

DATE

**COPY**

8 OCTOBER 2007

**BODY CORPORATE FOR LINCOLN GREEN  
COMMUNITY TITLES SCHEME 37455**

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**MANAGEMENT AGREEMENT**

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**Legal Department  
Philip Usher Constructions Pty Ltd  
32 Tradelink Road  
Browns Plains Qld 4118**

**Tel: (07) 3800 1666  
Fax: (07) 3800 1740**

## MANAGEMENT AGREEMENT

THIS AGREEMENT is made the

8 day of OCTOBER 2007

BETWEEN:

**BODY CORPORATE FOR LINCOLN GREEN COMMUNITY TITLES SCHEME 37455** a body corporate formed pursuant to the Act at 175 Fryar Road, Eagleby, Qld, 4207.

("Body Corporate")

AND:

**STORER INVESTMENTS PTY LTD ABN 60 076 441 355**  
of 1/175 Fryar Road, Eagleby, Qld, 4207.

("Manager")

RECITALS:

- A. The Body Corporate is desirous of providing for the better administration, control and management of the Property and for the better exercise and performance of its powers and duties in relation thereto. In particular, the Body Corporate is desirous of providing for the better maintenance and repair of the Property.
- B. The Body Corporate has by ordinary resolution in general meeting authorised the entering into and execution of this Agreement.
- C. The Manager for the consideration hereinafter appearing has agreed with the Body Corporate on the terms and conditions herein set forth to perform the duties herein set forth.

OPERATIVE PROVISIONS:

### 1. INTERPRETATION

#### 1.1 Definitions

In this Agreement the following expressions have the following meanings:

"Act" means the Body Corporate and Community Management Act 1997 and a reference to the Act includes a reference to the particular regulation module applicable to the Community Titles Scheme in question;

"Common Property" means so much of the Community Titles Scheme as from time to time is not comprised in any lot, and shall include where appropriate any easement(s) and any property shared between members of the relevant body corporate and any other person (whether by way of easement, lease or otherwise);

"Committee of the Body Corporate" means the Committee of the Body Corporate pursuant to the Act;

"Community Titles Scheme" means Lincoln Green Community Titles Scheme 37455.

“**Building**” means the building erected on the Property;

“**Body Corporate’s Representative**” means the person appointed by the Committee of the Body Corporate from time to time pursuant to sub-clause 5.1;

“**Property**” means the Common Property together with any improvements the maintenance of which is, pursuant to the Act, the responsibility of the Body Corporate;

“**Term**” has the meaning ascribed by sub-clause 2.1.

## 1.2 Interpretation

In this Agreement except to the extent that the context otherwise requires:-

- (a) Headings have been inserted for guidance only and shall not form part of nor affect the interpretation hereof;
- (b) References to clauses, sub-clauses, paragraphs and sub-paragraphs are references to clauses, sub-clauses, paragraphs and sub-paragraphs hereof;
- (c) References to a person include corporations, natural persons and all other entities capable of suing and being sued;
- (d) References to a statute include all statutory provisions amending, consolidating or replacing same and all by-laws, orders in council, ordinances, proclamations, regulations, rules and other authorities made thereunder;
- (e) References to writing including typing, lithography, photocopying, telex, facsimile and any other means of producing or reproducing words in a visible form;
- (f) Words importing the singular number include the plural and vice versa;
- (g) This instrument shall operate to bind the administrators, executors, successors and permitted assigns (as the case may be) of each person who is a party hereto;
- (h) Words importing any particular gender include all genders.
- (i) Where two (2) or more persons are named herein (or are encompassed herein) as the Manager:
  - (i) the expression “the Manager” shall be a reference to those persons jointly as well as to each of them severally; and
  - (ii) this instrument and the obligations and agreements on their part therein contained or implied shall bind those persons jointly as well as each of them severally.
- (j) Where any provision hereof requires the doing of any act by the Body Corporate, that act shall be sufficiently done if done by a member of the Committee of the Body Corporate or any duly authorised managing agent of the Body Corporate or any other duly authorised person.
- (k) Where any provision hereof requires a determination to be made by the Body Corporate (other than by a special resolution of the Body Corporate), that

determination shall be sufficiently made if done by the Committee of the Body Corporate or any duly authorised managing agent of the Body Corporate; and

- (l) Unless otherwise defined herein, words and expressions defined in the Act shall have that meaning when used herein.

