Pruning & Removal WRN 13814, The Pines Gate entry lane middle island Remove Fallen tree (Kauri Pine) Price includes: - Truck, chipper & crew - Level 5 Arborist - Removal of cut vegetation from site	GST 10%	350.00
	Tree Pruning & Removal WRN 13794, The Parkway exit lane before North Gate Fallen Gum to have stump removed has been done? Price includes: - Truck, chipper & crew - Level 5 Arborist - Removal of cut vegetation from site	GST 10%	0.00
	Tree Pruning & Removal WRN 13795, Sanctuary Cove Boulevard entry lane 3x Kauri Pines to have stumps removed Replace all 3 Dig out & remove 3 x Kauri Pine stumps Supply, deliver & plant 3 x *Kauri Pine Price includes:	GST 10%	6,570.00

DATE	ACTIVITY	GST	AMOUNT
	- Fine jet high pressure water & vacuum excavation to remove liquid waste - Removal of cut vegetation from site *Subject to availability		
	Tree Pruning & Removal WRN 13796, stake kauri pine	GST 10%	280.00
	Tree Pruning & Removal WRN 13797, # same as 13809 x 2 Dig out & remove 2 x Kauri Pine stumps Supply, deliver & plant 2 x *Kauri Pine	GST 10%	4,380.00

Price includes:

- Fine jet high pressure water & vacuum excavation to remove liquid waste
- Removal of cut vegetation from site
- *Subject to availability

This quote is valid for 30 days. Please refer to our Terms & Conditions. Our payment terms are due upon receipt of invoice unless otherwise notified.

SUBTOTAL	50,350.00
GST TOTAL	5,035.00
TOTAL	A\$55,385.00

Accepted By

Accepted Date



"We see the wood for the trees"

ABN: 92 603 757 606

Phone: 0418451814
Email: info@jctreeservices.com.au

QUOTATION # JC8579

24th March 2025

To: Sanctuary Cove Principal GTP
202
9053 The Pt Cct
Hope Island QLD 4212

Site Address: 9053 The Pt Cct
Hope Island QLD 4212

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Remove and stump grind Tuckeroo that has failed at the root base Remove all timber from site	\$400.00
<hr/>	
SUBTOTAL:	\$400.00
GST:	\$40.00
TOTAL:	\$440.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



"We see the wood for the trees"

ABN: 92 603 757 606

Phone: 0418451814
Email: info@jctreeservices.com.au

QUOTATION # JC8580

24th March 2025

To: Sanctuary Cove Principal GTP
202
1066 Edgecliff Drive
Hope Island QLD 4212

Site Address: 1066 Edgecliff Drive
Hope Island QLD 4212

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Remove fallen palm and grind stump to allow for replant Remove all timber from site	\$600.00
<hr/>	
SUBTOTAL:	\$600.00
GST:	\$60.00
TOTAL:	\$660.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



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ABN: 92 603 757 606

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Email: info@jctreeservices.com.au

QUOTATION # JC8581

24th March 2025

To: Sanctuary Cove Principal Body
Corporate
6006 Olympic Drive
Hope Island QLD 4212

Site Address: St Andrews Terrace
Hope Island QLD 4212

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Remove fallen Jacaranda and grind stump to below ground level Remove all timber from site	\$900.00
	SUBTOTAL: \$900.00
	GST: \$90.00
	TOTAL: \$990.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



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Email: info@jctreeservices.com.au

QUOTATION # JC8582

24th March 2025

To: Sanctuary Cove Principal Body
Corporate
6006 Olympic Drive
Hope Island QLD 4212

Site Address: Village Gate Carpark (hole in the wall)

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Remove fallen branches and tidy stubs from storm damaged Tipuana Remove all timber from site	\$1,200.00
<hr/>	
SUBTOTAL:	\$1,200.00
GST:	\$120.00
TOTAL:	\$1,320.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



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Email: info@jctreeservices.com.au

QUOTATION # JC8583

24th March 2025

To: Sanctuary Cove Principal Body
Corporate
6006 Olympic Drive
Hope Island QLD 4212

Site Address: 2109 The Circle
Hope Island QLD 4212

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Remove uprooted Kauri pine and grind stump to allow for replant Remove all timber from site NB this will damage ground cover when stump grinding	\$1,200.00
	SUBTOTAL: \$1,200.00
	GST: \$120.00
	TOTAL: \$1,320.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



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Email: info@jctreeservices.com.au

QUOTATION # JC8584

24th March 2025

To: Sanctuary Cove Principal Body
Corporate
6006 Olympic Drive
Hope Island QLD 4212

Site Address: 1008 Edgecliff Drive
Hope Island QLD 4212

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Prune to remove storm damage from Tabebuia Remove all timber from site	\$400.00
<hr/>	
	SUBTOTAL: \$400.00
	GST: \$40.00
	TOTAL: \$440.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



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QUOTATION # JC8585

24th March 2025

To: Sanctuary Cove Principal Body
Corporate
6006 Olympic Drive
Hope Island QLD 4212

Site Address: Jabiru Park

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Remove leaning Norfolk pine Cut as low as possible No grinder access Remove all timber from site	\$1,800.00
<hr/>	
	SUBTOTAL: \$1,800.00
	GST: \$180.00
	TOTAL: \$1,980.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



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ABN: 92 603 757 606

Phone: 0418451814
Email: info@jctreeservices.com.au

QUOTATION # JC8586

24th March 2025

To: Sanctuary Cove Principal Body
Corporate
6006 Olympic Drive
Hope Island QLD 4212

Site Address: 1028 Edgecliff Drive
Hope Island QLD 4212

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Remove and stump grind fallen Kauri pine Remove all timber from site	\$450.00
<hr/>	
	SUBTOTAL: \$450.00
	GST: \$45.00
	TOTAL: \$495.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



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Email: info@jctreeservices.com.au

QUOTATION # JC8587

24th March 2025

To: Sanctuary Cove Principal Body
Corporate
6006 Olympic Drive
Hope Island QLD 4212

Site Address: 1028 Edgecliff Drive
Hope Island QLD 4212

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Remove 2 fallen trees shown in photos Cut as low as possible Remove all timber from site	\$1,200.00
<hr/>	
SUBTOTAL:	\$1,200.00
GST:	\$120.00
TOTAL:	\$1,320.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



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Phone: 0418451814
Email: info@jctreeservices.com.au

QUOTATION # JC8588

24th March 2025

To: Sanctuary Cove Principal Body
Corporate
6006 Olympic Drive
Hope Island QLD 4212

Site Address: Edgecliff PI
Hope Island QLD 4212

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Remove fallen Tabebuia and grind stump to allow for replant Remove all timber from site NB stump grinding may damage ground cover / hedge	\$650.00
SUBTOTAL:	\$650.00
GST:	\$65.00
TOTAL:	\$715.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



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Email: info@jctreeservices.com.au

QUOTATION # JC8589

24th March 2025

To: Sanctuary Cove Principal Body
Corporate
6006 Olympic Drive
Hope Island QLD 4212

Site Address: 8053 Riverside Drive
Hope Island QLD 4212

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Remove Foxtail that has decay at base Cut as low as possible Remove all timber from site	\$400.00
<hr/>	
SUBTOTAL:	\$400.00
GST:	\$40.00
TOTAL:	\$440.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



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ABN: 92 603 757 606

Phone: 0418451814
Email: info@jctreeservices.com.au

QUOTATION # JC8590

24th March 2025

To: Sanctuary Cove Principal Body
Corporate
6006 Olympic Drive
Hope Island QLD 4212

Site Address: 2120 The Circle
Hope Island QLD 4212

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Remove fallen Harpulia and grind stump to allow for replant Remove all timber from site	\$800.00
<hr/>	
	SUBTOTAL: \$800.00
	GST: \$80.00
	TOTAL: \$880.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



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Phone: 0418451814
Email: info@jctreeservices.com.au

QUOTATION # JC8591

24th March 2025

To: Sanctuary Cove Principal Body
Corporate
6006 Olympic Drive
Hope Island QLD 4212

Site Address: 2125 Riverside Drive
Hope Island QLD 4212

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Grind stump of fallen Tuckeroo to allow for replant leave grindings in hole	\$250.00
<hr/>	
SUBTOTAL:	\$250.00
GST:	\$25.00
TOTAL:	\$275.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



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ABN: 92 603 757 606

Phone: 0418451814
Email: info@jctreeservices.com.au

QUOTATION # JC8592

24th March 2025

To: Sanctuary Cove Principal Body
Corporate
6006 Olympic Drive
Hope Island QLD 4212

Site Address: 8010 Key Waters
Hope Island QLD 4212

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Grind stump to below ground level to allow for replant Remove excess grindings	\$650.00
<hr/>	
	SUBTOTAL: \$650.00
	GST: \$65.00
	TOTAL: \$715.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



"We see the wood for the trees"

ABN: 92 603 757 606

Phone: 0418451814
Email: info@jctreeservices.com.au

QUOTATION # JC8593

24th March 2025

To: Sanctuary Cove Principal Body
Corporate
6006 Olympic Drive
Hope Island QLD 4212

Site Address: 7008 Riverview Crescent
Hope Island QLD 4212

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Grind Brushbox stump to below ground level to allow for replant Remove excess grindings from site	\$800.00
<hr/>	
SUBTOTAL:	\$800.00
GST:	\$80.00
TOTAL:	\$880.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



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Phone: 0418451814
Email: info@jctreeservices.com.au

QUOTATION # JC8594

24th March 2025

To: Sanctuary Cove Principal Body
Corporate
6006 Olympic Drive
Hope Island QLD 4212

Site Address: 8016 Key Waters
Hope Island QLD 4212

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Grind stump to below ground level to allow for replant Remove Remove excess grindings	\$500.00
<hr/>	
SUBTOTAL:	\$500.00
GST:	\$50.00
TOTAL:	\$550.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



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Phone: 0418451814
Email: info@jctreeservices.com.au

QUOTATION # JC8598

24th March 2025

To: Sanctuary Cove PTBC

Site Address:

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Remove leaning Kauri pine cut as low as possible Remove all timber from site	\$400.00
<hr/>	
	SUBTOTAL: \$400.00
	GST: \$40.00
	TOTAL: \$440.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



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ABN: 92 603 757 606

Phone: 0418451814
Email: info@jctreeservices.com.au

QUOTATION # JC8574

24th March 2025

To: Sanctuary Cove Principal GTP
202
5905 Muirfield Place
Hope Island QLD 4212

Site Address: 5905 Muirfield Place
Hope Island QLD 4212

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Remove fallen branches on ground and hangers from Grey gum and Tallowood Remove all timber from site	\$1,200.00
<hr/>	
	SUBTOTAL: \$1,200.00
	GST: \$120.00
	TOTAL: \$1,320.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



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ABN: 92 603 757 606

Phone: 0418451814
Email: info@jctreeservices.com.au

QUOTATION # JC8575

24th March 2025

To: Sanctuary Cove Principal GTP
202
Turnberry Terrace
Hope Island QLD 4212

Site Address: Turnberry Terrace
Hope Island QLD 4212

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Remove large hanger from Eucalyptus in park Remove all timber from site	\$800.00
<hr/>	
	SUBTOTAL: \$800.00
	GST: \$80.00
	TOTAL: \$880.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



"We see the wood for the trees"

ABN: 92 603 757 606

Phone: 0418451814
Email: info@jctreeservices.com.au

QUOTATION # JC8576

24th March 2025

To: Sanctuary Cove Principal GTP
202
6007 Olympic Drive
Hope Island QLD 4212

Site Address: 6007 Olympic Drive
Hope Island QLD 4212

JOB DETAILS:

DESCRIPTION	TOTAL PRICE
Remove Cassia and grind stump to below ground level Remove all timber from site including excess grindings	\$1,200.00
<hr/>	
SUBTOTAL:	\$1,200.00
GST:	\$120.00
TOTAL:	\$1,320.00

Quote is valid for 30 days from issue date. It is your responsibility to locate all underground services and notify us prior to stump grinding.

Thank you for your business, have a great day!



AUTHORISATION FOR BODY CORPORATE EXPENDITURE

DOCUMENT CONTROL NO# DF 502040

VERSION NO#1

Entity: ☒ PBC ☐ PTBC

Project/Works Name: The Address stormwater drainage remediation.

Brief Description of Works: Removal of blockages within The Address swale, subsurface stormwater drainage system, and the gross pollutant trap outlet leading to the lake

Location: The Address – adjacent to 2610 and opposite 2611 to 2638.

Type of Funding: ☒ Admin Fund ☐ Sinking Fund

Amount to be Approved \$11,536.00 ex GST

Code: Hydraulics- 12660

Priority Level: ☒ High ☐ Medium ☐ Low

Scope of Works:

The required works will be completed in three stages.

Stage 1, the Rectification Report, has already been completed (attached).

Stage 2 involves rectifying the Gross Pollutant Trap (GPT) and subsurface drainage, which includes dewatering the system, removing vegetation and sediment, repairing the tidal flap, and performing a final inspection and flow testing to ensure the system is functioning correctly.

Stage 3 involves conducting CCTV inspections of the GPT outlet pipe and up to 400 metres of the bioswale subsurface drain to identify any blockages or damage. *These inspections must take place while the system is dewatered; otherwise, the dewatering process will need to be repeated, incurring additional costs.*

Reason for Works:

The works are needed to address blockages and inefficiencies in the drainage system. The GPT is retaining water due to possible blockages and sediment accumulation, reducing its functionality. The lake outlet is obstructed by sediment and vegetation, limiting water discharge. The swale discharge line has blockages and vegetation growth that disrupt drainage. These issues must be resolved to restore the system's proper function.

Risks or Impacts:

If the works are not completed, there is a risk of continued water stagnation, leading to the breeding of insects such as mosquitoes. Additionally, the drainage system will remain inefficient, potentially causing flooding, erosion, and infrastructure damage.

Quotes Received:

Company Name	Quote Amount (ex GST)	Notes (if applicable)
Urban Asset Solutions	\$11,036.00	Stages 2 & 3 The quote does not include the disposal of contaminated sediment, as the quantity is unknown. Rate \$70/tonne An additional \$500 has been allocated to cover costs.

Recommended Contractor:

Urban Asset Solutions was initially engaged to assess the condition of the drainage infrastructure, and due to their familiarity with the faults and systems involved, only one quote was sourced for the



AUTHORISATION FOR BODY CORPORATE EXPENDITURE

DOCUMENT CONTROL NO# DF 502040

VERSION NO#1

rectification works. They also have the necessary equipment on hand and the expertise to ensure the works are completed efficiently and on time. Sourcing additional quotes would result in unnecessary delays and potentially higher costs for further investigations and reports.

Attachments:

1. GPT Rectification Report
2. Quote –Rectification works- SCOVE

Submitted By: Peter Gannon / Shanyyn Fox

Date: 15/04/2025

20 March 2025

Mr. Peter Gannon, &
Sanctuary Cove Principle G.T.P 202
Body Corporate -Sanctuary Cove
SANCTUARY COVE, QLD, 4212

Dear Peter,

RE: STAGE 2 QUOTATION FOR RECTIFICATION WORKS OF ONE (1) SPECIFIED GROSS POLLUTANT TRAP & CCTV INSPECTION OF GPT AND SWALE LINE LOCATED AT THE ADDRESS, SANCTUARY COVE, QLD 4212

Urban Asset Solutions Pty Ltd (UAS) appreciates the invitation to provide you with the following quotation for assessment and rectification works of one specified GPT located at The Address, Sanctuary Cove, Qld 4212.

We believe our quotation provides you with:

- ✓ a competitive price;
- ✓ a reliable accredited company to undertake the works; and
- ✓ a safe, prompt service with little disruption to residence or existing infrastructure.

Please refer to the attached document for full details on our proposed solution and associated costings.

We trust the attached quotation meets with your approval, however should you require any further information please do not hesitate to contact me on 1300 706 624 or mobile 0427 636 786.

Yours sincerely

Tarron Bell

Tarron Bell
Business Development Manager – QLD / NT

ATTACHMENT 1

ABOUT US

Established in 1996 we are an internationally-focused group of companies that provides innovative, site specific, high-performance, and very affordable range of stormwater maintenance, rehabilitation strategies including bush regeneration, wetland regeneration, soil conservation and also stormwater infrastructure auditing, treatment, cleaning and maintenance solutions to assist in improving the urban environment.

We do this by providing a turnkey service to our clients that assists you achieve current Best Practice Environmental Management Guidelines. Backed by experienced staff, extensive industry know-how we are able to provide a range of services to support you meet your riparian land management, bush regeneration and general grounds maintenance targets and objectives.

Our unique approach to work closely with our clients to find the best and most cost-effective solution is key to our success.

OUR VISION

To be a leading provider of quality, services that sustain and enhance the environment in which we live and the communities in which we operate.

OUR VALUES

- Our team is passionately committed to customer service, as well as environmental and social responsibility.
- We take our duty of care for people seriously and uphold our commitment to safety and risk management.
- We strive to continually exceed our client's expectations and seek to foster a collaborative environment working together to enhance project outcomes for all parties.

LICENCED CONTRACTOR & BNG ACCREDITED RCC SUPPLIER

Urban Asset Solutions Pty Ltd is a licenced building work contractor to the civil construction and structural landscaping industry specialising in environmental management services.

- Licence Number: CBSSA BLD 169992 – Civil Construction
- Licence Number: QBCC 1211234 – Structural Landscaping

ACCREDITATION

Urban Asset Solutions is accredited to AS/NZS ISO 14001:2015 (Environment) and AS/NZS 9001:2015 (Quality). Our commitment to continuously improving our products and services is demonstrated by our ongoing accreditation for Quality and Environmental Management. UAS is also committed to a safe environment for its employees. We are fully third-party accredited to AS/NZS 45001:2018 & OHSAS 18001.



PROFESSIONAL MEMBERSHIP

UAS is proud to be a member, often a founding member, of several associations and institutions committed to improved wastewater management practices in Australia and internationally.



Urban Asset Solutions Pty Ltd was requested to assess and provide a quote for the rectification works of drainage infrastructure, including a specified Gross Pollutant Trap (GPT) with an approximate volume of 25m³, and a Submerged Lake Outlet connecting the GPT to the lake. The scope of works also includes subcontracting and directing CCTV inspections of the swale outlet pipe, swale line along each field inlet, the specified GPT and outlet pipe, at The Address, Sanctuary Cove. These works will be separated into stage 1 and 2 respectively.

On January 23, 2025, Tarron and Chris conducted a site visit alongside Peter to assess the current condition of the infrastructure and identify the necessary rectification works. The key concerns observed during the site inspection included sediment build-up and drainage inefficiencies in the swale discharge line, lake outlet, and GPT holding bay.

Gross Pollutant Trap (GPT):

- **Tide flap found at inlet to GPT. – it is believed this is the cause of the upstream system holding water.**
- The GPT holding bay is retaining standing water, suggesting a possible blockage or insufficient drainage.
- Accumulated sediment and debris within the GPT are likely impeding its functionality and contributing to drainage inefficiencies.
- The outlet line from the GPT to the lake may be obstructed by sediment restricting water flow.

Lake Outlet:

- Sediment and debris accumulation are present around the submerged lake outlet line, restricting water discharge into the lake.
- Vegetation and localised erosion near the outlet may be further contributing to reduced drainage capacity.

Swale Discharge Line (Field Inlet Lakeside):

- Inundated field inlet pit (with dome) is holding water – suggesting blockage down the line
- Vegetation growth within and around the swale may be promoting blockages and disrupting functional drainage.

General Drainage Issues:

- Water flow from the swale to the lake outlet is restricted, particularly at the lowest points, indicating sediment-related obstructions.

Suggested Scope of Work include.

Stage 1 COMPLETED – GPT Rectification Works

- Sandbagging of the Field Inlet (Lakeside) to isolate the blockage and enable commencement of GPT works.
- Immediate dewatering of the GPT to inspect and remove sediment buildup and obstructions from the holding bay and GPT outlet pipe.
- Contaminated water will be directed to the surrounding rocky swale, allowing infiltration into the lake.
- Sediment removal and disposal:
 - Dewatered sediment from the GPT will be transported off-site to an approved treatment facility.

Stage 2 PROPOSED – GPT Rectification Works (Subsea & Rectification)

Subsea Works:

- Engage a specialist contractor to conduct subsea works at the lake outlet.
- Underwater excavation of the lake outlet pipe to remove sharp oyster and barnacle formations to prepare flow restriction.
- Installation of a dewatering bung to fully isolate the GPT system from lake inflow.

Rectification Works:

- Supply and install a new dewatering bung for complete isolation.
- Dewater the GPT system to remove residual water and sediment for improved access to internal components.
- Identify the root cause of the tide flap mechanism fault and attempt to free or repair the mechanism.
- Final inspection and testing to ensure the GPT system and lake outlet are flowing freely and functioning correctly.
- Sediment removal and disposal:
 - Dewatered sediment from the GPT will be transported off-site to an approved treatment facility.

Stage 3 – CCTV Inspection Works

- CCTV inspection of the outlet pipe and swale lines to identify blockages or structural issues affecting drainage into the lake.
- Completion of a report detailing works undertaken, CCTV inspection findings, and any identified issues.
- Unblocking of outlet to lake
- Dewatering of GPT to allow testing of the Tide flap and check functionality of the system.



Capture tank of GPT holding large amounts of water. Dewatering necessary to begin identifying the blockage. Limited flow at end of line impacting assets up stream (stage 1)

Lake side bio-swale holding water due to limited flow down line. Sediment builds up along outlet lines may be possible. (stage 1)



Medium sized deposits of vegetation surrounding specified GPT. Erosion and deposits suggest large rainfall could impact under piping if infrastructure is not sustainably managed. (stage 1)

Bio-swale Outlets leading to lake-side swale holding water due to limited flow down line. (stage 1)



The culvert and swale are retaining stagnant water, indicating restricted flow toward the GPT. (stage 2)

The culvert outlet appears submerged, which could indicate a blockage further along the system. (stage 2)

COMPLETED Stage 1 Works – Comments

Following the commencement of works, further issues were identified that require additional rectifications:

- Field Inlet Blockage: Upon dewatering the field inlet, it was observed that it was pulling water from upstream/swale, suggesting a blockage between the last field inlet and the GPT system.
- Obstruction in the Line: The line between the field inlet grate and the GPT is suspected to be blocked. A water blaster was used to clear it, but further flushing from the GPT inlet is required to ensure complete clearance.
- Lake Outlet Issues: The GPT lake outlet allows for minimal water discharge through its tide flap valve, which appears to be faulty due to a suspected faulty pin. This results in irregular opening as pressure builds behind the flap.
- Sediment Accumulation: The lake outlet pipe is larger than initially expected, with significant sediment buildup restricting flow and impacting sandbagging efficiency for system isolation.

Sit Condition Observations



Field inlet pit showing significant water retention, indicating a potential blockage in the downstream line. Vegetation and sediment buildup may be contributing to restricted flow. (Stage 1)

After dewatering, sediment and vegetation deposits remain visible, confirming flow restrictions within the swale. Further flushing required to clear obstructions. (Stage 1)



The tide flap valve appears to be malfunctioning, possibly due to a faulty pin. This has resulted in inconsistent water discharge from the GPT to the lake. (Stage 1)



Limited water flow observed from the lake outlet, suggesting sediment accumulation and potential obstruction further along the system. (Stage 1)



Sandbags placed in the lake outlet to isolate the GPT for rectification works. Sediment buildup along the base is impacting effective drainage. (Stage 1)



Upstream field inlet retaining standing water, indicating poor drainage efficiency. Blockages further downstream may be restricting flow. (Stage 1)



Water levels reduced after dewatering, revealing sediment accumulation. Further clearing of the swale line required to improve flow to the GPT. (Stage 1)

ATTACHMENT 3

SCOPE OF WORKS & COSTINGS

LOCATION: THE ADDRESS, SANCTUARY COVE, QLD 4214

QUOTE NO.: 25-QLD-6829

STAGE 2 – PROPOSED ADDITIONAL WORKS (SUBSEA & RECTIFICATION)

FEE PROPOSAL FORM				
ITEM	DESCRIPTION	QTY	RATE (\$)	COST
1.0	Float to site all necessary plant, equipment and materials.	1	\$480.00	\$480.00
2.0	Stage 2 – Proposed Additional Works (Subsea Contracting): <ul style="list-style-type: none"> Engage a specialist contractor to conduct subsea works at the lake outlet. Underwater Excavation of outlet to lake and remove sharp oyster/Barnacle formations from the interior of the lakeside pipe outlet. Install dewatering bung to fully isolate the GPT system from lake inflow. 	1	\$4,800.00	\$4,800.00
3.0	Stage 2 – Proposed Additional Works (Rectification): <ul style="list-style-type: none"> Supply dewatering bung to fully isolate GPT System from lake inflow. Dewater the GPT system to remove residual water and sediment, ensuring proper access to the tide flap mechanism. Identify tide flap mechanism fault, including attempt to free frozen tide flap to allow system to operate functionally. Final inspection and testing to confirm the GPT system and lake outlet are flowing freely without obstructions. 	1	\$3,786.00	\$3,786.00
3.0	Disposal of contaminated sediment to be discharged at an approved waste facility (Copies of dumping charges dockets will be provided after completion of works)	TBC	\$70/Tonn	
SUBTOTAL				\$8,586.00
GST				\$858.60
TOTAL (Inc GST)				\$9,554.60

STAGE 3 – CCTV INSPECTION WORKS

FEE PROPOSAL FORM				
ITEM	DESCRIPTION	QTY	RATE (\$)	COST
4.0	Engage a contractor Pipe Inspection works (up to 8 hours) to; <ul style="list-style-type: none"> Inspect GPT Outlet Pipe to identify any blockages & damage Inspect Bio-swale line (up to 400m) any blockages & damage MUST BE COMPLETED WHILE SYSTEM IS DEWATERED	1	\$2,450.00	\$2,450.00
SUBTOTAL				\$2,450.00
GST				\$245
TOTAL (Inc GST)				\$2,695.00

Stage 1 - Exclusions

Site survey and dilapidation reporting
Provision of local resident notices and information flyers

Stage 2 – Exclusions

Site survey and dilapidation reporting
Provision of local resident notices and information flyers

Stage 3 – Exclusions

Site survey and dilapidation reporting
Provision of local resident notices and information flyers

Notes:

All works to be completed in suitable weather conditions Monday-Friday 7am-5pm

ATTACHMENT 4

SCOPE OF WORKS & COSTINGS (CONT.)

LOCATION: THE ADDRESS, SANCTUARY COVE, QLD 4214

QUOTE NO.: 25-QLD-6829

Scope of Works

Under this proposal Urban Asset Solutions will undertake all works associated with the cleaning of the Stormwater Gross Pollutant Trap. The scope of works details the work items that have been included in our costs. The works will be carried out in accordance with our strict Quality Procedures and OH&S guidelines.

ITEM NO.	DESCRIPTION	Included
1.0	SITE INVESTIGATION	
1.1	• Unit investigation required (if size and type of unit unknown)	No
1.2	• Obtain Council approvals or permits as required	No
1.3	• Site specific OH&S Manual required	No
1.4	• Site specific EMP required	No
2.0	SITE ESTABLISHMENT	
2.1	• Complete SCOVE site induction	Yes
2.2	• Implementation of traffic management and controls	No
2.3	• Dewatering required (minor)	Yes
2.4	• Major dewatering required	Yes (GPT full isolation via bung installation – Stage 2)
2.5	• Temporary diversion (bundling/diverting) of stormwater flows required	Yes (Sandbagging and bung installation – Stage 1 & 2)
2.6	• Temporary man-proof fencing required	No
2.7	• Safety site signage required	Yes
2.8	• Community liaisons letter required for local residents	No
2.9	• Supply of dewatering baffle required	If Required (GPT's)
2.10	• Crane set-up (applicable for basket removal systems only)	If Required (GPT's)
2.11	• Eductor Truck set-up	Yes
2.12	• Complete confined space entry permits and logs and set-up	If Required
3.0	COMPLETION OF CLEANING WORKS	
3.1	• Dewatering works of GPT sediment holding bay	Yes (Stage 1 & 2)
3.2	• Removal of sediment near GPT tide flap mechanism	Yes (Approx. 3 tonnes removed in stage 1, additional in stage 2)
3.3	• High pressure clean of GPT holding bay	Yes (Stage 1 & 2)
3.4	• CCTV inspection of the GPT outlet pipe to identify any blockages or structural issues affecting drainage into the lake.	Yes (Stage 3)
4.0	RECTIFICATION WORK	
4.1	• Engage specialist contractor for subsea excavation of lake outlet	Yes (Stage 2)
4.2	• Remove sharp oyster formations from lakeside pipe outlet	Yes (Stage 2)
4.3	• Install bung to insulate gpt system for tide flap inspection	Yes (stage 2)
4.4	• Inspect and rectify tide flap mechanism, including repair of suspected faulty pin	Yes (stage 2)
5.0	REINSTATEMENT WORKS	
5.1	• Reinstatement of all removed grates and access covers	Yes
6.0	SITE DISESTABLISHMENT	
6.1	• Removal of building materials resultant from works	Yes
6.2	• Removal of temporary traffic and pedestrian management controls	Yes
6.3	• Preparation inspection and cleaning report for issue to client	Yes
6.4	• Removal of all temporary site controls including plant	Yes
6.5	• Transport and disposal of all removed pollutants at an EPA approved waste facility	Yes

ATTACHMENT 5

TERMS AND CONDITIONS

TERMS AND CONDITIONS (Parties are: Urban Asset Solutions Pty Ltd, {and any of its subsidiaries} hereinafter called the Company; the acceptor of this quotation hereinafter called the Purchaser)

1. General

The placing of an order with the Company is deemed to be acceptance by the Purchaser of the following terms and conditions. No variation or modification of, or substitution for, these terms and conditions shall be binding unless otherwise agreed in writing by the Company.

2. Quotations

The quotation is not binding on the Company until a written order is received by the Company. It is valid for 30 days from the date of issue and may be reviewed after this period subject to a materials' price change. The quotation may be varied by the Company at any time before acceptance of the order. Retentions will not be accepted without the Company's written approval. By accepting this quotation, the Purchaser is deemed to have made sufficient inquiries as to the suitability and compliance of the Product or Service to be installed / supplied.

3. Orders

An order from the Purchaser shall be deemed as accepted by the Company and binding on both parties when it is received with the signed order acceptance below.

