

By
Body Corporate for LEEEE CRRR CTS 19999.
48 Le Rd, Tttt. 4999.
18th October, 2019.
W&D Management Pty. Ltd.
As trustee for Family Trust of W&D,

Dear Sir/Madam,

RE: CARETAKER AGREEMENT

We refer to the Assignment of Management and Letting Rights for LEEEE CRRR which was effected by Deed of Assignment dated 28th February, 2019.

The said Caretaking Agreement imposes certain obligations on you as Caretakers concerning the property management and maintenance of Lemke Crest. We particularly draw your attention to the "Caretaking Duties" which must be performed under the terms of the Caretaking Agreement - See Clause 5.1 and 5.2; and 5.3 and 5.4.

As Caretakers you are appropriately paid each month for the services which are to be performed.

CURRENTSITUATION

We write to you to place on record that the Body Corporate has received many complaints from residents that they are dissatisfied with the current state of the LEEEE CRRR Complex, due to caretaking services not being provided at all or are being provided to a low standard.

The appearance of the lawns, gardens and hedges has been allowed to degenerate considerably to the point where the complex appears run down and neglected since you have assumed the role of Caretaker.

NOTICE TO REMEDY

This letter serves as notice to you to remedy the current situation and (without limiting the matters stated below), to adhere to your obligations under the Caretaking Agreement.

To mention a few, the matters requiring attention are:

-

There is to be regular mowing

-

Edges to be trimmed regularly

-

Hedges to be trimmed regularly

-

Dead Palm fronds to be removed from the trees, and on the ground regularly. Every Joy

-

Any dead plants and bushes to be removed and replaced with new plantings

-

There is to be REGULAR weeding and watering of the gardens.

- Attention to the pools.

-

Pool enclosures to be kept clean.

-

Azaleas and Poinsettias to be pruned after flowering.

The complex requires attention to this end, and regular inspections are necessary to ensure that the complex is kept to a GOOD standard.

You are obliged to attend to these matters, and failure to do so is considered to be a breach of your Caretaking Agreement. These matters have been discussed with you on a number of occasions, however the situation has not improved.

This letter serves as formal notice to you of your failure to perform your obligations under the Caretaking Agreement and as such you are now on notice to remedy the situation.

We draw your attention to Clause 9.1 of the Caretaking Agreement, which provides that should a breach continue after the expiration of 21 days from the date of the notice being given, that the Body Corporate may terminate the Caretaking Agreement.

Yours faithfully,

For and on behalf of The Body Corporate for Leeee Crrrr

All pull CHAIRMAN

(Secretary)

Melly

K Fornat (The apurer)

R & mich

K Cand