## 2. APPOINTMENT OF MANAGER

### 2.1 Appointment

Subject to the provisions of this Agreement, the Body Corporate appoints the Manager as the manager of the Property for a term of ten (10) years commencing on ..... 8 October ..... 2007 and expiring on ..... 7 October ..... 2017 ("Term") together with an option on the part of the manager for a further term of fifteen (15) years from the expiry date of the term. Such option shall be exercised by written confirmation to the Body Corporate no earlier than six (6) calendar months and no later than three (3) calendar months immediately prior to the expiry date and shall be subject to the same terms and conditions as for the initial term excluding an option. The remuneration in the first year of the option shall be determined by reference to paragraph 2 of Schedule One, applying the CPI increase to the remuneration that was payable during the last year of the expired term. The figure so derived shall then be taken to be the remuneration in year one, with reviews to occur in accordance with clause 2 for the succeeding years. The Manager hereby accepts the appointment on the terms of this deed.

### 2.2 Where Manager is a Corporation

Where at any time the Manager is a corporation of any kind whatever, it shall be the responsibility of the Manager to ensure at all times an adequate number of its officers, managers, servants or agents or persons appointed by the Manager from time to time to carry out its duties and functions pursuant hereto are available to carry out the Manager's duties and functions pursuant hereto.

## 3. REMUNERATION AND OTHER CONDITIONS

### 3.1 Remuneration

In consideration of the due and punctual performance by the Manager of its obligations hereunder, the Body Corporate shall pay to the Manager remuneration on the basis set out in Schedule One.

### 3.2 Leave

The Manager shall have the right to appoint a suitable replacement for the person responsible in accordance with this Agreement for the performance of the Manager's duties and obligations pursuant to this Agreement for a period of, or an aggregate of periods, up to four (4) weeks per annum, for the purpose of allowing the Manager a holiday or holidays for that period or aggregate of periods each year.

On each occasion, details of the proposed replacement shall be provided to the Body Corporate at least one (1) month prior to the commencement of the Manager's proposed holiday, and the Body Corporate shall as soon as reasonably practicable by notice to the Manager advise the Manager of its approval or otherwise of the proposed replacement provided that such details need only be provided 24 hours prior to any proposed holiday for urgent business, family or personal reasons. Such approval shall not be unreasonably withheld. It shall be a matter for the Manager to ensure that the replacement from time to time adequately performs the duties and obligations of the Manager pursuant to this

Agreement. Any remuneration payable to such replacement shall be the responsibility of the Manager.

### 3.3 Duties

- (a) The Manager shall duly and punctually perform the duties listed in **Schedule Two**.
- (b) Where the manager is a natural person, the Manager's duties hereunder shall be performed by the Manager personally or by the servants or agents of the Manager. Any breach of this Agreement on the part of such servant or agent shall be deemed to be a breach of this Agreement by the Manager. Any remuneration payable to such replacement shall be the responsibility of the Manager.
- (c) Where the Manager is a corporation, the Manager's duties hereunder shall be only performed personally by those persons previously authorised by the Body Corporate.
- (d) It is fundamental to this Agreement that the Manager must carry out all its duties or engage persons to carry out such duties on its behalf at its cost other than those duties that require a skilled tradesman or similar tradesman or similar person to carry out such duties. If a skilled tradesman or similar person is required, he will be engaged by the Manager after prior approval by the Body Corporate as agent for the Body Corporate and the Body Corporate will be responsible for the cost of such tradesman or person.