4. Prices and Terms of Payment

The purchase price shall be paid by the Purchaser to the Company in full, within 30 days from the date of the invoice. The Purchaser shall not be entitled to withhold payment of the purchase price, or any part thereof, or make any deduction from the purchase price, in respect of any set-off or counterclaim. In the event of payment default, any goods supplied shall remain the property of the Company even if they have been delivered or installed or possession has passed to a third party. The Company reserves the right in such circumstances to reclaim the goods and, if it should do so, will charge the Purchaser for any re-delivery or reinstallation costs, such costs, and the original purchase price is to be paid in advance.

Invoices will be issued upon completion of each service (i.e upon completion of Stage 1 Works and following each site visit for Stage 2 Works).

5. Liquidated Damages

Liquidated damages will not be accepted by the Company unless written approval is provided by the Company.

6. Delivery and Installation

Any delivery and installation dates given by the Company are approximate only and no liability can be accepted for any loss, injury, damages, or expenses consequent upon any delay in delivery and installation from any cause whatsoever, nor shall any such delay entitle the Purchaser to cancel any order or refuse to accept delivery or progress claims at any time. The Company reserves the right to pass on back charges to the Purchaser for any delays caused by the Purchaser or any of its subcontractors. Any costs incurred by the Company from delays in delivery or installation of the goods caused by the Purchaser or a related third party may be charged by the Company to the Purchaser.

8. Extent of Conditions

The foregoing terms and conditions supersede, and prevail over, any general or special terms, or conditions, imposed, or sought to be imposed, by the Purchaser at any time prior to the receipt by the Company of the order.

ORDER ACCEPTANCE

Please proceed with the work as quoted. (Quote Ref. No.)

25-QLD-6829

Stage 2 - Amount (\$9,554.60 Inc. GST)

From: _____ (Company Name)
Order No.: _____ Dated: _____
Address: _____ (Company Address)
Contact Person: _____ (Print Name) Signed: _____
Position: _____
Contact Phone: _____ Fax: _____ Mobile: _____
Delivery Address: _____

I/We agree to the terms and conditions and hereby confirm our acceptance of Urban Asset Solutions quotation, and herein provide confirmation of our order for Urban Asset Solutions to proceed with works as quoted.

STORMWATER QUALITY IMPROVEMENT DEVICE

RECTIFICATION REPORT

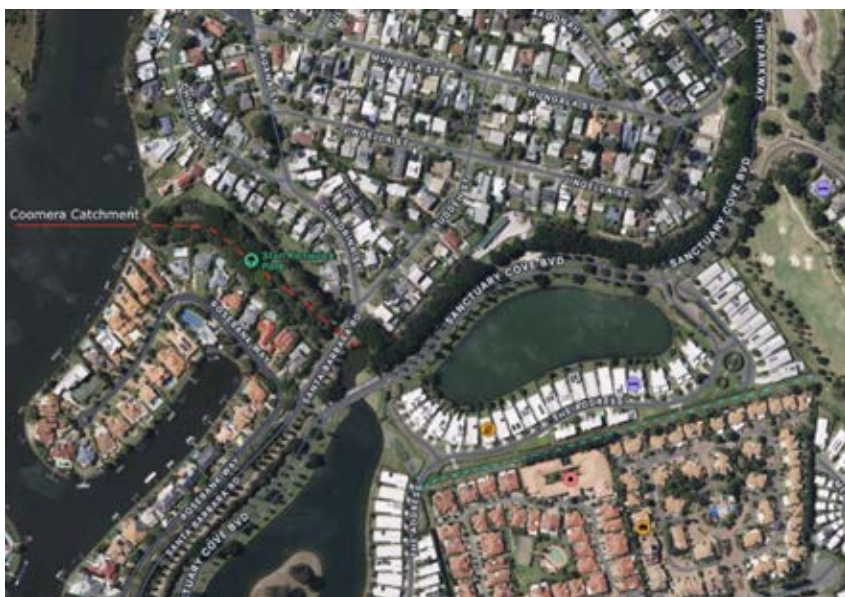


ASSET DETAILS

ASSET NO.: Unspecified GPT w/ Tide Flap Mechanism
ASSET OWNER: Sanctuary Cove Principle G.T.P 202
LOCATION: The Address
SUBURB: Sanctuary Cove, QLD

UAS PROJECT NO.: 10405
DATE: 12/02/25
START TIME: 9:00AM
REPORT ISSUED BY: Tarron Bell

SITE OVERVIEW



SCOVE SW Assets are Adjacent to Coomera River Catchment
(Red line - above mean high tide outlet pipe)
(Blue line - field inlet line leading to Lakeside SW infrastructure)

Lakeside GPT (~25m³)
Field Inlet Pit (Dome Grate)



Lakeside GPT has a submerged outlet connecting the Field Inlets and GPT to the Lake.
The GPT has a suspected faulty Tide flap installed.

BACKGROUND:

Urban Asset Solutions Pty Ltd was requested to assess and provide a quote for the rectification works of drainage infrastructure, including a specified Gross Pollutant Trap (GPT) with an approximate volume of 25m³, and a Submerged Lake Outlet connecting the GPT to the lake.

On January 23, 2025, Tarron and Chris conducted a site visit alongside Peter to assess the current condition of the infrastructure and identify the necessary rectification works. The key concerns observed during the site inspection included sediment build-up and drainage inefficiencies in the swale discharge line, lake outlet, and GPT holding bay.

Gross Pollutant Trap (GPT):

- The GPT holding bay is retaining standing water, suggesting a possible blockage or insufficient drainage.
- Accumulated sediment and debris within the GPT are likely impeding its functionality and contributing to drainage inefficiencies.
- The outlet line from the GPT to the lake may be obstructed by sediment restricting water flow.

Lake Outlet:

- Sediment and debris accumulation may be present around the submerged lake outlet line, restricting water discharge into the lake.
- Vegetation and localised erosion near the outlet may be further contributing to reduced drainage capacity.

Swale Discharge Line (Field Inlet Lakeside):

- Inundated field inlet pit (with dome) is holding water – suggesting blockage down the line
- Vegetation growth within and around the swale may be promoting blockages and disrupting functional drainage.

General Drainage Issues:

- Water flow from the swale to the lake outlet is restricted, particularly at the lowest points, indicating sediment-related obstructions.

Suggested Scope of Work include.

Stage 1 – GPT Rectification Works

- Sandbagging of the Field Inlet (Lakeside) to isolate the blockage and enable commencement of GPT works.
- Immediate dewatering of the GPT to inspect and remove sediment buildup and obstructions from the holding bay and GPT outlet pipe.
- Contaminated water will be directed to the surrounding rocky swale, allowing infiltration into the lake.
- Sediment removal and disposal:
 - Dewatered sediment from the GPT will be transported off-site to an approved treatment facility.

BACKGROUND IMAGES:



Capture tank of GPT holding large amounts of water. Dewatering necessary to begin identifying the blockage. Limited flow at end of line impacting assets up stream (stage 1)

Lake side bio-swale holding water due to limited flow down line. Sediment builds up along outlet lines may be possible. (stage 1)



Medium sized deposits of vegetation surrounding specified GPT. Erosion and deposits suggest large rainfall could impact under piping if infrastructure is not sustainably managed. (stage 1)

Bio-swale Outlets leading to lake-side swale holding water due to limited flow down line. (stage 1)



The culvert and swale are retaining stagnant water, indicating restricted flow toward the GPT. (stage 2)

The culvert outlet appears submerged, which could indicate a blockage further along the system. (stage 2)

RECTIFICATION WORKS CONDUCTED:

Lakeside GPT	Field Inlet
Dewatered GPT	Dewatered Field Inlet pit
Removed ~3 tonnes of sediment using eductor truck	Dewatering of Lakeside swale
Inspect for blockages and structural integrity	Identified Field Inlet lines is same elevation as Lake
Inspected tide flap mechanism	Flushing of Field Inlet line to GPT
Inspected lake outlet	

POST RECTIFICATION WORKS

Following the commencement of works, further issues were identified that require additional rectifications:

- **Field Inlet Blockage:** Upon dewatering the field inlet, it was observed that water was being pulled from the upstream swale, indicating a blockage between the last field inlet and the GPT system.
- **Obstruction in the Line:** The line between the field inlet grate and the GPT was suspected to be blocked. A water blaster was used to clear the line; however, further flushing from the GPT inlet is suggested to ensure complete clearance.
- **Lake Outlet Issues:** The GPT lake outlet allows for minimal water discharge through its tide flap valve. It was confirmed that the tide flap is faulty, likely due to a defective pin, causing irregular opening as pressure builds behind the flap.
- **Sediment Accumulation:** The lake outlet pipe is estimated to be <1500mm in diameter. Significant sediment buildup was found, restricting flow and impacting sandbagging efficiency when isolating the GPT system.
- **Continued Water Inundation:** Despite sandbagging efforts, water continued to be pulled from the lake outlet into the GPT, inundating the field inlet and pushing water up along the swale towards the golf course lakes.

RECOMMENDATIONS

Ensure the tide flap is operating correctly is recommended prior to stage 2 of the previously quoted related works:

- **Diving Works:** To completely isolate the GPT system, diving works will be necessary to:
 - Remove sediment buildup in front of the lake outlet pipe.
 - Clear barnacles from the outlet pipe walls.
 - Install a bung to impede water flow from the lake into the GPT.
- **Tide Flap Inspection:** Isolating the system using the bung is the most effective method to identify and rectify the fault with the tide flap mechanism. The current continuous water flow from the lake during dewatering has inhibited proper inspection of the GPT and tide flap, which is suspected to have a faulty pin.
- **Restoring operation** of the tide flap will enable the Field Inlet pits to flow water to the GPT, reducing the risk of Field Inlet inundation during rain events. This will further restore the swales along the boundary of The Address Residences, Sanctuary Cove.

POST WORKS OBSERVATIONS:



Field inlet pit showing significant water retention, indicating a potential blockage in the downstream line. Vegetation and sediment buildup may be contributing to restricted flow. (Stage 1)

After dewatering, sediment and vegetation deposits remain visible, confirming flow restrictions within the swale. Further flushing required to clear obstructions. (Stage 1)



The tide flap valve appears to be malfunctioning, possibly due to a faulty pin. This has resulted in inconsistent water discharge from the GPT to the lake. (Stage 1)

Limited water flow observed from the lake outlet, suggesting sediment accumulation and potential obstruction further along the system. (Stage 1)



Sandbags placed in the lake outlet to isolate the GPT for rectification works. Sediment buildup along the base is impacting effective drainage. (Stage 1)

Upstream field inlet retaining standing water, indicating poor drainage efficiency. Faulty tide flap further downstream likely restricting flow. (Stage 1)



Water levels reduced after dewatering, revealing sediment accumulation.

Urban Asset Solutions Eductor Truck vacuuming sediment and transporting to approved waste facility

END OF REPORT



AUTHORISATION FOR BODY CORPORATE EXPENDITURE

DOCUMENT CONTROL NO# DF 502040

VERSION NO#1

Entity: ☒ PBC ☐ PTBC

Project/Works Name: RADM Castle Park Stormwater drainage works

Brief Description of Works: Installation of a new stormwater pit connected to existing infrastructure to address localised ponding and improve drainage.

Location: RADM Castle Park

Type of Funding: ☐ Admin Fund ☒ Sinking Fund

Amount to be Approved: \$5,835.85 ex GST

GL Code: Stormwater Point- 224962

Priority Level: ☐ High ☐ Medium ☒ Low

Scope of Works:

The works involve installing a new Series 600 stormwater pit connected to existing infrastructure to address localised ponding and improve drainage. This includes excavation, pipe installation, core drilling into the existing pit, backfilling, and site restoration. All works will be supported by appropriate safety measures, with excess spoil removed and turf reinstated to match existing conditions.

Reason for Works:

The works are required to address excessive ponding in the area, which is impacting drainage efficiency and local amenities. The installation of a new stormwater pit and connection to existing infrastructure will improve stormwater flow and help prevent further water accumulation.

Risks or Impacts:

Ongoing excessive ponding may damage adjacent parking bays and garden areas, create slip hazards, harm landscaping, and lead to infrastructure deterioration. It may also reduce site safety and usability for residents and visitors.

Quotes Received:

Company Name	Quote Amount (ex GST)	Notes (if applicable)
Smartstone Group	\$ 5,835.85	Approved preferred supplier

Additional Notes:

Given Smartstone's proven track record and timely delivery of similar works, and their status as an approved preferred supplier for this type of work, only one quote was sourced for the works.

Attachments:

1. Quote – Smartstone

Submitted By: Peter Gannon / Shanyyn Fox

Date: 15/04/2025



ABN 18 115 203 26

Peter Gannon

RE: Water ponding at RADM Castle

Dear Peter

Following is an estimated Quotation – supply and place stormwater solution

Scope:

- Supply and place barricades and safety sign
- Excavate area for new series 600 stormwater pit, stockpile spoil
- Excavate trench from new storm water pit to existing storm water pit, stockpile spoil
- Supply and place 7mm blue metal bed for pit to sit on
- Supply and place series 600 stormwater pit
- Core hole drill through existing concrete pit
- Supply and place 100mm storm water pipe from new pit to existing pit
- Grout around stormwater pipe where it enters the pits
- Supply and place 7mm blue metal around new pit and along 100mm storm water pipe
- Backfill trench and stormwater pit with spoil stockpile (Compact)
- Remove excess spoil from site
- Supply and place turf to match existing

Total \$ 5835.85 EXC GST

NOTE:

1. No allowance has been made for service locating
2. No allowance for relocation or rectification of any services
3. All of the car park will be closed during the extent of scope
4. No allowance for relocation or rectification of plants/trees

Regards, George Otto

Manager

Smart Stone Group

0407188837



www.smartstonegroup.com.au



AUTHORISATION FOR BODY CORPORATE EXPENDITURE

DOCUMENT CONTROL NO# DF 502040

VERSION NO#1

Entity: ☒ PBC ☐ PTBC

Project/Works Name: Silky Oaks Replacement

Brief Description of Works: Survey and Service Location

Location: 4627 – 4848 The Parkway

Type of Funding: ☐ Admin Fund ☒ Sinking Fund

Amount to be Approved: \$4,150.00 ex GST

GL Code: 22280

Priority Level: ☐ High ☒ Medium ☐ Low

Scope of Works:

As part of the sinking fund project to remove the Silky Oak trees along the PBC verge (4627–4848 The Parkway) due to ongoing root damage to adjacent properties and replaced with Hoop Pines to align with the established streetscape on the Felicia side of the road (approved and completed in 2019). A service location survey is necessary prior to works to identify underground infrastructure.

Reason for Works:

To identify the location and alignment of existing underground utilities to support the design and placement of new plantings. This is essential to avoid damage to existing infrastructure and to mitigate associated risks during project delivery.

Risks or Impacts:

Damage to existing utilities could lead to hazardous conditions, service outages, and unanticipated project costs, delays, and increases. Additionally, it may cause disruptions to essential services and pose risks to public safety.

Quotes Received:

Company Name	Quote Amount (ex GST)	Notes (if applicable)
Lamberts Locations	\$4,150.00	Survey and Service location
Expert Service Locating Pty Ltd	\$2,800.00	Ground scanning only, no ability to provide survey plan or drawings.
SONOTO	N/A	No capacity to take on works

Recommended Contractor:

Lamberts Locations - based on their capability to deliver all scope requirements This is supported by a strong track record with similar works and their familiarity with site and its limited documentation.

Attachments:

1. Quote 5696 – The Parkway 4827-4823 (Lamberts Locations)
2. QU-0018 – Expert Service Locating

Submitted By: Shanyyn Fox

Date: 17/04/2025

Date: 11th April 2025

Lambert Locations Reference Number:5696

Client:	Body Corporate – Sanctuary Cove
Billing Details:	As Above
Contact Name:	Shanyn Fox
Company Address:	Shop 1A, Building 1, Masthead Way, Sanctuary Cove PO Box 15
Email Address:	Shanyn.Fox@scove.com.au
Attention:	Shanyn

Upon acceptance of Lambert Locations Pty Ltd Quote Ref# your client's full billing details including Entity Name, Postal and Email Addresses, ABN, and Purchase Order Number (if applicable) are required prior to commencement of works.

An additional 10% to quoted amount will be added for administration purposes if not supplied at the time of acceptance.

RE: The Parkway

Scope of Works:

Lambert Locations would like to take the opportunity to thank you for allowing us to quote on the works.

The requested works are defined within the following attachments



Lambert Locations have been within the underground asset utility and protection sector for over 20 years and look forward to working with you.

Survey is to (AS5488):

The methodology for surveying is to provide a spatial position with attribute data for all visible/accessible identified surface/subsurface infrastructures and provide a depiction in electronic and hardcopy to AS5488 classifications. All survey works performed by a Registered Surveyor (SBQ). Allocated works methodology being:

- Establish a survey datum and control marks to Horizontal-MGA 20 and Vertical-AHD derived adopting GNSS RTK technology (SmartnetAUS, AusGEOID_20) scale factor applied, or adopt supplied control (must be supplied prior to job commencing),
- Provide Easting, Northing & Elevation on pickup Point Data,
- Survey (where visible and accessible) existing sighted infrastructures,
- Survey (where visible and accessible) existing inverts for surface structures (note: if the lid is unable to be opened and/or invert is not visible, a top of lid level will be supplied)
- Survey all identified traced alignments to AS5488,
- Survey all identified pothole locations to AS5488,

Survey deliverables for project:

Deliverables will be line styles & symbols complying with AS5488 standard.

The following drawing formats will be supplied on completion of project:

- 12d - 3-dimensional drawing (12da ascii)
- AutoCad Civil 3D - 2-dimensional drawing (dwg – version 2018)
- AutoCad Civil 3D - 3-dimensional drawing (dwg – version 2018)
- Overlay satellite raster image for 12d/dwg drawings

Service Location is to current Australian Standard – Classification of subsurface utility information (AS 5488.1)

The methodology for service locations is to confirm the signal/alignment of surface/subsurface Utilities, assets and infrastructures adopting AS5488 classifications. We also implement our 'Service Location Process' in the field to identify and confirm recorded above ground and underground utility assets and infrastructure (i.e., DBYD Plans, As-Constructed Plans, Arc-GIS). The intention of our process is to utilise trained and certified techniques for providing the 'best interpretation' from various components of technology on Utilities usage in Asset Awareness, Conflict Analysis, Plan Reading and Interpretation, Design Criteria, and public safety.

Service Location works methodology being:

- **Attain current Before You Dig Australia information** – Desktop Review,
- **Quality Level 'A'** individual point for pipe/service (Visually Sighted),
- **Quality Level 'B'** traced alignments for subsurface utilities that induce an electromagnetic current which is then interpreted from ground level, e.g., Electricity cable, Communication cable & Metallic Water pipes
- **Quality Level 'C'** aligned between sighted surface structures indicating a probable subsurface alignment and/or Acoustic Detection,
- **Quality Level 'D'** Historical records, and or GPR image field verification.
- **Mark Utilities on Ground Surface** All Located Utilities will be marked on the ground surface in either Paint, Chalk or Flags (Depending on ground conditions) with depth and direction, where there is no depth (QL-C & QL-D) the utilities will be marked from signals and interpretation of equipment in a direction or alignment
- **Site Report/Docket/Paperwork** Once completion of job and handover to client the 'Asset Detection Specialist' will then complete his required paperwork to finalise completion of the job.

Assumptions:

- Any permits required are to be obtained by the principal contractor.
- Asset owners have been notified of all excavation works.
- Manholes and structures are clean of fill and have accessibility & visibility for the top of lid and invert/top of pipe (Site supervisor will be notified if non-conforming),
- Manhole and structure lids are not sealed/broken or unable to be opened during survey (site supervisor will be notified if non-conforming),
- Access to all the site infrastructures is approved prior to the commencement of potholing/survey.

Proposal #1

Service		Lump Sum Fee
Service Location - Electronic Detection	<ul style="list-style-type: none"> • Electronic trace applicable BYDA historically recorded services shown within works area. • GPR transects across BYDA historically recorded non traceable services within works area • Acoustic Detection applicable BYDA historically recorded services shown within works area. 	\$2,350
Total		\$2,350.00 + GST

Proposal #2

Service		Lump Sum Fee
Survey - Detail & Service Location pickup	<ul style="list-style-type: none"> • Survey all service locations to AS5488 • Drafting 	\$1,800
Service Location - Electronic Detection	<ul style="list-style-type: none"> • Electronic trace applicable BYDA historically recorded services shown within works area. • GPR transects across BYDA historically recorded non traceable services within works area • Acoustic Detection applicable BYDA historically recorded services shown within works area. 	\$2,350
Total		\$4,150.00 + GST

Note on Supplied Quote:

- Please note price valid for 45 days from date of quote
- Overlay image supplied is geo referenced only, for a better-quality image by request.
- All pits or chambers must be empty of debris and mud to enable the locator to trace the cables and conduits otherwise a variation will be charged for the removal of spoil.
- Prices only apply if all services are awarded together,
- with the trench length specified by the contractor or Lambert Locations to a maximum depth of 1.5m unless specified.
- Electronic detection for services only locates a generated Electromagnetic field that may not be the 'actual' service alignment. Verification for electronic traced lines is only given at individual pothole locations along the traced alignment.
- This quote includes locations of BYDA recorded services only, any other services located may be charged as a variation.
- We are able to commence work within 10 working days after receiving written confirmation on quote (excluding public holidays),
- Our normal work hours will be between Monday to Friday in the hours of 7.00am to 4.30pm,

Required Information from principle contractor:

Prior and during survey we request the following information:

- Any electronic data for concept & preliminary design alignment,
- Any electronic/hardcopy data depicting existing services and survey, i.e. As Constructed, GIS.

Variations:

Any variations to scope of works will negotiated and quote prior to work commencing.

Australian Standard 5488.1 Service Location Accuracy Note:

Lambert Locations adopts Quality Levels and Spatial Position confidence for information as described in Australian Standard 5488.1, 'Subsurface Utility Information' 2019, and follows our standard 'Service Location Process' to identify, service locate, survey and validate information. Our process allows for better interpretation and usage of information by classifying evidence in terms of service location method and spatial position tolerance being:

Quality Level (A)

Quality level A is the highest quality level and consists of the positive identification of the attribute and location of a subsurface utility at a point to an absolute spatial position in three dimensions. It is the only quality level that defines a subsurface utility as 'validated'. Where the whole line segment cannot be verified by line of sight, quality level A shall not be attributed to the line segment between validated points.

Attribute information shall include— (1) utility owner; (2) the utility— (3) type; (4) status; (5) material; (6) size; and (7) configuration; (8) feature codes of surface and subsurface features including but not limited to pits, access chambers, poles, valves, hydrants; and (9) the location of points surveyed on surface and subsurface features measured in terms of absolute spatial positioning with a maximum horizontal and vertical tolerance of ± 50 mm

Quality Level (B)

Quality level B provides relative subsurface feature location in three dimensions. The minimum requirement for quality level B is relative spatial position

Attribute information shall include— (1) utility owner; (2) an indication of the utility type; (3) the location of surface features measured in terms of relative spatial positioning with a maximum horizontal tolerance of ± 300 mm; and (d) the location of subsurface features measured in terms of relative spatial positioning with a maximum horizontal tolerance of ± 300 mm and maximum vertical tolerance of ± 500 mm.

Quality Level (C)

Quality level C is described as a surface feature correlation or an interpretation of the approximate location and attributes of a subsurface utility asset using a combination of existing records (and/or anecdotal evidence) and a site survey of visible evidence. The minimum requirement for quality level C is relative spatial position.

Attribute information shall include— (1) utility owner; (2) an indication of the utility type; (3) an interpolation of the location and direction of the subsurface utility using surface features as points of reference; (d) feature codes of surface features, including but not limited to pits, access chambers, poles, valves and hydrants; and (4) the location of surface features measured in terms of relative spatial positioning with a maximum horizontal tolerance of ± 300 mm.

Quality Level (D)

Quality level D is the lowest of the four quality levels. The attribute information and metadata of a subsurface utility can be compiled from any, or a combination of, the following: (1) Existing records. (2) cursory site inspection. (3) Anecdotal evidence.

Attribute information shall include— (1) utility owner; (2) an indication of the utility type; and (3) an indicative location of the surface and subsurface features of the utility. Tolerance does not apply to an indicative location that is attributed to quality level D.

Please note the following limitations on supplied information:



www.lambertlocations.com.au
10 Supply Court, Arundel QLD 4214
admin@lambertlocations.com.au
07 5562 8400 or 1300 B4UDIG



Survey Warning Note

Title boundaries shown are not registrable as a title boundary for the Department of Environment and Natural Resources. No measurement can be scaled from information supplied to indicate an offset to the boundary. Prior to any demolition, excavation or construction on the site area shown in this plan, survey is required to verify title boundaries shown. No warranty is given in relation to the data (including accuracy, reliability, completeness, or suitability) and no liability accepted (including without limitation, liability in negligence) for any loss, damage or cost (including consequential damage) relating to the use of the data.

Location Warning Note

Due to the nature of underground cables and the age of some cables, the accuracy and/or completeness of the information shown on plans cannot be guaranteed and accordingly they are indicative only and as a result Lambert Locations P/L does not accept any responsibility for any inaccuracies of its plans. They should not solely be relied upon when undertaking underground works. It is also inaccurate to assume that service lines located follow straight lines and careful onsite investigation and potholing is essential. Locations for services shown on plans must be verified in the field prior to construction and the relevant service provider must be notified. Spatial data has been acquired by RTK GNSS technology and/or surveyed control points supplied by the principal contractor.

Lambert Locations Warning Note

Lambert Locations P/L is/has been engaged with the sole purpose for/to a specific job with the intention to assist in minimising damage to underground utilities/services. This document is purely for the purpose as specified by the engaging officer and therefore no copies are to be used for any other purpose under any circumstance. The client acknowledges that the findings or readings produced are only correct at the time stated upon this document as underground assets are installed, and ground levels can change without our knowledge. Co-ordinates, levels, pipe sizes/materials shown are supplied as a guide only and should be verified before excavation.

I trust this meets with your approval & budget. Alternative price options can be provided if this does not meet your needs. I look forward to your favourable reply.

An Administration Fee of \$60.00 + GST will apply if a Purchase Order Number is required by your Company and not supplied to Lambert Locations Pty Ltd prior to staff attending site. Administration Fee – Purchase Order Number not supplied within one week of procurement of service: \$60.00 + GST

If you have any queries, please contact me on the above.

Regards,

Karl Bonnitcha



QUOTE

Sanctuary Cove (Body Corporate)

Date
16 Apr 2025

Expiry
16 May 2025

Quote Number
QU-0018

ABN
18 818 515 085

Expert Service Locating
Pty. Ltd. (atf ESL Trust)
PO Box 1366
COOLANGATTA QLD
4225
AUSTRALIA

Description	Quantity	Unit Price	GST	Amount AUD
Service Locations @ Sanctuary Cove - Hope Island QLD.	2.00	1,400.00		2,800.00

Scope of Work:

As per request we are to scan for Underground Services on the footpath/nature strip areas only (at the proposed tree removal areas). Scan perimeter is approximately 300 linear metres.

Services to locate:

- 1) Electrical
- 2) Telstra/NBN
- 3) Gas
- 4) Water
- 5) Sewer (mains only, not connection points)
- 6) Stormwater (if needed)

The location of each service will be marked on the ground with marking paint.

Technology to use:

EM Detection (transmitter/receiver method) and Ground Penetrating Radar/GPR Technologies.

* Note - locating/detecting Underground Services is subject to site access to pits, valves, manholes, switchboards, etc.

GPR can detect PVC//Poly pipes (such as water & gas). This technology is dependant on specific geological conditions. If geological conditions are less than ideal at the survey area, the anomaly reading of pipes may be patchy or not visible. Therefor, partial on not detectable.

We estimate this job will take 1-2 days work max.

Description	Quantity	Unit Price	GST	Amount AUD
Day Rate - \$1400/per day + GST (7hrs work/1hr travel)				
Field Report/Photo Maps	1.00	350.00		350.00
Provide a written report and .pdf photo maps.				
Our .pdf photo maps will depict the located services with labels (service type and depth readings).				
\$350 + GST				
			Subtotal	3,150.00
			TOTAL AUD	3,150.00

Terms

Payment due upon completion.

21 March 2025

Sanctuary Cove Principal Body Corporate
C/- Body Corporate Sanctuary Cove

BY EMAIL

Email: brogan.watling@scove.com.au

Dear Brogan,

Fee proposal – FTTH arrangements

Thank you for the opportunity to assist.

1 Your matter

1.1 You have requested a fee proposal for the following:

Stage	Scope of work	Estimated Fees
1.	Review brief of material and conduct initial meeting (in-person or via Teams) to discuss the current Fibre to the Home (FTTH) arrangement within Sanctuary Cove Resort.	\$1,300 to \$1,950 plus GST
2.	Advise the PBC on its ability to enter into an agreement with the PTBC for the PTBC's use of the FTTH Network (presumably by way of a licence), mindful of any limitations to the PBC's duties and powers under SCRA.	\$3,000 to \$5,000 plus GST
3.	If it is possible to do so, prepare a suitable instrument to enable the use of the FTTH Network by the PTBC or others.	\$4,000 to \$6,000 plus GST

1.2 We will ultimately charge based on the amount of time we invest pursuant to our hourly rates.

1.3 **Attached** is our proposed legal services agreement.

The information contained in this correspondence is confidential and intended only for the use of the addressee. It may also be privileged. If you are not the intended recipient, any use, disclosure or copying is prohibited. If you have received this correspondence in error please telephone the sender, delete any electronic copies and return any hardcopies to the sender.



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BNE250015

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Chambers Russell Lawyers is an incorporated legal practice and not a partnership. A person holding the title of Partner is not a member of any partnership associated with Chambers Russell Lawyers and may not be a "principal" of the firm within the meaning of legal profession legislation.