### 3.4 Expenditure

- (a) The Manager shall be entitled to incur an expense on its own behalf in respect of any individual transaction for an amount not exceeding one thousand dollars (\$1,000.00) or such amount as the committee of the Body Corporate may from time to time authorise in writing and the Body Corporate shall reimburse the manager on demand in respect of such expense provided that such expense is incurred for the purpose of obtaining goods or services used in the proper performance of the duties of the manager pursuant hereto or the employees of the owner or for such other purpose as are necessary or incidental.
- (b) The Manager will check and verify accounts for goods and services payable by the Body Corporate relative to matters which are the responsibility of the Manager under this Agreement and will notify the Body Corporate's Representative as to whether such accounts are in order for payment.

## 4. MANAGER'S OBLIGATIONS

### 4.1 Manager to Obtain Permits etc.

The Manager at its own expense shall obtain all necessary permits, consents or licences required by law or by any lawful authority to enable the Manager perform its duties and functions pursuant hereto.

### 4.2 Manager's Covenants

The Manager covenants with the Body Corporate as follows:-

- (a) The Manager will at its own expense from time to time and at all times during the continuation of this Agreement or any extension or renewal thereof duly and punctually to comply with the provisions of:
  - (i) all statutes; and
  - (ii) all by-laws and rules of the Body Corporate pursuant to the Act; relating to the operation of the Manager's Caretaking and Letting business.

- (b) The Manager will not without the consent of the Body Corporate or its Committee do anything whereby the policy or policies of insurance effected in respect of the Property shall become prejudiced or be rendered void or voidable or which may cause the rate of insurance to be increased and in the event of any breach of this paragraph in addition to any other liability or penalty the Manager will pay all damage suffered by the Body Corporate and all increases of insurance premiums.

## **5. FURTHER OBLIGATIONS OF BODY CORPORATE**

### **5.1 Body Corporate's Representative**

- (a) The Committee of the Body Corporate shall from time to time appoint a member of the Committee of the Body Corporate to give instructions to and to communicate with the Manager on behalf of the Body Corporate. Not more than one such person shall be appointed at any one time.
- (b) The Manager shall confer from time to time fully and freely with the Body Corporate's Representative (if so requested by the Body Corporate's Representative) relative to the performance by the Manager of its duties and other obligations hereunder. If the Body Corporate's Representative or the Committee of the Body Corporate acting reasonably so requests, the Manager shall attend (where it is a corporation, by its representative) meetings of the Committee of the Body Corporate or of the members of the Body Corporate. If the Manager is requested to attend any such meeting, the Manager shall be entitled to be heard on any relevant questions or matter at any such meeting. After being so heard, the Manager may be requested to leave such meeting if it is not otherwise entitled to attend.

### **5.2 Plans**

The Body Corporate shall furnish to the Manager a set of plans of the Property to assist the Manager in performing its duties pursuant hereto. Such plans shall remain the property of the Body Corporate. Such plans shall be returned to the Body Corporate upon the expiration or sooner determination of this Agreement. The Manager will use such plans with care so as to avoid any damage thereto or loss thereof.

### **5.3 Equipment and Materials**

All tools, equipment and materials required for cleaning, grounds maintenance and security shall be provided by the Body Corporate, shall remain the property of the Body Corporate and shall be used exclusively for the benefit of the Body Corporate.

### **5.4 Staff**

The Manager shall at its expense employ such staff as is necessary to carry out the Manager's duties under this Agreement.

## **6. ASSIGNMENT**

### **6.1 Where permitted**

The Manager may assign its interest in this Agreement with the prior consent in writing of the Committee of the Body Corporate which consent shall not be unreasonably withheld if:

- (a) at the time at which such consent is to be given, the Manager is not in default under this Agreement entitling the Body Corporate to terminate this agreement;
- (b) the Manager gives at least one (1) month's written notice to the Committee of the Body Corporate of the proposed assignment which notice shall include all pertinent details of the proposed assignee and shall provide at least two (2) character references

(or in the case where the proposed assignee is a corporation, at least two (2) character references of the principal directors) and at least two (2) business references and a bank opinion in respect of such assignee;

- (c) the Manager proves to the reasonable satisfaction of the Committee of the Body Corporate that the proposed assignee is a respectable, responsible and financially sound person capable of adequately performing and observing the provisions of this Agreement;
- (d) the proposed assignee has entered into a deed with the Manager and the Body Corporate in a form reasonably required by the Committee of the Body Corporate, which deed contains a covenant by the proposed assignee to be bound by and to observe and perform the provisions hereof as if the proposed assignee were the original manager named herein;
- (e) the Manager pays to the Body Corporate all proper and reasonable costs and expenses incurred by the Body Corporate of and incidental to any enquiries which may be made by or on behalf of the Body Corporate as to the respectability, responsibility and financial status of or otherwise relating to the proposed assignee;
- (f) the Manager pays to the Body Corporate all proper and reasonable costs and expenses incurred by the Body Corporate in respect of the assignment (including without limitation solicitor's professional costs and outlays in the preparation negotiation execution and stamping of any document relating to the assignment); and
- (g) if the proposed assignee is a corporation and if required by the Committee of the Body Corporate the directors and principal shareholders (as the Committee of the Body Corporate may elect) of such corporation shall have guaranteed the covenants and agreements on the part of the proposed assignee such guarantee to be prepared by the Body Corporate's solicitors.

## 7. TERMINATION

### 7.1 Events of Default by the Manager

Any of the following events shall constitute a default by the Manager:

- (a) if the Manager fails to duly and punctually perform or observe any of the provisions of this Agreement or if the Manager fails to duly and punctually perform or observe any of the provisions of this Agreement to the reasonable satisfaction of the Body Corporate;
- (b) if the Manager shall be guilty of gross negligence or gross misconduct or gross dishonesty in the observance or performance of any provision of this Agreement;
- (c) If the Manager is a corporation and an order is made or resolution is effectively passed for the appointment of a receiver, receiver and manager, provisional liquidator or liquidator or for the winding up of the Manager (other than for the purpose of an amalgamation or reconstruction) or if any other form of external administration is implemented or if the Manager ceases or threatens to cease to carry on business;
- (d) if the Manager is a corporation and the Manager enters into a scheme of arrangement for creditors or any class thereof or an official manager of the Manager is appointed or a receiver or a receiver and manager of its property or assets or any of them is appointed or an inspector is appointed pursuant to the Corporations Law of any State or Territory;
- (e) if the Manager is an individual and is convicted upon indictment of any criminal charge; or

- (f) if the Manager enters into a scheme of arrangement for creditors or any class thereof or has a sequestration order made against him.

## 7.2 **Body Corporate's rights upon default of Manager**

If the Manager has made a default hereunder the Body Corporate may at its option only do all or any of the following things:-

- (a) if such default occurs by reason of any of the circumstances described in paragraphs 7.1(c) to (e) inclusive, with or without any prior notice to the Manager, by notice to the Manager, terminate this Agreement;
- (b) if the default occurs by reason of circumstances other than those referred to in the preceding paragraph, by notice to the Manager specifying the particular default complained of, require the Manager to remedy such default within fourteen (14) days of the notice being served AND if at the expiration of that period the default complained of has not been remedied, terminate this Agreement by further notice to the Manager.

## 7.3 **Termination by the Manager**

If the Body Corporate is in default hereunder, the Manager by notice to the Body Corporate specifying the particular default complained of, may require the Body Corporate to remedy such default within fourteen (14) days of the notice being served AND if at the expiration of that period the default complained of has not been remedied, the Manager may terminate this Agreement by further notice to the Body Corporate.

# 8. **MISCELLANEOUS**

## 8.1 **Notices**

- (a) Any notice, demand or other document authorised or required to be given or served pursuant hereto shall be dated the date upon which it is despatched and shall be sufficiently given or served if given or served:
- (i) by delivering the same personally to the addressee;
- (ii) by posting same to the addressee by prepaid ordinary post as a letter addressed to the addressee at the addressee's usual or last known place of abode or, if the addressee is in business as a principal, at his usual or last known place of business;
- (iii) in the case of a corporation by leaving same, or by posting same by prepaid ordinary post, as a letter addressed in either case to the corporation at its registered office or principal place of business in Queensland;
- (iv) in accordance with the procedures set out in Section 257 of the Property Law Act 1974; or
- (v) in any other manner recognised by law.
- (b) A notice, demand or other document which is posted shall be deemed to have been served, unless the contrary is shown, at the time when by ordinary course of post same would be delivered.