2 Our capabilities

- 2.1 Jason Carlson has practiced exclusively in strata law since 2009 with a focus on dispute resolution, strategic advisory work and management rights disputes. He has led bodies corporate through some of the most significant pieces of strata litigation in Queensland over the last 15 years.
- 2.2 He was a director of Strata Community Association (Qld) from 2016 – 2022 and a director of Strata Community Association Australasia from 2022 – 2024. In 2022 he received the SCA (Qld) President's Award in recognition of his significant contributions to, and leadership within, Queensland's strata sector.
- 2.3 Those who have worked with Jason for many years commend him for being:
- (a) *"a reservoir of knowledge when it comes to dealing with complex strata disputes".¹*
 - (b) *"incredibly thorough, ensuring every detail is addressed and all questions answered with clarity and patience".²*
 - (c) *"highly articulate with an uncanny ability to make the complex, simple".³*
- 2.4 Jason is supported by another partner in our Queensland strata practice, Jessica Cannon, who has practiced strata law for over a decade. She was a director of Strata Community Association (Qld) from 2022 – 2024 and has played a leading role in advocating for and shaping the 2023-4 amendments to Queensland body corporate legislation.
- 2.5 Jessica has been working with Jason since early 2022. Together they built and led the Queensland practice of another strata law firm to the point of their Queensland team being recognised as the leading strata services business in Australasia in 2023, before they departed that firm.
- 2.6 Jason and Jessica are supported by a team of legal professionals, including two senior associates, who are all focused on strata law and work across our Brisbane and Gold Coast offices.

Please contact us with queries.

Yours sincerely

Chambers Russell Lawyers QLD



Jason Carlson
Partner

jcarlson@chambersrussell.com.au

¹ Pedzi Mawande, The Community Co

² Alina Stefirta, Prompt Strata Management

³ Stephanie Yun, Strata Mastery

Disclosure Notice

(308) Legal Profession Act 2007 (Qld)

Chambers
Russell
LAWYERS



Matter details

Client:	Sanctuary Cove Principal Body Corporate
Matter:	FTTH arrangements
Date issued:	21 March 2025

1. The Work – Estimate of your costs

Costs (ex GST)

The following estimate is based on the information available to us to date. It is an estimate, not a quotation and subject to change.

Scope of Work	Fees	Disb.	Total
1. Initial works			
Review brief of material and conduct initial meeting (in-person or via Teams) to discuss the current Fibre to the Home (FTTH) arrangement within Sanctuary Cove Resort.	\$1,300 to \$1,950 plus GST	TBA	1,300 to \$1,950 plus GST
Advise the PBC on its ability to enter into an agreement with the PTBC for the PTBC's use of the FTTH Network (presumably by way of a licence), mindful of any limitations to the PBC's duties and powers under SCRA.	\$3,000 to \$5,000 plus GST	TBA	\$3,000 to \$5,000 plus GST
If it is possible to do so, prepare a suitable instrument to enable the use of the FTTH Network by the PTBC or others.	\$4,000 to \$6,000 plus GST	TBA	\$4,000 to \$6,000 plus GST

2. Legal Fees – Your rights

2.1. You have the right to:

- Negotiate a costs agreement with us;
- Receive a bill of costs from us;
- Request an itemised bill of costs after you receive a lump sum bill from us;
- Request written reports about the progress of your matter and the costs incurred in your matter;
- Apply for costs to be assessed within 12 months if you are unhappy with our costs (see para 1.4 below);
- Apply for the costs agreement to be set aside (see para 1.4 below);
- Accept or reject any offer we make for an interstate costs law to apply to your matter (see para 1.3 below);
- Notify us that you require an interstate costs law to apply to your matter (see para 1.3 below); and
- Be notified of any substantial change in the matters disclosed in this Notice.

2.2. This Disclosure Notice provides you with information about our legal services, the cost of those services and your rights. For more information about your rights, please read the facts sheet titled "Legal Costs – Your Right to Know". You can ask us for a copy, or obtain it from the Queensland Law Society or download it from their website at qls.com.au > For the Community > You and your solicitor > Solicitors' fees and charges. You can also obtain information from the Legal Services Commissioner www.lsc.qld.gov.au.

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All Correspondence to
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BRISBANE, QLD, 4000

Gold Coast
L 3, Suite 303, 232 Robina
Town Centre Dr, QLD 4226

P: +61 7 5600 1600
F: +61 7 5600 1699

*subject to our discretion to refuse to accept instructions in a given matter

Individual liability limited by a scheme approved under Professional Standards Legislation.

- 2.3. The law of Queensland will apply to our Costs Agreement. You have the right to enter into a costs agreement with us on the basis that a similar law of another state or territory is applicable for example where our services are being primarily provided in another state or territory or where the matter has a substantial connection with that other state or territory. Further you have the right in certain circumstances to notify us in writing in accordance with the time limits of the corresponding law that you require the law of another jurisdiction to apply.
- 2.4. The following avenues are open to you under the terms of the *Legal Profession Act 2007* (Qld) in the event of a dispute in relation to legal costs:
- To apply for a costs assessment within 12 months of delivery of a bill or request for payment or such extended time as may be permitted by the court or costs assessor after considering the reason for the delay; and
 - To apply to set aside the Costs Agreement within six years or other times as the law permits.

3. Incorporated status of this law practice

- 3.1. This law practice is an incorporated practice and we advise that:
- The services to be provided are set out in the scope of works below.
 - All legal services to be provided under this agreement will be provided by an Australian Legal Practitioner.
 - The provision of legal services is regulated by the *Legal Profession Act 2007* (Qld) however the provision of non-legal services under the proposed Costs Agreement is not regulated by that legislation.
 - The information in this paragraph is provided to you in relation to or all matters that you may instruct us on an ongoing basis.

4. Professional fees - How we charge

- 4.1. Unless otherwise stated in the Disclosure Notice or Costs Agreement, we will charge you professional fees for the work we do based on hourly rates as set out in section 5 staff and rates below. The hourly rates charged by our professional staff are set out in section 5. Where the Disclosure Notice provides a fixed fee for certain work, we will charge you that fixed fee for that work.
- 4.2. The solicitors with principal responsibility for assisting you in this matter are the Partner Responsible and Solicitor Responsible set out in Section 5.
- 4.3. You will be proportionately charged for work involving shorter periods less than an hour. Our charges are structured in 6 minute units. For example, the time charged for an attendance of up to 6 minutes will be 1 unit and the time charged for an attendance between 6 and 12 minutes will be 2 units.
- 4.4. Our rates are reviewed on a regular basis and may change during the course of a matter. In relation to lengthy matters this may impact upon our cost estimates (which may be revised accordingly). You will be given 30 days' notice in writing of any foreshadowed changes to our charge out rates.

5. Staff and rates

Responsible Partner:	Jason Carlson	Hourly Rates:	Partner	\$650.00
Responsible Solicitor:	Jason Carlson		Special Counsel	\$600.00
	Partner		Senior Associate	\$550.00
			Associate	\$500.00
			Lawyer	\$450.00
			Graduate	\$300.00
			Clerk or Paralegal	\$250.00

6. Expenses & Disbursements

Internal Expenses

- 6.1. Our rates for ordinary internal expenses (such as internal photocopying and printing incidental to the day-to-day conduct of your file) are included within our hourly rates for Professional Fees.
- 6.2. In relation to extraordinary tasks, such as substantial volumes of printing or copying, we will generally engage others to assist and pass those costs on to you as disbursements (see below). However at our discretion, acting reasonably, we may undertake such extraordinary tasks ourselves, in which case we will charge you an amount that reflects our actual or reasonably estimated costs of doing so.

Disbursements

- 6.3. We may incur disbursements (being money which we pay or are liable to pay to others on your behalf). Disbursements may include search fees, court filing fees, process server fees, witness expenses, travel expenses, transcript expenses and barrister's fees.
- 6.4. Where you instruct us to brief a barrister or other expert and they provide a fee agreement we will provide this to you.
- 6.5. Our disbursements commonly include search fees to obtain registered property documents. You may be able to supply us with copies of these documents. If you do not supply these documents at the time of accepting our proposal we will proceed to incur the necessary disbursements to obtain the same. Actual expenses will usually depend, amongst other things, on the number of such documents that must be obtained. We will inform you of these expenses and disbursements as well as any other payments required to be made, as soon as is reasonably practicable.

Disclosure of rewards

- 6.6. From time to time we may make payments in relation to providing services to you in respect of which we may receive a benefit by way of credit card rewards or frequent flyer program points made available to us by the Macquarie Bank. By entering into this agreement you agree to us to receiving such benefits.

7. Billing, interest charges and contact person

- 7.1. Our usual policy is to issue a tax invoice on a monthly basis but we may issue tax invoices on a more frequent basis depending on the nature of the work. All tax invoices are due and payable 30 days from the date of the tax invoice. You consent to us sending our tax invoices to you electronically at your usual email address or mobile phone number as specified by you.
- 7.2. If bills remain unpaid for 30 days of becoming due for payment, interest may be charged on the unpaid amount at the rate of 10% per annum as prescribed by Regulation 72 of the *Legal Profession Regulation 2017* (Qld), under section 321(3) of the *Legal Profession Act 2007* (Qld) ("LPA").
- 7.3. If you do not pay our account, the proposed Costs Agreement entitles the exercise of a solicitor's lien. The lien allows us to retain all your documents and funds in trust until the account is paid.
- 7.4. If you have any queries about our costs you should contact the Partner Responsible set out in section 5 of this Costs Disclosure.

8. Engagement of another law practice (eg barrister)

- 8.1. If we engage another law practice (eg a barrister) on your behalf to provide specialist advice or services you will be advised. We will also provide you with a costs disclosure from that law practice.

9. Termination of our agreement

- 9.1. You may end our engagement by written notice however you remain liable for the legal costs up until that time. If you do not pay monies in accordance with the Costs Agreement, this law practice may suspend work and may cease acting for you.

10. Costs in Court proceedings

- 10.1. If court proceedings are taken on your behalf:
- the court may order that you pay another party's costs (for example, if you lose the case)
 - the court may order the other party to pay your costs of the proceedings and, as a general rule, this will not be the whole of the legal costs you are liable to pay us
 - if the court orders you to pay costs, the court ordered costs are payable by you to the other party in addition to the costs liable to be paid pursuant to the proposed Costs Agreement
- 10.2. If you are successful in the litigation, you that may be able to recover some, but not all, of your costs from the other party. It is not possible at this time to provide an accurate estimate, however, generally the range of costs you may recover will be between 60% to 80% of your actual costs.
- 10.3. If you are unsuccessful in the litigation, you may be ordered to pay some, but not all, of the costs of the other party. It is not possible at this time to provide an accurate estimate, however, generally the range of costs you may be ordered to pay will be between 60% to 80% of the other party's actual costs.
- 10.4. If settlement of your claim is being resolved by alternate dispute resolution, prior to any agreement resolving the matter this law practice will provide you with a reasonable estimate of my/our costs payable by you on settlement, a reasonable estimate of the costs you would obtain from the other party on settlement if the settlement is favourable to you or a reasonable estimate of the costs you may have to pay the other party.
- 10.5. In certain cases different levels of costs can be awarded such as where one party makes an offer to the other party which is rejected and at the trial of the proceeding the other party does not achieve a result better than the offer. In these cases an indemnity costs order may be made which increases the costs recovered to a range of 80%-90% of the total cost if not 100%. If an indemnity costs order is made against you it is likely that the costs you will be obliged to pay to the other party will be in the range of 80%-90% of their total costs if not 100%.

11. Acknowledgement

I/we, _____ for and on behalf of
The Client acknowledge that I/we have read and understood the contents
of this Disclosure Notice.

Signed:

Dated:

Matter details

Client:	Sanctuary Cove Principal Body Corporate
Matter:	FTTH arrangements
Date issued:	21 March 2025

1. Disclosure prior to legal service

- 1.1. Before providing legal services and entry into any Costs Agreement, we are required to provide you with disclosure of information under the *Legal Profession Act 2007* (Qld).
- 1.2. A disclosure notice was provided to you with this document and by signing this document or otherwise accepting the offer:
 - a) you acknowledge you have received the Disclosure Notice; and
 - b) that you acknowledge that you have read the Disclosure Notice, which forms part of this agreement.

2. Professional Fees

- 2.1. Unless otherwise stated in the Disclosure Notice, we will charge you professional fees for the work we do based on hourly rates. The hourly rates charged by our professional staff are set out in the Disclosure Notice. **Where the Disclosure Notice provides a fixed fee for certain work, we will charge you that fixed fee for that work.**
- 2.2. The solicitors with principal responsibility for assisting you in this matter are the Partner Responsible and Solicitor Responsible set out in the Disclosure Notice.
- 2.3. You will be proportionately charged for work involving shorter periods less than an hour. Our charges are structured in 6 minute units. For example, the time charged for an attendance of up to 6 minutes will be 1 unit and the time charged for an attendance between 6 and 12 minutes will be 2 units.
- 2.4. Our rates are reviewed on a regular basis and may change during the course of a matter. In relation to lengthy matters this may impact upon our cost estimates (which may be revised accordingly). You will be given 30 days' notice in writing of any foreshadowed changes to our charge out rates.
- 2.5. We have set out our estimates for the cost of the work in the Disclosure Notice, as to Professional Fees and Disbursements, under the heading "Costs" in the table headed "The Work", in each case in reference to the corresponding Scope of Work set out in that table.
- 2.6. These costs are calculated in accordance with the hourly rates and costs and disbursements set out in the Disclosure Notice. They do not incorporate estimates for your costs of:
 - a) engaging third parties such as experts and barristers; and
 - b) filing fees and document access fees.
- 2.7. Where an entry in the table is marked "TBA" we are unable at this time to supply an estimate of works or costs involved as the nature and scope of those works is not clear. We will proceed with any such works as and when instructed and charge for those works in accordance with this agreement. We can provide a further estimate if requested as and when we are instructed to undertake such further works, or at any time (however we may remain unable to provide an accurate estimate if the nature and scope of those works remains unclear).
- 2.8. **If the Disclosure Notice provides a range of estimates for certain work, to the extent that we are required to provide you with a single estimate for that work, that single estimate is the upper limit of that range.**

Terms and Conditions

3. Acceptance of offer

This document is an offer to enter into a Costs Agreement with you. If you accept this offer you will be regarded as having entered into a Costs Agreement. This means you will be bound by the terms and conditions set out in this document, including being billed in accordance with it. Acceptance

- may be by any one of the following ways;
- signing and returning a copy of this document; or
- giving us instructions after receiving this document; or
- contacting us and advising of your acceptance.

We will provide you with the legal services performed with professional skill and diligence that are set out in this document and will keep you informed of the progress of the matter.

You must:

- provide us with timely, accurate and proper instructions, including all documents and other records relevant to the provided services;
- act reasonably and take reasonable care to protect your own interests in respect to the matters
- the subject of this document;
- satisfy yourself as to the commercial viability of transactions (if any); and
- where relevant, investigate the bona fides of the other parties to the transaction, checking
- all financial matters and assessing the commercial soundness of the transactions.

Where you instruct us jointly with one or more other parties, you and each other party will be jointly and severally liable to pay our bills

4. Scope of Work

You have instructed us to undertake the Work set out in section 1 of the Disclosure Notice.

5. Estimate of Professional fees

Please note that, except to the extent provided otherwise in the Disclosure Notice, the amounts in the Disclosure Notice are estimates only and not a fixed quote. The total costs may exceed the estimate. While the estimate is based on present information and instructions and our current understanding from you as to what services are required, our costs may exceed the estimate if further information becomes available or circumstances change which impact on these matters. In this event we will provide you with a revised estimate as soon as practicable.

Some of the variables which may impact upon the cost estimate provided above include the following:

- the number and duration of telephone calls or other communications;
- your prompt and efficient response to requests for information or instructions;
- whether your instructions are varied;
- whether documents have to be revised in light of varied instructions;
- the lawyer or other persons with whom we deal and the level of co-operation of the lawyer's clients and other persons involved;
- changes in the law;
- the complexity or uncertainty concerning legal issues affecting your matter;
- the volume, quality and complexity of materials provided or obtained;
- the orders or directions of a Court or Tribunal; and
- the quality of expert material and the expertise and experience of any expert witnesses or consultants.

6. Expenses & Disbursements

Internal Expenses

Our rates for ordinary internal expenses (such as internal photocopying and printing incidental to the day-to-day conduct of your file) are included within our hourly rates for Professional Fees.

In relation to extraordinary tasks, such as substantial volumes of printing or copying, we will generally engage others to assist and pass those costs on to you as disbursements (see below). However at our discretion, acting reasonably, we may undertake such extraordinary tasks ourselves, in which case we will charge you an amount that reflects our actual or reasonably estimated costs of doing so.

Disbursements

We may incur disbursements (being money which we pay or are liable to pay to others on your behalf). Disbursements may include search fees, court filing fees, process server fees, witness expenses, travel expenses, transcript expenses and barrister's fees.

Where you instruct us to brief a barrister or other expert and they provide a fee agreement we will provide this to you.

Our disbursements commonly include search fees to obtain registered property documents. You may be able to supply us with copies of these documents. If you do not supply these documents at the time of accepting our proposal we will proceed to incur the necessary disbursements to obtain the same. Actual expenses will usually depend, amongst other things, on the number of such documents that must be obtained.

Disclosure of rewards

From time to time we may make payments in relation to providing services to you in respect of which we may receive a benefit by way of credit card rewards or frequent flyer program points made available to us by the Macquarie Bank. By entering into this agreement you agree to us to receiving such benefits.

7. Contact Person

If you have any queries about our costs you should contact the Partner Responsible set out in section 5 of the Costs Disclosure.

8. Billing Arrangements

Our usual policy is to issue a tax invoice on a monthly basis but we may issue tax invoices on a more frequent basis depending on the nature of the work. All tax invoices are due and payable 30 days from the date of the tax invoice. You consent to us sending our tax invoices to you electronically at your usual email address or mobile phone number as specified by you.

9. Acceptance of Offer

You may accept the Costs Disclosure and Costs Agreement by: a) signing and returning this document to us or: b) continuing to instruct us or: c) contacting us and advising of your acceptance. Upon acceptance you agree to pay for our services on these terms.

10. Interest Charges

Interest at the maximum rate prescribed in Regulation 72 of the Legal Profession Regulation 2017 (being 10% per annum) will be charged on any amounts unpaid after the expiry of 30 days after a tax invoice is given to you. Our tax invoices will specify the interest rate to be charged.

11. Recovery of Costs

The Legal Profession Act 2007 (QLD) ("LPA") provides that we cannot take action for recovery of legal costs until 30 days after a tax invoice (which complies with the LPA) has been given to you.

12. Payment Methods

It is our policy that when acting for new clients, that we do one or more of the following:

- approve credit;
- ask the client to pay monies into our trust account;
- ask the client for their credit card details.

Unless otherwise agreed with you, we may determine not to incur fees or expenses in excess of the amount that we hold in trust on your behalf or for which credit is approved.

13. Authorisation to Transfer Money from Trust Account

You authorise us to receive directly into our trust account any judgment or settlement amount, or money received from any source in furtherance of your work, and to pay our professional fees, internal expenses and disbursements as they become due. A trust statement will be forwarded to you upon completion of the matter.

14. Retention and Copying of Your Documents

On completion of your work, we will retain your documents for 7 years. Your (express or implied) agreement to these terms constitutes your authority for us to destroy the file 7 years after the date of our final tax invoice. The authority does not relate to any documents which are deposited in safe custody which will, subject to agreement, be retained on your behalf indefinitely. We are entitled to retain your documents while there is money owing to us for our costs.

On completion of your work or following termination (by either party) of our services you will be liable for the cost of retrieving documents in storage and also any photocopying charges we incur and our professional fees in connection with the provision of your file to you or as directed by you.

15. Termination by Us

We may cease to act for you or refuse to perform further work, including:

- while any of our tax invoices remain unpaid;
- if you do not within 7 days comply with any request to pay an amount in respect of disbursements or future costs;
- if you fail to provide us with clear or timely instructions to enable us to advance your matter, for example, compromising our ability to comply with Court directions, orders or practice notes;
- if you refuse to accept our advice;
- if you indicate to us or we form the view that you have lost confidence in us;
- if there are any ethical grounds which we consider require us to cease acting for you, for example a conflict of interest;
- for any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe; or
- if in our sole discretion we consider it is no longer appropriate to act.

We will give you reasonable written notice of termination of our services. You will be required to pay our costs incurred up to the date of termination.

16. Termination by You

You may terminate our services by written notice at any time. However, if you do so you will be required to pay our costs incurred up to the date of termination (including if the matter is litigious, any cancellation fees or other fees such as hearing allocation fees for which we remain responsible).

17. Lien

Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of yours in our possession:

- r) we shall be entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in our possession or control, until all costs, disbursements, interest and other moneys due to the firm have been paid; and
- s) our lien will continue notwithstanding that we cease to act for you.

18. Privacy

We will collect personal information from you in the course of providing our legal services. We may also obtain personal information from third party searches, other investigations and, sometimes, from adverse parties. We are required to collect the full name and address of our clients by the Australian Solicitors Conduct Rules (QLD). Accurate name and address information must also be collected in order to comply with the trust account record keeping requirements of the LPA and to comply with our duty to the courts. Your personal information will only be used for the purposes for which it is collected or in accordance with the Privacy Act 1988 (Cth). For example, we may use your personal information to provide advice and recommendations that take into account your personal circumstances. If you do not provide us with the full name and address information required by law we cannot act for you. If you do not provide us with the other personal information that we request our advice may be wrong for you or misleading. Depending on the nature of your matter the types of bodies to whom we may disclose your personal information include the courts, the other party or parties to litigation, experts and barristers, the Office of State Revenue, PEXA Limited, the Land and Property Information Division of the Department of Lands, the Registrar General and third parties involved in the completion or processing of a transaction. We do not disclose your information overseas unless your instructions involve dealing with parties located overseas. If your matter involves parties overseas we may disclose select personal information to overseas recipients associated with that matter in order to carry out your instructions. We manage and protect your personal information in accordance with our privacy policy (which can either be found on our firm website or a copy of which we shall provide at your request). Our privacy policy contains information about how you can access and correct the personal information we hold about you and how you can raise any concerns about our personal information handling practices. For more information, please contact us in writing. We are required and committed to protecting your personal information in accordance with our obligations under the Privacy Act 1988 and the National Privacy Principles.

19. Confidentiality

At all times we will seek to maintain the confidentiality of your information. However, we may be permitted or required by law to disclose confidential information. We may also, on a confidential basis, provide your information to third parties where we consider it is appropriate for the proper conduct of your matter.

20. Sending Material by Email

By entering this Agreement you ask us to transmit documents to you electronically to an email address or addresses provided to us from time to time. However, as such mail is not secure it may be copied, recorded, read or interfered with by third parties while in transit. You release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document after transmission, for any delay or non-delivery of any document and for any damage caused to your system or any files.

21. GST

Where applicable, GST is payable on our professional fees and expenses and will be clearly shown on our tax invoices. By accepting these terms you agree to pay us an amount equivalent to the GST imposed on these charges.

22. Copyright

This agreement does not constitute any transfer, assignment, licence or other right to use or reproduce any letters, documents or materials we prepare as a result of this agreement.

23. Governing Law

The law of Queensland governs these terms and legal costs in relation to any matter upon which we are instructed to act.

Execution

I/we, _____ for
and on behalf of the Client acknowledge that I/we have read
and understood and agree to the contents of this Costs
Agreement.

Signed:

Dated:

**CORRESPONDENCE
FOR INFORMATION**

From: [Sharyn Fox](#)
To: [Stuart Shakespeare](#)
Cc: [Cassie McAuliffe](#); [Jodie Syrett](#); [PBC](#)
Subject: RE: PBC EGM Followup Matters
Date: Tuesday, 1 April 2025 8:32:57 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[2024 PBC and PTBC Schedule - HORT.pdf](#)

Hi Stuart,

Please see my responses below:

1. As previously discussed, the Sanctuary Greens irrigation project is scheduled for this year, unfortunately, my time/focus has been on completing the Class A and other projects. I understand this is a priority for Hugh, so I have taken steps to commence the project by sending all current drawings, supporting information, and scope to an irrigation consultant to begin obtaining quotations for plans and required project documentation.
2. Regarding Schotia Park, all garden and turf areas within the resort are irrigated every third night for 10–15 minutes, and the horticultural maintenance program operates on a six-week cycle. I have included details for both (irrigation details are for areas closest to Wayne's property). Please note that while the landscapers do their best to follow the turf and garden schedules, weather conditions and storm events cause slight adjustments. I will forward Wayne a copy of the details as requested and cc you in.

Additionally, the landscaping upgrade works included a maintenance and watering-in period, during which watering was carried out daily for an extended time, with supplementary night watering managed by the irrigation technician outside normal working hours.

Over the past couple of months, we have also experienced significantly high rainfall. When rainfall exceeds the system's set threshold, the rain delay function automatically activates, suspending irrigation across the site during wet conditions.

I have been closely monitoring the park, given the concerns raised at the time of approval. My main concern has been the impact of hares eating the red Rubra Cordylines, which I have discussed with the landscapers. However, I have been assured that these are hardy plants and should recover without issue.

Hopefully, I have been able to provide you with all required information, let me know if you need anything further.

Inline image



Inline image



Kind Regards,

SHANYN FOX

Facilities Services Manager

Direct 07 5500 3302 | Shanyn.fox@scove.com.au
Main 07 5500 3333 | enquiries@scove.com.au
Mobile 0431 094 524
Address PO Box 15 | Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212
Web oursanctuarycove.com.au



SANCTUARY COVE COMMUNITY SERVICES LIMITED | SANCTUARY COVE BODY CORPORATE PTY LTD

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From: stuart@shakespeares.info <stuart@shakespeares.info>
Sent: Friday, 28 March 2025 1:09 PM
To: Shanyn Fox <Shanyn.Fox@scove.com.au>
Cc: Cassie McAuliffe <Cassie.McAuliffe@scove.com.au>; Jodie Syrett <Jodie.Syrett@scove.com.au>
Subject: PBC EGM_Followup Matters

Hi Shanyn

I was questioned on two things at yesterday's EGM that need a prompt response.

Hugh Martin again asked when the irrigation project in his RBC was scheduled to commence and complete. I have advised him that I had followed up on this up when he asked previously. It's in the Ops Report as a project but it still sitting there with no dates. It has been promised for completion this year. Can you please put the dates in the report and email Hugh the dates cc to me.

Wayne Bastian mentioned that the considerable landscape improvements to Schotia Park are beginning to suffer due to lack of water and garden maintenance. The PBC did raise the issue when it approved the expenditure on the park, that the asset must not be left deteriorate as it did before. The upgrade of the asset needs ongoing attendance to preserve the investment . Can you please provide Wayne with a copy of the maintenance and watering programme for the park cc'd to me.

Thanks
Stuart

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this day of 1st April, 2025

BETWEEN

Sanctuary Cove Principal Body Corporate c/ Sanctuary Cove Community Services Limited, Shop 1A, Building 1, Masthead Way, Sanctuary Cove QLD 4212 (the **Client**)

AND

Think Tank Architects Pty Ltd ACN 110 893 493, 70 Bay Terrace, Wynnum QLD 4178 (the **Consultant**)

BACKGROUND

- A. The Client requires the Services of the Consultant.
- B. The Consultant agrees to provide the Services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION of the Background, the Client and the Consultant (the "Parties") agree to the following terms and conditions:

THE SERVICES

- 1. When requested by the Client in writing, the Consultant is to provide an Assessment Report (in a form resembling Schedule 3) within 10 business days of that request and the Client is to pay a set fee for that report in accordance with Schedule 1.
- 2. The Consultant is to virtually attend monthly meetings of the Architectural Review Committee (ARC) for 1 hour to present and discuss the Assessment Reports it provides to the Client and the Client is to pay a set fee for that attendance in accordance with Schedule 1.
- 3. When requested by the Client in writing, the Consultant is to answer queries or provide clarification on recommendations it has made to the PBC about a development application or proposed development application or about the interpretation and application of the DCBLs, as soon as possible but within 10 business days of that request being made in accordance with the hourly rate set in Schedule 1.
- 4. When requested by the Client in writing, the Consultant is to provide his recommendation on plans that have been re-submitted with amendments, as soon as possible within 10 business days of that request being made.
- 5. When requested by the Client in writing and agreed to by the Parties, the Consultant may provide an additional service either for an agreed lump sum fee or for the time expended based on the hourly rate in accordance with Schedule 1.
- 6. The Consultant is otherwise not entitled to seek payment for other services unless pre-approved in writing by the Client.

(Collectively, the Services)



TERM OF AGREEMENT

7. The term of this Agreement (the "Term") is three years from the date of this Agreement.
8. Either of the Parties may terminate this Agreement by providing 90 days' written notice to the other party.

PERFORMANCE

9. In providing the Services, the Consultant is required to adhere to and provide recommendations based on the DCBLs and is not to make recommendations that would otherwise contravene the DCBLs. Where a Development Application does not comply with the DCBLs, the Consultant must make this known to the Client.
10. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

FEES

11. All fees paid by the Client to the Consultant under this Agreement are to be in Australian Dollars.
12. Within 10 business days of the end of each calendar month, the Consultant will present an itemised invoice for any services provided in the previous month.
13. Provided there are no discrepancies in an invoice submitted by the Consultant to the Client, the Client will pay the fee invoice within 30 days of receipt.
14. If this Agreement is terminated by either of the Parties any Services not completed within the notice period will be paid to the Consultant by the Client on a pro rata basis agreed to by the Parties.
15. The Consultant may impose an additional fee on an invoice not paid within 30 days equal to an annual interest rate of 10% on the outstanding amount.

REIMBURSEMENT OF EXPENSES

16. Unless agreed otherwise by the Parties, the fees paid by the Client to the Consultant for the Services under this Agreement include all expenses incurred by the Consultant.
17. No claim for reimbursement of expenses by the Consultant will be paid by the Client without pre-approval by the Client in writing.

CONFIDENTIALITY

18. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
19. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
20. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

OWNERSHIP OF INTELLECTUAL PROPERTY

21. All intellectual property and related material (the "Intellectual Property") that is developed or produced by the Consultant under this Agreement is owned by the Client for the exclusive purpose of fulfilling its ongoing responsibilities.
22. Distribution and copyright of Intellectual Property produced by the Consultant under this agreement are reserved by the Client for the exclusive purpose of fulfilling its ongoing responsibilities.

RETURN OF PROPERTY

23. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

INDEPENDENT CONTRACTOR

24. In providing the Services under this Agreement, the Client acknowledges the Consultant is acting as an independent consultant and not as an employee.
25. The Parties acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively for the provision the Services.