## 8.2 **Severance**

- (a) The provisions of all statutes and laws now or hereafter in force whereby or in consequence whereof (either or both) any of the obligations powers remedies and

rights of any person hereunder may be curtailed defeated extinguished postponed or suspended shall not apply hereto and are expressly excluded by only so far as this may legally be done.

- (b) If at any time any provision hereof is or becomes illegal invalid unenforceable or void in any respect that provision shall be ignored read down or severed restrictively so as to uphold the legality validity and enforceability of the remaining provisions hereof.

### 8.3 No Waiver

- (a) Nothing herein nor in any document executed pursuant hereto shall be construed as a waiver neglect forbearance omission or delay in respect of any antecedent breach hereof or any of the obligations arising hereunder.
- (b) All the powers remedies and rights of each party pursuant hereto shall remain and continue in full force notwithstanding any apparent or valid waiver neglect forbearance omission or delay in the enforcement thereof on any prior occasion for any reason whatsoever.

### 8.4 No Merger

No act done or document or paperwriting executed pursuant to or in connection herewith shall operate or prevent any provision or part thereof of this instrument to which effect has not been fully given thereby from continuing to have full force and effect or as a merger of any of the powers rights and remedies of the parties pursuant hereto to which effect has not been fully given thereby.

### 8.5 Costs

- (a) Each party should bear its own costs relating to the preparation, negotiation and execution of this Agreement. Stamp duty assessed on the Agreement must be paid by the Manager.
- (b) Where a party is in default under the Agreement it must pay any reasonable costs (including legal costs on a solicitor and own client basis) incurred by the other party in connection with the default. This includes:-
  - (i) costs incurred in gaining legal advice;
  - (ii) the attempted exercise of a power, remedy or right; or
  - (ii) the institution of legal proceedings
 in regard to the default.

### 8.6 Disputes

Any dispute arising under the provisions of this Agreement or in relation to performance of this Agreement will be referred for determination in accordance with the dispute resolution provisions of the Act.

## **SCHEDULE ONE**

(Refer to sub-clause 3.1)

### **REMUNERATION**

The Body Corporate will pay a management fee to the manager as follows:

1. At the rate of \$935.00 per annum inclusive of GST per lot registered at the Department of Natural Resources payable monthly in arrears.
2. For the second year and each subsequent year thereafter the remuneration shall be calculated by increasing the previous years remuneration by the percentage increase (if any) in the Brisbane all groups consumer price index figure published for that quarter immediately preceding the beginning of each successive year of this agreement and that quarter immediately preceding the end of the previous year of this agreement.
3. Should the manager exercise its option pursuant to clause 2 the remuneration shall be determined between the parties prior to the end of the original term or failing agreement then as provided in clause 2 of this schedule.

## SCHEDULE TWO

(Refer to sub-clause 3.2)

### MANAGER'S DUTIES

#### 1. General Duties

The Manager shall have the following general duties:

- 1.1 Supervise any agents, contractors or employees of the Body Corporate or the Manager engaged in gardening, cleaning, building maintenance or any other work whatsoever upon the Property.
- 1.2 Use its best endeavours to see that the Property (other than the interior of lots) is kept in good order and repair clean and neat and to protect the interests in relation thereto of the Body Corporate and the owners of lots therein.
- 1.3 Monitor the observance of the by-laws and rules (if any) of the Body Corporate and as far as reasonably possible within the law and the Manager's powers deal with any nuisance or annoyance on the common property and bring to the attention of the Body Corporate those breaches of the By-Laws and rules if any that require enforcement by the Body Corporate.
- 1.4 At the request of the Body Corporate to advise the Body Corporate concerning the duties of the Manager and to provide such other advice which the Body Corporate shall request relative to the management and care of the Property.
- 1.5 Reside, or if the Manager is a corporation ensure that the person performing the duties of the Manager pursuant to this Agreement resides, in a lot forming part of the Community Titles Scheme.
- 1.6 Keep in its possession the master key or keys for all lots under the control of the Body Corporate and the lots in the Property so far as individual lot owners shall permit PROVIDED HOWEVER that the possession of those keys shall be surrendered to no person other than a fully authorised representative of the Body Corporate or the individual lot Body Corporate concerned but the Manager shall allow a lawfully authorised person in the course of his duties free access to any part of the Property as authorised at all reasonable times.
- 1.7 Report promptly on all things requiring repair and on all matters creating a hazard or danger and take remedial action where applicable.
- 1.8 To arrange for the appointment and supervision of contractors (as required by the Body Corporate) for the provision of maintenance services including plant and equipment maintenance, fire protection equipment maintenance, pest control, electrical equipment maintenance, maintenance of drainage pumps, flood gates and valves and other services or such of them as the Manager shall deem advisable provided that all contracts shall be subject to the prior approval of the Body Corporate.
- 1.9 Comply with and carry out all reasonable directions from time to time given by the Body Corporate to the Manager in or about the administration and management of the Property and the performance by the Body Corporate of its lawful obligations and duties.
- 1.10 At all times ascertain and be aware of the general condition of the Property and all systems, machinery and appurtenances thereto so that at all times the Manager is able to keep informed the representative of the Body Corporate's Representative in respect thereof.

- 1.11 As far as the Manager is reasonably able and lawfully capable of so doing to keep order on the Property and take such precautions as it sees fit to safeguard the whole of the Property against unlawful entry or accident.
- 1.12 With the aid of the plans issued to the Manager pursuant to this Agreement and (where necessary) inspection made by competent personnel the Manager will inform itself of the layout construction, location, character, plan and operating of the lighting, heating, plumbing, ventilating systems, drainage pumps and associated electrical equipment, flood gates, valves and other mechanical equipment installed in the Property and shall advise the Body Corporate generally on the condition thereof from time to time and shall recommend to the Body Corporate's Representative should the Manager consider it necessary any changes or modifications to be made in respect of any matters in relation to the aforesaid.
- 1.13 To perform such other acts and things as are reasonably necessary and proper in the discharge of its duties under this Agreement.
- 1.14 To carry out the reasonable written actions of the Body Corporate regarding specific matters or regarding permanent policies or procedures to be observed in the conduct of the Property.
- 1.15 Generally, to manage the Property and to ensure that it is kept in good order and repair and to protect the interest in the Property of the Body Corporate and the owners of lots therein and in these respects to cause the Property appurtenances and grounds and all plant and equipment used in connection therewith to be properly maintained at all reasonable times.
- 1.16 To ensure that at all reasonable times the landscaped grounds (lawns, trees, shrubs and plants) and pool area and facilities are maintained to a standard appropriate to a development of this type and quality. Should any dispute arise between the parties as to the definition of such standard then a Landscape Architect shall be appointed by the Body Corporate to determine such standard, independent of the Body Corporate's and Manager's instructions.

## 2. SPECIFIC DUTIES

Without derogating from the generality of the Manager's duties above, the Manager shall be responsible for the following duties (which may be performed by the Manager or his assistant or delegate).

### 2.1 Cleaning and Grounds Maintenance – where necessary

Area	Work Description
Barbecue Area	Sweep area clean and empty all rubbish bins. Wipe clean all outdoor furniture and report any damaged or missing. Clean off all fats/greases from BBQ plate and facing. Report any malfunction/damage. Refill gas bottle.
Grounds	Clear surrounds of pool of all leaves and rubbish. Empty rubbish bins and smokers' receptacles. Align all deck chairs and sun lounges and report any damage. Water as required plants, shrubs and planter boxes not covered by automatic sprinkler. Check all access paths and sweep where necessary.