EQUIPMENT

26. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

CONFLICT OF INTEREST

27. The Consultant warrants that, other than as previously declared in writing to the Client at the commencement of this Agreement, no actual, perceived or potential conflicts of interest exist, or are anticipated, relevant to the Consultant's provision of the Services under this Agreement.
28. For the avoidance of any doubt, the Client considers a conflict of interest to include (but not be limited to) the provision of design services or other related advice to lot owners, builders or other designers (Third Party) relating to land within Sanctuary Cove Resort.
29. As soon as the Consultant becomes aware that an actual, perceived or potential conflict has arisen or is likely to arise, the Consultant will:
- a) immediately notify the Client;
 - b) promptly provide the Client with all relevant information relating to the conflict; and
 - c) comply with any requirements notified by the Client to resolve or otherwise manage the conflict (which may include refusing or ceasing to provide any services or advice to the Third party).
30. As soon as practicable after disclosing any actual, perceived or potential conflict verbally, the Consultant must provide detailed written confirmation to the Client setting out the conflict.
31. If the Consultant fails to notify the Client as set out in this clause or does not comply with the Client's reasonable requirements to resolve or manage the conflict, the Client may terminate this Agreement immediately.

REPRESENTATIVES

32. Unless the Parties agree otherwise the Consultant's representative that will be responsible for providing the Services under this Agreement will be Michael Jullyan. The Client's representative will be the General Manager or a delegated alternative in the absence of the General Manager.

NOTICE

33. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
- a) Sanctuary Cove Principal Body Corporate
c/- The General Manger, Sanctuary Cove Community Services Limited
Shop 1A, Building 1, Masthead Way, Sanctuary Cove QLD 4212
pbc@scove.com.au
 - b) Michael Jullyan
Think Tank Architects Pty Ltd
6/70 Bay Terrace, Wynnum, QLD. 4178
michael@ttarchitects.com.au



or to such other address as the Parties may from time to time notify.

INDEMNIFICATION

34. The Consultant shall indemnify, defend, and hold the Client harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with the Consultant's negligence, breach of this Agreement, or conduct that is contrary to the Code of Practice for Architects in Queensland.

INSURANCE

35. The Consultant must secure and at all times maintain professional indemnity insurance for the term of this Agreement. Further, the Consultant must provide proof of such an insurance policy to the Client upon request.

MODIFICATION OF AGREEMENT

36. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

TIME OF THE ESSENCE

37. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

38. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

39. There shall be no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

INTERPRETATION

40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
41. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

42. This Agreement will be governed by and construed in accordance with the laws of the State of Queensland.

SEVERABILITY

43. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

44. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.



EXECUTED AS AN AGREEMENT

The Common Seal Sanctuary Cove Principal
Body Corporate was hereunto affixed in the
presence of

AFFIX SEAL HERE

Executed by Think Tank Architects Pty Ltd
ACN 110 893 493 in accordance with section
127 of the Corporations Act 2001 (Cth)

STUART SHAKESPEARE

Secretary Name

CHAIR

Secretary Signature

CHAIR

PAUL KERNAGHAN

Executive Committee Member Name

Paul Kernaghan

Executive Committee Member Signature

MICHAEL JULLYAN

Director Name

Director Signature

Director/Secretary Name

Director/Secretary Signature

Schedule 1 – Fees

Rate by Type		First Submission	Second Submission
1. New House		\$750	\$450
2. Major Alteration		\$750	\$350
3. Minor Alteration		\$450	\$250
4. Minor Additions	<ul style="list-style-type: none"> • Decks • Screened Enclosures • Roofed Shade Structures 	\$300	\$150
5. Minor External Works	<ul style="list-style-type: none"> • Pool • Landscaping • Colours • Artificial Turf 	\$200	\$100

Other Rates		Amount
6. Each Hour (by approval in advance)		\$300
7. Each Preliminary Lot Assessment		\$300
8. Each Monthly ARC Meeting		\$300

Note:

- Virtual attendance at ARC meetings may be by Teams or Zoom.
- The fees include any travel time or associated costs.

Schedule 2 – Definitions

Assessment Report	means a report prepared by the Consultant on a Development Application for compliance with the DCBLs.
DCBLs	means the current Stage 1 Development Control By-Laws created under the <i>Sanctuary Cove Resort Act 1985</i> (Qld).
Development Application	means an application received by the Client from a lot owner for Development Work in the Residential Zone.
Development Work	has the meaning given to this term in the DCBLs.
Residential Zone	has the meaning given to this term in the <i>Sanctuary Cove Resort Act 1985</i> (Qld).

Schedule 3 – Example Assessment Report



SANCTUARY COVE - STAGE 1
EXECUTIVE ARCHITECT REVIEW

thinktank
architects

Assessed to: Sanctuary Cove Stage 1 Development Control Bylaws 2023

DATE:	30.1.25
PROJECT:	New house and Pool
ADDRESS:	[REDACTED]
RPD:	[REDACTED]
OWNER:	[REDACTED]
PRECINCT:	Precinct 1
ALLOTMENT TYPE:	Zero Line Lot
SITE AREA:	1284.99sqm
PLANS REFERENCED	RKD [REDACTED] 8A1C,2C,2.1C,2.4C,2.5C,2.6C,3C,4B,4.1B, 4.2A,4.3B,4.4B,4.5B5B,5.1B9B,9.2B
SUBMISSION #	1

PO Box 5129

Manly QLD

Australia 4179

Ph (07) 3348 3727

Fx (07) 3396 1719

Email michael@ttarchitects.com.au

ACN: 110893493

CRITERIA	ALLOWED	PROPOSED	COMMENTS
2.2.1 PRINCIPAL STRUCTURES RESIDENTIAL LOT	1	1	Compliant
2.3.2 PRINCIPAL STRUCTURE HEIGHT Precinct 1	(THE LESSER OF) 1S/5.5m	1S/5.5m BRL=4.1 Max height RL 9.6	Compliant
2.3.4 SECONDARY STRUCTURES	1S/4.5m 1S/3m	Nil	
2.4.2 LOT COVERAGE Precinct 1	45%	44.88%	Compliant
2.5.2 FLOOR SPACE RATIO Precinct 1	55%	38.7%	Compliant
2.6.1 THOROUGHFARE BUILDING LINE (a) thoroughfare not less than 18m (b) thoroughfare 16-18m (c) thoroughfare 14-16m (d) thoroughfare 6-14m	8.0m 6.0m 5.0m 6.0m	12.371m	Compliant
2.6.2 THOROUGHFARE BUILDING LINE SECONDARY STRUCTURES	4.0m	Nil	NA
2.6.4 THOROUGHFARE BUILDING SECONDARY STRUCTURE WITHIN 1.5M OF SIDE BOUNDARY (a) must be 1m behind any neighbouring structure (b) access must be from the side and front requires landscape screening (c) must be of similar material, roof, height and colors as neighbouring building		Nil	NA
2.6.5 FRONT FAÇADE ARTICULATION Thoroughfare facing wall		6.46m	Compliant



Maximum 10m length 1m minimum step 2.5m minimum separation			
2.7.1 SIDE BOUNDARY BUILDING LINE up to 4.5m above natural ground level from 4.5-7.5m above natural ground level from 7.5-10.5m above natural ground level from 10.5-12m above natural ground level	1.5m 2.0m 2.5m 3.0m	1.5m to screen 3m to wall	Compliant
2.7.2 GARAGE LOCATED WITHIN 1.5M OF SIDE BOUNDARY Maximum height above natural ground No openings in wall facing boundary Maximum wall length Is of fire rated construction No structures within 1.5m on adjacent property	4.5m 9m	Nil	NA
2.7.3 ZERO LINE LOT Max 12m before 500mm step and 3m separation 6sqm courtyard min 1.5m dimension Upper level windows screened within 2m of side boundary		12.330m wall length	Not compliant – minor relaxation of max wall length required – Recommended for consideration due to minor nature
2.7.4 ZERO LINE LOT OPPOSITE BOUNDARY 3m setback maximum 5m height 3.5m setback over 5m to 8 height 4m setback over 8m to 11m height 4.5m setback over 11m		3m to wall 1.5m to screens	ARC to discuss whether screens are to be assessed.
2.7.7 SECONDARY STRUCTURES WITHIN 1.5M OF SIDE BOUNDARY Max 4m for opposite side boundary Max 12m for zero lot boundary 2.7.8 EXTERNAL WALL FACING SIDE BOUNDARY Max 12m length Minimum 1m step Minimum 3m separation between 12m walls		Nil	NA
2.7.10 SIDE BUILDING LINE RENOVATIONS Renovation or replacement of existing walls to maintain existing side building line		New build	NA
2.8.1 REAR BUILDING LINE (b) Abuts body of water	6.0m	7.033m	Compliant
2.8.3 REAR BUILDING LINE SHADE STRUCTURES OR SIMILAR Side setback Rear setback Maximum height Maximum length	1.5m 1.5m 3m 50% of rear boundary	Nil	NA
2.8.5 REAR WALL ARTICULATION Max wall length Minimum wall step Minimum wall separation	10m 1.5m 5m	7.55m	Compliant

2.9.1 CAR SPACE PROVISION -enclosed spaces 6x3m	2	6	Compliant
2.9.2 CAR SPACE PROVISION -designated parking spaces 5.4m x 2.6m	2	2	Compliant
2.9.3 DRIVEWAY FINISH	Masonry paving or exposed agg, stone tiles non slip finish	Cobble paver	Compliant
2.9.5 DRIVEWAYS One driveway max width Two driveways max width Frontage is less than 11m max width Driveway max 50% of frontage	7m 3.5m 5.5m	1@4m	Compliant
2.10.4 FINISHED FLOOR LEVELS Min 0.23 above NGL Max 0.5m above NGL		NGL ranges from RL 3.6-4 before batter zone. House floor RL 4.3 indicating courtyards could be circa RL4.2 and possible 600mm above ground.	Not compliant Requires condition not to raise NGL more than 500mm within 1.5m of side boundary Pool concourse to be re-designed
2.11.4 FENCES On Conventional Lots Side and rear fence from front setback line to rear boundary Painted tilt slab or rendered masonry 2m high above natural ground except Cannot be used as retaining walls Batter zone, adjacent golf or water body 1.2m black flat top aluminium pool fence Front fence 2m high above natural ground Face brickwork or rendered and painted masonry Min 2.5m from back of kerb May include open metal work with 400mm solid base		2m high brick with metal panels	Compliant Condition side fences to remain or be compliant with DCBLs
2.11.5 SWIMMING POOL FENCES	in accordance with req. of local authority		Requires condition
2.12.1(a) EXTERIOR FINISH any or a combination of glazing face brick stone rendered masonry timber or other approved light weight material applied monolithic fine textured finish off form concrete			Compliant



any other approved good quality material			
2.12.1(b) HOUSING GROUPS		Nil	NA
Must be matching colors and materials, finishes and detailing			
2.12.2 EXTERIOR COLOURS light subdued colours, whites, greys, muted mid earth tones. Vibrant colours, charcoal and black permitted in small areas		Off white brick and render Black roof	Compliant Not compliant
2.12.3 FASCIA, TRIM, EXPOSED METALWORK painted or stained timber painted or powder coated metal high quality metal finish ie copper SS zinc		No info	TBC
2.12.4 FASCIA, TRIM, EXPOSED METALWORK COLOUR co-ordinated with the principal structure		No info	TBC
2.12.5 ROOF OF PRINCIPAL STRUCTURE AND SECONDARY STRUCTURES finished metal clay or concrete tiles concrete slab other approved high quality finished		Concrete tiles	Compliant
2.14.3 OPEN ROOFED STRUCTURES Max 30sqm Min 1.5m side and rear setback Min 1.5m separation to principal structure Max 3.5m height above natural ground Design compatible with Principle Structure		Nil	NA
2.15.3 LANDSCAPING MUST NOT INTERFERE WITH AMENITY OF ADJACENT LOTS OR COMMON AREAS		No info	TBC
2.15.6 FINISHED FLOOR/GROUND LEVELS Max 0.5m above natural ground within 1.5m of side boundary		NGL ranges from RL 3.6-4 before batterzone. House floor RL 4.3 indicating courtyards could be circa RL4.2 and possible 600mm above ground.	Not compliant Requires condition not to raise NGL more than 500mm within 1.5m of side boundary Pool concourse to be re-designed
2.15.8 RETAINING WALLS Maximum 1m high Painted rendered masonry, concrete or rockwork		Rear pool wall 1.61m	Not compliant
2.15.10 OPEN VOID AREA UNDER DECKS 50% screened with decorative battens and shrubs		Solid	Not compliant
2.15.13 LANDSCAPE OPEN SPACE Minimum 30% of residual area	173sqm of soft scape required	No info	TBC
2.15.15 Plant Palette All plants are preferred to be selected from the Sanctuary Cove Planting Palette		No info	TBC



Plants must not be on the Noxious Plants list			
2.15.19 SERVICE CONDUIT 150 diameter/500mm inside kerb/300mm depth		No info	TBC
2.16.1 SWIMMING POOL SETBACKS as measured to waters edge - side or rear boundary - abutting water	1.5m 2.5m	1.7m to water	Not compliant
2.16.3 POOL HEIGHT Pools 500mm above natural ground Must be screened Must have concealed plumbing Must be concrete		No screening	Not compliant - requires planting
2.16.5 SWIMMING POOL FILTER PUMP minimum setback 2m from boundary of adjoining premises and be fully enclosed	2m	yes	Compliant
2.18.1 EXTERNAL METERS, HWU AND SERVICES must be fully screened or enclosed		yes	Compliant
2.18.2 GARBAGE BIN ENCLOSURE Fully screened Accessible from street Maximum 12m from front boundary		yes	Compliant
2.18.5 ADDRESS NUMBERS min. 100mm/ max. 200mm Brass or similar material Not be painted Be illuminated or reflective			Requires condition
2.18.6 LETTER BOX complying with Aus Post req. accessible from secondary thoroughfare		yes	Compliant
2.18.9(c) BATTER ZONE Volumetric capacity of the entire batter zone may not be reduced		No calculation provided	TBC
2.18.9(f) PERMITTED WITHIN 1.5M OF REVETMENT WALL Loose paving elements Anchor and abutment blocks for pontoons Approved fences Plants and synthetic turf		Edge of stairs minor encroachment	To be redesigned
2.19.2 PRIVACY FOR NEIGHBOURING LOTS Without compromising its distant views where a Principal Structure overlooks a private open space or directly into an opening in an adjoining residence it must have 1.5m sill height Screening 75% closed Provide adequate screen planting			Compliant
2.20 CHARACTER ZONES Design must have consistent architectural theme, style and elements and comply with Character Zone Design Standards			NA
STORMWATER CONNECTION Stormwater is required to be connected to a legal point of discharge			Compliant
2.21.1 RESTRICTIONS Clothes line not to be visible Mirror glass not permitted Signage not permitted Secondary Structure with out Principal Structure			Compliant
NOTIFIABLE APPLICATION REQUIRED		No	



NOTES	ARC to discuss screen setback, roof colour , retaining wall screening, side wall articulation. Additional information and changes to plans required
RECOMMENDATIONS	Not recommended for approval

SYNTHETIC TURF CRITERIA	ALLOWED	PROPOSED	COMMENTS
No artificial turf on secondary thoroughfare			
Transition zone provided between secondary thoroughfare and artificial turf			
Top dressed with 15-20mm of fine washed sand			
Drainage to artificial turf provided			
Subgrade – 60-80mm aggregate and sand mix			
Pile height	40mm		
Colour – EG field /olive green or equal			
Yarn stitch rate	17/100		
Warranty	10 year min		
UV stability			
NOTES			
RECOMMENDATIONS			

Signed: **Mr Michael Jullian** B.App.Sc.BE B.Arch ARAIA





Mulpha Sanctuary Cove (Developments) Pty Limited
ACN 098 660 318 ABN 20 098 660 318

Jabiru House, Masthead Way
PO Box 199 Sanctuary Cove QLD 4212 Australia
T 61 7 5577 6500 F 61 7 5530 8455
www.sanctuarycove.com www.mulpha.com.au

RE: THE PARKWAY – WATERMAIN VERGE & LIVE CONNECTION WORKS NOTIFICATION

Dear Residents,

Mulpha wishes to advise that our civil contractor, Golding Contractors, will be undertaking works in the footpath and verge area of The Parkway approximately 100m west of the Village Gates as part of the water main live connection for the Parkway Greens subdivision.

SCHEDULE

Water Main Works

- To commence on **Thursday, 4th April 2025** (weather permitting) and continue through to **Friday, 5th April 2025**.
- Please be advised a water service isolation will occur on **Thursday, 4th April 2025**, from approximately **9:00am to 3:00pm** and will affect the following properties;
 - 4602 to 4614 The Parkway (Bauhinia Body Corporate)
 - 4605 The Parkway (Cassia Body corporate)

Footpath and Verge Reinstatement

- Scheduled for **Friday, 5th April 2025**.

These works will be carried out in accordance with City of Gold Coast and traffic management approvals between the hours of 6:30am and 5:00pm.

A single lane road closure will be in place, impacting both pedestrian and traffic movement. Pedestrian access will be managed with signage or traffic controllers. Vehicle access will remain open.

Golding Contractors anticipate completing the water main works in one day and the footpath reinstatement the following day. There will be no water disruption during the reinstatement phase. The verge will be reopened to pedestrians at the end of each working day, and traffic will continue as normal outside of working hours.

We appreciate your cooperation during this time. If you have any questions or experience any issues, please contact Golding's Yatala Office at 07 5557 6100.

Thank you for your understanding.

Thank you again for your patience and understanding.

Yours sincerely,

Jeff Ray

Civil Project Manager

Mulpha Sanctuary Cove (Developments) Pty Ltd.

From: [Cheryl McBride](#)
To: [longesm](#); [Stephen Anderson](#); [dianneonthegec](#); [neill@usaaautos.com.au](#); [Maxine Monroe](#); [andrea@luyckx.com](#); [phawley@optusnet.com.au](#); [tmcginty52](#); [petercohen3](#); [robert nolan](#); [shawlene](#); [G and J Burke](#); [Stuart Shakespeare](#); [nabilola](#); [Paul Kernaghan](#); [Brian Earp](#); [Mickmcdonald22](#); [Nick Eisenhut](#); [Simone Hoyle](#); [Wayne Bastion](#); [mark winfield](#); [fionaanddavid](#); [pedrohay](#); [HUGH MARTIN](#)
Cc: [Jodie Syrett](#)
Subject: GOVERNANCE REVIEW PROJECT PLAN MEETING & COMMUNITY APP PROPOSAL
Date: Wednesday, 2 April 2025 3:01:28 PM
Attachments: [App Proposal.docx](#)

Good afternoon, fellow member nominees,

I hope you are well.

Two of many items discussed at last week's EGM require follow up and communication:

1. The consensus was to hold a separate meeting devoted to discussing implementation of the recommendations emanating from the Governance Review. The selected date is Monday, 14/04 at 10am, in Meeting Room 1. It is anticipated the discussion, led by Simone Hoyle, will continue for approximately 1 hour. Pre reading material will be distributed on 10/04.

Following the meeting, it is anticipated MNs will consult with their RBC members in the 6 weeks prior to 29/05 when motions will be proposed at the EGM.

2. Pls find attached a draft framework outlining some suggestions for inclusion in a community app. If you have some feedback, questions, or suggestions pls direct them to petercohen3@me.com

At the April EGM, Peter will be calling for volunteers to join a small working party to begin the process of researching, sourcing providers and costs.

Kind Regards

Cheryl McBride OAM

M.ED., B.Leg.S, B.Ed., Gr.Dip.-Rem.Ed, Dip. Teach.
Secretary Sanctuary Cove Principal Body Corporate
0439 936 955

Sanctuary Cove Resort Residential Zone App Proposal **DRAFT**

Objective:

To develop a user-friendly mobile application that enhances communication and coordination between security, facilities management, body corporate services, and residents within the Sanctuary Cove Resort. The app will streamline essential services, communicate security response times, and foster a stronger sense of community.

Key Features:

1. Resident Portal:

- Secure login for residents
- Personalised dashboard with notifications and updates
- Community news and events calendar
- List of SCCSL staff members, their roles and contact details
- Lists of RBC and PBC members and their contact details
- Map of the SC resort with RBCs identified

2. Security Communication:

- Fast access to security services communications
- Residents Emergency, Disasters and Outages Plan
- Direct messaging with security contact
- Incident reporting with image and location upload

3. Facilities Management:

- Maintenance request submission and tracking
- Scheduled maintenance notifications
- Booking system for use of Meeting Rooms
- Hyperlink to the Landscape Masterplan

4. Body Corporate Services:

- Access to strata reports and important documents
- Voting on community matters
- Copies of the various bylaws
- Hyperlink to SCRA & BUGTA

5. Community Engagement:

- Discussion forums and resident groups
- Lost and found board

- Facility to ask questions and receive responses

6. Notifications & Alerts:

- Customisable push notifications for updates, emergencies, and events
- Weather alerts and service disruptions
- Reminders for meetings and community activities

7. Integration & Compatibility:

- Cross-platform availability (iOS, Android, Web)
- Compatibility with smart home devices for future expansions

Implementation Plan:

1. Consultation Phase:

- Gather input from key stakeholders (residents, security, body corporate, facilities management)
- Define core needs and requirements
- Seek approval from the Members Nominees (Principal Body Corporate)

2. Development Phase:

- After research and comparison, and following approval from the PBC, engage a professional app development team
- Create a user-friendly interface with a focus on security and ease of use

3. Testing & Feedback:

- Beta testing with a select group of residents and management
- Gather feedback and refine app functionality

4. Launch & Ongoing Support:

- Full-scale rollout with onboarding assistance
- Provide training and support for users
- Regular updates based on user feedback

Conclusion:

A Sanctuary Cove Resort residential zone app will provide a modern and efficient solution for managing community interactions, enhancing security, and improving convenience for all residents. This initiative will contribute to a well-connected, safe, and smoothly functioning residential environment.

From: [Cheryl McBride](#)
To: [longesm](#); [Stephen Anderson](#); [dianneontheqc](#); [neill@usaaautos.com.au](#); [Maxine Monroe](#); [andrea@luyckx.com](#); [phawley@optusnet.com.au](#); [tmcginty52](#); [petercohen3](#); [robert nolan](#); [shawlene](#); [G and J Burke](#); [Stuart Shakespeare](#); [nabilola](#); [Brian Earp](#); [Mickmcdonald22](#); [Nick Eisenhut](#); [Simone Hoyle](#); [Wayne Bastion](#); [mark winfield](#); [fionaanddavid](#); [pedrohay](#); [HUGH MARTIN](#)
Cc: [Jodie Syrett](#)
Subject: FW: PBC Administration & Management Agreements
Date: Sunday, 6 April 2025 12:13:49 PM
Attachments: [Facilities Management Agreement - PBC \(V1 TO PBC\) 1.docx](#)
[Administration Agreement - PBC \(V1 TO PBC\) \(003\).docx](#)
[Administration and Management Agreement.pdf](#)

Good morning, Members Nominees,
Pls find below a communication I will be sending to my RBC members this afternoon regarding the request for feedback to the draft Agreements for Administration (body corporate services) and Facilities Management.. Feel at liberty to use it as a basis for your communication if you are feeling time pressured. Pls note, there is no obligation, this is merely a suggestion.

Kind regards,
Cheryl

Good morning, Molinia RBC members, Peter & Steve,

Please see the communication below from me as Secretary , SCPBC, to the Members Nominees.

The communication relates to the 31/10/2025 expiry of the existing PBC /PTBC Management and Agreement with Sanctuary Cove Community Services Ltd (SCCSL), our service provider. The current Agreement combines Body Corporate Services with Facilities Management and is a joint endeavour with the PTBC.

Following some challenging situations arising from the current Agreement, rather than recommending renewal, the Executive Committee members suggest some fundamental changes.

1. Create a separate Agreement for Administration (body corporate services), and a separate one for Facilities Management.
2. Separate both agreements from the PTBC, so they are between the PBC and SCCSL only.
3. The new Agreements will be for one year only to enable review of the functions and to undertake cost benefit analysis prior to further commitment.

May I please have any feedback by Monday 21/04. This will allow time for feedback from all RBCs to be collated for discussion at the April PBC EGM .

The timing objective is to put the proposed new PBC Agreements with SCCSL, to the June RBC and PBC EGMs.

Kind regards,
Cheryl

From: Cheryl McBride <cheryl.mcbride@teamleisure.com.au>
Sent: Friday, 4 April 2025 10:48 PM

To: longesm@gmail.com; sjandos001@gmail.com; D. Taylor & S Vernon
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andrea@luyckx.com; phawley@optusnet.com.au; Tony McGinty <tmcginty52@gmail.com>;
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<pedrohay@hotmail.com>; Hugh Martin <hmartin@y7mail.com>
Cc: Jodie Syrett <Jodie.Syrett@scove.com.au>
Subject: Administration & Management Agreements

Good afternoon, Members Nominees,
I hope you are well.

As foreshadowed at the 27th March PBC EGM, pls find attached 3 documents for your RBC's consideration:

1. the draft Administration Agreement (1st November 2025 – 31st October 2026)
2. the draft Facilities Management Agreement (1st November 2025 – 31st October 2026), and
3. the current Administration & Management Agreement (due to expire 31st October 2025)

The current Administration & Management Agreement (AMA) is a contract with 3 parties, the PBC, the PBC, and Sanctuary Cove Community Services Ltd (SCCSL). It includes services for body corporate administration and facilities management. Under the terms of agreement, by 31st July 2025, the PBC must communicate to SCCSL the intention to continue or discontinue another 3 year term. The last opportunity for the PBC to consider a resolution to make change is 26th June 2025 EGM.

Draft agreements are now available to share with your RBC committees for feedback, comments, and questions. Pls note, the 2 draft agreements relate only to the PBC and its contract with SCCSL and separate the areas, Administration and Facilities Management. (The PTBC will have a separate agreement with SCCSL)

The intention of separating the agreements and limiting the duration to 12 months is to provide opportunity for benchmarking efficiencies, securing independence and control, changing delegations, and improving transparency. During the period, the agreements can be monitored and changes can be made prior to committing to any further terms.

Pls share with your RBC members, provide feedback on the 2 drafts, and send to me prior to the 24th April EGM. I will group and classify the combined responses in readiness for discussion.

Following incorporation of suggestions strengthening the agreements, the final drafts will be presented to the RBCs at the June EGMs and the PBC at the 26th June EGM.

I attached the current AMA for ease of comparison.
Pls do not hesitate to call if you have any concerns or questions.

Kind Regards

Cheryl McBride OAM

M.ED., B.Leg.S, B.Ed., Gr.Dip.-Rem.Ed, Dip. Teach.
Secretary Sanctuary Cove PBC
0439 936 955

ADMINISTRATION AGREEMENT

Sanctuary Cove Principal Body Corporate

AND

**Sanctuary Cove Community Services Limited
ACN 119 669 322**

DRAFT

ADMINISTRATION AGREEMENT:

Engagement of a Body Corporate Manager under *Sanctuary Cove Resort Act 1985 (Qld)*

This agreement is made on

BETWEEN

Sanctuary Cove Principal Body Corporate of 'Shop', 1A Lot 33 Masthead Way, Hope Island, Queensland 4212 (the "PBC")

AND

Sanctuary Cove Community Services Limited ACN 119 669 322 of 'Shop', 1A Lot 33 Masthead Way, Hope Island, Queensland 4212 (the "Manager")

(collectively, the "Parties")

TERMS OF AGREEMENT

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 Unless the context otherwise permits –
 - a) "Act" means the *Sanctuary Cove Resort Act 1985 (Qld)*;
 - b) "Agreed Services" means those services stated in Schedule A;
 - c) "Associate" has the meaning given in section 26B of the *Building Units and Group Titles Act 1980 (Qld)*.
 - d) "Authorised Powers" means all those powers of the chairperson, secretary and treasurer of the PBC that are capable of exercise by a body corporate manager under the Act unless otherwise amended or excluded under this Agreement;
 - e) "By-laws" means the Residential Zone Activities By-Laws, the Secondary

- Thoroughfare By-Laws and the Development Control By-Laws;
- f) "Executive Committee" means the executive committee chosen by the PBC pursuant to the Act;
 - g) "Financial Year" means the financial year of the PBC commencing 1 November and ending 31 October unless otherwise varied;
 - h) "PBC Expenditure Policy" means Schedule B or any other written instruction from the PBC as (passed in general meeting) and as amended from time to time, setting out a procedure for authorising expenditure of the PBC;
 - i) "PBC Member's Nominee" means a nominee appointed pursuant to section 24 of the Act;
 - j) "Term" means the period set out in clause 3.1 of this Agreement;
 - k) "Terms of Agreement" means the terms of agreement applying to this Agreement.

1.3 This Agreement comprises:

- a) the Terms of Agreement; and
- b) Schedule A;
- c) Schedule B.

2. WHAT IS THIS AGREEMENT?

- 2.1 The PBC appoints the Manager as the body corporate manager and the Manager accepts the appointment.
- 2.2 The Manager is engaged by the PBC as an independent contractor to supply the Agreed Services to the PBC.
- 2.3 For the avoidance of doubt, the PBC 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 PBC.

3. WHAT IS THE TERM OF THIS AGREEMENT?

3.1 The Manager is appointed for one (1) years, commencing on 1 November 2025 and ending 31 October 2026.

4. WHAT ARE THE DUTIES UNDER THIS AGREEMENT?

4.1 The Manager must provide the Agreed Services to the PBC in accordance with the terms of this Agreement.

4.2 During the Term, the Manager shall have the custody of the common seal of the PBC.

4.3 The Manager will:

- a) comply with the Act;
- b) comply with the Code of Conduct in Schedule 5 of the Act;
- c) comply with the lawful and reasonable directions of the PBC, Executive Committee and/or the Nominee as appointed under clause 7;
- d) use its best endeavours to ensure that its employees, officers, contractors and agents act honestly, in good faith, prudently and professionally, and take reasonable care and skill to perform the Agreed Services;
- e) use its best endeavours to provide exceptional customer service to the PBC, the Executive Committee and the residents within the Residential Zone;
- f) not use its position as a body corporate manager and its access to PBC records for its own benefit (and outside of providing the Agreed Services) including, but not limited to, issuing communications to lot owners, their agents and/or tenants within the Residential Zone without approval in writing from the Nominee as appointed under clause 7.

4.4 The PBC will use its best endeavours to ensure:

- a) the voting Executive Committee members and the PBC Members' Nominees, are at all times aware of their obligations under the Act; and
- b) that the lot owners, their agents and tenants within the Residential Zone deal with the Manager (including its employees, officers, contractors or agents) in a professional and courteous manner and not in a way that constitutes threatening or abusive behaviour.

5. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER?

5.1 The PBC authorises the Manager to exercise the Authorised Powers to facilitate the performance of the Agreed Services.