Pool	<p>Vacuum pool and clean skimmer baskets. Remove all floating and suspended matter from pool with skimmer nets.</p> <p>Ensure that the pool chemical levels are properly balanced and carry out all other functions necessary to maintain the pool to the standard required by the Health Department of the Brisbane City Council or any other relevant government body.</p> <p>Pool to be ready for use at 8.00am daily. Report any malfunction immediately.</p>
Carpark Visitors' Carpark/	Check complete car park area, pick up any rubbish lying around (nails, papers, wrappers and any other material dangerous to car tyres) and empty all rubbish bins.
Footpaths and Access Roads, inc. planters etc	Sweep area clean, remove all rubbish and papers.
Garbage Removal	To cause and ensure that the wheelie bins are moved by the occupier to the main collection area for each garbage collection by Brisbane City Council. The garbage is to be collected and disposed of by the said Council and the wheelie bins are to be returned by the occupier to their respective area as soon as possible after collection by the Council. The maintenance and cleanliness of the wheelie bins remains the responsibility of each respective resident occupier.

## 2.2 Cleaning and Grounds Maintenance – weekly routine where necessary

Area	Work Description
Barbecue Area	Maintain total facility areas (barbecue, pool toilets, etc) in a thoroughly clean condition. Check proper function of barbecues and report any malfunctions.
Grounds	Sweep all pathways and hose clean if necessary. Hose clean and scrub where necessary all outdoor furniture to remove dirt stains. When appropriate cut grass and trim edges and suitably dispose of clippings. Weed lawns and gardens and cut back any dead plant growth. Ensure that the sprinkler system for watering the gardens and lawns is fully operational. Report any problems in the sprinkling system or the maintenance of the grounds as soon as possible.
Pool	Clean and replace filter pads (as necessary). Replace filter powder (as necessary). Check pumps and motors for serviceability and report any damage or malfunction. Clean out plant rooms and leave in a neat and tidy condition, generally ensure that the pool is being properly maintained.
Gym & Gym Equipment	To keep the gym and gym equipment maintained in a good and clean order and should any gym equipment become unsafe to ensure that same is removed from use as soon as practically possible pending repair or replacement.

Garbage Collection Points and Areas	Ensure that the Body Corporate bin collection points and area are swept out and kept clean (by hosing and/or mopping with detergent and disinfectant) other than at those times when the bins are waiting for collections.
Fire Safety	Check fire hoses in accordance with requirements specified in the Australian Fire Safety regulations.

### 2.3 Cleaning and Grounds Maintenance - monthly routine as necessary

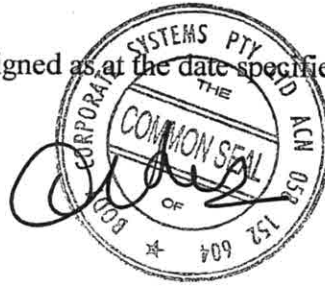
Area	Work Description
Grounds	Trim hedges and prune any shrubs, trees or plants as necessary. Remove any dead palm fronds and any dead plants. Fertilise all lawns and gardens (seasonally). Check condition of soil in gardens and replenish if necessary. Spray control chemicals to prevent damage to plants from insects/pests/blights. Treat lawns seasonally for eradication of "Bindi, clover and other weeds". Replace sections of turf as necessary (damaged by oils, wear, etc.)
Car Park	Clean insects out of all light fittings.

### 3. EXCLUSIONS

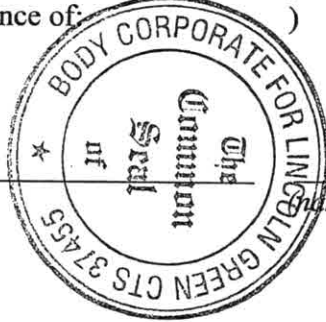
Notwithstanding the above the Manager shall not be obliged to perform any of the following specific duties:

Body Corporate Secretary, secretarial work and treasury work.

IN WITNESS WHEREOF this Agreement has been signed as at the date specified at the commencement of this Agreement.



The common seal of the Body Corporate for Lincoln Green Community Titles Scheme 37455 is affixed in the presence of: )  
)  
)



~~Chairman~~

*Keer. Arthaj*

(name printed)

~~Secretary~~

(name printed)

The common seal of )  
)  
is affixed in the presence of: )

Director

(name printed)

Director/Secretary

(name printed)