5.2 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.

5.3 Without limiting clause 5.1, the Manager is specifically authorised to administer funds controlled by the PBC, provided that:

- a) expenditure is authorised by the PBC in accordance with the Act; and
- b) the PBC Expenditure Policy is complied with.

5.4 Further, the Manager is specifically authorised to issue notices relating to breaches of the By-Laws to lot owners, their agents and/or tenants within the Residential Zone.

5.5 The authorisation given by PBC 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 PBC or the Executive Committee;
- b) relieve the PBC or the Executive Committee of their statutory functions.

5.6 The PBC specifically authorises the Manager to:

- a) obtain quotations for insurances required to be effected by the PBC under the Act;
- b) effect, on behalf of the PBC such insurances as the PBC directs the Manager to obtain;
- c) pay insurance premiums from the PBC's funds; and
- d) submit insurance claims to the PBC's insurers.

5.7 The PBC agrees and acknowledges that the Manager, in performing the services under clause 5.6, is not providing advice, nor is the Manager obliged to provide advice as to what insurance policy or policies the PBC ought to effect and the PBC 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 PBC and/or the extent, nature, level or appropriateness of any insurance policy effected from time to time by the PBC.

6. HOW IS THE MANAGER TO BE PAID?

6.1 Subject to clause 6.3, the PBC must pay the Manager:

- a) the actual cost incurred for all things done by the Manager for the PBC pursuant to the terms of this Agreement (including any disbursements); and
- b) a pro-rata proportion of all costs, charges, expenses and overheads incurred by the Manager (including costs incurred by Sanctuary Cove Community Services Limited or any of its wholly owned subsidiaries), in performing or procuring the performance of the Agreed Services.

6.2 The consideration paid to the Manager under clause 6.1, shall be paid in advance as follows:

- a) the PBC will pay the Manager for the provision of the Agreed Services in each Financial Year based upon the costs incurred by the Manager in providing the Agreed Services to the PBC for that Financial Year;
- b) three (3) months prior to the commencement of each Financial Year, the Manager must provide the PBC with the Manager's budget prepared for the provision of the Agreed Services for the relevant Financial Year and advise of the budgeted instalments to be paid at the commencement of each quarter during the relevant Financial Year;
- c) prior to the commencement of each quarter, the Manager must provide the PBC with an invoice for the quarter based upon the budgeted instalments and the PBC must pay the invoice within 14 days of receipt of that invoice;
- d) within 60 days of expiration of each Financial Year, the Manager must provide an audited statement of the actual costs incurred by the Manager for the Financial Year in providing the Agreed Services;
- e) where:
 - i. the actual costs incurred exceed the budgeted amount, the Manager must notify the PBC of the shortfall and the Manager will be entitled to add the shortfall to the next invoice issued to the PBC under this Agreement;
 - ii. the actual costs incurred are less than the budgeted amount, the Manager must notify the PBC of the amount of the credit for the excess paid

- to be applied by the Manager against the next invoice issued by the Manager to the PBC under this Agreement;
- iii. there are no further invoices required to be issued under this Agreement, then the Manager will either issue a further invoice to the PBC for the shortfall (to be paid in 14 days) or will issue a refund of the excess paid when provided the statement to the PBC.
- 6.3 The costs required to be paid by the PBC to the Manager under this clause, must be paid 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. HOW DOES THE PBC GIVE INSTRUCTION TO THE MANAGER?
- 7.1 The PBC must nominate in writing a person who must be a voting Executive Committee member to communicate with the Manager on behalf of the PBC (the Nominee). In the event that no person is nominated by the Executive Committee, the chairperson of the Executive Committee is taken to be the Nominee.
- 7.2 The PBC may replace the Nominee either for a temporary period or permanently, by giving written notice to the Manager.
- 7.3 For the avoidance of doubt, the purpose of the Nominee is to communicate the decisions of the PBC and the Executive Committee and not act unilaterally in making decisions on behalf of the PBC and/or the Executive Committee that would be contrary to the Act.
- 7.4 The Manager agrees to comply with the reasonable and lawful written instructions given by the Nominee in relation to the provision of the Agreed Services by the Manager, to the extent that the Act permits such instruction to be given by the Nominee.
- 7.5 The PBC must communicate with the General Manager of the Manager and/or any other person nominated by the General Manager from time to time.
8. DISCLOSURE OF ASSOCIATES
- 8.1 If the PBC considers and/or proposes to enter into a contract for the supply of goods and/or services from a provider and that provider is an Associate of the Manager, then the Manager must disclose the relationship to the PBC:
- a) if the Manager is aware of the proposed contract 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 Where the Manager has an arrangement with the provider of goods and/or services, and the Manager is entitled to receive a commission if the PBC enters into a contract with that provider, then the Manager must disclose to the PBC the details of that arrangement before accepting any commission from the provider.
- 8.3 With the exception of any arrangement disclosed by the Manager as described in clause 8.2, the Manager must not, without the prior consent of the PBC receive any commission from any contractor or supplier because PBC entered into an agreement with the contractor or supplier.
9. RELEASE AND INDEMNITY BY THE PBC
- 9.1 The PBC:
- 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 PBC that did not result from a negligent act or omission of the Manager; and
- b) indemnifies and keeps indemnified the Manager against any damages, losses, liabilities, costs, expenses or claims incurred by the Manager (including the Manager being made a party to any litigation commenced by or against the PBC) arising from or in connection with any act or omission of the PBC that did not result from a negligent act or omission of the Manager.
10. PBC WARRANTY
- 10.1 The PBC warrants it has validly passed any necessary resolutions required to enable it to enter into this Agreement with the Manager or give any authorisation to the Manager under it.
11. TRANSFER OF THIS AGREEMENT
- 11.1 This Agreement may only be transferred with the consent of the Parties in writing.
12. TERMINATING THIS AGREEMENT
- 12.1 The PBC may terminate this Agreement by notice in writing to the Manager if the Manager:
- breaches this Agreement and does not remedy the breach within 28 days of being given notice specifying the breach and requiring the Manager to remedy it;
 - is guilty of gross misconduct or gross negligence in the providing the Agreed Services;
 - is convicted of an indictable offence involving fraud, dishonesty or assault; or
 - if a company, is liquidated.
- 12.2 Termination of this Agreement shall only be valid where the PBC has complied with its statutory obligations
- to obtain any necessary resolutions of its members.
- 12.3 The right of termination given by this clause 12 is additional to any rights or remedies available at law.
- 12.4 The Manager may terminate this Agreement at any time and for any reason by giving 60 days' written notice to the PBC.
13. PBC RECORDS
- 13.1 The Manager acknowledges that, in performing the Agreed Services, documents and information will be created or received and such documents and information are a PBC record.
- 13.2 The Manager is required to facilitate access to the PBC's records in accordance with the Act.
- 13.3 The Manager is also required to provide the Executive Committee with reasonable access to the PBC's records for the purpose of the Executive Committee discharging its duties under the Act (see Schedule A).
- 13.4 On expiry or earlier termination of this Agreement, the Manager must deliver to the PBC its seal and the records and other documents in accordance with the Act.
- 13.5 The Manager acknowledges that it does not have a lien over the seal and the records and other documents of the PBC.
- 13.6 Without any obligation on the part of the Manager, the PBC authorises the Manager to hold any document of the PBC 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 good 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 PBC 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 PBC must pay to the Manager, in addition to any fee or consideration payable for the Agreed Services, any additional amount of GST payable on the supply of those services.
- 14.4 The PBC 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. DISPUTE RESOLUTION
- 15.1 For any dispute arising under this Agreement, the Parties agree that its representatives will, at all times, act with complete propriety, fairly and in accordance with the highest professional standards. Both Parties agree to deal with any dispute promptly and act cooperatively to resolve the dispute.
- 15.2 In the event of a dispute, the Parties agree as follows:
- a) the Parties will try to settle the dispute by direct negotiation; and
 - b) if the dispute cannot be resolved by the Parties within one (1) month of direct negotiations, then the party claiming the existence of a dispute may commence legal proceedings to have the matter determined.
16. CONFIDENTIALITY
- 16.1 The Manager must not make any announcement about Sanctuary Cove Resort or the PBC, nor disclose confidential and proprietary information of the PBC to any party without first obtaining the approval of the PBC, unless under compulsion by law.
17. NOTICES
- 17.1 Notices given under this Agreement must be:
- 17.1.1 in writing;
 - 17.1.2 signed by the party giving the notice or an authorised representative at law;
 - 17.1.3 addressed to the person to whom the notice is to be given or their solicitor.
- 17.2 Notices must be either:
- 17.2.1 delivered by hand;
 - 17.2.2 posted by pre-paid registered mail, express post, certified mail or other type of pre-paid post; or
 - 17.2.3 dispatched by email,
- 17.3 to the address of the party as notified in this Agreement or such other address as updated in writing to the other party or to a party's solicitor.
18. SEVERABILITY
- 18.1 Any term of this Agreement which is wholly or partially void or unenforceable is served to the extent that is void or unenforceable. The validity or enforceability of the remainder of this Agreement is not affected.
19. GOVERNING LAW
- 19.1 This Agreement is governed by the laws of Queensland.
20. VARIATION
- 20.1 No variation of this Agreement is effective unless made in writing and signed by each party.
21. COUNTERPARTS
- 21.1 This Agreement may be executed in any number of counterparts, each of which:
- a) may be executed electronically or in handwriting; and
 - b) will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same document.

- 21.2 Without limiting the foregoing, if the signatures on behalf of one party are on more than one copy of this Agreement, this shall be taken to be the same as, and have the same effect as, if all those signatures were on the same counterpart of this Agreement.

23. CONSENT TO ELECTRONIC COMMUNICATION

- 23.1 The parties agree and consent to information, correspondence and notices being given by electronic communication for the purposes of sections 11 and 12 of the *Electronic Transactions (Queensland) Act 2001*.

DRAFT

SCHEDULE A – AGREED SERVICES

1. Secretarial

- a) Convene and attend the Annual General Meeting.
- b) Act as Chairperson at general meetings and Executive Committee meetings if required and approved in accordance with the Act.
- c) Call for nominations for all positions of the Executive Committee.
- d) Prepare and receive digital and physical voting papers, nominations, ballot papers, company nominee forms, proxies and other associated meeting documentation.
- e) Prepare and distribute the notice of the annual general meeting and ancillary documentation.
- f) Record and distribute minutes of annual general meeting.
- g) Prepare and distribute notices for Executive Committee meetings and ancillary documentation (up to 12 meetings per year).
- h) Attend Executive Committee meetings and record and distribute minutes (up to 12 meetings per year).
- i) Prepare and distribute notices for Extraordinary General Meetings and ancillary documentation (up to 12 meetings per year).
- j) Attend Extraordinary General Meetings and record and distribute minutes (up to 12 meetings per year).
- k) Prepare and distribute decisions made via vote outside of Executive Committee meetings.
- l) Attend meetings of the subcommittees established under the Act (up to 12 per year per subcommittee) and to the extent required, prepare and issue agendas, take minutes and issue minutes from those meetings.
- m) Securely store the Common Seal in accordance with the Act.
- n) Affix the Common Seal in accordance with a relevant approval stipulated in minutes of a duly convened general meeting.

2. Financial

- a) Open, maintain and operate a bank account for the administrative fund and the sinking fund.
- b) Establish investment bank accounts and arrange for the transfer of monies from the bank account to the investment account(s).
- c) Manage the rollover of term deposits as and when required ensuring incentive terms are taken advantage of.
- d) Open/close/rollover term investment account.
- e) Prepare a statement of accounts for each financial year for the administration and sinking fund.
- f) Prepare a draft administration and sinking fund budget for each financial year.
- g) Process and pay invoices and accounts subject to the written restrictions of the PBC.
- h) Prepare and retain financial records and statements.

- i) Prepare a detailed line-item income and expenditure statement compared to the budget referred to in clause 6.2(b).
- j) Act as public officer for the purpose of lodging Business Activity Statement.
- k) Financial statement audit preparation including the preparation of financial statements.
- l) Preparation of information for audit of records.
- m) Attendance with auditors and responding to queries on behalf of the PBC.
- n) Prepare information for preparation and lodgement of annual tax return by registered tax agent.
- o) Attendance with tax agents and responding to queries on behalf of the PBC.
- p) Prepare and issue levy notices to members for payment of contributions in accordance with the PBC's approval.
- q) Prepare and issue invoices to members or third parties (eg utility use on-charging).
- r) Statutory compliance support including preparation of information for Business Activity Statement and Income Tax Return.
- s) Preparation and submission of Australian Business Statistics Survey documents.
- t) Invoice, receive and process application fees, compliance agreement fees and any other fees collected by the PBC.
- u) Facilitate compliance agreement fee collection and compliance agreement fee releases.
- v) Provide a monthly report detailing payments and receipts to the Treasurer.

3. Levies

- a) Prepare and issue notices to members for payment of levy contributions in accordance with the minuted general meeting approval of the PBC.
- b) Receipt and bank levies.

4. Debt Collection

- a) Monitor ageing accounts and payable balances.
- b) Monitor ageing accounts and receivable balances.
- c) Facilitate debt collection process for outstanding levy contributions and other outstanding amounts owed to the PBC through an approved debt recovery agent and/or law firm, where approved by the PBC in general meeting.

5. Insurances

- a) Obtain the required number of quotes for the renewal of insurances from APRA approved insurers.
- b) Arrange an EC meeting by written vote or other means to accept the chosen insurer and insurance renewal terms.
- c) Assist with protracted negotiations for renewal of insurance of dealing with and obtaining additional requirements sought by the insurer.

- d) Pay insurance premiums.
- e) Prepare and lodge insurance claims under instruction from the PBC or EC.

6. Administrative

- a) Maintain the PBC roll and any required registers.
- b) Maintain, keep and store all PBC records in accordance with the Act.
- c) Store PBC records via electronic document management system.
- d) Securely store PBC service contracts.
- e) Administer inward and outward correspondence of the PBC keep the Executive Committee of this correspondence. This extends to the preparation and issuing of correspondence as directed by a subcommittee and approved by the PBC.
- f) Provide compliance advice on the Act to the PBC and the Executive Committee regarding relevant and applicable legislation governing the conduct of PBC procedures.
- g) Arrange the archive storage, retrieval and administration of the PBC hard copy records.
- h) Arrange destruction of hard copy PBC records greater than the statutory storage period where requested via a minuted instruction of the PBC.
- i) Assist in implementing the lawful decisions of the PBC and the Executive Committee that fall within the Agreed Services.
- j) Attend to telephone calls and walk-in enquiries of lot owners, their agents and tenants within the Residential Zone.
- k) Prepare and distribute announcements and communications to lot owners, their agents and tenants on behalf of the PBC as directed and approved by the Executive Committee.

7. Compliance

- a) Inspect the Residential Zone for compliance with the By-laws (once a week by road and once every 2 months by boat).
- b) Issue by-law breach notices.
- c) Make recommendations to the PBC on how to proceed with regular breaches of the By-laws and assist the PBC in taking any enforcement action.

8. Legal / Dispute Resolution

- a) When requested by the PBC, assist the PBC in drafting and filing an application to the Office of the Commissioner for Body Corporate and Community Management.
- b) Search PBC records and prepare material in response to subpoena for evidence in legal proceedings.
- c) Assist the PBC in managing its legal proceedings through solicitors engaged by the PBC.

9. Development Applications

- a) Provide guidance and answer queries from lot owners regarding the Development Control By-Laws and processes for the approval of building development.

- b) Manage and administer the development approval application process within the Residential Zone as directed by the PBC.
- c) Engage with service providers of the PBC as required to fulfill their contracts including (but not limited to) architects, engineers, surveyors, solicitors and builders.

10. Access to Records

- a) Make available the records of the PBC for inspection in accordance with the Act.
- b) At the request of the Chairperson, provide the Executive Committee with reasonable access to the PBC's records at no additional cost providing such records can be delivered digitally and are not already made available via a shared drive, portal or website.
- c) A request for hard copy records of a large volume of digital records will be considered on a case-by-case basis and the Manager will provide a quotation for the delivery of copies of such records.

11. Technology

- a) Develop and maintain a Website for the Executive Committee, lot owners and residents. This is to provide access to historical records, guides and policies, as well as the capability for other programmes and ad hoc communications from the PBC to lot owners.

SCHEDULE B – PBC EXPENDITURE POLICY (ADMINISTRATION)

PART A: Committing to or incurring expenditure on behalf of the PBC

1. The Manager has no authority to incur expenditure on behalf of the PBC.
2. A budgeted amount is not authority for expenditure.
3. Expenditure must be approved by the PBC in general meeting unless:
 - a. the PBC has resolved (by special resolution) to authorise the Executive Committee to expend monies in that particular financial year. In that situation, the Executive Committee may undertake expenditure in accordance with the motion approved by the PBC;
 - b. the PBC enters into an agreement with a person or entity (Contracting Party) and the terms of that agreement authorise the Contracting Party to incur expenditure on behalf of the PBC (for example a Facilities Management Agreement).
4. Where expenditure is unbudgeted, consideration must be given to whether a special levy is required to be raised to meet the expenditure proposed.
5. The Manager will not issue a work order without, where necessary, written evidence of the appropriate motion having been successfully carried in a general meeting of the PBC.

PART B: Approving expenditure

The Manager must ensure that for any proposed expenditure, the following number of quotations are obtained:

	Expenditure Type		
Quotations for expenditure (for work to be performed or for the purchase of personal property)	Admin Fund Budgeted	Admin Fund Unbudgeted	Sinking Fund Expenditure
Value of expenditure < \$2,500	No quote required	1 quote	
Value of expenditure between \$2,501 & \$10,000	1 quote	2 quotes	
Value of expenditure between \$10,001 & \$50,000	2 quotes		
Value of expenditure between \$50,001 & \$250,000	3 quotes		
Value of expenditure over \$250,000	A Tender Process is Required under instruction from the PBC		

PART C: Paying expenses of the PBC

The Manager must ensure that approval from the following Executive Committee members are obtained before paying for invoices of the PBC:

	Expenditure Type		
	Admin Fund Budgeted	Admin Fund Unbudgeted	Sinking Fund Expenditure
Invoices for works, services and goods			
Invoice Value < \$2,500	No approval required	PBC Treasurer	
Value of work between \$2,501 & \$5,000	PBC Treasurer		
Value of work above \$5,000	PBC Chairperson & PBC Treasurer		
Invoices for professional legal services	PBC Chairperson & PBC Treasurer		

NB: all amounts listed are inclusive of GST

NB: For Part C, the PBC Chairperson and PBC Treasurer may nominate another Executive Committee member in their absence.

Executed as an Agreement in Queensland.

THE COMMON SEAL of SANCTUARY COVE)
PRINCIPAL BODY CORPORATE is affixed in accordance)
with section 25 of the *Sanctuary Cove Resort Act*)
1985 (Qld))

Name of Secretary of Executive
Committee

*Signature of Secretary of Executive
Committee*

Name of Executive Committee Member

Signature of Executive Committee Member

EXECUTED by SANCTUARY COVE COMMUNITY)
SERVICES LIMITED ACN 119 669 322 in)
accordance with section 127 of the *Corporations*)
Act 2001 (Cth) by:)

Name of Director

Signature of Director

Name of Director/Secretary

Signature of Director/Secretary

ADMINISTRATION AND MANAGEMENT AGREEMENT

SANCTUARY COVE PRINCIPAL BODY CORPORATE

SANCTUARY COVE PRIMARY THOROUGHFARE BODY CORPORATE

SANCTUARY COVE COMMUNITY SERVICES LIMITED

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ADMINISTRATION AGREEMENT

Date This Agreement is made on the 25 day of August . 2022
between

Parties SANCTUARY COVE PRINCIPAL BODY CORPORATE (the **PBC**)
and
SANCTUARY COVE PRIMARY THOROUGHFARE BODY CORPORATE
(the **PTBC**)
and
SANCTUARY COVE COMMUNITY SERVICES LIMITED (the **Manager**)

Background

- A. The PBC and the PTBC are constituted under the *Sanctuary Cove Resort Act 1985* (the **SCRA**).
- B. The SCRA requires the PBC and PTBC to undertake and perform various duties for the benefit of the proprietors, and permits, subject to certain limitations stated in sections 47AB (2) and 91AB (2), the PBC and the PTBC to delegate its duties under the SCRA.
- C. The PBC and PTBC wish to appoint the Manager to perform certain duties and provide certain services.
- D. The Manager has agreed to accept the appointment on the Terms set out in this Agreement.

OPERATIVE PART:

1. Definitions and interpretation

1.1 Definitions

The following words have these meanings unless the contrary intention appears:-

"All Common Areas" or ("ACA") means the Secondary Thoroughfare and the Primary Thoroughfare.

"Agreement" means this document.

"Body Corporate" or "Bodies Corporate" means one or both the PBC and PTBC.

"By-Laws" means the Secondary Thoroughfare By-Laws, Primary Thoroughfare By-Laws, Residential Zone Activities By-Laws, and Development Control By-Laws as amended, modified, or repealed and replaced from time to time.

"Commencement Date" means the date stated in Schedule 1.

"Duties" means the duties of listed in Schedule 2.

"Executive Committee" has meaning given to it in the SCRA.

"Financial Year" means the financial year of the PBC and the PTBC.

"First Further Term" means the period stated in Schedule 1.

"GST" has the same meaning as in the GST Act.

"GST Act" means the *A New Tax System (Goods & Services) Act 1999*.

"Law" means any legislation or subordinate legislation, order, or ordinance applicable to the management and conduct of the Bodies Corporate or the performance of the Administration and Management Services from time to time.

"Administration and Management Services" means the services listed in Schedule 3.

"Primary Thoroughfare" has the meaning given to it in the SCRA.

"Resort" means the Sanctuary Cove Resort.

"SCRA" means the *Sanctuary Cove Resort Act 1985 (Qld)* as amended, modified, or repealed and replaced from time to time.

"Second Further Term" means the period stated in, Schedule 1.

"Secondary Thoroughfare" has the meaning given to it in the SCRA.

"Term" means the period stated in Schedule 1.

"Termination Date" means the date stated in Schedule 1.

1.2 Interpretation

- (a) In this Agreement, unless the context otherwise requires, reference to:
 - (i) a person includes any other entity recognised by Law and vice versa;
 - (ii) a party includes the party's executors, administrators or permitted assigns; and
 - (iii) month or monthly means calendar month or calendar monthly.
- (b) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (c) In this Agreement, unless the context otherwise requires, reference to:
 - (i) one (1) gender includes the others and
 - (ii) the singular includes the plural and vice versa.
- (d) If a party consists of more than one (1) person, this Agreement binds each of them separately and any two (2) or more of them jointly.
- (e) An obligation, representation, or warranty in favour of more than one (1) person is for the benefit of them separately and jointly.
- (f) Headings are for reference purposes only and do not form part of this Agreement or affect its interpretation.
- (g) References to clauses and schedules will be construed as references to clauses and schedules of this Agreement. Reference to an item is a reference to an item in a Schedule to this Agreement.
- (h) Reference to any statute, regulation or provision of a statute or regulation, or subordinate legislation ("statutory provision") includes:
 - (i) that statutory provision as amended or re-enacted from time-to-time; and
 - (ii) a statute, regulation or provision enacted to replace that statutory provision.

2. Appointment

- 2.1 The PBC and the PTBC severally appoint the Manager, and the Manager accepts the appointment, to perform the Duties and Administration and Management Services during the Term from the Commencement Date and finishing on the Termination Date.
- 2.2 The PBC and the PTBC may exercise the option to extend the appointment under this Agreement for the First Further Term by ordinary resolution not less than three (3) calendar months prior to the expiration of the Term.

- 2.3 The PBC and the PTBC may exercise the option to extend the appointment under this Agreement for the Second Further Term by ordinary resolution not less than three (3) calendar months prior to the expiration of the Term.
- 2.4 The First Further Term and the Second Further Term shall be on the same Terms and conditions as this Agreement.
- 2.5 The appointment by the PBC and the PTBC is in accordance with the authority of resolutions passed at general meeting and in the exercise of the powers conferred by:
- (a) section 47AB of the SCRA in respect of the PBC; and
 - (b) section 91AB of the SCRA in respect of the PTBC.

3. Delegation

- 3.1 The PBC and the PTBC severally delegate to the Manager and the Manager accepts the following delegation:
- (a) the powers, authorities, and functions necessary to perform the Administration and Management Services as set out in this Agreement;
 - (b) the maintenance of Primary Thoroughfare and Secondary Thoroughfare as set out in this Agreement;
 - (c) the control, protection, and preservation of the Primary Thoroughfare and Secondary Thoroughfare as set out in this Agreement;
 - (d) the authority to operate bank accounts on behalf of the PBC and the PTBC;
 - (e) the management of maintenance works, security and insurance coverage as set out in this Agreement;
 - (f) the custody of the common seal of the PBC and PTBC's authority to affix it in accordance with the SCRA; and
 - (g) the additional powers, authorities, duties, and functions of the PBC and the PTBC, notified in writing from time to time by its committee and chairperson.
- 3.2 In the event the delegation in clause 3.1 is unlawful, then it is withdrawn, and the Manager is authorised to exercise the powers of the chairperson, secretary and treasurer unless revoked in writing in the way prescribed by the SCRA.
- 3.3 For the avoidance of any doubt, the PBC and the PTBC may continue to exercise or perform all or any of the powers, authorities, duties, or functions delegated by it to the Manager.
- 3.4 If the PBC or the PTBC seeks to exercise or perform all or any of the powers, authorities, duties, or functions delegated to the Manager, the Manager:
- (a) is not in breach of this Agreement by failing to exercise those powers, authorities, duties, or functions being performed by the PBC or the PTBC; and

- (b) reserves the right to impose additional charges pursuant to the hourly rates set out in Schedule 1 to account for the further work imposed on the Manager in the PBC and/or PTBC performing or exercising such powers, authorities, duties, or functions.

4. Duties of the Manager

4.1 The Manager will:

- (a) abide by the directions given from time to time by the Executive Committees of the PBC and the PTBC;
- (b) comply with and to the best of its ability ensure that the PBC and the PTBC comply with all applicable Laws;
- (c) to the best of its ability, ensure its officers and agents act honestly and in good faith;
- (d) to the best of its ability, ensure its officers and agents act prudently, professionally and take reasonable care and skill to perform the Administration and Management Services; and
- (e) where the circumstances require the Manager to engage the services of another entity in the performance of the Administration and Management Services, the Manager may, as agent of the PBC and the PTBC, enter into agreements with the other entity selected or approved by the PBC or the PTBC.

5. Cost of Administration and Management Services

5.1 The PBC and the PTBC must pay the Manager, subject to clause 5.3:

- (a) the actual cost incurred for all things done by it for the PBC or the PTBC pursuant to the terms of this Agreement, as set out in Schedule 4; and
- (b) a pro-rata proportion of all costs, charges, expenses, and overheads incurred by the Manager (including costs incurred by Sanctuary Cove Community Services Limited or any of its wholly owned subsidiaries), in performing or procuring the performance of the Duties or the Administration and Management Services.

5.2 GST

For the avoidance of doubt, it is agreed that:

- (a) the actual cost incurred by the Manager does not include any amount of GST paid or payable by the Manager to any contractor or supplier for which the Manager is entitled to claim an input tax credit under the GST Act;
- (b) the actual cost incurred by the Manager does include any amount of GST that the Manager is obliged to pay under the GST Act in respect of the supply constituted by the performance of the Administration and Management Services under this Agreement; and

- (c) The Manager is obliged to provide to the PBC or the PTBC, within twenty-one (21) days prior to the amount being payable, a valid tax invoice that is compliant with the GST Law for all amounts claimed by the Manager under this Agreement.
- 5.3 The consideration paid to the Manager under clause 5.1, may be paid in such a way as agreed with the Manager and resolved by the PBC and the PTBC from time to time, but unless otherwise agreed and resolved by ordinary resolution at a General Meeting by the PBC and PTBC, shall be paid in advance as follows:
- (a) The PBC and the PTBC covenants to pay to the Manager an amount for the provision of the Administration and Management Services in each Financial Year based upon the costs incurred by the Manager in providing the Duties and the Administration and Management Services for the PBC or the PTBC for that Financial Year.
 - (b) Three (3) months prior to the commencement of each Financial Year, the Manager shall provide in writing to the PBC and the PTBC the budget prepared for Administration and Management Services for the relevant Financial Year and advise of the budgeted instalments to be paid at the commencement of each quarter during the relevant Financial Year.
 - (c) The Manager shall provide to the PBC and the PTBC at the commencement of each quarter, an invoice for the quarter based upon the budgeted instalments and the PBC and the PTBC must pay the invoice within fourteen (14) days of the receipt of that invoice.
 - (d) Within sixty (60) days of the expiration of each Financial Year, the Manager shall provide an audited statement of the actual costs incurred for the Financial Year in providing the Administration and Management Services.

Where the costs incurred exceed the budget amount, the Manager shall notify the PBC and the PTBC of the shortfall and the Manager shall be entitled to add the shortfall to the next invoice issued to the PBC and the PTBC under this Agreement.

Where the costs are less than the budgeted amount, the Manager shall notify the PBC and the PTBC of the amount of the credit for the excess paid to be applied by the Manager against the next invoice issued by the Manager to the PBC and the PTBC under this Agreement.

Where no further invoices are required to be issued under this Agreement, then the Manager shall either issue a further invoice to the PBC and the PTBC for the shortfall (to be paid within fourteen (14) days of receipt by the PBC and the PTBC) or shall issue a refund of the excess paid when providing the statement to the PBC and the PTBC.

6. Instructions to Manager

6.1 Instructions

All instructions and directions to be given to the Manager by the PBC may be given only by persons nominated and authorised in writing by the Executive Committee of the PBC or failing such nomination and/or authorisation, by the chairperson of the PBC.

All instructions and directions to be given to the Manager by the PTBC may be given only by persons nominated and authorised in writing by the Executive Committee of the PTBC, or failing such nomination and/or authorisation, by the chairperson of the PTBC.

6.2 Compliance with instructions

The Manager agrees to comply with the reasonable written instructions and directions given by the person nominated and authorised under clause 6.1 in respect of the performance of the Administration and Management Services and Duties provided under this Agreement.

7. Authority to pay

Subject to the SCRA and the provisions of this Agreement, the Manager is expressly authorised by the PBC and the PTBC to disburse the funds for the relevant Body Corporate as follows:

- (a) to carry out the Administration and Management Services;
- (b) to pay insurance premiums;
- (c) to pay monies in accordance with the budget approved by the PBC or the PTBC;
- (d) to pay monies regarding Primary Thoroughfare or the Secondary Thoroughfare;
- (e) to pay auditors', accountants', solicitors' fees and other advisers and entities engaged in accordance with this Agreement to provide services from time to time;
- (f) to pay remuneration fees under this Agreement, in accordance with the SCRA; and
- (g) to pay for the day to day running expenses of the PBC or the PTBC.

8. Indemnity

8.1 Indemnity of the Manager

Except in the event of a negligent act or negligent omission by the Manager, the PBC and the PTBC will indemnify the Manager from and against all actions, claims, demands, losses, costs, damages, and expenses properly incurred by the Manager in carrying out the obligations of the PBC or the PTBC under this Agreement.

8.2 Failure on part of the Manager

Provided that the Manager has given reasonable notice to the PBC or the PTBC of the requirements, nothing in this Agreement will render the Manager liable to the PBC or the PTBC where the Body Corporate fails to make an appropriate decision or fails to have sufficient funds to enable the Manager to carry out the obligations under this Agreement.

9. Termination

9.1 Termination by Body Corporate

In the event that the Manager fails to perform its obligations under this Agreement the PBC or the PTBC may terminate this Agreement without prejudice to any other rights of the other, provided the entity alleging the failure first gives written notice to the Manager of such failure and the failure continues unremedied for one (1) month after the notice is received.

9.2 Termination by Manager

- (a) The Manager may, subject to clause 9.2(b), terminate this Agreement where:
 - (i) the PBC or the PTBC fails to remunerate the Manager in accordance with this Agreement; or
 - (ii) the PBC or the PTBC acts or fails to act in such a way as to prevent the Manager from properly carrying out its obligations under this Agreement.
- (b) The Manager must not terminate this Agreement unless it has given the respective Body Corporate not less than one (1) months' notice in writing of the matters in clause 9.2(a)(i) or (ii), and that matter has not been remedied within that time.

9.3 Expiration of Term

At the expiration of the Term, and any exercises of the First Further Term or the Second Further Term, and in the absence of termination by either party or any further instrument of appointment, the Manager will remain as Manager on a monthly basis on the same terms of this Agreement until it is determined by either party by giving one (1) months' notice in writing to the other.

9.4 Clauses 9.1 and 9.2 do not prevent the termination of this Agreement at any time by agreement between the parties.

10. Delivery of records

Within seven (7) days of the termination of and the payment of all monies under this Agreement, the Manager will deliver up all records of each Body Corporate to the chairperson or other person nominated by the respective Body Corporate in accordance with section 43(5) of the SCRA.

11. Banking Authority

11.1 Opening bank account

For the purposes of the SCRA, the PBC and the PTBC authorise the Manager to open and operate a bank account and investment accounts as necessary and to deposit into that bank account any monies received on account of that Body Corporate.

11.2 Name of bank account

The Bank account is to be in the name of the respective Body Corporate and be separate and distinct from any other bank account operated by the Manager.

12. Insurance

Unless nominated by the PBC or the PTBC, the Manager is authorised to nominate an insurance provider that, in the Manager's opinion, effectively meets the Body Corporate's insurance requirements.

13. Arbitration

13.1 In the event of any dispute arising between the parties to this Agreement, the dispute will be settled by an arbitrator who is mutually agreed upon or failing agreement, an arbitrator appointed by the president of the Queensland Law Society Incorporated, whose decision will be final binding upon the parties.

13.2 Each party will bear their own costs unless the arbitrator determines otherwise.

14. Severance

If any part of this Agreement is or becomes legally ineffective, invalid, or unenforceable, the effectiveness, validity or enforceability of the remainder will not be affected.

15. Governing law

This Agreement will be governed by and construed in accordance with the laws of Queensland.

The parties will submit to the non-exclusive jurisdiction of the Queensland courts and courts of appeal there from.

16. Service of notices

- 16.1 Any notices to be served on the Manager must be served at the address specified in this Agreement or at an address specified by the Manager in writing to the PBC or the PTBC from time to time.
- 16.2 Any notices required to be served on the PBC or the PTBC must be served in accordance with section 26 and section 69 of the SCRA.

17. Intellectual property

- 17.1 The PBC and the PTBC grant to the Manager, a non-transferable limited licence to use any trade marks associated with the Sanctuary Cove Resort during the appointment solely for the purpose of carrying out the Administration and Management Services and Duties.

18. Confidentiality

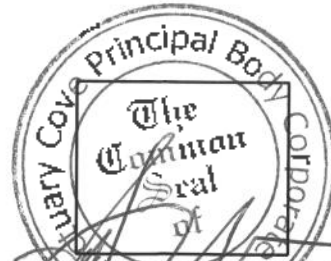
- 18.1 The Manager must not make any announcement about the Sanctuary Cove Resort, nor disclose confidential and proprietary information, so marked, belonging to the PBC or the PTBC without first discussing and obtaining the approval of that Body Corporate, unless under compulsion by Law.

Executed as an Agreement in Queensland.

THE COMMON SEAL of
SANCTUARY COVE PRINCIPAL BODY
CORPORATE is affixed in accordance with
section 25 of the SCRA in the presence of:


Signature of Executive Committee member

JOHN. A. TAYLOR
Print full name of Executive Committee member




Signature of Executive Committee member


Print full name of Executive Committee member

ANTHONY J. [Signature]

THE COMMON SEAL of
SANCTUARY COVE PRIMARY
THOROUGHFARE BODY CORPORATE
is affixed in accordance with
section 68 of the SCRA in the presence of:


Signature of Executive Committee member

MATTHEW CRAIG Williams
Print full name of Executive Committee member

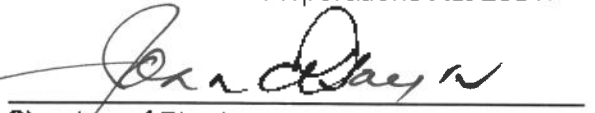



Signature of Executive Committee member

JOHN. A. TAYLOR.
Print full name of Executive Committee member

JOHN. A. TAYLOR.

Executed by SANCTUARY COVE
COMMUNITY SERVICES LIMITED under
Section 127 of the Corporations Act 2001:


Signature of Director

JOHN. A. TAYLOR.
Print full name of Director


Signature of Director/Secretary

Robert St George
Print full name of Director/Secretary

SCHEDULE 1 - REFERENCE TABLE

Term	3 years
Commencement Date	<u>1</u> / <u>11</u> / 2022
Termination Date	<u>31</u> / <u>10</u> / 2025
First Further Term	3 years – commencing <u>1</u> / <u>11</u> / 2025
Second Further Term	3 years – commencing <u>31</u> / <u>10</u> / 2028
Hourly rates	CEO \$350 per hour Management \$250 per hour Other Staff \$150 per hour

SCHEDULE 2 – DUTIES

1. GENERAL

- 1.1 Provide, as reasonably necessary, general advice and assistance and undertake and comply with reasonable directions and instructions when given in writing by the respective Bodies Corporate or nominated persons.
- 1.2 Advise the Bodies Corporate when requested about any correspondence, reports, enquiries, and complaints related to the Bodies Corporate.
- 1.3 Anything outside of the items included in Schedules 2 and 3 will be charged as per fee for service (as per Hourly rates listed under Schedule 1).
- 1.4 Report to the respective Body Corporate on all things requiring repair and, on all matters, creating a hazard or danger and take, where reasonably practicable, remedial action (with costs to be borne by the Body Corporate) to mitigate the hazard.
- 1.5 Where any person or company is to perform any works, supervise/coordinate the necessary contracts and sub-contracts and ensure they are carried out in accordance with their terms.
- 1.6 Maintain up to date contractor management policies and procedures.
- 1.7 Source and manage contractor data such as all applicable insurances, licences, certificates, contractor agreements, safe work method statements, safety data sheets, and ensure all required documentation complied/completed/received prior to works being undertaken on site.
- 1.8 Maintain a current site safety induction.
- 1.9 Maintain hazardous chemical register including safety data sheet.
- 1.10 If at any time the Manager determines that any remedial protective repair or other similar work is urgently necessary to prevent significant loss or significant damage to the ACA or to prevent personal injury to or the death of any person and the necessary work is not within Schedules 2 and 3 of this Agreement, the Manager will have the emergency powers to do the necessary work and in so doing the Manager may:
 - a) Appoint agents or consultants;
 - b) Purchase goods or material (costs to be borne by the respective Body Corporate);
 - c) Pledge the credit of the Bodies Corporate;
 - d) Incur expenses on behalf of the Bodies Corporate; and
 - e) Accept liabilities on behalf of the Bodies Corporate.

In exercising such emergency powers under this clause, the Bodies Corporate agree to pay any and all costs incurred by the Manager despite such work not being specifically provided for in Schedules 2 or 3 of this Agreement.

2. ELECTRICAL

2.1 Ensure all works are performed as necessary to maintain the electrical services/assets within the ACA.

2.2 The work shall include but not be limited to the following major activities:

- a) asset management;
- b) preventative maintenance;
- c) non-routine repairs, reactive works, work requests; and
- d) project management of major repairs and upgrades.

2.3 The work shall include but not be limited to the following assets:

- a) All appliances, kitchen, temperature control devices and other equipment owned by the principal and agents;
- b) Internal lighting to the security roundhouse;
- c) Hot water system (electrical components) including zip heaters;
- d) Surge protection system;
- e) External underground reticulation;
- f) Main switchboards, distribution boards and sub-switchboards including, but not limited to all sewer pump stations and irrigation pump and controller installations;
- g) Sub-circuit power wiring, including metered switchboard and supply to gates;
- h) External and street lighting and corresponding cable reticulation and lighting controls;
- i) Controls, including pole wiring, circuit breaker, fuse, and terminal strips;
- j) Electrical systems associated with fire/BAS. In particular, power supply to all types of control panels;
- k) Emergency standby generator; and
- l) Electrical testing and tagging items as per AS/NZS 3760.

3. FIRE SAFETY

Arrange for the regular inspection and maintenance of any firefighting equipment, assets, or apparatus on the Secondary Thoroughfare. Undertake checks of all firefighting equipment within the Secondary Thoroughfare to ensure compliance with

the requirements of the Australian Fire Safety requirements/legislation (as directed from the Body Corporate from time to time).

4. FTTH

Ensure all works are performed, via the appointed agent, as necessary to maintain the FTTH network within the ACA including all parts, components, plant, equipment, and technology that comprise the network, as well as all programming, monitoring, adjustment, cleaning, testing, repairs maintenance and upgrades necessary to ensure the satisfactory ongoing operation of the network.

5. GATES

Provide all works as may be necessary to maintain the entry/exit gate systems and boundary fencing within the ACA.

6. HYDRAULIC SERVICES

6.1 Provide all works as may be necessary to maintain the hydraulic services within the ACA, ceasing after the supplier's control valve, sub meter, isolation valve, prior to the consumer's line.

6.2 Such works shall include but not limited to the following major activities:

- (a) asset management;
- (b) preventative maintenance;
- (c) non-routine repairs, reactive works, work requests; and
- (d) project management of major repairs and upgrades.

6.3 The work shall include but not be limited to the following assets:

- (a) Sewer reticulation and manholes (but excluding grease traps);
- (b) Stormwater drainage, manholes, grates, and gross pollution traps;
- (c) Water mains, sluice valves, valves (isolation potable water supply) and service pipes;
- (d) The maintenance of fire hydrants;
- (e) Residential / commercial water meters;
- (f) Sewer and submersible pumps, check valves, control assemblies;
- (g) Backflow prevention devices / reduced pressure zone (RPZ); and
- (h) All basic plumbing components on all appliances owned or controlled by the Bodies Corporate.

6.4 In respect of the work pertaining to the Primary Thoroughfare (including the security roundhouse), the work shall include:

- a) Internal sanitary plumbing pipework;
- b) Taps, spouts, and shower roses (excluding replacement bodies);
- c) Central valves, stop cocks and non-return valves; and
- d) Hot water units / zip water units (not replacement).

7. IRRIGATION

7.1 Arrange, supervise, and maintain class A/class C irrigation systems/services within the ACA as well as those areas included within Residential Zone Activities By-Law 3.2, as per any agreement entered into and as directed.

7.2 The works shall include but not limited to the following major activities:

- a) Asset management;
- b) Preventative maintenance;
- c) Non-routine repairs, reactive works, work requests; and
- d) Project management of major repairs and upgrades.

7.3 The work shall include but not be limited to the following assets:

- a) All pipe work including mains and lateral pipes and risers;
- b) All isolation valves and automatic control valves, valve boxes and lids;
- c) Solenoid valve component replacements;
- d) Air valve and quick coupling valves;
- e) All sprinklers, sprays, emitters, and drip lines;
- f) All irrigation controllers, rain switches and other components that may be interfaced with the control systems;
- g) Irrigation satellites and control boards;
- h) All control wiring; and
- i) Irrigation pumps sets/boosters.

7.4 In respect of the work pertaining to the Bodies Corporate, the work shall include (whilst under class C):

- a) Coombabah transfer pumps;

- b) Marine Drive North irrigation pump station and pumps; and
- c) Cassia Irrigation pump station and pumps.

7.5 And in respect of the work pertaining to the Bodies Corporate, the work shall include (Class A):

- a) Entry boulevard pump station;
- b) Entry boulevard water storage system; and
- (c) Cassia irrigation pump station and pumps.

8. LAKES/WATERWAYS

Arrange and supervise the maintenance, treatment and cleaning of all waterways, lakes or other approved bodies of water located within the ACA.

9. LANDSCAPING (INCLUDING TREE AND PALM MAINTENANCE)

9.1 Provide all services as necessary to arrange, supervise and maintain the maintenance of the landscaped areas within the ACA as well as those areas included within Residential Zone Activities By-Law 3.2, to ensure consistency with the design and standard of the resort and as per any agreement entered and as directed by the Bodies Corporate from time to time.

Works include:

- a) Fertiliser application;
- b) Mowing, slashing, and edging;
- c) Removal of weeds and litter;
- d) Pest and disease control;
- e) Lawn and turf grass treatments;
- f) Mulching – in accordance with the Bodies Corporate mulching program;
- g) Pruning;
- h) Staking/tying/guying; and
- i) Tree maintenance.

10. ANIMAL/PEST MANAGEMENT

When necessary, arrange and oversee the treatment to manage/control insects, animals, or other pests within the ACA.

11. ROADS AND PATHWAYS

- 11.1 Arrange and supervise the maintenance of the roads and pathways within the ACA as well as within those areas included within Residential Zone Activities By-Law 3.2, including sweeping, line marking, and adequate road safety signage as is necessary.
- 11.2 Ensure the roads and pathways are kept free of all hazardous substances/materials, debris etc.
- 11.3 Road sweeping must be undertaken in the direction of normal traffic flow and shall ensure that all loose material such as dirt, sand, gravel, and vegetative waste deposited against the kerbs and on roadways is picked up by the sweeping plant and removed at the time of service.
- 11.4 Road sanding on all paved areas within ACA locations to be undertaken on adhoc needs basis.

12. RECREATIONAL/AMENITIES AREAS (INCLUDING BBQS AND PARKS)

- 12.1 Arrange regular cleaning and maintenance of all recreational areas within the Secondary Thoroughfare, as per any agreement entered by the Body Corporate and as directed by the Body Corporate from time to time.
- 12.2 Arrange, inspect, and maintain all park/playground equipment and BBQ's.
- 12.3 Arrange for the outdoor furniture within the Secondary Thoroughfare to be cleaned and maintained as per any agreement entered by the Body Corporate and as directed by the Body Corporate from time to time.
- 12.4 Arrange to clean and maintain the amenities areas, toilets within the Secondary Thoroughfare on a frequency determined by the Body Corporate and as per any agreement entered into by the Body Corporate.

13. SIGNAGE

Arrange for the erection, regular cleaning, and maintenance of all signage within the Secondary Thoroughfare, as per any agreement entered into by the Body Corporate and as directed from time to time.

14. WASTE AND RECYCLING

Arrange for the removal of all litter from the Secondary Thoroughfare on a regular basis, as directed by the Bodies Corporate from time to time.

SCHEDULE 3 – ADMINISTRATION AND MANAGEMENT SERVICES

1. SECRETARIAL

- a) To put forward a suitable employee for appointment as secretary and treasurer of the Bodies Corporate and perform the powers and duties specified in the By-Laws and under the SCRA.
- b) To prepare and issue agendas for the Bodies Corporate annual general meetings, extraordinary general meetings and executive committee meetings and any ancillary information.
- c) To attend the Bodies Corporate annual general meetings, extraordinary general meetings, and executive committee meetings.
- d) To prepare and distribute minutes of the Bodies Corporate annual general meetings, extraordinary general meetings, and executive committee meetings.
- e) To convene and distribute minutes for the Bodies Corporate vote outside committee meetings.
- f) To generally deal with inward and outward correspondence of the Bodies Corporate and regularly inform the Executive Committee of the nature and importance of same.
- g) To possess, use and supervise the use of the common seal in accordance with the SCRA.
- h) Unless otherwise agreed, meetings of the Bodies Corporate will take place on business days (Monday – Friday inclusive) between the hours of 8:00am – 5:00pm.

2. FINANCIAL

- a) To open, maintain and operate a bank account for the administrative fund and sinking fund for the Bodies Corporate.
- b) To bank and account for maintenance contributions and levies raised in accordance with the SCRA and this Agreement.
- c) Subject to the Bodies Corporate having sufficient monies in the fund established pursuant to the SCRA to cover the cost of insurances, and subject further to the appropriate resolutions having been passed by the Bodies Corporate, to ensure that insurances are affected promptly and renewed in accordance with the SCRA to make necessary claims.
- d) To prepare estimates of likely costs to be incurred by the Bodies Corporate arising for the next ensuing year of the Term (i.e., budget estimates) and to maintain records to enable the monthly variance reporting of actual and budgeted items. The estimates are to be given to the Bodies Corporate no later than sixty (60) days prior to the beginning of each Financial Year. Any estimate given is given only for the purpose of assisting the Bodies Corporate to determine its budget for the ensuing year of the Term, and the Manager will not be liable under the circumstance if the actual cost to

the Bodies Corporate in such ensuing year exceeds the costs projected in the Manager's estimate.

- e) To prepare monthly and annual statements of accounts of the Bodies Corporate.
- f) To pay accounts and outgoings and to generally disburse monies in accordance with the SCRA and this Agreement.
- g) Issue notice of contributions to individual lot owners.
- h) Manage term deposits.
- i) Prepare annual audit files.
- j) Cause the Bodies Corporate to be audited (subject to approval and monies available).
- k) Collation of water charges and processing of water usage invoices to individual lot owners or subsidiary plans and all other work that may be necessary to facilitate the payment and recovery of monies set out in Residential Zone Activities By-Law 9 as amended from time to time.
- l) To keep any wage, income tax or other records required by any law from time to time in respect of any employee or contractor of the Bodies Corporate and complete and submit any returns in respect of them.
- m) To arrange for the preparation and submission of income tax returns on behalf of the Bodies Corporate and accept the appointment as Public Officer of the Bodies Corporate.
- n) Arrange and coordinate Debt Recovery actions, including liaising with debt recovery agents (subject to approval and availability of monies).
- o) Process and pay invoices.
- p) Respond to various financial information requests from Owners and Committee members.
- q) Without derogating from the Manager's obligations to perform the Bodies Corporate Duties, the Manager will on request by the Bodies Corporate provide to the Bodies Corporate such information and material as is reasonably required by them to properly allocate and levy the members of the Bodies Corporate in accordance with the SCRA, in respect of the costs and expenses relating to the provision of the Bodies Corporate Duties and the Bodies Corporate Additional Duties (if applicable).

3. ADMINISTRATION

- a) To ensure that proper records of the Bodies Corporate are maintained and to this end to possess and care for the books and records of the Bodies Corporate.
- b) To maintain the roll.
- c) To make available for inspection, the records for inspection.

- d) To provide so far as is necessary general advice and assistance to the Bodies Corporate and Executive Committee members.
- e) To comply with any Laws applying from time to time and at any time to Body Corporate Managers and to be aware of the legislation governing the resort and Bodies Corporate in general.
- f) To generally implement the decisions of the Bodies Corporate and their Executive Committees with respect to the duties and functions under this part of this Schedule but not to impose any obligations on the Manager which is otherwise intended to fall under another Schedule or part of this Schedule.
- g) To instruct solicitors, attend conferences and generally supervise legal proceedings involving the Bodies Corporate.
- h) To attend any legal proceeding either as a witness or on behalf of the Bodies Corporate.
- i) To amend any book, record, document, form or register of the Bodies Corporate ("Bodies Corporate records") or to create any new Bodies Corporate records to comply, from time to time, in the event of any act amendment.
- j) Maintain and manage the Bodies Corporate extranet.
- k) Develop and operate a community website for access of all residents.
- l) To enforce the By-Laws, manage and address breaches as instructed by the Bodies Corporate.

4. SUBCOMMITTEES

- a) To attend meetings of the subcommittees of the Bodies Corporate established under the SCRA, up to twelve (12) per annum for each subcommittee.
- b) Issue agendas, take minutes and issue minutes for all subcommittee meetings.
- c) Prepare and distribute subcommittee correspondence and action instructions provided at subcommittee meetings.
- d) General administration of, in conjunction with the Bodies Corporate, as appointed from time to time, the membership and day to day operations of subcommittees.
- e) At the time of making this Agreement, the subcommittees being: Finance (the **FSC**) and Contracts (the **CSC**).

5. ARCHITECTURAL REVIEW COMMITTEE (the ARC)

- a) To attend meetings of the Architectural Review Committee (the **ARC**) established under the Development Control By-Laws, up to twelve (12) per annum.
- b) Issue agendas, take minutes and issue minutes for all ARC meetings.

- c) Prepare and distribute ARC correspondence and action instructions provided at ARC meetings.
- d) To liaise with architects, engineers, surveyors, builders, and the like in relation to any work carried out by the Manager pursuant to this Agreement.
- e) Manage and administer the application process for new dwellings, redevelopments, mooring, swimming pool, solar and all types of construction works.
- f) Receive and process application fees, compliance agreement fees, FTTH fees.
- g) Manage schedule of application fees and compliance agreement fees.
- h) Stamp and issue approved plans.
- i) Approve application for builders' signage.
- j) Manage inspection of records applications.
- k) Manage application for historical records held on database or in archives.
- l) Undertake weekly site inspections to ensure compliance with site conditions and identify any unapproved works and noncompliance with DCBLs.
- m) Issue notice of noncompliance where applicable.
- n) Prepare and issue stop work notices where applicable.
- o) Coordinate and attend final inspections on completion of development works.
- p) Manage and archive application document to the relevant lot file.
- q) Prepare and manage building information pack to ensure accurate and up to date information contained within.
- r) Attend consultation appointments with applicants.
- s) Manage general building enquiries.
- t) Prepare monthly ARC reports to the Body Corporate.
- u) Manage ARC page on community website for access of all residents.

SCHEDULE 4 – DISBURSEMENTS – CLAUSE 5

DISBURSEMENTS

**PAYABLE MONTHLY IN ARREARS AS
INCURRED AT COST:**

Credit card purchases related to Bodies Corporate
IT services provided through the Manager
Telephone (local)
Telephone (STD)
Facsimile (local) per page
Facsimile (STD/ISD) per page
Photocopying per page
Postage
Stationery
Printing
Sundry expenses
Bank cheque fees
Special clearance fees
Couriers
Labels
Ballot envelopes
Secret ballot envelopes
Stratamax operational support
Payroll specifically related to Body Corporate and
related costs
Mobile phone charges (ipads)
Direct advertising costs

FACILITIES MANAGEMENT AGREEMENT

Sanctuary Cove Principal Body Corporate

AND

Sanctuary Cove Community Services Limited

ACN 119 669 322

DRAFT

FACILITIES MANAGEMENT AGREEMENT

This agreement is made on

BETWEEN

Sanctuary Cove Principal Body Corporate of 'Shop', 1A Lot 33 Masthead Way, Hope Island, Queensland 4212 (the "PBC")

AND

Sanctuary Cove Community Services Limited ACN 119 669 322 of 'Shop', 1A Lot 33 Masthead Way, Hope Island, Queensland 4212 (the "Facilities Manager")

(collectively, the "Parties")

TERMS OF AGREEMENT

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 Unless the context otherwise permits –
 - a) "Act" means the *Sanctuary Cove Resort Act 1985* (Qld);
 - b) "Agreed Services" means those services stated in Item B of the Reference Schedule;
 - c) "Associate" has the meaning given in section 26B of the *Building Units and Group Titles Act 1980* (Qld).
 - d) "Christmas Closure Period" means the period over Christmas and New Year (around 2 weeks) during which the Facilities Manager and its employees, officers, contractors and agents are on annual leave;
 - e) "Code of Conduct" means the code of conduct set out in Schedule B;
 - f) "Executive Committee" means the executive committee

- g) "Expenditure Limit" means \$5,000.00;
- h) "Financial Year" means the financial year of the PBC commencing 1 November and ending 31 October unless otherwise varied;
- i) "Office" means Shop 1A, Building 1, Masthead Way, Sanctuary Cove, Queensland;
- j) "PBC Expenditure Policy" means Schedule E or any other written instruction from the PBC as passed in general meeting and as amended from time to time, setting out a procedure for authorising expenditure of the PBC;
- k) "Recreational Areas" means those areas of the Secondary Thoroughfare that are not roads and includes, for example, parks and BBQ areas;
- l) "Security" means Sanctuary Cove Security Services Limited;
- m) "Services" means those services as set out in Schedule A;
- n) "Term" means the period set out clause 3.1;
- o) "Terms of Agreement" means the terms of agreement applying to this Agreement.

1.3 This Agreement comprises:

- a) The Terms of Agreement; and
- b) Schedule A;
- c) Schedule B;
- d) Schedule C;
- e) Schedule D; and
- f) Schedule E.

2. WHAT IS THIS AGREEMENT?

- 2.1 The PBC appoints the Facilities Manager to provide the Services and the Facilities Manager accepts the appointment upon the terms set out in this Agreement.
- 2.2 The Facilities Manager is engaged by the PBC as an independent contractor of the PBC.

3. WHAT IS THE TERM OF THIS AGREEMENT?

3.1 The Facilities Manager is appointed for one (1) years, commencing on 1 November 2025 and ending on 31 October 2026.

4. WHAT ARE THE DUTIES UNDER THIS AGREEMENT?

4.1 The Facilities Manager must provide the Services to the PBC in accordance with the terms of this Agreement.

4.2 The Facilities Manager must ensure that it has suitability qualified staff in attendance at the Office and available via email and via telephone during the hours of 7:30am – 4pm, Monday – Friday excluding public holidays and the Christmas Closure Period (Ordinary Business Hours). For matters that arise outside of the Ordinary Business Hours, the PBC can send an email to the email address nominated by the Facilities Manager or notify Security who will in turn contact the Facilities Manager.

4.3 The Facilities Manager will, at all times:

- a) comply with the Act and all other relevant laws relating to the provision of services to the PBC;
- b) comply with the Code of Conduct;
- c) comply with the lawful and reasonable directions of the PBC, the Executive Committee and/or the Nominee as appointed under clause 7;
- d) use its best endeavours to ensure that its employees, officers, contractors and agents act honestly, in good faith, prudently and professionally, and take reasonable care and skill to provide the Services;
- e) use its best endeavours to provide exceptional customer service to the PBC, the Executive Committee and the residents within the Residential Zone;
- f) not use its position as a facilities manager and its access to PBC records for its own benefit

including (but not limited to) issuing communications to lot owners, their agents and/or tenants within the Residential Zone without approval in writing from the Nominee as appointed under clause 7.

4.4 The PBC will use its best endeavours to ensure:

- a) the voting Executive Committee members and the PBC Members' Nominees are at all times aware of their obligations under the Act; and
- b) that the lot owners, their agents and tenants within the Residential Zone deal with the Facilities Manager (including its employees, officers, contractors or agents) in a professional and courteous manner and not in a way that constitutes threatening or abusive behaviour.

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

5.1 The PBC authorises the Facilities Manager to:

- a) incur a reasonable, budgeted expense on behalf of the PBC up to the Expenditure Limit in respect of an individual transaction to facilitate the provision of the Services, provided that such an expense is supported by an invoice that is provided to the PBC for its consideration;
- b) provide the Services through its employees, officers and contractors (where the employees, officers and contractors hold the necessary and relevant qualifications) or recommend, arrange and supervise the engagement of a contractor approved by the PBC to perform the Services;
- c) undertake urgent remedial work to "make safe" the Secondary Thoroughfare or a

PBC asset in order to prevent significant loss or significant damage to the Secondary Thoroughfare or a PBC asset or to prevent personal injury to or the death of any person on the Secondary Thoroughfare including:

- i. performing the work through its employees, officers or contractors;
- ii. engaging contractors or consultants;
- iii. purchasing goods or materials;
- iv. accepting liabilities on behalf of the PBC.

In exercising this power, the Facilities Manager may incur reasonable cost on behalf of the PBC provided the Facilities Manager provides (within 14 days) a written explanation of the required remedial work, invoices supporting the costs incurred and the PBC retrospectively approves the expenditure in general meeting.

5.2 In acting under clause 5.1, the Facilities Manager is specifically authorised to use the funds of the PBC, provided that the expenditure complies with the terms of this Agreement.

5.3 The authorisation given by PBC to the Facilities Manager under this clause 5 does not:

- a) make the Facilities Manager responsible for performing the statutory functions of the PBC or the Executive Committee;
- b) relieve the PBC or the Executive Committee of their statutory functions.

6. HOW IS THE MANAGER TO BE PAID?

6.1 Subject to clause 6.3, the PBC must pay the Facilities Manager:

- a) the actual cost incurred for all things done by the Facilities Manager for the PBC pursuant to the terms of this Agreement

(including any disbursements); and

- b) a pro-rata proportion of all costs, charges, expenses and overheads incurred by the Facilities Manager (including costs incurred by Sanctuary Cove Community Services Limited or any of its wholly owned subsidiaries), in providing or procuring the provision of the Services.

6.2 The consideration paid to the Facilities Manager under clause 6.1, shall be paid in advance as follows:

- a) the PBC will pay the Facilities Manager for the provision of the Services in each Financial year based upon the costs incurred by the Facilities Manager in providing the Services to the PBC for that Financial Year;
- b) three (3) months prior to the commencement of each Financial Year, the Facilities Manager must provide the PBC with the Facilities Manager's budget prepared for the provision of the Services for the relevant Financial Year and advise of the budgeted instalments to be paid at the commencement of each quarter during the relevant Financial Year;
- c) prior to the commencement of each quarter, the Facilities Manager must provide the PBC with an invoice for the quarter based upon the budgeted instalments and the PBC must pay the invoice within 14 days of receipt of that invoice.
- d) where:
 - i. the actual costs incurred exceed the budgeted amount, the Facilities Manager must notify the PBC of the shortfall and the Facilities Manager will be entitled to add the

- shortfall to the next invoice issued to the PBC under this Agreement;
- ii. the actual costs incurred are less than the budgeted amount, the Facilities Manager must notify the PBC of the amount of the credit for the excess paid to be applied by the Facilities Manager against the next invoice issued by the Facilities Manager to the PBC under this Agreement;
- iii. there are no further invoices required to be issued under this Agreement, then the Facilities Manager will either issue a further invoice to the PBC for the shortfall (to be paid in 14 days) or will issue a refund of the excess paid when provided the statement to the PBC.

6.3 The costs required to be paid by the PBC to the Facilities Manager under this clause, must be paid by EFT or direct debit (at the election of the Facilities Manager) to the Facilities Manager's nominated account, or otherwise as directed by the Facilities Manager from time to time.

7. HOW DOES THE PBC GIVE INSTRUCTION TO THE MANAGER?

- 7.1 The PBC must nominate in writing a person who must be a voting Executive Committee member to communicate with the Facilities Manager on behalf of the PBC (the Nominee). In the event that no person is nominated by the Executive Committee, the chairperson of the Executive Committee is taken to be the Nominee.
- 7.2 The PBC may replace the Nominee either for a temporary period or permanently, by giving written notice to the Facilities Manager.

7.3 For the avoidance of doubt, the purpose of the Nominee is to communicate the decisions of the PBC and the Executive Committee and not act unilaterally in making decisions on behalf of the PBC and/or the Executive Committee that would be contrary to the Act.

- 7.4 The Facilities Manager agrees to comply with the reasonable and lawful written instructions given by the Nominee in relation to the provision of the Agreed Services by the Facilities Manager, to the extent that the Act permits such instruction to be given by the Nominee.
- 7.5 The PBC must communicate with the General Manager of the Facilities Manager and/or any other person nominated by the General Manager from time to time.

8. EQUIPMENT AND CONSUMABLES

- 8.1 The PBC must pay all expenses relating to consumables to enable the Facilities Manager to perform the Services.
- 8.2 The Facilities Manager must provide all tools and equipment required to perform the Services.

9. DISCLOSURE OF ASSOCIATES

- 9.1 If the PBC considers and/or proposes to enter into a contract for the supply of goods and/or services from a provider and that provider is an Associate of the Facilities Manager, then the Facilities Manager must disclose the relationship to the PBC:
 - a) if the Facilities Manager is aware of the proposed contract 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.
- 9.2 Where the Facilities Manager has an arrangement with the provider of goods and/or services, and the Facilities Manager is entitled to receive a commission if the PBC enters into a contract with that provider, then the

Facilities Manager must disclose to the PBC the details of that arrangement before accepting any commission from the provider.

- 9.3 With the exception of any arrangement disclosed by the Facilities Manager as described in clause 8.2, the Facilities Manager must not, without the prior consent of the PBC receive any commission from any contractor or supplier because PBC entered into an agreement with the contractor or supplier.

10. RELEASE AND INDEMNITY BY THE PBC

10.1 The PBC:

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

11. PBC WARRANTY

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

12. TRANSFER OF THIS AGREEMENT

- 12.1 This Agreement may only be transferred with the consent of the Parties in writing.

13. TERMINATING THIS AGREEMENT

- 13.1 The PBC may terminate this Agreement by notice in writing to the Facilities Manager if the Facilities Manager:

- a) breaches this Agreement and does not remedy the breach within 28 days of being given notice specifying the breach and requiring the Facilities Manager to remedy it;
- b) is guilty of gross misconduct or gross negligence in the performance of its duties;
- c) is convicted of an indictable offence involving fraud, dishonesty or assault; or
- d) if a company, is liquidated.

- 13.2 Termination of this Agreement shall only be valid where the PBC has complied with its statutory obligations to obtain any necessary resolutions of its members.

- 13.3 The right of termination given by this clause 12 is additional to any rights or remedies available at law or under the Act.

- 13.4 The Facilities Manager may terminate this Agreement at any time and for any reason by giving 60 days' written notice to the PBC.

14. PBC RECORDS

- 14.1 The Facilities Manager acknowledges that the PBC has a statutory duty to cause proper records to kept under the Act.

- 14.2 The Facilities Manager will ensure that the body corporate manager (engaged by the PBC from time to time) is apprised of all matters the Facilities Manager undertakes in accordance with the terms of this Agreement including (but not limited to):

- a) copying in the body corporate manager to emails;

- b) providing any documentation that the body corporate manager may request.

dispute may commence legal proceedings to have the matter determined.

15. GOODS AND SERVICES TAX

- 15.1 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 good and services, a tax on consumption, a value-added tax or any similar impost.
- 15.2 Unless GST is expressly included, any fee or consideration expressed to be payable by the PBC 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.
- 15.3 The PBC must pay to the Facilities Manager, in addition to any fee or consideration payable for the Services, any additional amount of GST payable on the supply of those services.
- 15.4 The PBC and the Facilities 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.

16. DISPUTE RESOLUTION

- 16.1 For any dispute arising under this Agreement, the Parties agree that its representatives will, at all times, act with complete propriety, fairly and in accordance with the highest professional standards. Both Parties agree to deal with any dispute promptly and act cooperatively to resolve the dispute.
- 16.2 In the event of a dispute, the Parties agree as follows:
 - c) the Parties will try to settle the dispute by direct negotiation; and
 - d) if the dispute cannot be resolved by the Parties within one (1) month of direct negotiations, then the party claiming the existence of a

17. CONFIDENTIALITY

- 17.1 The Facilities Manager must not make any announcement about Sanctuary Cove Resort, nor disclose confidential and proprietary information of the PBC without first obtaining the approval of the PBC, unless under compulsion by law.

18. NOTICES

- 18.1 Notices given under this Agreement must be:
 - a) in writing;
 - b) signed by the party giving the notice or an authorised representative at law;
 - c) addressed to the person to whom the notice is to be given or their solicitor.
- 18.2 Notices must be either:
 - a) delivered by hand;
 - b) posted by pre-paid registered mail, express post, certified mail or other type of pre-paid post; or
 - c) dispatched by email, to the address of the party as notified in this Agreement or such other address as updated in writing to the other party or to a party's solicitor.

19. SEVERABILITY

- 19.1 Any term of this Agreement which is wholly or partially void or unenforceable is served to the extent that is void or unenforceable. The validity or enforceability of the remainder of this Agreement is not affected.

20. GOVERNING LAW

- 20.1 This Agreement is governed by the laws of Queensland.

21. VARIATION

- 21.1 No variation of this Agreement is effective unless made in writing and signed by each party.

22. COUNTERPARTS

22.1 This Agreement may be executed in any number of counterparts, each of which:

- a) may be executed electronically or in handwriting; and
- b) will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same document.

22.2 Without limiting the foregoing, if the signatures on behalf of one party are on more than one copy of this Agreement, this shall be taken to be the same as, and have the same effect as, if all those signatures were on the same counterpart of this Agreement.

23. CONSENT TO ELECTRONIC COMMUNICATION

23.1 The parties agree and consent to information, correspondence and notices being given by electronic communication for the purposes of sections 11 and 12 of the *Electronic Transactions (Queensland) Act 2001*.

SCHEDULE A – SERVICES

1. General

- a) Provide general advice and assistance to the PBC in respect of the maintenance and administration of the Secondary Thoroughfare and PBC assets.
- b) Undertake and comply with reasonable directions and instructions when given in writing by the Nominee.
- c) Ensure, to the extent reasonably possible, that the PBC complies with its statutory obligation to properly maintain and keep in a state of good and serviceable repair:
 - i. The Secondary Thoroughfare, including any improvements thereon; and
 - ii. Any personal property vested in the PBC.
- d) Maintain accurate, up-to-date records of all facilities management activities, including but not limited to maintenance requests, scheduled servicing, completed works, contractor reports, warranties, and compliance certifications.
- e) Records maintained by the Facilities Manager must be stored securely, easily accessible, and made available to the PBC upon request.
- f) Ensure that all works completed by the Facilities Manager and by external contractors meet all legislative obligations relating to work, health and safety, building, electrical and plumbing codes.
- g) Ascertain and be reasonably aware of the general condition of the Secondary Thoroughfare and any improvements on the Secondary Thoroughfare.
- h) Be aware of any personal property vested in the PBC (assets), maintain and update an asset register on behalf of the PBC and advise the PBC of and arrange for any necessary maintenance works with respect to the maintenance of such personal property.
- i) Advise the PBC about any one or more of the Services as well as correspondence received, reports, enquiries and complaints related to the Services provided.
- j) Attend meetings of the PBC (including of the Executive Committee and any other subcommittee) as reasonably directed by the PBC and, to the extent required, prepare any documentation required of the PBC to be considered at the meeting.
- k) Perform or arrange for the performance of services that the PBC has agreed to provide to subsidiary bodies corporate or any lot owners within a subsidiary body corporate.

2. Management of the Secondary Thoroughfare (General)

- a) As directed by the PBC, arrange for the maintenance and repair of the Secondary Thoroughfare and improvements on the Secondary Thoroughfare to ensure it is consistent with the design and standard of a premium resort, including landscaping, lighting, roads, waterways, pathways, service facilities and other amenities.
- b) Provide a monthly report as per the requirements detailed in Schedule C.
- c) Take remedial action where reasonably practicable to address a hazard or danger on the Secondary Thoroughfare in accordance with the terms of this Agreement.
- d) Arrange, co-ordinate and supervise any minor and major works and other projects as approved by the PBC from time to time and ensure they are carried out in accordance with their terms.

- e) Where a person/entity is to provide any of the Services to the PBC, source, obtain and record all applicable insurances, licences, certificates, contractor agreements, safe work method statements, safety data sheets, and ensure all required documentation is complied, completed and received prior to works being undertaken on site.
- f) Ensure all contractors meet the Minimum Requirements detailed in Schedule D and undertake the induction of all contractors prior to the commencement of works on the Secondary Thoroughfare.
- g) Oversee all works undertaken by external contractors and verify that all work completed meets all relevant legislative minimum standards and the terms of contract for the works.
- h) Develop feasibility costs and assist with the preparation of scope of works for capital works requested by the PBC.
- i) Prepare and review annually a calendar/schedule for programmed maintenance to be reviewed and agreed to by the PBC.
- j) Maintain and undertake a site safety induction for contractors.
- k) Maintain a hazardous chemical register including safety data sheet.
- l) Arrange for a contractor (once every two years) to review all PBC assets and property, and provide a valuation on an asset cost to enable the PBC to plan for future works and raise necessary levies to cover future costs.

3. Management of the Secondary Thoroughfare (Specific)

Landscaping

- a) Provide all services necessary to arrange, supervise and maintain the landscaped areas of the Secondary Thoroughfare, including but not limited to:
 - i. Fertiliser application;
 - ii. Mowing, slashing and edging;
 - iii. Removal of weeds and litter;
 - iv. Pest and disease control;
 - v. Lawn and turf grass treatments;
 - vi. Mulching;
 - vii. Pruning;
 - viii. Staking/tying/guying; and
 - ix. Tree maintenance.

Electrical Services

- b) Provide electrical services for assets located within the Secondary Thoroughfare.
- c) Electrical services shall be limited to:
 - i. Asset management;
 - ii. Preventative maintenance;
 - iii. Non-routine repairs, reactive works and work requests;
 - iv. Project management of major repairs and upgrades.
- d) Electrical services shall encompass all the PBC's assets including:
 - i. Surge protection system;
 - ii. External underground reticulation;
 - iii. Main switchboards, distribution boards and sub-switchboards including, but not limited to all sewer pump stations and irrigation pump and controller installations;
 - iv. Sub-circuit power wiring, including metered switchboard and supply to gates;
 - v. External and street lighting and corresponding cable reticulation and lighting controls;
 - vi. Controls, including pole wiring, circuit breaker, fuse, and terminal strips;

- vii. Electrical systems associated with fire/BAS. In particular, power supply to all types of control panels;
- viii. Emergency standby generators; and
- ix. Electrical testing and tagging items as per AS/NZS 3760.

Fire Safety

- e) Arrange for the required regular inspection and maintenance of all fire-fighting equipment, assets, or apparatus on the Secondary Thoroughfare to comply with the requirements of the applicable fire safety legislation and the associated Australian Standards.

Fibre to the Home (FTTH)

- f) Ensure all works are performed in accordance with the agreement between the PBC and its network/maintenance provider and advise the PBC on all parts, components, plant, equipment, and technology that comprise the network, as well as all programming, monitoring, adjustment, cleaning, testing, repairs maintenance and upgrades that are necessary to ensure the satisfactory ongoing operation of the network.

Gates/Fencing

- g) Provide all works to maintain the operation of the gate systems and the boundary fencing of the Secondary Thoroughfare.

Hydraulic Services

- h) Provide hydraulic services within the Secondary Thoroughfare, beyond the water supplier's control valve, sub meter, isolation valve.
- i) Hydraulic services shall be limited to:
 - i. asset management;
 - ii. preventative maintenance;
 - iii. non-routine repairs, reactive works, work requests; and
 - iv. project management of major repairs and upgrades
- j) Hydraulic services shall encompass all the PBC's assets including:
 - i. Sewer reticulation and manholes (but excluding grease traps);
 - ii. Stormwater drainage, manholes, grates, and gross pollution traps;
 - iii. Water mains, sluice valves, valves (isolation potable water supply) and service pipes;
 - iv. The maintenance of fire hydrants;
 - v. Residential/ commercial water meters;
 - vi. Sewer and submersible pumps, check valves, control assemblies;
 - vii. Backflow prevention devices / reduced pressure zone (RPZ); and
 - viii. All basic plumbing components on all appliances owned or controlled by the PBC.

Irrigation System

- k) Provide irrigation services to arrange, supervise, and maintain the A and C Class irrigation systems within the Residential Zone.
- l) Irrigation services shall be limited to:
 - i. Asset management;
 - ii. Preventative maintenance;
 - iii. Non-routine repairs, reactive works, work requests; and
 - iv. Project management of major repairs and upgrades
- m) Irrigation services shall encompass all the PBC's assets including:
 - i. All pipe work including mains and lateral pipes and risers;

- ii. All isolation valves and automatic control valves, valve boxes and lids;
- iii. Solenoid valve component replacements;
- iv. Air valve and quick coupling valves;
- v. All sprinklers, sprays, emitters, and drip lines;
- vi. All irrigation controllers, rain switches and other components that may be interfaced with the control systems;
- vii. Irrigation satellites and control boards;
- viii. All control wiring; and
- ix. Irrigation pumps sets/boosters.

- n) Provide irrigation services to the C Class water system within the Residential Zone.

- o) Provide irrigation services to the A Class water system within the Residential Zone and in accordance with the PBC's maintenance agreement with the PTBC.

Animal and Pest Management

- p) Arrange and oversee the treatment, management and control of wildlife within the Secondary Thoroughfare.

Roads and Pathways

- q) Arrange and supervise the maintenance of the roads and pathways within the Secondary Thoroughfare including sweeping, line marking, and adequate road safety signage as is necessary.
- r) Ensure the roads and pathways are kept free of all hazardous substances, material, debris and rubbish.
- s) Ensure the road sweeping vehicle operates in the direction of normal traffic flow and that it picks up all loose material such as dirt, sand, gravel and vegetative waste deposited against the kerbs.
- t) Arrange and oversee the road sanding of all brick paved areas within the Secondary Thoroughfare as required to maintain the pavements in good condition.

Recreational Areas

- u) Arrange regular cleaning and maintenance of all recreational areas within the Secondary Thoroughfare.
- v) Arrange, inspect and maintain all playground equipment and BBQs within the Secondary Thoroughfare and ensure all applicable safety standards are met and certifications obtained and renewed as required.
- w) Arrange, inspect and maintain all outdoor furniture within the Secondary Thoroughfare to ensure they are clean, safe and fit-for-purpose.
- x) Arrange, inspect and maintain all amenities and toilets within the Secondary Thoroughfare to ensure they are clean, safe and fit-for-purpose.

Signage

- y) Arrange for the erection, regular cleaning and maintenance of all signage within the Secondary Thoroughfare

Waste and Recycling

- z) Inspect and arrange for the removal of all litter within the Secondary Thoroughfare on a regular basis and as directed by the PBC from time to time.
- aa) Arrange and supervise waste removal on a regular basis in accordance with the agreement between the PBC and its waste contractor as directed by the PBC from time to time.

Water Management

- bb) Manage and monitor maintenance of water meters on the Secondary Thoroughfare and owned by the PBC.
- cc) Arrange for a contractor to perform water meter reads and re-reads as required.
- dd) Manage a water meter platform/database.
- ee) Arrange regular tests on the quality of the potable water supply within the Residential Zone to ensure it complies with legislative standards.

DRAFT

SCHEDULE B – CODE OF CONDUCT

1. Knowledge and understanding

The Facilities Manager must have a good working knowledge and understanding of *the Sanctuary Cove Resort Act 1985* (Qld), the *Building Units and Group Title Act 1980* (BUGTA) and this Code of Conduct, relevant to the Services to be provided.

2. Honesty, fairness and professionalism

- (a) The Facilities Manager must act honestly, fairly and professionally in supplying the Services;
- (b) The Facilities Manager must not attempt to unfairly influence the outcome of an election for the PBC Executive Committee.

3. Skill, care and diligence

The Facilities Manager must exercise reasonable skill, care and diligence in providing the Services.

4. Acting in PBC's best interests

The Facilities Manager must act in the best interests of the PBC unless it is unlawful to do so.

5. Keeping the PBC informed of developments

The Facilities Manager must keep the PBC informed of any significant development or issue about an activity performed by the PBC.

6. Ensuring employees comply with the Act and Code

The Facilities Manager must take reasonable steps to ensure an employee, agent, contractor or officer of the Facilities Manager complies with *the Sanctuary Cove Resort Act 1985* (Qld), the *Building Units and Group Title Act 1980* (BUGTA) and this Code of Conduct, in providing the Services.

7. Fraudulent or misleading conduct

The Facilities Manager must not engage in fraudulent or misleading conduct in providing the Services herein.

8. Unconscionable conduct

The Facilities Manager must not engage in unconscionable conduct in providing the Services herein. Examples of unconscionable conduct include:

- (i) taking unfair advantage of the Facilities Manager's superior knowledge relative to the PBC;
- (ii) requiring the PBC to comply with conditions that are unlawful or not reasonably necessary;
- (iii) exerting undue influence on, or using unfair tactics against, the PBC or a PBC member.

9. Goods and services to be supplied at competitive prices

The Facilities Manager must take reasonable steps to ensure goods and services that are sourced for the PBC are obtained or supplied at competitive prices.

10. Facilities Manager to demonstrate keeping of particular records

If the PBC or the Executive Committee requests, in writing, the Facilities Manager is to show that it has kept the PBC records as required under SCRA. The Facilities Manager must comply with the request within the reasonable period stated in the request.

SCHEDULE C – REPORTING

The Facilities Manager will provide the following reports to the PBC at the frequency indicated:-

Report Name	Description	Frequency
Income & Expenditure	A detailed line-item income and expenditure statement compared to the budget referred to in 6.2 (b)	Monthly, within 7 business days of the month end
Maintenance Log	A list of completed maintenance tasks, including preventative maintenance schedules, reactive repairs, and details of work orders raised.	Monthly, within 7 business days of the month end
Outstanding issues	List all things on the Secondary Thoroughfare requiring repair and on matters which are considered to be creating a hazard or danger.	Monthly, within 7 business days of the month end
Asset status	Updates on the condition of critical facility equipment, including potential failures or degradation.	Monthly, within 7 business days of the month end
Risk reports	Documentation of any accidents, emergencies, or service disruptions within the facility.	Monthly, within 7 business days of the month end
Compliance reports	Confirmation of adherence to relevant safety and regulatory standards.	Monthly, within 7 business days of the month end

SCHEDULE D – MINIMUM REQUIREMENTS FOR CONTRACTORS

Where the Facilities Manager arranges a service provider to complete works required under this Agreement, the Facilities Manager must ensure that the service provider complies with the following:

- a) be registered as a business for tax purposes in Australia;
- b) have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover);
- c) have a minimum \$1 million Professional Indemnity Insurance (where applicable);
- d) have Statutory Workers Compensation insurance (where applicable);
- e) hold all licences as relevant to services provided;
- f) have an established Quality Management system (Consultants only);
- g) present current work, health and safety certifications;
- h) have an established Health & Safety Management system;
- i) accept the approved terms and conditions of engagement and any code of conduct as approved by the PBC from time to time.

DRAFT

SCHEDULE E – PBC EXPENDITURE POLICY (FACILITIES)

PART A: Committing to or incurring expenditure on behalf of the PBC

1. The Facilities Manager has no authority to incur expenditure on behalf of the PBC unless the expenditure:
 - a. is to come from the Administration Fund and it relates to:
 - i. a single transaction up to \$5,000 for budgeted expenditure in accordance with clause 5.1a); or
 - ii. emergency work as defined in clause 5.1c) which the PBC retrospectively approves; or
 - b. is approved by the PBC in general meeting.
2. A budgeted amount is not authority for expenditure.
3. Where expenditure is unbudgeted, consideration must be given to whether a special levy is required to be raised to meet the expenditure proposed.
4. The Manager will not issue a work order without, where necessary, written evidence of the appropriate motion having been successfully carried in a general meeting of the PBC.

PART B: Approving expenditure

The Facilities Manager must ensure that for any proposed expenditure, the following number of quotations are obtained:

	Expenditure Type		
Quotations for expenditure (for work to be performed or for the purchase of personal property)	Admin Fund Budgeted	Admin Fund Unbudgeted	Sinking Fund Expenditure
Value of expenditure < \$2,500	1 quote		
Value of expenditure between \$2,501 & \$10,000	1 quote	2 quotes	
Value of expenditure between \$10,001 & \$50,000	2 quotes		
Value of expenditure between \$50,001 & \$250,000	3 quotes		
Value of expenditure over \$250,000	A Tender Process is Required under instruction from the PBC		

PART C: Paying expenses of the PBC

The Facilities Manager must ensure that approval from the following Executive Committee members is obtained before paying for invoices of the PBC:

	Expenditure Type		
	Admin Fund Budgeted	Admin Fund Unbudgeted	Sinking Fund Expenditure
Invoices for works, services and goods			
Invoice Value < \$2,500	No approval required	PBC Treasurer	
Value of work between \$2,501 & \$5,000	PBC Treasurer		
Value of work above \$5,000	PBC Chairperson & PBC Treasurer		

NB: All amounts listed are inclusive of GST

NB: For Part C, the PBC Chairperson and PBC Treasurer may nominate another Executive Committee member in their absence.

Executed as an Agreement in Queensland.

THE COMMON SEAL of SANCTUARY COVE)
PRINCIPAL BODY CORPORATE is affixed in accordance)
with section 25 of the *Sanctuary Cove Resort Act*)
1985 (Qld))

Name of Secretary of Executive
Committee

*Signature of Secretary of Executive
Committee*

Name of Executive Committee Member

Signature of Executive Committee Member

EXECUTED by SANCTUARY COVE COMMUNITY)
SERVICES LIMITED ACN 119 669 322 in)
accordance with section 127 of the *Corporations*)
Act 2001 (Cth) by:)

Name of Director

Signature of Director

Name of Director/Secretary

Signature of Director/Secretary



8th April 2025

Mr John Waters
6301 Horizon Court
SANCTUARY COVE QLD 4212
Transmission via email: bashorwaters@gmail.com
john@johnwatersholdings.com.au

Dear John,

**ENCLOSED DRIVEWAY FENCE ENCROACHMENT ONTO SECONDARY THOROUGHFARE
PROPERTY: 6301 HORIZON COURT, LOT 127 ARAUCARIA**

At the PBC Extraordinary General Meeting held on 27 February 2025, the enclosed driveway fence at your property was discussed, specifically regarding its encroachment onto the Secondary Thoroughfare.

It was determined that the fence must be amended to ensure it is wholly contained within the boundaries of your lot and no longer encroaches upon the Secondary Thoroughfare, in order to achieve compliance.

We understand that this enclosure was originally erected by Mulpha while the property was under their management. As such, we recommend contacting Mulpha directly to discuss rectification of the issue at their expense.

Thank you for your cooperation in this matter.

Regards
For and on behalf of
Sanctuary Cove Principal Body Corporate GTP 202

Jodie Syrett
Manager of Body Corporate
Sanctuary Cove Community Services Limited



PO Box 1048,
Robina, QLD, 4230
Lakehouse Corporate
Space, Suite 425
Level 2, 34-38 Glenferrie
Drive
Robina, QLD, 4226
T +61 7 5553 6900

Our ref: 07366

Date: 18 December 2024

Body Corporate for Horizon Court,
Hope Island QLD 4212.
Lot 119 GTP107511 (Secondary Thoroughfare).

Attn: Sanctuary Cove Principal Body Corporate

Dear Sir/ Madam,

Letter of Notification

RPS AAP Consulting has recently completed a boundary identification survey for 6301 Horizon Court, Hope Island (Lot 127/ GTP107515). In the course of completing our Boundary Survey, we have located improvements on or near the property boundary. The reinstated property boundary and noted improvements are shown on the attached copy of our Boundary Identification Survey Plan (IS328983), which has been lodged with the Department of Resources.

As cadastral surveyors it is our obligation to inform all parties concerned of such improvements on or near a reinstated boundary, if it is possible that one party is adversely affected, in accordance with Section 18 of the Survey and Mapping Infrastructure Regulation 2014. **Please note, this letter is for the purpose of notification only and is not seeking any action.**

We trust that this information is sufficient for your purposes, however, should you require any further details or clarification, please do not hesitate to contact the writer by telephone.

Yours sincerely,
for RPS AAP Consulting Pty Ltd

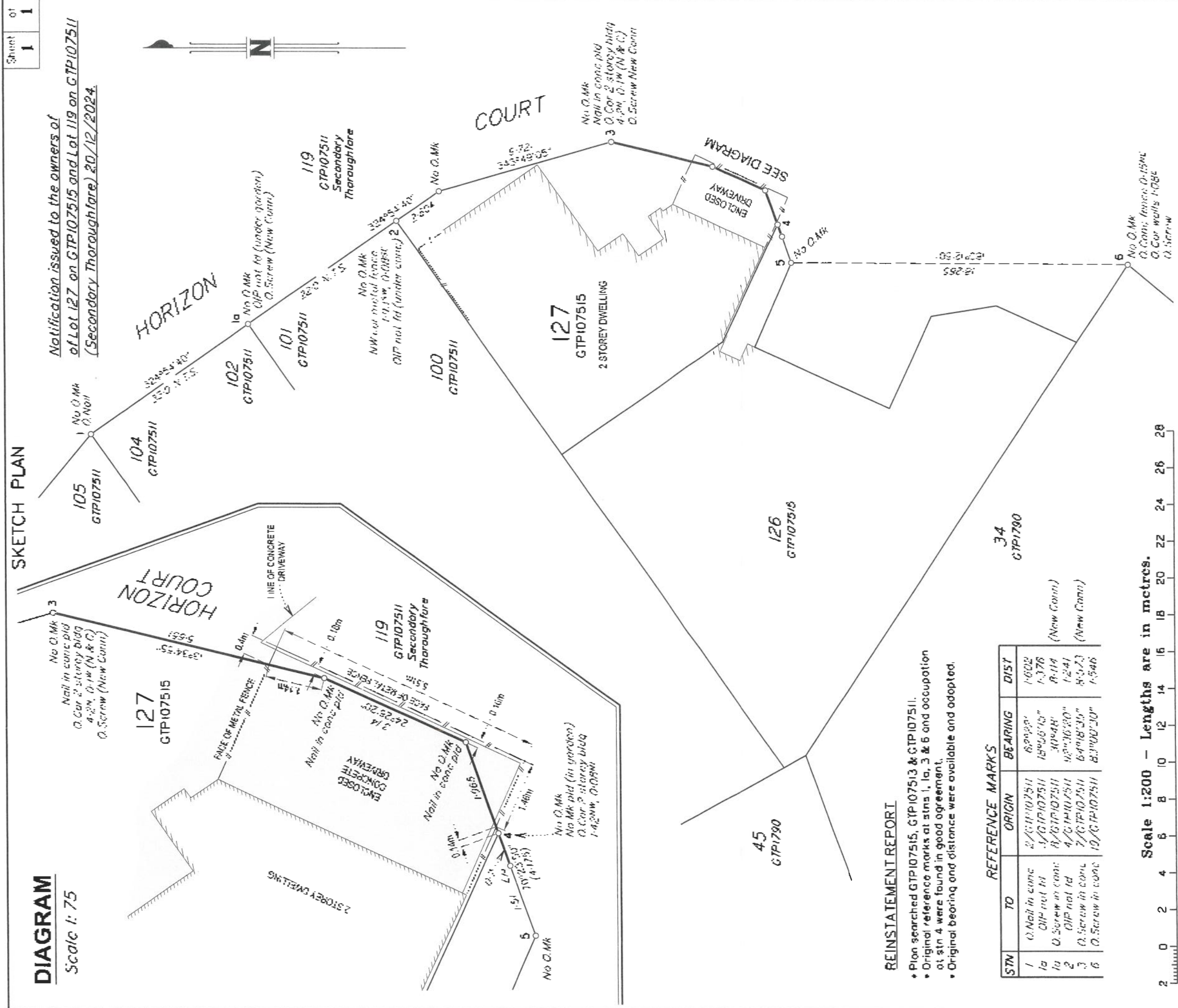
Brian Rogers
Senior Registered Surveyor
brian.rogers@rpsconsulting.com
+61 7 5553 6900

Sheet of 1 1

DIAGRAM
Scale 1:75

Notification issued to the owners of
of Lot 127 on GTP107515 and Lot 119 on GTP107511
(Secondary Thoroughfare) 20/12/2024.

SKETCH PLAN



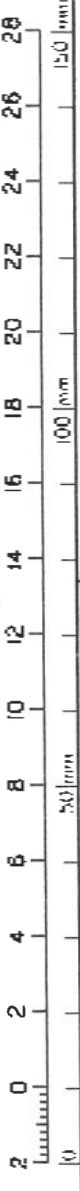
REINSTATEMENT REPORT

- Plan searched GTP107515, GTP107513 & GTP107511.
- Original reference marks at stns 1, 1a, 3 & 6 and occupation at stn 4 were found in good agreement.
- Original bearing and distance were available and adopted.

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	O Nail in cone	2/GTP107511	82°00'00"	1.602
1a	OIP not fd	1/GTP107511	19°00'00"	1.376
1a	O Screw in cone	8/GTP107511	30°48'	8.114
2	OIP not fd	4/GTP107511	92°36'20"	1.241
3	O Screw in cone	7/GTP107511	64°18'35"	8.573
6	O Screw in cone	10/GTP107511	83°00'30"	1.546

Scale 1:200 - Lengths are in metres.



CLIENT SANCTUARY COVE BODY CORP

RP5 AAP CONSULTING PTY LTD (ACN 117 883 173)
hereby certify that the land comprised in this plan was surveyed
by the corporation, by Hugh Gene JAKINS,
Registered Surveyor, for whose work the corporation accepts
responsibility, under the supervision of Brian Phillip Rogers,
Cadastral Surveyor and that the plan is accurate, that the said
survey was performed in accordance with the Survey and
Mapping Infrastructure Act 2003 and Surveyors Act 2003 and
associated Regulations and Standards and that the said survey
was completed on 22/10/2024.

Brian Rogers
Authorised Delegate

Date 19/12/2024

PLAN OF IDENTIFICATION SURVEY OF

part of Lot 127 on GTP107515

ORIGINAL Part 2

MERIDIAN
vide
GTP107515

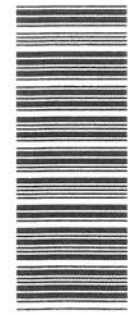
SCALE
1:200

PLAN NO.
15328983

FILE REF.
7366/HGJ



RP5 AAP Consulting Pty Ltd
ACN 117 883 173
ABN 97 117 883 173
Level 10, 117/119 Stirling Street, Perth
Western Australia 6000
T 08 9438 8000
F 08 9438 8000
W www.rp5.com.au



IS328983



9th April 2025

Mr Barry Teeling - Mulpha Australia Limited
PO Box 199
Sanctuary Cove, QLD, 4212
Transmission via email: barry.teeling@mulpha.com.au

Dear Barry,

REQUEST FOR LIGHTING FROM OLD VILLAGE GATES TO THE ROUNDABOUT

I am reaching out regarding the night lighting of the new road from the old Village gates to the roundabout.

Concerns were raised during the PBC EGM meeting on Thursday, 27 February 2025, that the new road has been opened without the installed street lights operating during the evening.

This poses a significant safety risk for motorists and pedestrians.

Your prompt attention to this issue would be greatly appreciated. Please let me know if any further information is required and what course of action is planned to remedy the safety concerns.

For and on behalf of
Sanctuary Cove Principal Body Corporate GTP 202

Stuart Shakespeare
PBC Chairperson

Cc Stephen Anderson – PTBC Chairman



14th April 2025

Mr Anthony & Mrs Michelle Curtis
[REDACTED]

SANCTUARY COVE QLD 4212

Transmission via: [REDACTED]
[REDACTED]

Dear Anthony & Michelle,

SECURITY CAMERAS INSTALLED IN WINDOWS
PROPERTY: [REDACTED] PINEHURST DRIVE, LOT 20 DARWINIA

We understand that you have placed some security cameras in the windows of your home that appear to be looking into a neighbouring lot. Please see **enclosed** photographs.

This matter was discussed at the PBC Executive Committee meeting held on Thursday, 10 April 2025. The Executive Committee has requested that you remove these security cameras in reliance on Residential Zone Activities By-law 4.10.

RZABL 4.10 – Security Systems

Except for any security system installed by the company, security systems of any sort must not be erected, placed or permitted to remain on any Lot or Common Property, unless they have been approved in writing by the Principal Body Corporate.

Should you have any queries in relation to the contents of this letter, please do not hesitate to contact the PBC on (07) 5500 3333 or pbcc@scove.com.au.

We thank you in advance for your co-operation with this matter.

Regards

For and on behalf of

Sanctuary Cove Principal Body Corporate

A handwritten signature in black ink, appearing to read 'J Syrett'.

Jodie Syrett

Manager of Body Corporate

Sanctuary Cove Community Services Limited







14th April 2025

Ms Joanne Molloy

[REDACTED]

SANCTUARY COVE QLD 4212

Transmission via: [REDACTED]

Dear Joanne,

SECURITY CAMERAS INSTALLED IN WINDOWS
PROPERTY: [REDACTED] PINEHURST DRIVE, LOT 22 DARWINIA

We understand that you have placed some security cameras in your home that appear to be looking into a neighbouring lot. Please see **enclosed** photographs.

This matter was discussed at the PBC Executive Committee meeting held on Thursday, 10 April 2025. The Executive Committee's view is that your cameras must be removed because they are a breach of Residential Zone Activities By-law 4.10.

RZABL 4.10 – Security Systems

Except for any security system installed by the company, security systems of any sort must not be erected, placed or permitted to remain on any Lot or Common Property, unless they have been approved in writing by the Principal Body Corporate.

Should you have any queries in relation to the contents of this letter, please do not hesitate to contact the PBC on (07) 5500 3333 or pbcc@scove.com.au.

We thank you in advance for your co-operation with this matter.

Regards

For and on behalf of

Sanctuary Cove Principal Body Corporate

Jodie Syrett

Manager of Body Corporate

Sanctuary Cove Community Services Limited







14 April 2025

Mr K & Mrs M Riley

[REDACTED]
SANCTUARY COVE QLD 4212

Transmission via email: [\[REDACTED\]](mailto:[REDACTED])

Dear Kevin and Malveen,

UNAPPROVED WORKS - [REDACTED] MARINE DRIVE WEST, LOT 90 COLVILLIA

Further to our correspondence dated 7 February 2025, we note that further unapproved works have been completed at the above property despite our request for works to be stopped immediately.

All building design in Sanctuary Cove is regulated by the Sanctuary Cove Resort Act under the gazetted Development Control By-Laws (DCBLs). These by-laws were implemented to maintain the resort's high standards. If a property owner plans to build or extend, renovate, repaint, landscape or make any changes at all to the exterior of their property, a Building Approval Number (BAN) must first be obtained from the Principal Body Corporate (PBC). This is essential prior to any works commencing.

Any person who contravenes ('breaches') or fails to comply with these by-laws has acted unlawfully and is therefore liable for further action by the PBC.

Contravention Notice

The PBC wishes to advise, as per our previous notice, that a breach of the DCBLs has been identified in respect to the unapproved works that have been completed at the above address (photos attached).

We note that a formal application for the front fence has not been submitted nor approved by the PBC.

Accordingly, please submit the as-constructed plans for the fence to the body corporate office for review. These plans must include both a dimensioned plan and elevations clearly showing materials used and colours.



As-constructed plans must be submitted to the body corporate office on or before Thursday, 1 May 2025.

Should you have any queries in relation to the contents of this letter or the implementation of the by-laws, please do not hesitate to contact Sanctuary Cove Body Corporate Services on at pbcs@scove.com.au.

For and on behalf of
Sanctuary Cove Principal Body Corporate GTP 202

Jodie Syrett
Manager of Body Corporate
Sanctuary Cove Body Corporate Services Pty Ltd









ANZAC DAY DAWN SERVICE

Friday 25th April 2025

The Rotary Club of Hope Island is pleased to announce the celebration of:
ANZAC Day 2025

With a dawn service at:
The Armistices Memorial on the island in **Reflection Lake,**
Sanctuary Cove.

***WE EXTEND AN INVITATION TO JOIN US FOR THIS IMPORTANT EVENT,
ANZAC DAY.***

Being a dawn service, we expect attendees to arrive at around 4.30am for commencement of the ceremony at 4.45am with pre-service music and the service to commence at 4.55 sharp.

Parking is in Caseys Rd, but may be limited directly in front. However there is parking further down Caseys Rd and on Santa Barbara Rd.

Seating is limited please bring a seat for your comfort.

Close of ceremony will be at approximately 6.15am, with attendees departing over the following 30 minutes.

Purpose & Key takeaways

For today:

1. Why governance reform is needed
2. What will improve
3. How change will happen
4. Who's involved
5. What we are looking for from PBC MNs



Fun Fact: “The Meeting Maze”

“Did you know the current Sanctuary Cove governance model has historically involved over 225 meetings per year across all forums?”

More meetings haven’t solved our challenges....role confusion still persists

This improvement plan is about smarter governance, not more meetings

**“How many
Hats can
anyone
realistically
wear”**

Our volunteer PBC Chair wears five hats –

PBC MN

PBC Chair

EC Chair

PTBC Rep

SCCSL Director.

No wonder burnout risk is real.

Governance plan will introduce **better role clarity and ways to for sharing** workload to sustain leadership capacity.

Why This Roadmap Plan Matters Now?

“We wouldn’t run a smartphone in 2025 on 2014 operating platform. Yet that’s essentially what we’ve been doing with our current governance structure.”

*This Governance Improvement Plan is our **system upgrade** — effective, efficient, and best fit while within our legal and regulatory requirements*





***“Good governance is not
about doing more – it’s
about doing what
matters, better.”***

Directors Australia


What is Governance?

Put Simply – It's how we Lead,
Decide & Engage




Governance Improvement Plan

PBC Governance Blueprint - 34 recommendations



3-year Improvement plan - enhance efficiency, clarity, and resilience of PBC governance



Focus areas: roles and structure, decision-making, compliance, stakeholder engagement



Supported by internal resources and external expert governance advisors

Governance Improvement Plan: Three Key Phases

Timelines:

2025:

Foundation changes (roles, policies, code of conduct, conflict of interest, communication and change management plan)

2026:

Governance Manual, Community Digital App, education, risk framework

2027:

Ongoing training, governance progress - follow up review

Why Now....What's going to change?

From	To
Role confusion – who does what?	Defined roles & responsibilities
Inconsistent or slow decision making	Streamlined, accountable processes
Poor stakeholder communication	Transparency and ease of access- SC Digital App
Risk/compliance gaps	Stronger frameworks & oversight
Ad hoc training & education	Formalised training & support

PBC MNs – Role in this Project?

1. Voting on governance improvements
2. Consult your RBC & ensure their views are represented
3. Share updates with RBCs
4. Provide input & feedback
5. Participate in training

Governance Project Lead – What's My Role?

1. Lead governance improvement plan & deliverables
2. Coordination, engagement & alignment
3. Track progress
4. Support change management

We Can't Keep Doing the Same Thing & Expect a Different Result....

2014 Strategic Review Findings

Complex governance structure, unclear roles

Inefficiency of large committees (20–30 members)

Executive Committee not functioning per SCRA

Sub-committees (FSC/CSC) bypass EC; unclear purpose

Lack of financial strategy; levy and budget risks

Unclear risk, compliance, and liability oversight

Fragmented and outdated governance documentation

Governance not aligned to modern expectations

High security costs and outdated practices

Unsustainable levy and sinking fund projections

Lack of oversight and clarity in SCCSL roles

Weak communication with stakeholders and RBCs

Questions around independent directors and corporate structure

2025 Blueprint Recommendations

✓ Clarify roles of PBC, EC, sub-committees

✓ Recommends smaller, well-defined committees

✓ Define EC role; develops new ToRs

✓ Assess and re-align Sub & Committee roles

✓ Introduce Financial Management Strategy; documents approval pathways

✓ Legal advice and risk framework development required

✓ Establish single-source repository and review cycle

✓ Introduce digital communication (App, owner manual)

✗ Not addressed in Blueprint – out of scope

✗ Not addressed in Blueprint – requires financial or engineering review

✓ Clarify AMA responsibilities; strengthens oversight and reporting

✓ Enhance protocols for RBC updates, meeting communiques, and App use

⚠ Some reallocation of duties; full review not included

Blueprint Actions

Actions 3–9, 11

Actions 6, 7

Action 5

Action 7

Actions 27, 28

Actions 29–31

Actions 20–22

Actions 1, 33

N/A

N/A

Actions 10, 27, 29

Actions 32, 33

Action 23 (partial)

Why Engage Independent Governance Experts?



Sustained Planning

Supports the Governance Improvement Plan—refining structures, roles, and decision-making processes.

Helps overcome internal stalemates & unlock progress



Independent Oversight

Brings transparency and credibility, aligning with best-fit governance and strengthening defensibility for compliance matters.



Proven Expertise

Deep governance and legal experience with a strong track record in the sector.



Targeted Resourcing

Provides additional capacity to implement structural reforms efficiently.



Importantly, less than 0.3% of A&M Budget is proposed to be spent in 2025 on external governance expertise.

Request:

4-5 PBC MNs to nominate for governance consultation small group



INITIAL INPUT &
'SOUNDING BOARD'



INITIAL SENSE-CHECK
IDEAS & PROPOSED
CHANGES



SUPPORT
IMPLEMENTATION BY
PROVIDING FEEDBACK



HELP SHAPE
GOVERNANCE
CULTURE

Top 5 Questions You Might Be Thinking

1. Why is it a multi-year plan?

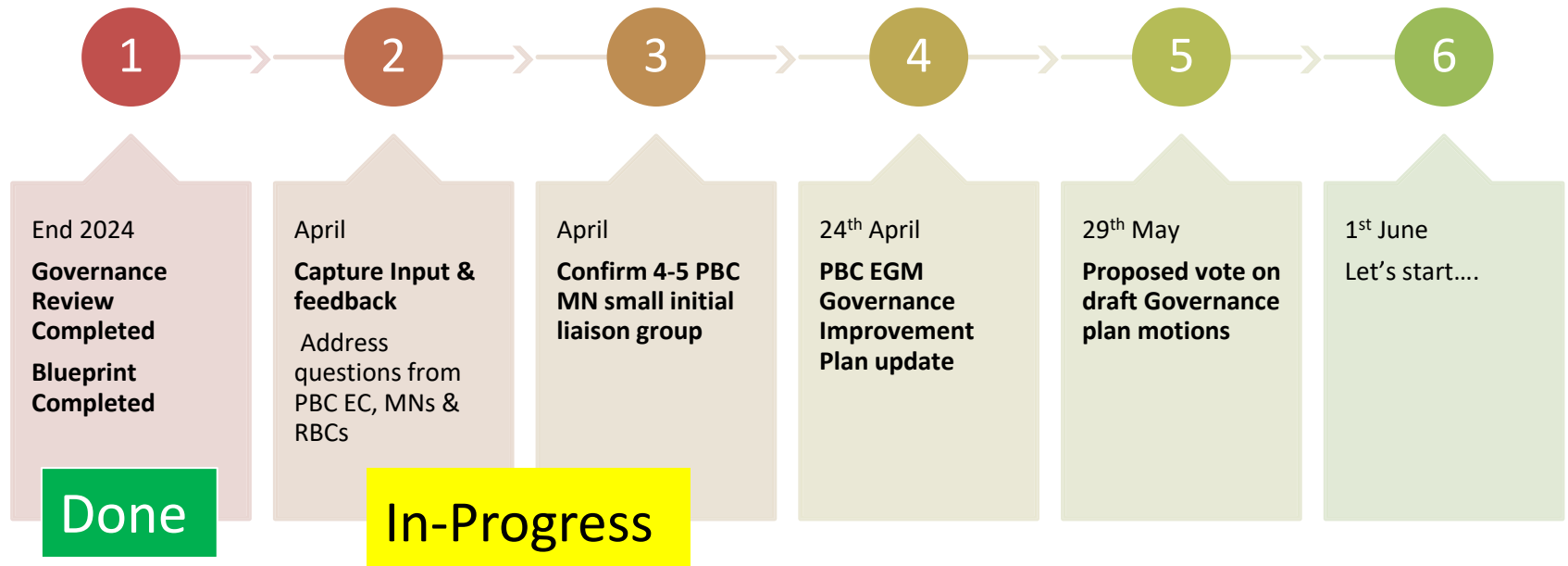
2. Will it create more work for me?

3. Is there funding to support this?

4. How will I know what I'm responsible for?

5. Will there be training or support?

Next Steps: Pathway Forward



What Success Will Look Like?



1. Clear roles, faster decisions
2. Shorter, more effective meetings
3. Less frustration, more collaboration
4. Stronger legal compliance and risk controls
5. Sustainable leadership – reduced burnout

“It’s not about doing more — it’s about doing what matters, better.”

Directors Australia

Let's Open It Up

What We Need from You:

1. Consult your RBC over the next 6 weeks
2. Share any suggestions or barriers you see early
3. Support for roadmap direction
4. Volunteers to join small group of governance consultation

Meeting Notes: Informal PBC Meeting / Presenting Draft Governance Improvement Plan

Date:

14th April 2025

Time:

10am -10.45am

Location:

SCBS Meeting Room

Note Taker:

Simone Hoyle

Attendance

Paul Kernaghan
Brian Earp
Huge Martin
Andrea Luyckx
Neill Ford
Cheryl McBride
Simone Hoyle

SCBCS

Cassie McAuliffe
Jodie Syrett

Apologies

Peter Cohen
Mark Winfield
Maxine Monroe
Wayne Bassion

Meeting Notes

As suggested at the March PBC EGM, this session was held to provide an initial opportunity to share, ask questions and provide feedback on the draft Governance Improvement Plan. Please find attached the presentation deck, including accompanying speaker notes for reference.

Thank you to all who attended the session and for your engagement and feedback you shared following the presentation.

Initial feedback on the draft Governance Improvement Plan ranged from highly supportive to neutral, with many expressing strong alignment with the direction and a structured approach. A key point raised during the discussion was the importance of demonstrating commitment to governance change from both the PBC and the EC, as this was identified as a key impediment to progress following the 2014 site-wide review.

Four key themes from today's feedback:

1. Culture & Trust Building

- Transparency, inclusiveness, and engagement will be critical to building confidence and shared ownership.
- We must ensure that personalities and egos do not become barriers to progress.
- There needs to be a stronger culture of trust and transparency between the PBC EC and the broader PBC.

2. Role Clarity & Governance Structure

- Clearly defining the terms of reference and roles of the PBC and EC is essential.
- The lack of clear 'adoption', post the 2014 site-wide review highlights why this foundational work and change management must be prioritised.
- Holding ourselves accountable to adhere to terms of reference, role definitions and decision authorities will be critical success factor.
- Access to external governance expertise is important in today's environment of increasing compliance and governance requirements.

3. Meaningful Engagement & Representation

- Buy-in from the PBC is essential — MNs need to feel consulted and part of the journey.
- Involving a range of lived experiences and perspectives (from long-serving deep experience/knowledge to newer PBC MNs) is important. The 4-5 MN liaison group/first-look should reflect this range.

4. Implementation Discipline

- The next steps are crucial — especially on the key focus areas and deliverables across each quarter.
- A clear, phased focus for quarterly delivery will build momentum and demonstrate visible progress.

Simone Hoyle
PBC MN for Roystonia



Mulpha Sanctuary Cove (Developments) Pty Limited
ACN 098 660 318 ABN 20 098 660 318

Jabiru House, Masthead Way
PO Box 199 Sanctuary Cove QLD 4212 Australia
T 61 7 5577 6500 F 61 7 5530 8455
www.sanctuarycove.com www.mulpha.com.au

NOTICE TO SANCTUARY COVE RESIDENTS

Geese settle into their new home

We're pleased to share that the geese previously residing at the development site adjacent to The Parkway and Glen Eagles Drive have now settled comfortably into their new home at Memorial Island Park.

To help protect these feathered residents, Sanctuary Cove Primary Thoroughfare Body Corporate has kindly asked that all dogs are kept on a lead while in the area. This will help ensure the geese remain safe and undisturbed in their new environment.

Biodiversity Australia has been monitoring the geese during their first week in the park and is happy to report that they are thriving and enjoying the water and natural surroundings.

While the nearby lakes along Sanctuary Cove Boulevard provide a safe and predator-free habitat, free from threats such as foxes, it remains important that dogs are restrained to maintain this safe haven.

If you have any questions about the relocation, please feel free to get in touch with our Community Liaison, Sarah Staerk, at yoursanctuarycove@mulpha.com.au.

Warm regards,
The Mulpha Team

Date: 14/04/2025

**THE FAIRWAYS BULK EARTHWORKS, SANCTUARY COVE – CONCRETE CRUSHING
WORKS NOTIFICATION**

Dear Resident,

Golding Contractors wishes to inform you that as part of the ongoing construction work at Augusta Drive, Sanctuary Cove, **concrete / rock crushing** will commence on approximately **1st of May 2025** (weather permitting) and is expected to continue for approximately **two weeks**.

The crushing will take place **between the hours of 7:00 am and 5:00 pm**, Monday to Friday, and maintenance on Saturdays if required. The operation is likely to cause disturbance due to noise.

Your understanding and co-operation during this time is much appreciated. If you have any queries or experience any unreasonable disturbance during this time, please contact our Ormeau Office on 07 5557 6100.

Yours faithfully

GOLDING CONTRACTORS PTY LTD

CORRESPONDENCE FOR ACTION

We write to raise residents' concerns regarding the threat posed by many of the tall trees within the PBC, particularly those in the Colvillia RBC. At the moment, any action associated with potentially dangerous trees is a reactionary one rather than a proactive one.

The concerns have resurfaced once again following the effects of Cyclone Alfred that followed the damage caused by the storm on Christmas Day in 2023. We were told that these types of storms were "1 in 100 years" events; we have had 2 severe storms that have caused significant damage in the space of 15 months.

The Christmas storm of 2023 caused a number of trees to be uprooted, and there were many branches that were broken off that littered the area. The movement in the trees during the storm had been very threatening and caused severe anxiety for many of the residents.

After that storm the Colvillia RBC Committee requested that threat posed to residents and properties by the tall trees behind Bay Hill Terrace and on Marine Drive North be reviewed and the trees removed. However, the Colvillia RBC Committee were informed that none of the trees represented a threat to property or life and no action was taken.

As residents prepared for Cyclone Alfred many relived the concerns and fear that they had experienced during the storm of 2023, where shelter had been taken under tables in fear of the trees being blown onto the houses. As Alfred arrived some residents moved from their properties to external safer locations while others remained in their properties terrified by the potential damage that could be inflicted during the storm from the tall trees in the area.

It was evident once the storm had passed that many of the trees that had been identified as safe following an Arborist's inspection post-Christmas 2023, had not survived the strong winds and rain inflicted by Cyclone Alfred.

There are many trees more than 30m tall in close proximity to residents' houses that are seen as potentially dangerous and there is major concern with the threat that these tall trees represent to property and life. This is compounded by the fact that there is no plan to manage the growth of these trees.

We are told the current policy is a reactive one, so we request that a plan be put in place with outcomes to manage the trees in the Colvillia RBC. It is hard to believe that trees are allowed grow to an undetermined height in our residential area, with some trees already over 40m tall with no plan to control their growth. Residents must wait for the trees to be blown over or for debris to fly around the Estate before any action is taken. It is very difficult to understand that the current plan is to let the trees grow to an undetermined height until the tree falls over or limbs break off. We believe this to be dangerous, unacceptable and irresponsible.

We therefore request that action is taken to remove the current threat from the potentially dangerous trees in the Colvillia RBC and adjacent PBC land.

As a follow-on action we request that a Sanctuary Cove Tree Management Plan (TMP) is established to identify potentially dangerous trees that represent a threat to life and property with a set of actions designed to mitigate that risk. Trees are then removed when they represent a threat and replaced accordingly to maintain an environmental balance.

We recognise that impact of potentially dangerous trees is different across the PBC, and we seek the PBC guidance on how best to approach this problem. Petrified residents should not have to move out of their properties when the next storm comes or not rest because they fear the worst, particularly when the threat could be avoided. We believe that there should be a plan to mitigate the risk and while we are particularly concerned with the trees within the Colvillia RBC and adjacent PBC areas we recognise that there will be similar issues in other RBC.

Colvillia RBC Committee

From: [Jodie Syrett](#)
To: [Jodie Syrett](#)
Subject: FW: 5709 Anchorage Terrace
Date: Thursday, 17 April 2025 10:11:31 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

From: Shanyn Fox <Shanyn.Fox@scove.com.au>
Sent: Thursday, 17 April 2025 10:04 AM
To: Jodie Syrett <Jodie.Syrett@scove.com.au>
Subject: FW: 5709 Anchorage Terrace

Hi Jodie,

I'm seeking further instruction on how the PBC would like us to proceed regarding access to the sewer infrastructure located behind the Anchorage Terrace properties.

There have been multiple instances of sewer blockages and overflows, particularly involving Manholes 5715 and 5717. Due to the nature of the work, each occurrence has required a licensed plumber to attend and clear the line with specialised equipment. During recent investigations and CCTV inspections, it was identified that several manholes have been either built over or obscured.

Notably, the manhole at Lot 5709 is currently covered by a pump fan unit (see photo below). The attending plumber noted the most recent blockage was particularly difficult to clear, and advised the issue appears to be centred around this manhole. He also warned that if left unresolved, the severity of blockages is likely to increase in the near future. If access to the drain/sewer line at the unit is denied, the sewer line will need to be bypassed via the sea wall, which would effectively remove the unit from the system and potentially disconnect it from the grid. This action may be necessary to ensure the continued sanitation of both the residential area and the waterway.

In accordance with GCCC requirements, unobstructed access to all sewer infrastructure must be maintained to support ongoing maintenance and enable emergency response. At present, access is limited, with jetting operations already reaching the maximum available hose length.

Could you please advise or seek guidance on how the PBC would like to proceed in addressing this issue, to ensure compliance and maintain the continued serviceability of the sewer network in this area?

Kind Regards,

SHANYN FOX

Facilities Services Manager

Direct 07 5500 3302 | Shanyn.fox@scove.com.au
Main 07 5500 3333 | enquiries@scove.com.au
Mobile 0431 094 524
Address PO Box 15 | Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212
Web oursanctuarycove.com.au

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From: Shanyn Fox
Sent: Monday, 14 April 2025 1:14 PM
To: PBC <pbcc@scove.com.au>
Cc: Cassie McAuliffe <Cassie.McAuliffe@scove.com.au>
Subject: RE: 5709 Anchorage Terrace

Hi Jodie,

I'm seeking further instruction on how the PBC would like us to proceed regarding access to the sewer infrastructure located behind the Anchorage Terrace properties.

There have been multiple instances of sewer blockages and overflows, particularly involving Manholes 5715 and 5717. Due to the nature of the work, each occurrence has required a licensed plumber to attend and clear the line with specialised equipment. During recent investigations and CCTV inspections, it was identified that several manholes have been either built over or obscured.

Notably, the manhole at Lot 5709 is currently covered by a pump fan unit (see photo below). The attending plumber noted the most recent blockage was particularly difficult to clear, and advised the issue appears to be centred around this manhole. He also warned that if left unresolved, the severity of blockages is likely to increase in the near future.

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Kind Regards,

SHANYN FOX

Facilities Services Manager

Direct	07 5500 3302 Shanyn.fox@scove.com.au
Main	07 5500 3333 enquiries@scove.com.au
Mobile	0431 094 524
Address	PO Box 15 Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212
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From: Eliza Court <eliza.court@scove.com.au>
Sent: Thursday, 10 April 2025 11:44 AM
To: Shanyn Fox <Shanyn.Fox@scove.com.au>
Cc: Craig Cameron <Craig.Cameron@scove.com.au>
Subject: 5709 Anchorage Terrace

Hi Shanyn,

Craig has advised the sewer manhole inside the lot of 5709 Anchorage Terrace is not accessible and is covered – see photos below.

The manhole needs to be made accessible at all times and there is a blockage issue which has occurred twice now.

Caretech identified the blocked access when they attended yesterday and previously on 13/12/2025 – see details on invoice attached.

Craig has advised that Caretech will be placing details on their invoice for yesterday's work.

Thank you.





Kind Regards,

ELIZA COURT

Facilities Services Officer

Direct 07 5500 3314 | eliza.court@scove.com.au

Main 07 5500 3333 | enquiries@scove.com.au

Address PO Box 15 | Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212

Web oursanctuarycove.com.au



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Information about Proxies

This page is for information only and not part of the prescribed form.

Lot Owners can appoint a trusted person as their representative at meetings, to vote in ballots or represent them on the committee. This person is your proxy.

To authorise a proxy, you must use the prescribed form and deliver it to the owner's corporation secretary. If appointing a Power of Attorney as a proxy, you should attach a copy of the Power of Attorney.

Proxies automatically lapse 12 months after the form is delivered to the secretary, unless an earlier date is specified.

Proxies must act honestly and in good faith and exercise due care and diligence. Proxies cannot transfer the proxy to another person.

A Lot Owner can revoke the authorisation at any time and choose to vote on a certain issue or attend a meeting.

It is illegal for someone to coerce a Lot Owner into making another person their proxy.

Owners' corporations must keep the copy of the Proxy authorisation for 12 months.

Proxy form for Body Corporate meetings

Building Units and Group Titles Act 1980

Section 1 – Body corporate secretary details

Name: The Secretary

Address of scheme: C/- Sanctuary Cove Principal, PO Box 15 SANCTUARY COVE, QLD, 4212

Section 2 – Authorisation

Notes: The Regulations set out a number of restrictions on the use of proxies, including an ability for the body corporate to further restrict their use including prohibition. If there is insufficient space, please attach separate sheets.

I/we

Name of owner 1:

Signature: **Dated:** ____ / ____ / ____

Name of owner 2:

Signature: **Dated:** ____ / ____ / ____

being the Proprietor/s of the following Lot/s

Lot number/s: **Plan number:**

Name of Body Corporate:

SANCTUARY COVE PRINCIPAL

hereby appoint,

Proxy (full name):

as my/our proxy to vote on my/our behalf (*including adjournments*) at (please tick **one**)

☐ The body corporate meeting to be held on ____ / ____ / ____

☐ All body corporate meetings held before ____ / ____ / ____ (*expiry date*)

☐ All body corporate meetings held during the rest of the body corporate's financial year unless I/we serve you with a prior written withdrawal of the appointment

unless I/we serve you with a prior written withdrawal of the appointment of Proxy.

Signature of proxy holder: **Dated:** ____ / ____ / ____

Residential address:

Suburb: **State:** **Postcode:**

Postal address:

Suburb: **State:** **Postcode:**